

RECORDED

2003 AUG 19 P 12: 05

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX
LIENS or TITLES held by the state or any
individual against the within description,
and all TAXES are same as paid for five
years previous to the date of this instrument
or appear on the records in this
office except as stated.

8/19/03 *Dianne H. Hardy* 4 8471
Dianne H. Hardy, Treasurer
Sec. 185 Act 266, 1883 as Amended
0355 Taxes not examined

NONESTAD DENIALS NOT EXAMINED

208/4

MASTER DEED

PARSHALLVILLE POND SITE CONDOMINIUM

(Developed Pursuant to Act 59 of the
Public Acts of 1978, As Amended)

This Master Deed is made and executed on this 18th day of August, 2003 by Oldford & Howell Development, L.L.C., 9340 Peer Road, South Lyon, Michigan 48178, pursuant to the provisions of the Condominium Act, herein referred to as the "Act."

This Master Deed is subject to a Consent Judgment dated March 17, 2003 and entered in the Livingston County Circuit Court Case No. 01-18560AS. A copy of that Consent Judgment is attached as Exhibit C.

The Developer desires by recording this Master Deed together with the Condominium By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan prepared by Advantage Civil Engineering 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 condominium project under the provisions of the Act.

The Developer does, upon the recording hereof, establish Parshallville Pond Site Condominium as a condominium project under the Act and does declare that Parshallville Pond Site Condominium (hereinafter referred to as the "condominium," "project" or the "condominium project"), shall after such establishment, be held, conveyed, encumbered, hypothecated, leased, rented and utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A", "B" and "C" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors,

TR # 08-05-100-043

administrators and assigns. In furtherance of the establishment of said condominium project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The condominium project shall be known as Parshallville Pond Site Condominium, Livingston County Condominium Subdivision Plan No. 285. The Condominium Subdivision Plan for the project has been approved by the Township of Hartland, Livingston County, Michigan. The condominium project is established in accordance with the Act. The units contained in the condominium, including the number, boundaries, dimensions and area of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. The project contains individual units for residential purposes only and each unit is capable of individual utilization because it has 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 undivided and inseparable rights to share with other co-owners the common elements of the condominium project which are designated by the Master Deed.

ARTICLE II LEGAL DESCRIPTION

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

PART OF THE NW FRACTIONAL $\frac{1}{4}$ OF SECTION 5, T3N R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 5, THENCE ALONG THE NORTH LINE OF SAID SECTION 5, S $89^{\circ}18'52''$ W 205.42 FEET TO THE SOUTH $\frac{1}{4}$ CORNER OF SECTION 32, T4N R6E; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 5, S $89^{\circ}21'51''$ W, 1407.88 FEET; THENCE S $05^{\circ}47'01''$ E, 531.59 FEET (RECORDED AS S $06^{\circ}01'00''$ E, 522.26 FEET) TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED: THENCE CONTINUING S $05^{\circ}47'01''$ E 296.36 FEET (RECORDED AS S $06^{\circ}01'00''$ E, 295.98 FEET) THENCE N $83^{\circ}34'04''$ E 500.13 FEET (RECORDED AS N $84^{\circ}44'00''$ E 500.00 FEET); THENCE S $01^{\circ}09'21''$ E 724.64 FEET; THENCE S $52^{\circ}37'20''$ W 230.10 FEET; THENCE ALONG THE EASTERLY LINE OF "MOREVIEW HILLS", A SUBDIVISION OF PART OF THE NW FRACTIONAL $\frac{1}{4}$ OF SAID SECTION 5, T3N R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY,

MICHIGAN AS RECORDED IN LIBER 8 OF PLATS, PAGE 18, LIVINGSTON COUNTY RECORDS, N37°27'00"W, 503.40 FEET, THENCE ALONG THE NORTHERLY LINE OF SAID "MOREVIEW ESTATES", S56°34'42"W, 356.65 FEET; THENCE ALONG THE EASTERLY LINE OF SAID "MOREVIEW HILLS", N36°11'26"W, 515.13 FEET (RECORDED AS N36°13'00"W, 516.00 FEET); THENCE N 05°13'15"W, 292.91 FEET (RECORDED AS N05°11'00" W, 292.50 FEET); THENCE N 14°45'08" W (RECORDED AS N 14°14'00"W), 428.25 FEET; THENCE ALONG THE CENTERLINE OF PARSHALLVILLE ROAD (66 FOOT WIDE), N 50°07'06" E 91.01 FEET; THENCE S 39°52'54"E 65.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 51.06 FEET, RADIUS OF 197.00 FEET, DELTA ANGLE OF 14°50'57", AND A LONG CHORD BEARING AND DISTANCE OF S 47°18'23" E 50.91 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A LENGTH OF 305.94 FEET, RADIUS OF 263.00 FEET, DELTA ANGLE OF 66°39'01", AND A LONG CHORD BEARING AND DISTANCE OF S 21°24'21" E 288.98 FEET; THENCE N 77°57'09"E 111.94 FEET; THENCE S12°02'51"E (RECORDED AS S09°16'00" E) 133.09 FEET THENCE N 58°27'06"E 344.24 FEET (RECORDED AS N 61°16'00" E 346.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 18.15 ACRES, MORE OR LESS, SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING PARSHALLVILLE ROAD (66 FOOT WIDE) AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY

Taken: 1/15/03

By: Advantage Civil Engineering 99-047

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Corporate By-Laws, and Rules and Regulations, of the Parshallville Pond Site Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, an interest in Parshallville Pond Site Condominium, as a condominium or condominium association. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- Section 1. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- Section 2. "Association" shall mean the non-profit corporation organized under Michigan Law of which all co-owners shall be members and which corporation shall administer, operate, manage and maintain the condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved

to its members by the condominium documents or the laws of the State of Michigan.

- Section 3. "General Common Elements" also referred to a "Common Elements" where used without modification shall mean the general elements described in Article IV hereof.
- Section 4. "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 5(3) of the Act to be recorded as part of the Master Deed.
- Section 5. "Condominium documents" where used, means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation, By-Laws and Rules and Regulations, if any, of the Association.
- Section 6. "Condominium premises" means and includes the land, all improvements thereon, and all easements, rights and appurtenances included in Parshallville Pond Site Condominium, as described above.
- Section 7. "Condominium project," "condominium" or "project" means Parshallville Pond Site Condominium as a condominium project established in conformity with the provisions of the Act.
- Section 8. "Condominium Subdivision Plan" means Exhibit "B" hereto.
- Section 9. "Co-owners" means a person, firm, corporation, partnership, association, trust, land contract vendee, if the land contract so provides, other legal entity or any combination thereof who or which own one or more units in the condominium project. The terms "owner," whenever used, shall be synonymous with the term "co-owner."
- Section 10. "Developer" shall mean Oldford and Howell Development, L.L.C., which has made and executed this Master Deed, and its successors and assigns.
- Section 11. "Neo Traditional" A conventional built single family home with peaked roof and traditional pre-1950 design. Such homes may use modern construction materials and techniques.
- Section 12. "Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale or for as long as the Developer continues to construct or proposes to construct additional units.

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

Section 14. "Unit" each means the real property constituting a single complete residential site unit in Parshallville Pond Site Condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "condominium unit" as defined in the Act.

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

ARTICLE IV COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the responsibility for maintenance, decoration, repair and replacement are as follows:

- Section 1. The general common elements are:
- (a) The land described in Article II hereof, excluding the specific units owned by the co-owners.
 - (b) Cider Mill Drive, a private road, for ingress and egress to each Unit numbered 1 through 20, both inclusive and three private driveways. Access to Units 1, 14, 15, 16, 17 and 4, 5 and 6 is available from one of the three private driveways adjacent to the unit.
 - (c) Shared driveways.
 - (d) Such other elements of the project not herein designated as general elements which are not enclosed within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

Section 2. The respective responsibilities for the maintenance, repair and replacement of the units and the common elements are as follows:

- (a) Unless otherwise stated in the condominium documents, the cost of maintenance, repair and replacement of all general common elements shall be borne by the Association.
- (b) Within a specific unit, costs of maintenance, repair and replacement of any dwelling or any part thereof, any structure therein and any landscaping therein, as well as all other appurtenances within such unit shall be borne by the co-owner of such unit, including septic systems and wells.

Section 3. Co-owner Responsibility

No co-owner shall use his unit or the condominium common elements in any manner inconsistent with the purpose 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. No outbuildings shall be erected in or on any general common element. No outbuildings shall be erected in or on any unit except pursuant to the Condominium By-Laws, Exhibit "A," attached hereto.

Section 4. Non-use Abandonment of Unit

A co-owner shall not be exempt from assessment as provided in the Act by nonuse or waiver of the use of any of the common elements or by abandonment of his condominium unit.

Section 5. Cost of Maintenance of Common Elements

The cost of maintenance and repair of the general common elements which shall not be specifically assessed to a condominium unit shall be expenses of administration to be assessed in accordance with the By-Laws attached hereto as Exhibit "A." These expenses of administration include all of the maintenance, repair, snow removal and the like of said Cider Mill Drive. However, pursuant to a Consent Judgment in Livingston County Circuit Court Case No. 01-18560-AS, members of the public are entitled to utilize the most direct route for ingress and egress to a parcel of property, as set forth in said Consent Judgment, for purposes of access to a certain parcel of property sold to Hartland Township by the Developer. These matters are set forth in said Consent Judgment.

Section 6. Damage or Destruction

If the condominium project is totally or partially damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as approved and provided by the By-Laws attached hereto as Exhibit "A."

Section 7. Access by Public Utilities

Public utilities or the company furnishing services such as electricity, cable television and telephone to the project shall have access to the common elements and condominium units as may be reasonable for the construction, reconstruction, repair or maintenance of such services.

Section 8. Review of House plans and Landscape Plan

During the Sales Period, the Developer shall review and approve each set of house plans, plot plans and landscape details for each condominium unit. The Developer emphasizes that the units be developed in a neo-traditional, single-family conventional style to maintain a historic traditional exterior architectural style. During the Sales Period the Developer shall have an exclusive right to review and approve each unit's architecture layout, plot plan and landscaping. The Developer may deny approval for any unit's development for any reason whatsoever, or for no reason, without recourse by the owner.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Each unit in the project is described in this paragraph with reference to the Plan of Parshallville Pond Site Condominium attached hereto as Exhibit "B." Each unit shall include the land contained within the unit boundary as shown in Exhibit "B" hereto and delineated with heavy outlines together with all appurtenances thereto subject to easements for roadway, utilities and drainage. The percentage of value assigned to each unit is equal for all units. The percentages of value were computed because all of the units are relatively the same size and all the co-owners will burden the common elements in a like fashion. The co-owners shall share equally in the common elements and their proportionate share of the proceeds and expenses of administration and the value of each co-owner vote at any meeting of the Association of co-owners shall also be equal.

**ARTICLE VI
CONTRACTION OF CONDOMINIUM**

Section 1. Right to Contract

As of the date this Master Deed is recorded, the Developer intends to establish a condominium project consisting of twenty (20) units on the land described in Article II hereof, all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a condominium project consisting of fewer units than described above and to withdraw from the project all or some portion of the land.

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of units in this condominium project may, at the option of the 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, but in no event shall the number of units be less than four (4).

Section 2. Withdrawal of Land

In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the condominium project such portion or portions of the land described in Article II that is not reasonably necessary to provide access to or otherwise serve the units included in the condominium project as so contracted.

Section 3. Amendment of Master Deed

Such contraction in size of this condominium project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire project resulting from such amendments to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the project.

Section 4. Redefinition of Common Elements

Such amendments to the Master Deed shall also contain such further definitions and redefinitions of common elements as may be necessary to adequately describe, serve and provide access to the units in the condominium project as so contracted. In connection with any such amendments, Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes

of this Article, 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. Such redefinition shall require the approval of Hartland Township.

