Instr:200411220117655 11/22/2004
P:1 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

11-22-04SLP
...certify, based upon the records in my office, ... are no tax liens or titles held by the state or ... individual, against the within description, and ... taxes due thereon have been paid for the 5 ... ext preceding the date of this instrument.
Daniel T. Kildea

MALLARD PONDS CONDOMINIUM
MASTER DEED

This Master Deed is executed on November 19, 2004, by Mallard Ponds Development, L.L.C., a Michigan limited liability company ("Developer"), 418 Woodbridge, Grand Blanc, MI 48439, pursuant to the provisions of the Michigan Condominium Act, 1978 P.A. 59, as amended, (the "Act").

RECITALS: By recording this Master Deed, and the attached Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B), the Developer intends to establish the real property described in Article 2 below, together with the improvements located and to be located on, and the appurtenances to, that real property as a residential site condominium project under the provisions of the Act. Therefore, the Developer establishes Mallard Ponds Condominium as a Condominium Project under the Act and declares that Mallard Ponds Condominium (the "Condominium", "Project" or the "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in all ways 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 and B, 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 Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided that:

Article 1. Title and Nature. The Condominium Project shall be known as Mallard Ponds Condominium, Genesee County Condominium Subdivision Plan No. 358. 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, are set forth completely in Exhibit B. Each Unit is capable of individual use by having its own entrance from and exit to a Common Element of the Project. Each Co-owner in the Project has an exclusive right to his Unit, has undivided and inseparable rights to share with other Co-owners the Common Elements of the Project, and has the right to construct a single residential dwelling on his Unit, subject to the Condominium Documents and all applicable laws.

Article 2. Legal Description. The land submitted to the Condominium Project is described as:

PART OF THE NORTHEAST 1/4 OF SECTION 11, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING S88°20'32"W, ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1,448.98 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 11; THENCE S00°20'47"W, A DISTANCE OF 550.00 FEET; THENCE N 88°20'32"E, A DISTANCE OF 490.88 FEET; THENCE S00°01'19"E, A DISTANCE OF 269.97 FEET; THENCE N88°20'32"E, A DISTANCE OF 289.66 FEET; THENCE S01°39'28"E, A DISTANCE OF 73.00 FEET THENCE N88°20'32"E, A DISTANCE OF 18.75 FEET; THENCE S01°23'32"E, A DISTANCE OF 80.00 FEET; THENCE S88°20'32"W, A DISTANCE OF 4.79 FEET; THENCE S00°18'01"E, A DISTANCE OF 63.73 FEET; THENCE N88°20'32"E, A DISTANCE OF 80.26 FEET; THENCE S33°09'15"E, A DISTANCE OF 94.68 FEET; THENCE S00°41'55"W, A DISTANCE OF 226.73 FEET; THENCE S89°41'59"W, A DISTANCE OF 197.38 FEET; THENCE N 48°22'57"W, A DISTANCE OF 104.60 FEET; THENCE N46°16'01"W, A DISTANCE OF 102.98 FEET; THENCE S46°05'14"W, A DISTANCE OF 91.14 FEET; THENCE N43°54'46"W, A DISTANCE OF 50.00 FEET; THENCE S46° 05'14"W, A DISTANCE OF 183.30 FEET; THENCE N69°48'49"W, A DISTANCE OF 294.52 FEET; THENCE N53°51'25"W, A DISTANCE OF 60.00 FEET; THENCE N67°04'54"W, A DISTANCE OF 357.65 FEET; THENCE S88°20'32"W, A DISTANCE OF 198.10 FEET TO A POINT ON THE EAST LINE OF "SCHAFER MANOR NO. 1" AS RECORDED IN LIBER 33, PAGE 7 OF GENESEE COUNTY PLAT RECORDS; THENCE N00°20'47"E, A DISTANCE OF 696.88 FEET, ALONG THE EAST LINE OF SAID "SCHAFER MANOR NO. 1"; THENCE N88°20'32"E, A DISTANCE OF 200.00 FEET; THENCE N00°20'47"E, A DISTANCE OF 350.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 11; THENCE N88°20'32"E, A DISTANCE OF 304.00 FEET ALONG THE NORTH LINE OF SAID SECTION 11, TO THE POINT

59-11-300-001
59-11-300-009
59-11-300-010
NAB LD

OF BEGINNING, CONTAINING 23.20 ACRES OF LAND, MORE OR LESS, AND SUBJECT TO THE USE OF THE NORTHERLY 50.00 FEET THEREOF AS DAVISON ROAD, SO-CALLED. ALSO, SUBJECT TO ANY AND ALL OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

Article 3. Definitions. Certain terms are utilized in this Master Deed and Exhibits A and B, and in various other instruments such as the Rules and Regulations of the Mallard Ponds Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, the Project. Those terms are usually capitalized (for example, the "Project") and are defined in the Act. Wherever used in those documents or any other pertinent instruments, those terms shall have the meanings given to them in the Act. The following terms are not defined in the Act, and shall have the following respective meanings:

§ 3.1. Homesite. "Homesite" means each Condominium Unit, its appurtenant Limited Common Element Yard, if any, and the General Common Element land area, if any, that is located between the Unit or Limited Common Element Yard and the paved portion of the adjacent street or roadway.

§ 3.2. Development Period. "Development Period" means the period commencing on the date this Master Deed is recorded and ending on the date that the Developer no longer owns title to any Unit in the Project.

§ 3.3. City. "City" means the City of Burton, which is located in Genesee County, Michigan.

§ 3.4. Storm Water Management System. "Storm Water Management System" means all the storm water management and drainage facilities serving the Project as shown on Exhibit B, including without limitation all areas designated as drainage easements and easements for storm water retention and detention. Storm Water Management System includes both the storm water drainage facilities within the General Common Elements and also those within easements on individual Units or on Limited Common Elements appurtenant to Units, and shall also include any storm water filtration facilities in the Project whether within the General Common Elements or within easements on individual Units or on Limited Common Elements appurtenant to Units.

§ 3.5. Yard. "Yard" means the Limited Common Element land area surrounding a Unit and appurtenant to that Unit.

Article 4. Common Elements. The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair and replacement are:

§ 4.1. General Common Elements. The General Common Elements are:

¶ 4.1.1. Land. That part of the land within the Condominium Project that is not identified as either Units or Limited Common Elements.

¶ 4.1.2. Electrical, Gas, Telephone and Cable Television. All underground electrical, gas, telephone and cable television mains and lines up to the point where they intersect the boundary of a Homesite and all common lighting for the Project, if any is installed.

¶ 4.1.3.Landscaping, Exterior Lighting and Sprinkler Systems. All landscaping, exterior lighting and sprinkler systems installed by the Developer or the Association within the General Common Element land areas.

¶ 4.1.4. Other. Other elements of the Condominium not designated as General or Limited Common Elements and not located within a Unit that are intended for common use of all Co-owners or are necessary to the Project.

§ 4.2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

¶ 4.2.1. Land. Certain land, including Yards surrounding Units, may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit to which it appertains, as shown on Exhibit B.

¶ 4.2.2. Utility Leads. All utility laterals and service leads serving a Unit are limited in