Section 5. Consent of Interested Parties

All of the co-owners and mortgagees of units and other persons interested or who become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by Developer to effectuate the foregoing and to any proportionate reallocation of percentages of value of units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact to amend the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording 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 VII
SUBDIVISION, CONSOLIDATION AND
OTHER MODIFICATIONS OF UNITS**

Section 1. Unit Boundaries

Notwithstanding any other provision of the Master Deed or the By-Laws, units in the condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article, subject to any required approvals from the Township of Hartland; such changes in the affected unit or units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 2. Reservation of Rights by Developer

Developer reserves the sole right during the sales period and without the consent of any other co-owner or any mortgagee of any unit to:

- (a) Subdivide Units; Consolidation of Units; Relocation of Boundaries
Subdivide or resubdivide any unit which it owns, consolidate under single ownership two or more units which are located adjacent to one another, and relocate any boundaries between adjoining units. Such subdivision or resubdivision of units, consolidation of units and relocation of boundaries of units shall be pursuant to the ordinances for the Township of Hartland and shall be given effect by an appropriate amendment to this Master Deed

in the manner provided by law, which amendment shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) Amendments to Effectuate Modifications In any amendments resulting from the exercise of the rights reserved to Developer above, each portion of the unit or units resulting from such subdivision shall be separately identified by number and the percentage of value as set forth in Article V hereof for the unit or units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new condominium units resulting in order to preserve a total value of 100% for the entire project resulting from such amendments or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various units. Such amendments to the Master Deed shall also contain such further definitions of general common elements as may be necessary to adequately describe the buildings and units in the condominium project as so subdivided. All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney-in-fact for the purpose of 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 rerecording this entire Master Deed or the Exhibits hereto.

(c) Co-owners Relocation or Elimination of Boundaries Co-owners of adjoining units may relocate boundaries between their units or eliminate boundaries between two or more units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the units involved, reallocating percentages of value and providing for conveyancing between or among the co-owners involved in relocation of boundaries. The co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master

Deed has been recorded in the office of the Livingston County Register of Deeds.

**ARTICLE VIII
CONVERTIBLE AREAS**

Section 1. Designation of Convertible Areas

The units and easements, as depicted on Exhibit "B" are hereby designated as convertible areas within which the units and common elements may be modified as provided herein, subject to any required approvals from the Township of Hartland.

Section 2. The Developer's Right to Modify Units and Common Elements

The Developer reserves the right, in its sole discretion, during a period ending six (6) years after the date of recording this Master Deed to modify the size, location, design or elevation of units and/or general common elements appurtenant or geographically proximate to such units within the convertible areas above designated for such purpose, so long as such modifications do not unreasonably impair or diminish the appearance of the project or the view, privacy or other significant attribute or amenity of any unit which adjoins or is proximate to the modified unit or common element.

Section 3. Compatibility of Improvements

All improvements constructed within the convertible areas described above shall be reasonably compatible with the structures on other portions of the condominium project. No improvements, other than as above indicated, may be created on the convertible areas.

Section 4. Amendment of Master Deed

Modification of units and common elements within this condominium project shall be given effect by appropriate amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of general elements as may be necessary to adequately describe and service the units and common elements being modified by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 5. Consent of Interested Parties

All of the co-owners and mortgagees of the units and other persons interested or who become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer (or the Association in case of amendments made by the Association as permitted by this Master Deed) to effectuate the foregoing. All such interested persons irrevocably appoint the Developer (or the Association in the case of amendments made by the Association as permitted by this Master Deed) and its successors as agent and attorney-in-fact for the purpose of 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 rerecording this 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 IX
EASEMENTS**

Section 1. Easements for Maintenance of Encroachments

Easements for drainage, public utilities and landscape buffer are as depicted on the condominium subdivision plan, Exhibit "B," as attached hereto. The responsibility for maintaining these easements is the co-owner on whose land the easement is located.

Section 2. Easement for Encroachments

In the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachments for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements too, through and over those portions of the unit for the continuing maintenance and repair of all utilities and common elements in the condominium.

Section 3. Rights Retained by Developer

- (a) Utility Easements Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the contractible area described in Article VI or any portion or portions thereof, perpetual easement to utilize, tap, tie into, extend and enlarge all utility mains located in the condominium, including, but not limited to: gas, storm, telephone, electric and cable television. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarge any utilities located on the condominium, it shall be obligated to pay all of the expenses

reasonably necessary to restore the condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this condominium and any developed portions of the contractible area described in Article VI which are served by such mains. The co-owners of this condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is one and the denominator of which is comprised of the number of units in this condominium.

- (b) Granting Utility Rights to Agencies The Developer reserves the right at any time during the development and sales period to grant easements for utilities over, under and across the condominium to appropriate governmental bodies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Livingston County Records. All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 4. Grant of Easement by Association

The Association, acting through its sales period has not expired. 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 for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the condominium subject, however, to the approval of the Developer so long as the

Section 5. Easements for Maintenance, Repair and Replacement

The Developer, Association and all public or private utilities shall have such easements as may be necessary over the condominium premises, including all units and common elements, to fulfill any responsibilities of maintenance, repair, decoration or replacement which they, or any of them, are required or permitted to perform under the condominium documents.

Section 6. Reservation of Right to Grant Ingress and Egress Easements over Private Roads

The Developer may grant easements over the private roads within the Condominium to owners of the adjoining property located adjacent to the Condominium. Any compensation

received or to be received from the owners of the dominant estate shall be paid to the association and shall be used to pay for the costs of maintenance repair and replacement of the private roads.

ARTICLE X AMENDMENT

Section 1. Amendment

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of not less than 80% of the co-owners and 80% of the unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

Section 2. Consent of Co-owner

No unit dimensions may be modified without the consent of the co-owner of such unit.

Section 3. Developer's Correction of Errors

During the sales period, and up to one year thereafter, the Developer may, without the consent of any co-owner or any other person, amend this Master Deed and the plans attached hereto 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 By-Laws attached hereto as Exhibit "A" as do not materially affect any right of any co-owner or mortgagee in the project, including, but not limited to, a modification of the types and sizes of unsold condominium units and the common elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners, and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Governmental National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.

Section 4. Modification of Units 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 its mortgagee.

Section 5. Developers Consent to Amendment

This Master Deed shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer so long as the Developer continues to offer any unit in the condominium project for sale.

Section 6. Termination of Condominium

The condominium project may not be terminated, vacated, revoked or abandoned without the written consent of 95% of all co-owners and 80% of all mortgagees (allocating one vote for each mortgage held).

Section 7. Amendment to Extend Date of First Annual Meeting

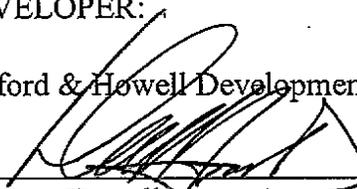
The Developer may, with the consent of a majority of the members of the Advisory Committee, amend this Master Deed and the Condominium By-Laws attached hereto to extend the date of the first annual meeting of members.

**ARTICLE XI
HARTLAND TOWNSHIP APPROVAL**

In the event of a substantial conflict between any provision of this Master Deed, or any other Condominium Document, and any provision of Michigan law or Hartland Township ordinance, the provision of law or ordinance shall take precedence and control. Neither the review, approval and/or acceptance of this Master Deed, or other Condominium Documents by Hartland Township nor anything contained within this Master Deed or other Condominium Documents shall be interpreted or construed in any way as constituting a variance from or approval by the township of any violation of any provision of Michigan law or Hartland Township ordinance. Any amendment of this Master Deed or other Condominium Document relating to any matter which is subject to the provisions of any Hartland Township ordinance shall require the approval of Hartland Township. In the event that there is any withdrawal of any part of the land described in Article II from the project or any modification of the size or location of any unit or any limited common element or any other contraction, conversion or modification of the project or any portion of it which is not strictly in accordance with the Condominium Subdivision Plan or the site plan approved by Hartland Township, the same shall require review and approval of the same pursuant to the applicable provisions of Hartland Township's zoning, or other, ordinances in effect at that time. Anything to the contrary notwithstanding this article shall not be amended without the consent of the Township.

DEVELOPER:

Oldford & Howell Development, L.L.C.,

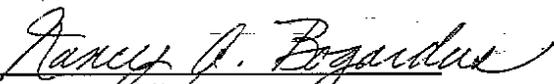

 By: Dan Howell

Its: President

ACKNOWLEDGMENT CONTINUED ON FOLLOWING PAGE

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

On this 18th day of August, 2003, the foregoing Master Deed was acknowledged before me by Dan Howell of Oldford and Howell Development, L.L.C., Developer and that he acknowledged that it was executed as his free act and deed.


Notary Public - Nancy A. Bogardus
Livingston County, Michigan
My Commission Expires: June 26 2004

When Recorded Return to:

√ **THE HEIKKINEN LAW FIRM, P.C.**
Richard A. Heikkinen
110 North Michigan Avenue
Howell, Michigan 48843

EXHIBIT "A"
CONDOMINIUM BY-LAWS
PARSHALLVILLE POND SITE CONDOMINIUM

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. Association of Co-owners

Parshallville Pond Site Condominium, a residential condominium project located in the Township of Hartland, Livingston County, Michigan shall be administered by an Association of co-owners which shall be a non-profit corporation hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid condominium documents.

Section 2. Membership

Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership and shall accept responsibility for his own unit.
- (b) The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit in the condo.
- (c) Except as limited in these By-Laws, each co-owner shall be entitled to one vote for each condominium unit owned. The Developer shall only vote for those units owned whether they are completed and ready for sale or not. All assessments and dues must be current to permit co-owner to vote.
- (d) No co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a condominium unit in the condominium project to the Association. No co-owner, other than the Developer, shall be entitled to vote prior to the first annual meeting of the members held in accordance with Section 7 of this Article. The vote of each co-owner may only be

cast by the individual representative designated by such co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative.

- (e) Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communication from the Association on behalf of the individual representative designated, the number or numbers of the unit or units owned by the co-owner, and the name and/or other legal title of the entity who is the co-owner. Such notice shall be signed and dated by the co-owner. The individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner herein provided.
- (f) There shall be an annual meeting of the members of the Association commencing with the first annual meeting held as provided in Section 7 of this Article. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate By-Laws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners at least 15 days in advance of said meetings.
- (g) The presence in person or by proxy of twenty-five (25%) percent of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to have a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.
- (h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting. 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.
- (i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association.
- (j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association By-Laws.

Section 3. Books of Account, Master Deed Availability

(a) The Association shall keep detailed books of account in accordance with Section 57 of the Act, showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements, easements 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 books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any unit in the condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefore. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association shall prepare and distribute a financial statement to each owner at least once a year.

(b) The Association shall keep current copies of the approved Master Deed, and all amendments to the Master Deed and other condominium documents for the condominium project available at reasonable hours for co-owners, prospective purchasers and prospective mortgagees or condominium units in the condominium project.

Section 4. Board of Directors

The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the first annual meeting of members held pursuant to Section 7 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association By-Laws.

- (a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the condominium documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing general duties imposed by these By-Laws, or any further duties which may be set forth in the Association By-Laws, the Board of Directors shall be responsible specifically for the following:
- (i) Management and administration of the affairs and maintenance of the condominium project and the common elements thereof.
 - (ii) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

- (iii) To carry insurance and collect and allocate the proceeds thereof.
 - (iv) To rebuild improvements after casualty.
 - (v) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.
 - (vi) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association and to secure the same by mortgage, pledge or other lien on property owned by the Association, provided, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association.
 - (vii) To make rules and regulations in accordance with these By-Laws.
 - (viii) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purposes of implementing the administration of the condominium and to delegate to such committees any function or responsibilities which are not by law or the condominium documents required to be performed by the Board.
 - (ix) To make rules and regulations and/or to enter into agreements with the institutional lenders the purposes of which are to obtain mortgage financing for unit co-owners which is acceptable for purchase by the Federal Home Mortgage Corporation, Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.
 - (x) To enforce the provisions of the condominium documents.
- (b) The Association may provide for independent management of the condominium project. Any service contract which exists between the Association and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Board or Directors of the Association by notice to the management agent at least thirty (30) days before the expiration of the one year.

- (c) All of the actions (including, without limitation, the adoption of these By-Laws and any rules and regulations for the corporation and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the first annual meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of powers and duties which may be exercised by any Board of Directors as provided in the condominium documents.

Section 5. Association By-Laws

The Association shall adopt By-Laws to provide the designation, number, terms of office, qualification, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the condominium documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all co-owners.

Section 6. Indemnification of Directors

The Board of Directors or any Director shall be indemnified for any expenses or liability which he shall incur, provided that written notice shall be mailed to all co-owners at least ten (10) days prior to payment to any director. In the event there is no judicial determination as to the indemnification of the Association's Directors, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of co-owners vote to procure such opinion. In no event shall any director be indemnified for any willful or wanton misconduct or for acts of gross negligence.

Section 7. Advisory Committee

- (a) A committee of nondeveloper co-owners shall be established either 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 1/3 of the units that may be created, or 1 year after the initial conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, whichever occurs first. The advisory committee shall meet with the condominium project board of directors for the purpose of facilitating communication and aiding the transition of control to the association of co-owners. The advisory committee shall cease to exist when a majority of the board of directors of the association of co-owners is elected by the nondeveloper co-owners.

(b) Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 25% of the units that may be created, at least 1 director and not less than 25% of the board of directors of the association of co-owners shall be elected by nondeveloper co-owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 50% of the units that may be created, not less than 33-1/3% of the board of directors shall be elected by nondeveloper co-owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 75% of the units that may be created, and before conveyance of 90% of such units, the nondeveloper co-owners shall elect all directors on the board, except that the developer shall have the right to designate at least 1 director as long as the developer owns and offers for sale at least 10% of the units in the project or as long as 10% of the units remain that may be created.

(c) Notwithstanding the formula provided in subsection (2), 54 months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, if title to not less than 75% of the units that may be created has not been conveyed, the nondeveloper co-owners have the right to elect as provided in the condominium documents, a number of members of the board of directors of the association of co-owners equal to the percentage of units they hold, and the developer has the right to elect as provided in the condominium documents, a number of members of the board equal to the percentage of units which are owned by the developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (b). Application of this subsection does not require a change in the size of the board as determined in the condominium documents.

ARTICLE II ASSESSMENTS

Section 1. Personal Property

The Association shall be assessed as the person or entity in possession of any tangible personal property of the condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. Expenses

All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or administration within the meaning of Section 54 of Public Act 59 of 1978, as amended, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interest of co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the condominium, shall be expenses of administration.

Section 3. Procedure for Determination of Assessments

Assessments shall be determined in accordance with the following provisions:

- (a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses of the forthcoming year which may be required for the property operation, management and maintenance of the condominium project, including a reasonable allowance for contingencies and reserves. The Association shall maintain a reserve fund which, at a minimum, shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The reserve fund shall be used for major repairs and replacement of those common areas which must be replaced on a periodic basis. The minimum standard required may prove to be inadequate for this project. The Association should carefully analyze the project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of such budget shall be delivered to each co-owner and the assessment for said year shall be established based upon said budget, although delivery of a copy of the budget to each co-owner shall not affect the liability for any co-owner for any existing or future assessment. All units shall be assessed equally. Should the Board of Directors, at any time, determine in the sole discretion of the Board of Directors: (1) that the assessment levied are or may prove to be insufficient to pay the costs of operation and management of the condo; (2) that it is necessary to provide replacement of existing common elements; (3) that it is necessary to provide additions to the common elements, not exceeding \$2,500.00 annually; (4) that there is an emergency, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.
- (b) Special assessments, in addition to those required in (a) above, special assessments may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for capital improvements for additions with a cost exceeding \$2,500.00 per year; (2) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 6 hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph 3(b) shall not be levied without the prior approval of more than sixty-six (66%) percent of all co-owners.
- (c) Special assessments and property taxes shall be assessed against the individual condominium unit identified as units on the Condominium Subdivision Plan and not on the total property of the project or any other part thereof, except for the year in

which the condominium project was established subsequent to the tax date. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the condominium project shall be expenses of administration of the project and paid by the co-owners as provided in Section 69 of the Act. Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax date shall be assessed against the individual condominium unit notwithstanding any subsequent vacation of the condominium project. Condominium units shall be described for such purposes by reference to the condominium unit number of the Condominium Subdivision Plan and the caption thereof together with the liber and page of the county records in which the approved Master Deed is recorded. Any assessment for subsequent real property improvements to a specific condominium unit shall be assessed to the condominium unit description only. For property tax and special assessment purposes each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

- (d) The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to completed and occupied homes on Units that it owns. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the Hartland Township, or the Livingston County Department of Building and Safety. Certificates of Occupancy may be obtained by the Developer at such time prior to actual occupancy as the Developer, in its discretion, may determine. The Developer shall, in no event, be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, its directors, officers, principal, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any costs of investigating and preparing such litigation or claim or any similar or related costs.

Section 4. Co-owners Payment of Assessments

All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners without increase or decrease for the existence of any rights to the use of common elements. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by co-owners in one (1) annual installment, commencing with acceptance of a deed to a unit or with acquisition of fee simple title to a condominium unit by any other means. The payment of an assessment shall be in default if such assessments, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of ten (10%) percent per annum until paid in

full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his condominium unit, which may be levied while such co-owner is the owner thereof.

Section 5. No Exemption from Assessments

No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his condominium unit.

Section 6. Delinquent Assessments - Foreclosure

The Association may enforce collection of delinquent assessments as follows:

- (a) Sums assessed to a co-owner by the Association which are unpaid constitute a lien upon the unit or units in the project owned by the co-owners at the time of the assessment. The assessment shall come before other liens except tax liens on the condominium unit in favor of any State or Federal taxing authority and sums unpaid on a first mortgage of record. Past due assessments which are evidenced by a Notice of Lien, as recorded as set forth in Section 108(3) of the Condominium Act have priority over a first mortgage recorded subsequent to the recording of the Notice of Lien. The lien upon each condominium unit owned by the co-owner shall be in the amount assessed against the condominium unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium units no longer owned by the co-owner but which became due while the co-owner had title to the condominium units. The lien may be foreclosed by an action or by advertisement by the Association of co-owners in the name of a condominium project on behalf of the other co-owners.
- (b) A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.
- (c) A foreclosure proceeding may not be commenced without recordation and service of a Notice of Lien in accordance with the following:
 - (i) A Notice of Lien shall set forth the legal description of the condominium unit or condominium units to which the lien attaches, the name of the co-owner of record thereof, and the amounts due the Association at the date of notice, exclusive of interest, costs, attorney fees and future assessments.
 - (ii) The Notice of Lien shall be in recordable form, executed by authorized representatives of the Association and may contain other information as the Association may deem appropriate.

- (iii) The Notice of Lien shall be recorded in the office of the Register of Deeds for Livingston County, Michigan, and shall be served on the delinquent co-owner by first class mail, postage prepaid, addressed to the last known address of the co-owner, at least ten (10) days in advance of commencement of the foreclosure proceeding.
- (d) The Association, acting on behalf of all the co-owners, may be at the foreclosure sale and acquire, hold, lease, mortgage or convey the condominium unit.
- (e) An action to recover money judgments for unpaid assessments may be maintained with or without foreclosing or waiving the lien.
- (f) An action for money damages and foreclosure may be combined in one action.
- (g) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the condominium unit, if not occupied by the co-owner and to lease the condominium unit and collect and apply the rents therefrom.
- (h) No co-owner shall participate in meetings or vote if his unit's assessments are past due.

Section 7. Mortgagee Assessments

Notwithstanding any other provisions of the condominium documents, the holder of any first mortgage covering any condominium unit in the project who comes into possession of the condominium unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchase at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessment or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 8. Unpaid Assessments

Upon the sale or conveyance of the condominium unit, all unpaid assessments against the condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

- (a) Amounts due the states, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit.

- (b) Payments due under a first mortgage which have priority thereto.

A purchaser or grantee is entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments against the seller or grantor in excess of those set forth in the written statement. Unless the purchaser or grantee requests the written statement from the Association as provided in the Act at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interest, costs and attorney fees incurred in the collection thereof.

Section 9. Property Taxes and Special Assessments

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

Section 10. Liens

Any lien arising pursuant to the laws of the State of Michigan shall be subject to Section 132 of the Act.

ARTICLE III ARBITRATION

Disputes, claims or grievances arising out of or relating to the interpretation or the application of the condominium documents or any disputes, claims or grievances arising among or between co-owners, the Developer or the Association, shall be subject to arbitration in accordance with the provisions of Section 144 of the Act.

ARTICLE IV INSURANCE

Section 1. Insurance

The Association, if applicable, shall carry fire, extended coverage, vandalism and malicious mischief liability insurance, and workmen's compensation insurance, pertinent to the ownership, use and maintenance of both the common elements and limited common elements of the condominium project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, co-owners, and their mortgagees, as their interests may appear, and

provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner shall obtain insurance coverage at his own expense upon his unit. It shall be each co-owner's responsibility to obtain insurance coverage for his building and personal property located within his unit or elsewhere on the condominium and for his personal liability for occurrences within his unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association.

- (b) All common elements of the condominium project shall be insured against liability in an amount as determined annually by the Board of Directors of the Association. Any improvements made by the co-owner within his unit shall be covered by insurance obtained by and at the expenses of said co-owner; provided, that if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of the assessments against said co-owner under Article II hereof.
- (c) All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.
- (d) 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, wherever repair or reconstruction of the common elements shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the holders of first mortgages on units in the project have given their prior written approval.

Section 2. Appointment of Attorney-in-Fact

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, extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, pertinent to the condominium project and the common elements, with such insurer as may from time to time provide such insurance for the condominium project. Without limitation on the generality of the foregoing, the Association as said

attorney shall have full power and authority to purchase and maintain such insurance, collect and remit premiums therefore, collect proceeds and distribute the same to the Association, co-owners and the respective mortgagees as their interests may appear (subject always to the condominium documents), execute releases of liability, execute all documents, and do all things on behalf of such co-owner and the condominium as shall be necessary or convenient to the accomplishment of the foregoing. This Power of Attorney shall not be affected by disability of the co-owner. Nothing in this paragraph shall be deemed to excuse the co-owner from insuring his unit.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Destruction of Condominium Premises

If any part of the condominium premises shall be partially or completely destroyed, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

- (a) If the damaged property is a common element, the property shall be rebuilt or repaired unless it is determined by a unanimous vote of all the co-owners in the condominium that the condominium shall be terminated and each holder of a first mortgage of lien on any unit in the condominium has given its prior written approval of such termination.
- (b) If the damaged property is a unit or any improvement thereon, the co-owner of such unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgage of other person or entity having an interest in such property, and such co-owner shall be responsible for any reconstruction or repair that he elects to make. The co-owner shall in any event remove all debris and restore his unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance, with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Restoration of Damage

Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications and restore the project to a condition as comparable as possible to the condition existing prior to damage unless the Board of Directors shall unanimously decide otherwise.

Section 3. Responsibility of Co-Owner to Repair

If the damage is only to the part of a unit or structure, which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the co-owner to repair such damage. If the damage is to a easement within a unit area the maintenance and repair of which is the responsibility of an appurtenant co-owner, then it shall be the responsibility of the co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair shall be that of the Association in accordance with Section 4 hereof.

Section 4. Responsibility of Association to Repair

The Association shall be responsible for reconstruction, repair and maintenance of the common elements and any incidental damage to a unit caused by such common elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners of the cost of reconstruction and repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs or repair.

Section 5. Eminent Domain

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

- (a) In the event of any taking of any entire unit by eminent domain, the award for such taking shall be paid to the owner of such unit and any mortgagee thereof as their interests may appear. After acceptance of such award by the owner and any mortgagee, they shall be divested of any interest in the condominium project. In the event that any condemnation award shall become payable to any co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the co-owner and any mortgagee, as their interests may appear.
- (b) If there is any taking of any portion of the condominium other than any unit, the condemnation proceeds relative to such taking shall be paid to the effected co-owner or co-owners and any mortgagees in proportion to the effect such taking has on each of their interests in the common elements and the affirmative vote of more than fifty (50%) percent of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they

deem appropriate. Any disputes arising under this subsection shall be submitted to binding arbitration.

- (c) In the event the condominium project continues after taking by eminent domain, then the remaining portion of the condominium project shall be resurveyed and the Master Deed amended accordingly, and, if any unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.
- (d) In the event any unit in the condominium, or any portion thereof, or the common elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the units in the condominium.

Section 6. Notice of Loss of FHLMC

In the event any mortgage in the condominium is held by the Federal Home Loan Mortgage Corporation, hereinafter referred to as "FHLMC" then the Association shall give FHLMC written notice at such address as it may from time to time direct, of any loss to or taking of the common elements of the condominium if the loss or taking exceeds Ten Thousand and no/100 (\$10,000.00) Dollars in amount, or damages to a condominium unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand and no/100 (\$1,000.00) Dollars.

Section 7. Right of Mortgagee to Insurance Proceeds

Nothing contained in the condominium documents shall be construed to give a co-owner, or any other party, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to co-owners of insurance proceeds or condemnations awards for losses to or a taking of condominium units and/or common elements.

ARTICLE VI RESTRICTIONS

Section 1. Residential Use

No unit in the condominium shall be used for other than single-family residence purposes and the common elements shall be used only for purposes consistent with the use of single-family residences. All dwellings shall be served by an individual well and septic system and the co-owners have a responsibility to be aware of both the limitations and special maintenance needs of such servicing.

- (a) The provisions of the Township of Hartland Zoning Ordinance regarding minimum lot size, minimum floor area per dwelling unit, yard setbacks and maximum height of building shall apply to the condominium development. For purposes of applying these ordinance provisions to the condominium development, the following shall apply:
 - (i) The term "lot" as used in the Zoning Ordinance shall mean the unit including the unit's appurtenant yard area and easement area.
 - (ii) The term "front lot line" as used in the Zoning Ordinance shall mean the line separating the unit's building yard area from the area of land which is a general common element within which a roadway is contained.
 - (iii) The term "side lot line" as used in the Zoning Ordinance is the line between a unit's building side yard area and the adjoining unit's building side yard area.

Section 2. Leasing

A co-owner may lease his unit for the same purposes set forth in Section 1 of this Article VI. No co-owner shall lease less than an entire unit in the condo. The terms of all leases, occupancy agreements, and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the condominium documents. The Developer may lease any number of units in the condominium in its discretion.

- (a) Tenants or nonco-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project and all Leases and Rental Agreements shall so state.
- (b) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the condominium documents, then Association shall take the following actions:

- (i) The Association shall notify the co-owner by certified mail advising of the alleged violation by tenant.
 - (ii) The co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 - (iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction and money damages against the tenant, co-owner, or nonco-owner occupant for breach of the conditions of the condominium documents. The relief set forth in this Section may be by summary proceeding. The Association may hold the tenant and the co-owner liable for any damages caused by the co-owner or tenant in connection with the condominium unit. All costs of such action, including all actual reasonable attorney fees, shall be assessed against the unit so affected.
- (c) When a co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a co-owner condominium unit under a Lease or Rental Agreement and the tenant, after receiving the notice, shall deduct from rental payments due to co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the Rental Agreement or Lease by the tenant.

Section 3. Neotraditional Housing

A single neotraditional residential structure may be erected on each unit. No more than one single-family structure shall be permitted and no duplex or multiple-family structure shall be permitted. Each single-family structure shall include a minimum of 1,800 square feet if a ranch and 2,300 square feet if a colonial.

Following construction of the primary structure, a co-owner may make improvements or alterations to the residential structure with permission of the Developer or a control committee. Refer to Section 15, page 23.

No off-site manufactured housing, modular housing, or trailer, except structural type panels, shall be allowed, subject to approval by the Developer and a control committee.

The Parshallville Pond Site Condominiums is located in the Hartland Township Settlement Residential (STR) zoning district. The building plans must be approved in compliance with Township Ordinances and approved by Hartland Township.

Section 4. Activities

No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements or limited common elements nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do, or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the condominium without the written approval of the Association and each co-owner shall pay the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. Pets

No animals except two (2) dogs and/or two (2) cats shall be maintained by any co-owner unless specifically approved in writing by the Association. No more than a total of two (2) pets in the aggregate shall be kept by any owner. All pets shall be domestic type animals weighing less than 85 pounds.

Section 6. Storage

Neither the common elements, limited common elements, nor the units shall be used for outside storage of supplies, materials, personal property, trash or refuse of any kind, except as provided in the duly adopted Rules and Regulations of the Association. Trash receptacle shall be maintained in garages at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary.

Section 7. Tree Preservation

Co-owners shall make every effort to maintain the natural tree line along the road. All co-owners of the units shall make every reasonable effort to save and maintain mature existing trees on each unit.

Co-owners are responsible and shall be required to plant trees within the limits of their unit frontage property lines according to the Township Site Plan requirements within three months after occupancy, weather permitting.

The Developer or the association may require replacement of trees that have been removed without authorization to do so and the Co-owners shall be responsible for cost of replacement. The Association, at its option, may complete the work and the Co-owner shall be liable for the costs thereon. If the Association does not complete the work the Co-owners shall be required to pay the Association the estimated cost of replacement.

Trees within a Unit shall not be cut by the co-owner or his agents, employees or contractors without authorization from the Developer. A co-owner desiring to remove trees shall submit to the Developer a written plan (drawing) designating trees to be removed. If a tree is wrongfully removed the co-owner shall have a duty to replace the tree with a similar species of the greatest size that can be transplanted.

Section 8. Fencing

Wire fencing may be utilized in areas located behind the front building line of residences. Board/rail or decorative fencing only may be utilized for areas between the Road and the front building line of any residence. Written approval of the Association is required in regard to type, size, color, and location prior to installation.

Section 9. Signs

No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or the common elements without the written permission of the Association, except for one "FOR SALE" sign not to exceed six square feet. One (1) monument entrance sign shall be permitted and installed by the Developer. Maintenance shall be the responsibility of the Association.

Section 10. Unit 7 Existing Structure

The existing house located on Unit 7 will be remodeled, within one year after sale to a third party, to conform, as nearly as reasonable possible with the standards described in these Bylaws.

Section 11. Building Setbacks

Setbacks from property lines for all homes shall be at least:

| | |
|------------|---------|
| Front yard | 30 feet |
| Side yard | 10 feet |
| Rear yard | 20 feet |

A home may not exceed 35 feet in height measured from the first story sill plate.

The Developer may allow a lesser setback from a property line, but not less than required by the Township ordinances, where there are practical difficulties in sitting a home on the unit.

Section 12. Health Department Restrictions

Dwellings constructed upon a Unit shall be served by potable water supply systems. Wells shall be drilled by a duly licensed well driller. Based on information obtained on the test well records along with neighboring well logs, the wells will most likely be completed at depths ranging from 80-130 feet in a strata identified as sand and gravel material.

According to the Livingston County Health Department, there may be elevated hardness and iron levels throughout the project. Each Co-Owner shall be responsible for the installation and maintenance of any softening or treatment systems necessary or desirable to prevent staining of fixtures or taste and/or odor problems which may arise as a result of the water supply.

All homes constructed on Units shall utilize public wastewater disposal services and public water supply. The following restrictions shall apply to construction of homes on the Units.

1. No unit shall be used for other than a single-family dwelling.
2. There shall be no future subdividing of any building unit, which would utilize individual onsite sewage disposal and/or water supply systems.
3. "Parshallville Pond" Site Condominium Project has been approved for 20 individual Units as described in Advantage Civil Engineering site plan job #99047 last revision dated April 14, 2003. The well and septic shall be located in the exact area as indicated on the preliminary site plan, or as otherwise permitted by the health department.
4. All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth that will penetrate a minimum of a 10 ft. impervious clay layer and/or shall maintain a minimum of 50 ft. from the static water level to the bottom of the casing or top of the screen.
5. The test well(s) used to determine onsite water supply adequacy have been drilled on Units 12 and 18. If these wells are not intended for the use as a potable water supply, then they must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act. The wells are intended for use as a portable water supply for homes constructed on the units.
6. Unit 7 is an existing residence.
7. There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.

APPROVED
Livingston County Department
of Public Health

Name _____

Date _____

8. The reserve septic locations as designated on the preliminary plan on file at the Livingston County Department of Public Health must be maintained vacant and accessible for future sewage disposal uses.
9. Prior to issuance of permits for Units 8-11, 13 and 14 individual engineered site plans showing elevation and design specifications for both proposed active and reserve septic areas along with the house, well, and utility locations shall be submitted to the LCDPH for review and approval. Due to the fact that engineered plans shall be required along with written engineer approval after the septic areas have been prepared, the cost of the system may be higher than a typical conventional sewage disposal system.
10. The active and reserve septic areas shall be prepared according to the information submitted by the engineer on Unit 15. Elevation and design specifications have been submitted to the Livingston County Department of Public Health for review and have been approved engineer certification is required **prior to final mater deed approval** indicating that these units have been prepared under engineer guidelines and written certification is requires along with an "as-built" drawing depicting the original grades and final constructed grades in the cut or filled areas.
11. The onsite sewage disposal systems for Units 8 and 17 will require the excavation of slow permeable soils to a move permeable soil ranging between 5-6 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaces with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.
12. Unit 1 will require that the bottom of the stone be no deeper than 18 inches below the original grade.
13. Due to elevation differences between proposed house grades and septic locations Units 2, 3 and 5 may require a pump type sewage disposal system. If pumping is necessary, engineer specifications for a pump size and design must be submitted prior to permits being issued.
14. Individual site plan has been submitted for Unit 3. This Unit shall be developed in accordance with these plans, which are on file at LCDPH. Care must be taken not to locate any underground utility lines within the area proposed for active or reserve septic systems.
15. The engineer must give written certification that any additional grades, filling and/or land balancing that has taken place as part of the construction of the development has not affected the placement for either the active or reserve disposal systems. This certification must be given stating that there has been no change on any units affected **prior to final master deed approval**.

APPROVED
 Livingston County Department
 of Public Health
 Name Paul Keger
 Date 8-14-03

16. **Prior to master deed approval**, written engineer certification must be given which indicates that all storm drains, which are within 25 ft. to the proposed active or reserve septs have been sealed with a watertight premium joint material.
17. A 2,800 sq. ft. area has been designated on each unit for the active and reserve sewage disposal systems to accommodate a typical four bedroom single family home. Proposed homes exceeding four bedrooms must show that sufficient area exists for both active and reserve sewage systems, which meet all acceptable isolation distances.
18. There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.
19. All restrictions placed on "Parshallville Pond" Site Condominium Community by the Livingston County Department of Public Health are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Department of Public Health.

APPROVED
Livingston County Department
of Public Health
Name David J. [Signature]
Date 8-14-03

Section 13. Driveways

All driveways shall be surfaced with concrete, bituminous, or brick paving with suitable sub-base support. The grading, installation and paving of driveways shall be completed prior to occupancy of a residential structure, weather permitting.

Section 14. Antenna

The Developer, during the construction and sales period, and the Association after control of the Association is assumed by the Co-owners, shall approve the height and location on an unit of;

- (a) An antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or
- (b) An antenna that is designed to receive video programming service via multipoint distribution service, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or
- (c) An antenna that is designed to receive television broadcast signals,

The approval of the request for the style and location of an antenna shall not be unreasonably delayed, it shall not unreasonably prevent installation, maintenance or use, unreasonably increase the cost of installation, maintenance or use or preclude reception of an acceptable quality signal. No antenna, other than as described in (a), (b) and (c) shall be allowed.

Section 15. Accessory Building

The location of, design color and materials for out buildings must be approved by the architectural control committee and conform to the architectural design and colors of the primary residence. The accessory buildings shall not be of a size greater than 1000 square feet at ground level.

Section 16. Roof Pitch

Sloping roof pitches are to be a minimum of 8/12 for functional and aesthetic reasons.

Section 17. Plan Review

Before commencing construction of any building or buildings on said property, plans must be submitted to and approved by the Parshallville Pond's Architectural Supervisor, Architectural Committee. In the event of their resignation for inability to act, the majority of property owners shall select and appoint a qualified Architectural Supervisor to whom said plans must be first submitted for approval. Plans shall include a complete detailed site plan including existing and proposed elevations and dimensions of all structures and septic locations, driveways, outbuildings and trees proposed to be removed and materials to be used in construction and color selections.

Mr. Stewart Oldford and Mr. Dan C. Howell shall be the Architectural Supervisors until 75% of the lots have sold and then upon notification of the majority of the Lot Owners they shall resign. Thereafter the Board of Directors shall assume the architectural review duties of the Association.

A residence shall not be substantially similar in exterior design and appearance to an immediately adjacent residence or to a residence located directly across the street.

Section 18. Exterior Lighting

All exterior lighting, including lamps, posts and lighting fixtures for any residence or garage shall be so situated or such intensity as not to create a nuisance to neighboring units. The owner of each residence is required to provide an outside yard light with an automatic light sensor switch that activates the light during the dark hours of the day to be erected on a single self-supporting post to be located in the front yard approximately 35 feet from the edge of the paved street or shared driveway.

Section 19. Pools

No aboveground swimming pools shall be allowed. Location and design of hot tubs and Jacuzzis require approval of the Association prior to installation.

Section 20. Exterior Surfaces

The Developer intends that there shall be constructed on each Unit a residential dwelling. A co-owner must engage the services of a licensed builder to construct the home and any permitted outbuildings.

The exterior of all structures (excepting the exterior door) shall be finished in a spectrum of color tones typically associated with neo-traditional homes acceptable to the Developer or Association in wood, wood veneer, brick, stone, cultured stone, stucco, vinyl siding or a combination of these materials. Garages and out buildings shall be finished in one or more materials and colors similar to that used on the dwelling structure and shall maintain the same architectural theme as the dwelling which is located on the same Unit. All structures shall be erected upon a foundation constructed on suitably permanent material extending below the frost line. No exposed exterior foundation shall be permitted on any residence or outbuilding. The exposed side and/or rear wall of a walkout home shall be faced with brick or fieldstone.

Section 21. Storage

The Owner of any Unit may not, at any time, keep outdoors or permit to be kept outdoors on the premises, street, neighboring properties, or on the private way, any truck having a chassis rating in excess of 3/4 ton, no commercial trucks or trailers, nor a house trailer, truck camper, boat, boat trailer, or RV vehicle, for a period exceeding two (2) days. No construction materials or equipment shall be present or stored upon the project premises or Units, except during the actual construction of permanent improvements upon any Unit. No overnight parking of any type shall be allowed on any private road or shared drive.

Section 22. Landscaping

The Co-Owners of the units shall obtain approval of the Developer/Association for the landscape plan and shall complete the plantings within three months of completion of the home constructed on the unit, weather permitting.

Section 23. Rules and Regulations

Reasonable rules and regulations consistent with the Act, the Master Deed and these By-Laws, concerning the use of the common elements may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules and regulations, and amendments thereto, shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all co-owners in number and in value except that the co-owners may not evoke any regulation or amendment prior to the transitional control date.

Section 24. Access for Maintenance, Repair and Replacement

The Association, or its duly authorized agents, shall have access to each unit from time to time, during reasonable working hours and upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements there or accessible therefrom. The Association, or its agents, shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit. It shall be the responsibility of each co-owner to provide the Association with a means of access to his unit during any period of absence.

Section 25. Co-Owner's Responsibilities

Each co-owner shall maintain his unit in a safe, clean and sanitary condition, including removal of snow and ice or other obstruction of the unit's sidewalk when applicable. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to, telephone, gas, plumbing, electrical, cable T.V., other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

Section 26. Association Right to Maintain and Repair

Parshallville Pond Site Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the co-owners and all persons interested in the condominium. If at any time the Association fails to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any common elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the sales period by appropriate legal and equitable remedies.

**ARTICLE VII
MORTGAGES**

Section 1. Notification of Insurer

The Association shall, if requested to do so, notify each mortgagee appearing in a "Mortgages of Units" book of the name of each company insuring the condominium against fire perils covered by extended coverage, vandalism and malicious mischief and the amount of such coverage.

Section 2. Notification of Meetings

Upon written request submitted to the Association, any holder of a first mortgage lien on any unit in the condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

**ARTICLE VIII
AMENDMENTS**

Section 1. Proposed Amendments

Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members or by instrument in writing signed by them.

Section 2. Meetings

Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association By-Laws.

Section 3. Two-Thirds Affirmation Vote to Amend

Except as expressly limited in Section 5 of this Article VIII, these By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purposes by an affirmative vote of not less than 66 2/3% of all co-owners.

Section 4. Mortgages Consent

Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon recording of such amendment in the office of the Register of Deeds of Livingston County, Michigan. Without the prior written approval of all holders of first mortgage liens on any unit in the condominium, no amendment to these By-Laws shall become effective which involves any change, direct or indirect, in Article I, Sections 3 and 4(b); Article II, Sections 3(a), 4 and 7; Article IV, Section 1(d); Article V, Sections 1, 4, 6 and 7; Article VII, Sections 1 and 2; Article VIII, Section 3 and 4; or Article XI, Sections 1, 2 and 3 or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

Section 5. Notice to Co-Owners

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

ARTICLE IX COMPLIANCE

Section 1. Co-Owners Duty of Compliance

The Association of co-owners, 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, the Master Deed, By-Laws, Articles of Incorporation of the Association and Rules and Regulations adopted by the Association. 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 X DEFINITIONS

Section 1. Meaning of Terms

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

**ARTICLE XI
REMEDIES FOR DEFAULT**

Section 1. Relief for Default

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

- (a) Failure to comply with any of the terms or provisions of the condominium documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief as may be sought by the Association, or if appropriate, by an aggrieved co-owner or co-owners.
- (b) 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 and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the court, but in no event shall any co-owner be entitled to recover such attorney fees.
- (c) The violation of any of the provisions of the condominium documents shall also give the Association, or its duly authorized agents after notice to the unit owner, the right, in addition to the rights set forth above, to enter upon the common elements or into any unit where reasonably necessary and summarily remove and abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the condominium documents. The Association shall have no liability to any co-owner arising out of the removal and abatement.
- (d) The violation of any of the provisions of the condominium documents by any co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, to levy monetary fines for such violations. No fine except as hereinafter stated may be assessed unless the Board of Directors of the Association has first duly adopted rules and regulations establishing such fine and notice thereof has been given to all co-owners in the same manner as prescribed for the adoption of rules and regulations pursuant to these By-Laws. Thereafter, fines may be assessed only upon notice to the offending co-owners as prescribed for the adoption of rules and regulations pursuant to these By-Laws and an opportunity for such co-owner to appear before the Board no less than seven 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 By-Laws.
- (e) A fine may be imposed upon the Co-owner who violates any of these restrictions, in the amount of \$200.00 or each day the violation continues unabated, to be paid to the Association. The amount of such fine may be amended from time to time,

by a majority of the members constituting the Condominium Association. In addition to the fine imposed upon the Owner who violates any of these restrictions, such Owner shall also be held solely responsible for payments of all actual attorney fees and costs incurred by the Condominium Association in connection with the enforcement of these restrictions as applies to the violating Owner.

Section 2. Enforcement

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 3. Cumulative Remedies

All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid condominium documents shall be deemed to be cumulative and exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such part at law or in equity.

**ARTICLE XII
SEVERABILITY**

Section 1. Provisions Severable

In the event that any of the terms, provisions or covenants of the By-Laws or the condominium documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants held to be partially invalid or unenforceable.

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 285

EXHIBIT "B" TO THE MASTER DEED OF

PARSHALLVILLE POND

SITE CONDOMINIUM

SECTION 05, T3N-R6E, HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

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

DEVELOPERS
OLDFORD/HOWELL DEVELOPMENT
8340 PEER ROAD
SOUTH LYON, MI. 48178

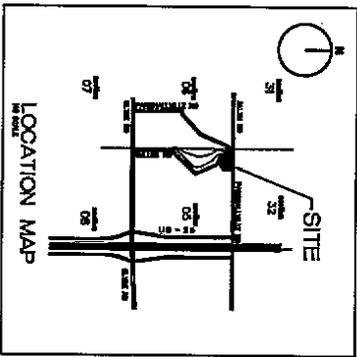
DESCRIPTION

PART OF THE NW QUARTER 1/4 OF SECTION 5, T3N-R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 5, THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 5, S 89°16'22" W, 205.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5, S 89°16'22" W, 205.42 FEET TO THE SOUTH 1/4 CORNER OF SECTION 32, T4N-R6E, THENCE CONTAINING ALONG THE NORTH LINE OF SAID SECTION 5, S 89°21'01" W, 1407.59 FEET, THENCE S 05°47'01" E, 631.59 FEET (RECORDED AS S 05°47'01" E, 522.26 FEET) TO THE POINT OF BEGINNING OF THE PARCEL, TO BE DESCRIBED, THENCE CONTAINING S 05°47'01" E, 288.33 FEET (RECORDED AS N 84°10'01" E, 288.33 FEET, THENCE N 85°33'04" E, 800.13 FEET (RECORDED AS N 84°10'01" E, 800.13 FEET, THENCE S 01°09'21" E, 724.34 FEET, THENCE S 52°37'20" W, 220.10 FEET, THENCE ALONG THE EAST LINE OF "MORSEVIEW HILLS", A SUBDIVISION OF PART OF THE NW QUARTER 1/4 OF SAID SECTION 5, T3N-R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN AS RECORDED IN LIBER 8 OF PLATS, PAGE 18, LIVINGSTON COUNTY RECORDS IN 572700' W, 603.40 FEET, THENCE ALONG THE NORTHERLY LINE OF SAID "MORSEVIEW HILLS", S 05°34'42" W, 326.65 FEET, THENCE ALONG THE EASTERLY LINE OF SAID "MORSEVIEW HILLS", N 36°11'23" W, 515.13 FEET (RECORDED AS N 36°11'23" W, 515.13 FEET, THENCE N 05°13'15" W, 292.81 FEET (RECORDED AS N 05°13'15" W, 292.81 FEET, THENCE N 14°55'09" W, (RECORDED AS N 14°55'09" W, 424.84 FEET), THENCE S 82°25'00" W, 516.00 FEET, THENCE N 05°13'15" W, 292.81 FEET (RECORDED AS N 05°13'15" W, 292.81 FEET, THENCE N 14°55'09" W, 424.84 FEET), THENCE S 82°25'00" W, 516.00 FEET, THENCE ALONG THE NORTHERLY LINE OF A CURVE TO THE LEFT HAVING A LENGTH OF 510 FEET, AN ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 510 FEET, THENCE ALONG THE DELTA ANGLE OF 145°09'57" AND A LONG CHORD BEARING AND DISTANCE OF 847.78 FEET, 50.81 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A LENGTH OF 325.04 FEET, RADIUS OF 284.00 FEET, DELTA ANGLE OF 65°39'01", AND A LONG CHORD BEARING AND DISTANCE OF S 21°24'21" E, 218.69 FEET, THENCE N 77°57'09" E, 114.94 FEET, THENCE S 17°05'51" E (RECORDED AS S 09°16'00" E), 133.00 FEET, THENCE N 36°27'00" E, 344.24 FEET (RECORDED AS N 01°18'01" E, 340.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 1615 SQUARE FEET OF AREA, SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING PARSHALLVILLE ROAD (66 FOOT WIDE) AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

DRAWING INDEX

| NO. | TITLE |
|-----|------------------------------|
| 1. | COVER SHEET |
| 2. | SITE PLAN |
| 3. | SURVEY PLAN |
| 4. | UTILITY PLAN/COORDINATE PLAN |

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 SURVEYOR'S CERTIFICATE ON SHEET 3.



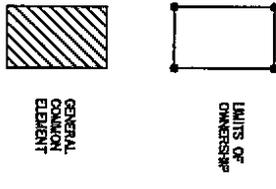
PROPOSED DATED 03-26-03

| | | |
|---|---|---------------------------|
| <p>ADVANTAGE CIVIL ENGINEERING</p> | <p>PARSHALLVILLE POND A SITE CONDOMINIUM COVER SHEET</p> | <p>PROJECT NO. 03-020</p> |
| | | <p>DATE: 03-26-03</p> |



- NOTES**
1. ROAD, STORM SEWERS AND STORM WATER DETENTION AREAS MUST BE BUILT.
 2. GAS, ELECTRIC, TELEPHONE, CABLEVISION LINES AND THE SOURCE OF THEIR LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 3. TRUNK LINES FOR GAS, ELECTRIC, TELEPHONE AND CABLEVISION MUST BE BUILT. INDIVIDUAL SERVICES NEED NOT BE BUILT.
 4. ALL UNITS TO BE SERVED BY INDIVIDUAL WATER WELLS AND INDIVIDUAL SEPTIC SYSTEMS APPROVED BY THE LINCOLN COUNTY HEALTH DEPARTMENT AND TO BE INSTALLED AND MAINTAINED BY INDIVIDUAL UNIT OWNERS.

LEGEND

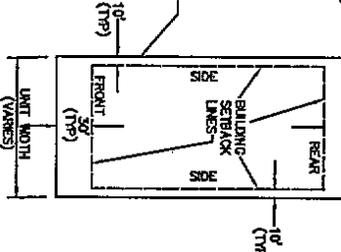
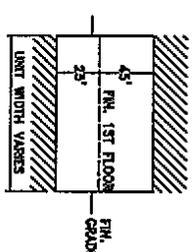
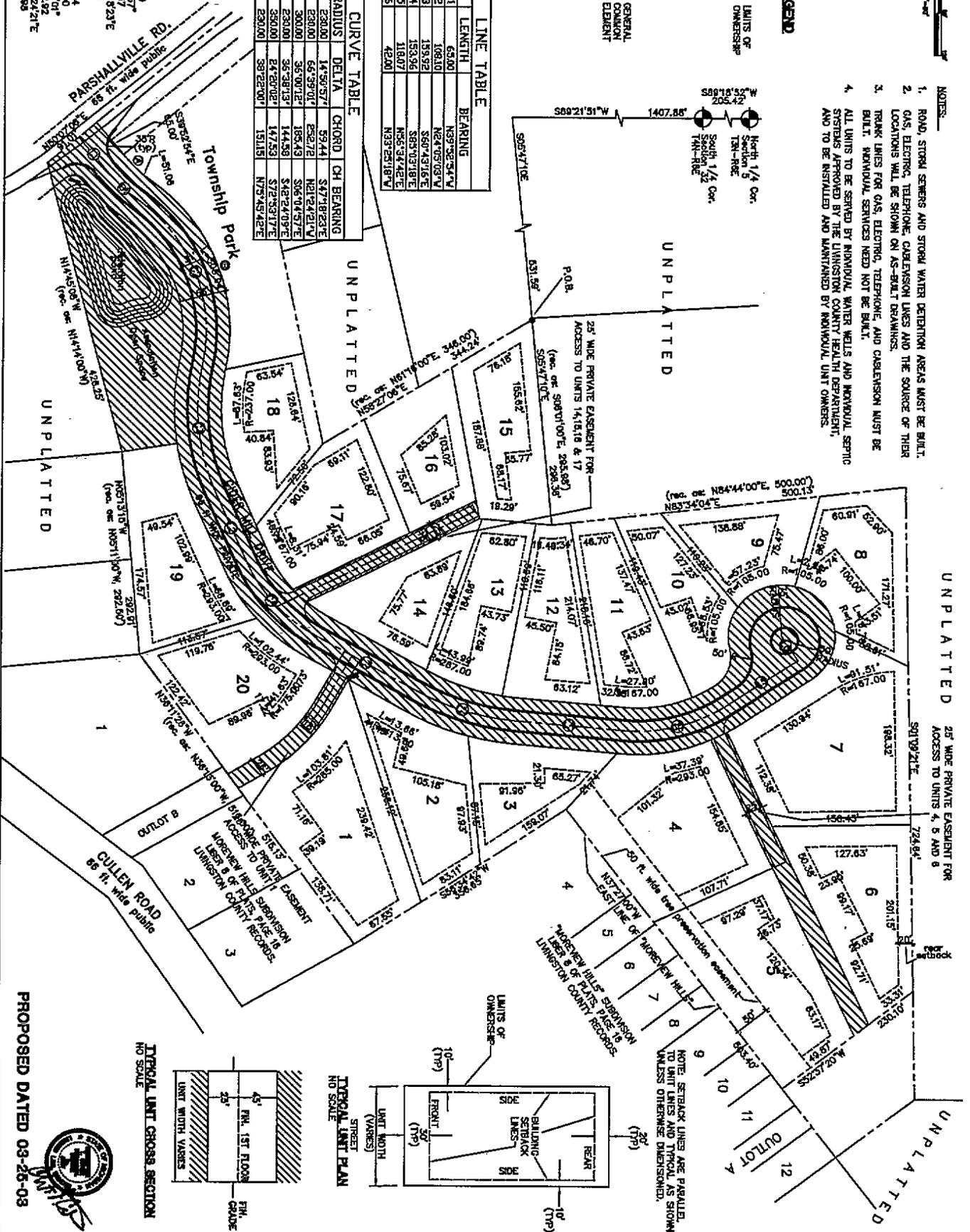


LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|--------------|
| L1 | 63.00 | N89°36'34\"W |
| L2 | 108.10 | N82°05'03\"N |
| L3 | 153.92 | S60°43'16\"E |
| L4 | 153.96 | S83°03'18\"E |
| L5 | 116.07 | N08°34'42\"E |
| L6 | 42.00 | N35°25'18\"W |

CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CHORD | CH BEARING |
|-------|--------|--------|------------|--------|--------------|
| C1 | 59.61 | 230.00 | 14°36'57\" | 59.44 | S47°18'23\"E |
| C2 | 86.758 | 230.00 | 64°39'07\" | 83.278 | N11°24'21\"W |
| C3 | 189.51 | 300.00 | 35°00'12\" | 183.49 | S08°10'31\"E |
| C4 | 147.07 | 230.00 | 35°38'13\" | 144.38 | S08°24'09\"E |
| C5 | 148.65 | 330.00 | 24°20'02\" | 147.53 | S72°53'17\"E |
| C6 | 154.01 | 230.00 | 38°22'00\" | 151.15 | N75°45'42\"E |



PROPOSED DATED 03-26-03



ADVANTAGE CIVIL ENGINEERING

PARSHALLVILLE POND SITE CONDOMINIUM SITE PLAN

STEWART OLDFORD / DAN HOWELL
6088 CULLEN RD
FENTON, MO 65480
816-882-7478

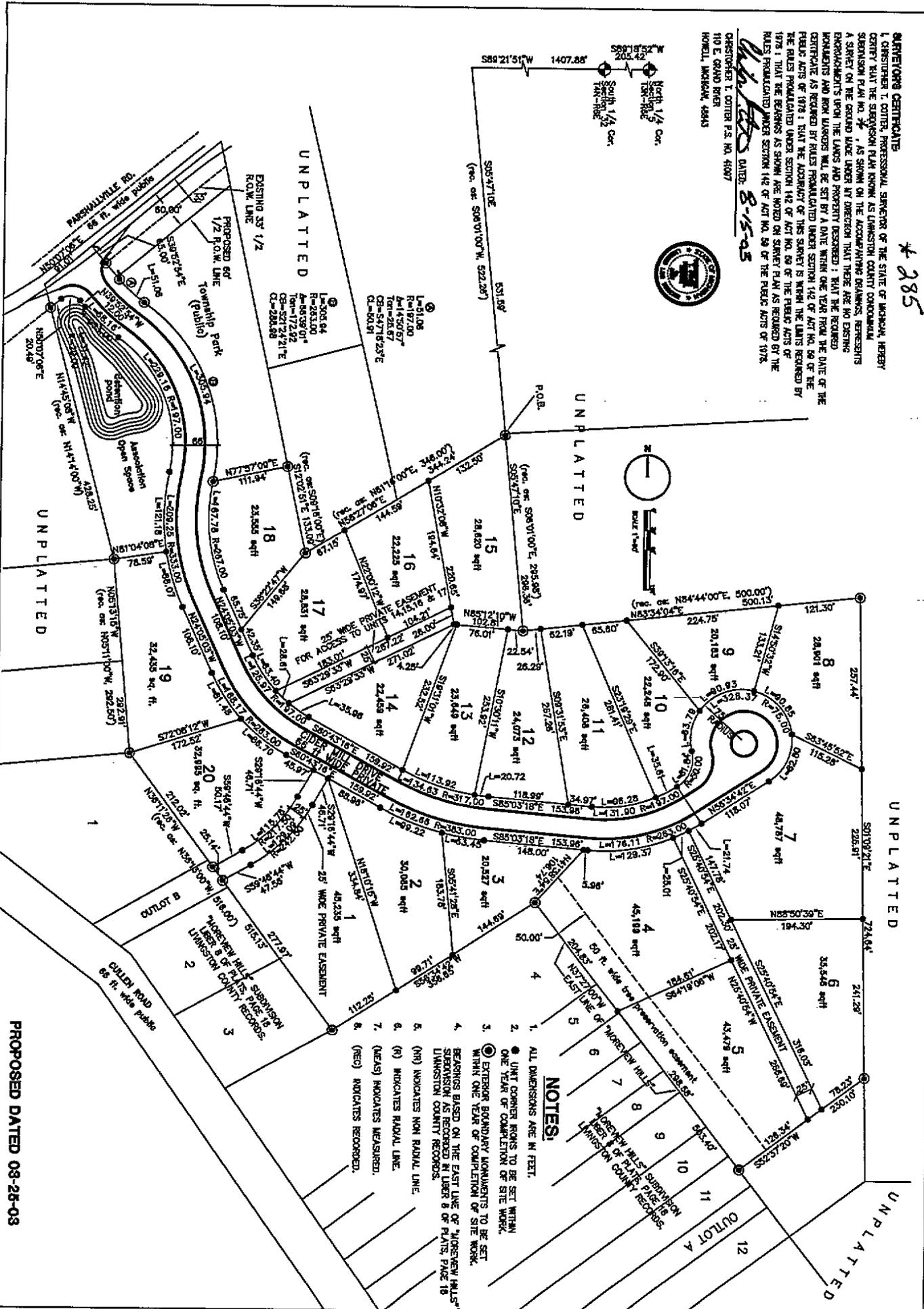
| | |
|------|-------------|
| DATE | DESCRIPTION |
| | |
| | |
| | |

* 285

SURVEYOR'S CERTIFICATE
 I, CHRISTOPHER T. COTTER, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SEVERSON PLAN KNOWN AS LINDSEY HILLS CONDOMINIUM SUBDIVISION PLAN NO. 27, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND UNDER THE JURISDICTION OF THIS OFFICE, AND THAT THE BOUNDARIES AND PROPERTY THEREON ARE CORRECTLY SHOWN AND PROPERLY DESCRIBED; THAT THE REQUIRED MONUMENTS AND NON-LIQUID RIGHTS WILL BE SET BY A DATE WITHIN ONE YEAR FROM THE DATE OF THE CERTIFICATE AS REQUIRED BY RULES FRAGMENTED UNDER SECTION 142 OF ACT NO. 236 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES FRAGMENTED UNDER SECTION 142 OF ACT NO. 236 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS AND DISTANCES NOTED ON SURVEY PLANS AS REQUIRED BY THE RULES FRAGMENTED UNDER SECTION 142 OF ACT NO. 236 OF THE PUBLIC ACTS OF 1978.

DATE: 8-15-03

CHRISTOPHER T. COTTER P.S. NO. 48907
 110 E. GRAND RIVER
 HONOLULU, HAWAII, 48843



NOTES:

1. ALL DIMENSIONS ARE IN FEET.
2. UNIT CORNER POINTS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
3. EXTERIOR BOUNDARY MONUMENTS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
4. BEARINGS BASED ON THE EAST LINE OF "MADENWELL HILLS" SUBDIVISION AS RECORDED IN LIBER 8 OF PLATS, PAGE 18 LINDSEY HILLS CONDOMINIUM RECORDS.
5. (NR) INDICATES NON RADIAL LINE.
6. (R) INDICATES RADIAL LINE.
7. (MEAS) INDICATES MEASURED.
8. (REC) INDICATES RECORDED.

PROPOSED DATED 03-25-03

| | | |
|---|---|--|
| <p>ADVANTAGE CIVIL ENGINEERING</p> | <p>PARSHALLVILLE POND SITE CONDOMINIUM SURVEY PLAN</p> | <p>STEWART OLDFORD / DAN HOWELL 5500 CULLEN RD FENTON MI 48430 810-662-7470</p> |
|---|---|--|

EXHIBIT C

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY LIVINGSTON

OLDFORD & HOWELL DEVELOPMENT, L.L.C.,
a Michigan limited liability company,

Plaintiff,

-v-

Case No. 01-18560-AS
Hon Stanley J. Latreille

HARTLAND TOWNSHIP, a municipal corporation,
HARTLAND TOWNSHIP ZONING BOARD OF APPEALS, an official board of Hartland Township,
GREGORY BOGDANSKI, KATHERINE MORAVEC, ANN ULRICH, DAVID KALENAUSKAS, and DOUGLAS KUHN,

Defendants,

And

OLDFORD & HOWELL DEVELOPMENT, L.L.C.,
a Michigan limited liability company,

Plaintiff/Appellant,

-v-

HARTLAND TOWNSHIP ZONING BOARD OF APPEALS, an official board of Hartland Township,

Defendant/Appellee.

TRUE COPY
STANLEY J. LATREILLE
44th Circuit Court
[Signature]

3/17 TH

JEFFERY D. MEEK & ASSOCIATES
By: Jeffery D. Meek (P30624)
Hugh G. Pallazola (P54724)
Attorneys for Plaintiff/Appellant
38705 W. Seven Mile Road
Suite 400
Livonia, MI 48152
734.953.0200

FOSTER, SWIFT, COLLINS & SMITH, P.C.
By: Thomas P. Meagher (P32959)
Attorneys for Defendants/Appellees
313 South Washington Square
Lansing, MI 48933
517.371.8100

CONSENT JUDGMENT REGARDING THE USE OF REAL PROPERTY LOCATED IN, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

**CONSENT JUDGMENT REGARDING THE USE
OF REAL PROPERTY LOCATED IN, HARTLAND
TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN**

At a session of said Court, held in the
Livingston County Courtrooms, City of
Howell, State of Michigan, this 19th day
of March, 2003.

PRESENT: HON. STANLEY J. LATREILLE
CIRCUIT JUDGE

Plaintiff, Oldford & Howell Development, L.L.C., a Michigan Limited Liability Company (hereafter "Plaintiff" or "Developer") and Defendants, Hartland Township, a municipal corporation, Hartland Township Zoning Board of Appeals, Hartland Township Planning Commission, Gregory Bogdanski, Katherine Moravec, Ann Ulrich, David Kalenauskas, and Douglas Kuhn (hereafter "Defendants" or the "Township"), through their respective undersigned counsel, having agreed to the relief set forth in this Consent Judgment, and the Court being otherwise informed in this matter.

IT IS NOW HEREBY ORDERED as follows

1. The terms of this Consent Judgment shall govern the use and development of that certain real property located in Hartland Township, Livingston County, Michigan (the "Property"), which is legally described in the attached Exhibit A. The Plaintiff shall submit a true copy of this Consent Judgment to the Livingston County Register of Deeds for recording purposes.
2. The terms of this Consent Judgment shall be binding upon the successors and assigns of the parties to this litigation. The terms of this Consent Judgment also bind all current and future members of the Site Condominium Association and their successors and assigns.
3. The property shall be used and developed as a residential site condominium.

development in general conformity with the site plan attached as Exhibit B and in strict conformity with the remaining terms set forth in this Consent Judgment. The real property comprising the condominium development (which is exclusive of the real property described on Exhibits D and E) shall be subdivided into no more than twenty (20) individual lots, as shown on Exhibit B. The real property comprising the condominium development is described on attached Exhibit F. The only structures allowed to be developed on each lot will be single-family homes/site condominiums (one per lot), and construction of each site condominium will be subject to all zoning and applicable ordinance provisions which were in effect in Hartland Township, Michigan on August 1, 2000, and such provisions include, by way of example only, setbacks, building permits, signage, land usage and the like.

4. The development will be governed in part by a Master Deed, a copy of which is attached as Exhibit C.

5. The Developer will be entitled to place an entrance sign on the Property, that sign to conform with all applicable ordinances and regulations which were in effect on August 1, 2000.

6. The Township will cooperate in good faith regarding the Developer's need, if any, to obtain approvals from the pertinent governmental regulatory agencies (including Hartland Township) regarding development of the Property. The Township will not interfere with or impede the Plaintiff's efforts to obtain the approvals. Under no circumstances will the Township be required to incur any out of pocket expenses associated with securing the approvals from the other governmental regulatory agencies.

7. The land designated on the site plan (Exhibit B) as "Land to be sold to the Township", is not part of the condominium development. It is specifically described in Exhibit

D, and is hereafter referred to as "the Land" Developer represents and warrants that it is the owner of the Land with authority to sell the Land to the Township. The Township agrees to purchase the Land for One Hundred Forty Thousand Dollars (\$140,000.00), that amount due in full within thirty (30) days after this Consent Judgment enters.

8. Defendant agrees to purchase from Plaintiff, and Plaintiff agrees to sell to Defendant, the Land described on Exhibit D, subject to easements and building and use restrictions of record on January 30, 2003. The purchase price for the Land shall be One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00), which shall be paid upon delivery of a warranty deed at closing, plus tax prorations and adjustments provided for herein.

Plaintiff shall be responsible to pay in full on or before closing, all special assessments which are or may become a lien upon the Land on or before the date of closing. Taxes shall be prorated at closing as if paid in advance on a due date basis. As evidence of title, Plaintiff shall provide Defendant with standard ALTA owners policy of title insurance from American Title Company of Livingston County or another title insurance company acceptable to Defendant in the amount of the purchase price, without standard exceptions. Said policy shall also insure the gap period between the effective date of the commitment to the date of recording of the warranty deed. A commitment to issue such policy insuring good and marketable title vested in Plaintiff, including a tax status report, shall be made available for Defendant's inspection at least ten (10) days prior to closing. Plaintiff shall execute an owner's affidavit in the form required by the title insurance company providing said commitment, sufficient to cause said title company to issue said owner's policy of title insurance without standard exceptions.

Within ten (10) days after entry of this Consent Judgment, Plaintiff shall provide to Defendant copies of all surveys, mortgage reports, topographical maps, inspection reports,

environmental inspections and audits, soil tests, soil borings, and other such matters in Plaintiff's possession or control with respect to the Land.

Plaintiff represents and warrants to Defendant, which warranties and representations shall survive closing, that as of the date of entry of this Consent Judgment there are no violations of any law, statute, ordinance or regulation relating to any use or condition of the Land being purchased; there have been no notices of any alleged violations of any environmental laws or regulations and applicable occupational or safety or health standards established by law or regulation applicable to the Land, or condition of the Land being purchased and sold. Further, to the best of Plaintiff's knowledge, neither Plaintiff nor any predecessor, user or owner of the Property being purchased, nor any other person has generated, stored, or disposed of any hazardous waste or substance on the Property being purchased and sold hereunder.

Closing shall occur as soon as practical after all necessary closing documents have been prepared, but in no event later than thirty (30) days after the date of entry of this Consent Judgment. Unless otherwise agreed by the parties, closing shall be in the Livingston County offices of the title insurance company providing the title insurance commitment referenced above.

Plaintiff shall grant to Defendant possession of the Land at closing, subject to the provisions contained in this Consent Judgment

Each party represents and warrants to the other that said representing and warranting party has agreed to pay no real estate commissions or broker's fees in connection with the purchase and sale made pursuant to this Consent Judgment. Defendant shall indemnify and hold Plaintiff harmless against any brokerage fees or commissions agreed to by Defendant. Plaintiff agrees to indemnify and hold Defendant harmless against any brokerage fees or commissions agreed to by Plaintiff

Plaintiff is responsible for state and county real estate transfer taxes on this sale, together with any closing fee required to be paid to the title insurance company issuing the title insurance policy for closing on this sale, and the Defendant shall pay for the recording of the Warranty Deed.

9. The Township shall not build on or sell the Land (Exhibit D) for three (3) years beginning on the date that the transaction is consummated, i.e., when the Developer is paid and the deed is delivered to the Township. During that three (3) year time period, the Developer may mow or maintain the property in its current state, but may not plant or remove existing vegetation or interfere with current uses of the property, including without limitation parking on the property by customers of the cider mill.

10. In the event the Township elects to sell the Land, Plaintiff will have a 10-year right of first refusal to purchase the Land (described on Exhibit D) on identical terms as those offered to the Township by any other potential purchaser.

11. The Township hereby approves a lot split in favor of the Developer regarding property identified on Exhibit B as "Proposed Parcel A", that property being more specifically described at Exhibit E. Subject to the terms set forth in this Consent Judgment, the Township shall allow Proposed Parcel A to be developed in accordance with and subject to the Township's STR zoning ordinance, which was in effect on August 1, 2000. In granting this lot split and Plaintiff's right to STR zoning, and except as otherwise provided in this Consent Judgment, it is agreed that any development of proposed Parcel A (as described on Exhibit E) must comply with all other applicable procedures.

12. To the extent within the Township's control, all ordinances applicable at the time the site plan was preliminarily approved on August 1, 2000 shall be applicable to the development at this time, except as superceded by this Consent Judgment.

13. All utilities may be within the 66' right-of-way shown on Exhibit B.

14. The Township will not require sidewalks as a part of the development and, consequently, sidewalks are not indicated on Exhibit B.

15. Plaintiff shall have no responsibility for fees that otherwise would be due regarding typical permits or other approvals needed to allow this development to go forward, including but not limited to further review fees to outside consultants, engineering firms, law firms, and the like. This paragraph in no sense releases Plaintiff from any obligation to pay fees that are past due or in arrears; nor does this paragraph or Consent Judgment relieve the Developer of any obligation to pay any future assessments or any water and/or sewer fees or assessments. Likewise, this provision shall not bar the Developer from obtaining refunds or credits for any overpayments in fees.

16. The private road indicated on Exhibit B may be used by members of the public in order to access, by the most direct route, the Land being sold to the Township. Notwithstanding the right of the public to use this private road for access to the Land to be sold to the Township (Exhibit D), all obligations for maintenance, repair, snow plowing and all related matters concerning all portions of the private road as designated on Exhibit B, shall be the developer's and/or the owners of the lots/site condominiums within the development, or their condominium association, and those obligations shall be and are specifically set forth in the Master Deed.

17. Upon entry by the Court, this Consent Judgment will constitute an Order dismissing any and all claims against any and all parties that were or could have been brought in the Livingston County Circuit Court titled *Oldford & Howell Development, L.L.C. v Hartland Township, et al*, being Case No. 01-18560-AS, and assigned to the Hon. Stanley Latreille. This dismissal shall be with prejudice and without costs or fees to any party. This Court, however,

shall retain jurisdiction for purposes of enforcing this Consent Judgment and/or for purposes of resolving any dispute arising under the terms of this Consent Judgment

18. This Consent Judgment resolves the last pending claim between the parties and closes the case.

STANLEY J. LATREILLE
Hon. Stanley J. Latreille

Approved as to form and Substance:

Jeffery D Meek
Jeffery D. Meek, for
Oldford & Howell Development, L.L.C.

Oldford & Howell Development, L.L.C.
[Signature]
Stewart C. Oldford, Member

Thomas R. Meagher, for
Hartland Township, a general law township,
Hartland Township Zoning Board of Appeals,
Hartland Township Planning Commission,
Gregory Bogdanski, Katherine Moravec,
Ann Ulrich, David Kalenauskas and
Douglas Kuhn, and the "Township"

Gregory Bogdanski

Katherine Moravec

Ann Ulrich

Mr. Meagher's authority to sign on behalf of those designated is provided pursuant to Resolution of a majority of the Board of Directors of Hartland Township, a general law township, Adopted February 18, 2003.

David Kalenauskas

Douglas Kuhn

THIS CONSENT JUDGMENT DRAFTED BY JEFFERY MEEK, ATTORNEY FOR OLDFORD & HOWELL, DEVELOPMENT, L.L.C. AND THOMAS R. MEAGHER, ATTORNEY FOR THE TOWNSHIP, ITS BOARD OF APPEALS AND PLANNING COMMISSION, AND GREGORY BOGDANSKI, KATHERINE MORAVEC, ANN ULRICH, DAVID KALENAUSKAS AND DOUGLAS KUHN

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Hon. Stanley J. Lattelle

Approved as to form and Substance:

Jeffery D. Meek, for
Oldford & Howell Development, L.L.C.

Oldford & Howell Development, L.L.C.

By: Stewart C. Oldford, Member

Thomas R. Meagher
Thomas R. Meagher, for
Hartland Township, a general law township,
Hartland Township Zoning Board of Appeals,
Hartland Township Planning Commission,
Gregory Bogdanski, Katherine Moravec,
Ann Ulrich, David Kalenauskas and
Douglas Kuhn, and the "Township"

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Gregory Bogdanski

Katherine Moravec

Ann Ulrich

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David Kalenauskas

Douglas Kuhn

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THOMAS R. MEAGHER, ATTORNEY FOR
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BOGDANSKI, KATHERINE MORAVEC, ANN
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10

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Oldford & Howell Development, L.L.C

Oldford & Howell Development, L.L.C.

By: Stewart C. Oldford, Member

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Katherine Moravec
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David Kalenauskas
David Kalenauskas

Douglas Kuhn
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& HOWELL, DEVELOPMENT, L.L.C. AND
THOMAS R. MEAGHER, ATTORNEY FOR
THE TOWNSHIP, ITS BOARD OF APPEALS AND
PLANNING COMMISSION, AND GREGORY
BOGDANSKI, KATHERINE MORAVEC, ANN
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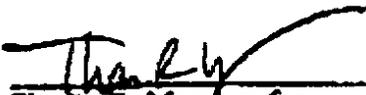
Hon. Stanley J. Latreille

Approved as to form and substance:

Jeffery D. Meek, for
Oldford & Howell Development, L.L.C.

Oldford & Howell Development, L.L.C.

By: _____
Stewart C. Oldford, Member

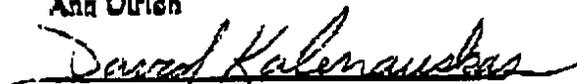


Thomas R. Meagher, for
Hartland Township, a general law township,
Hartland Township Zoning Board of Appeals,
Hartland Township Planning Commission,
Gregory Bogdanski, Katherine Moravec,
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Katherine Moravec

Ann Ulrich



David Kalenauskas

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Douglas Kuhn

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Hon Stanley J. Letroille

Approved as to form and Substance:

Oldford & Howell Development, L.L.C.

Jeffery D. Meek, for
Oldford & Howell Development, L.L.C.

By: Stewart C. Oldford, Member

Thomas R. Meagher
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Hartland Township, a general law township,
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Ann Ulrich
Ann Ulrich

Mr. Meagher's authority to sign on behalf of those designated is provided pursuant to Resolution of a majority of the Board of Directors of Hartland Township, a general law township, Adopted February 18, 2003.

David Kalenauskas
Douglas Kuhn
Douglas Kuhn

THIS CONSENT JUDGMENT DRAFTED BY JEFFERY MEEK, ATTORNEY FOR OLDFORD & HOWELL, DEVELOPMENT, L.L.C. AND THOMAS R. MEAGHER, ATTORNEY FOR THE TOWNSHIP, ITS BOARD OF APPEALS AND PLANNING COMMISSION, AND GREGORY BOGDANSKI, KATHERINE MORAVEC, ANN ULRICH, DAVID KALENAUSKAS AND DOUGLAS KUHN

EXHIBITS TO CONSENT JUDGMENT

- A. Full legal description of the Property.
- B. Site Plan showing the 20 lots.
- C. Master Deed as revised.
- D. Full legal description of Land to be sold to the Township. Note that on the Site Plan (Exhibit B), the particular Land must be shaded and clearly shown to be "Land To Be Sold To The Township".
- E. Full legal description of "Proposed Parcel A".
- F. Legal description of real property which is to constitute the condominium development.

EXHIBIT D

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU
CORPORATION DIVISION

ARTICLES OF INCORPORATION OF PARSHALLVILLE POND
CONDOMINIUM HOMEOWNERS ASSOCIATION

Pursuant to the provisions of Act 162, Public Acts of 1982,
the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is PARSHALLVILLE POND CONDOMINIUM
HOMEOWNERS ASSOCIATION.

ARTICLE II

The purposes for which the corporation is formed are to
provide an entity pursuant to the Michigan Condominium Act, MCLA
559.101 et seq., for the operation of condominium property in
Livingston County, Michigan, and, in furtherance of this
operation,

1. To maintain, operate, and manage the common elements and
improvements;
2. To levy and collect assessments from members to defray the
costs, expenses, and losses of the condominium;
3. To employ personnel, to contract for the maintenance,
administration, and management of the condominium, and to
delegate necessary powers and duties to such personnel;
4. To purchase insurance on the common elements of the
condominium and to collect and allocate the proceeds;
5. To make and enforce reasonable rules and regulations
concerning the use of the condominium property in furtherance
of the master deed and bylaws;
6. To authorize and approve the signing of contracts, deeds, and
easements affecting the common elements; and
7. In general, to carry on any other business in connection with
these purposes, with all the powers conferred on nonprofit
corporations by Michigan law.

Article II - continued

All funds and the titles to all properties acquired by the corporation and their proceeds shall be held in trust for the members in accordance with the provisions of the bylaws of the association.

ARTICLE III

The address of the registered office is 9340 Peer Road, South Lyon, Michigan 48178.

The mailing address of the registered office is 9340 Peer Road, South Lyon, Michigan 48178.

The name of the resident agent at the registered office is Dan Howell.

ARTICLE IV

The corporation is organized on a non-stock basis. The corporation has no real property or personal property and the value of its assets is "none".

The corporation is to be financed by the assessment of members to defray the costs and expenses incurred by the Condominium Association.

ARTICLE V

The name and address of the incorporator is as follows:

| <u>Name</u> | <u>Residence or Business Address</u> |
|----------------------|---|
| Richard A. Heikkinen | 110 North Michigan Avenue Howell, Michigan 48843 |

ARTICLE VI

The name and address of the member of the first board of directors is as follows:

| <u>Name</u> | <u>Residence or Business Address</u> |
|-------------|--|
| Dan Howell | 9340 Peer Road South Lyon, Michigan 48178 |

ARTICLE VII

The term of the corporation shall be perpetual.

ARTICLE VIII

The corporation is organized on a membership basis, and each co-owner of record of a unit in the condominium, including the developer until all units have been sold, shall be a member of the corporation. Membership shall not be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance of a unit. The directors named in these articles shall also be members of the corporation until their successors have been elected and qualified.

Each member of the corporation shall be entitled to one vote, the value and the manner of exercise of which are to be determined in accordance with the bylaws of the corporation.

ARTICLE IX

Any action required or permitted by the Michigan Non-Profit Corporation Act to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote if the number of members with the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote were present and voted consent to the action in writing. Prompt notice of the taking of corporate action without a meeting by less than unanimous consent shall be given to members who have not consented in writing.

ARTICLE X

No contract or other transaction between this corporation and any other corporation, firm, or association shall be subject to cancellation (other than as provided by MCLA 559.101 et seq.,) because one or more of the directors or officers of the corporation are interested in or are directors or officers of the other corporation, firm, or association. Any individual director or officer may be a party to or may be interested in any contract or transaction of the corporation. However, the contract or other transaction must be fair and reasonable to the corporation when it is authorized, approved, or ratified, and the individual must disclose the material facts about the relationship or interest to the board or committee before it authorizes, approves, or ratifies the contract or transaction by a sufficient vote that does not include the vote of the interested director or officer. Any person who becomes a director or an officer of the corporation is relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of that person or any firm, association, or corporation in which the person is otherwise interested in as stated in this article.

ARTICLE XI

The members of the board shall be volunteer directors within the meaning of 1987 PA 170 (codified as amended in scattered sections of MCLA Chapter 450). A volunteer director shall not be personally liable to the corporation or to its members for monetary damages for a breach of the director's fiduciary duty arising under applicable law. However, this article shall not eliminate or limit the liability of a director for any of the following:

1. A breach of the director's duty of loyalty to the corporation or its members.
2. Acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law.
3. A violation of MCLA 450.2551(1).
4. A transaction from which the director derived an improper personal benefit.
5. An act or omission that is grossly negligent.
6. An act or omission occurring before this document is filed.

A volunteer director shall be personally liable for monetary damages for a breach of fiduciary duty as a director to the corporation and its members to the extent stated in this article. Any repeal or modification of this article shall not adversely affect any right or protection of any volunteer director regarding any acts or omissions occurring before the repeal or modification.

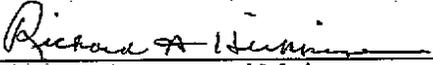
ARTICLE XII

These articles may be amended only by an affirmative vote of at least two-thirds of the entire membership of the corporation. No amendment may change the qualifications for membership or the voting rights of members without the unanimous consent of the membership.

ARTICLE XIII

If the existence of the corporation is terminated for any reason, all assets of the corporation remaining after the payment of obligations imposed by applicable law shall be distributed among the members of the corporation according to each member's interest in the common elements of the project.

Dated: August 18, 2003


 Richard A. Heikkinen
 Incorporator

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

PARSHALLVILLE POND CONDOMINIUM HOMEOWNERS ASSOCIATION

ID NUMBER: 784714

received by facsimile transmission on August 18, 2003 is hereby endorsed filed on August 18, 2003 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of August, 2003.

A handwritten signature in black ink, appearing to read "Andrew S. Mitchell".

, Director

Bureau of Commercial Services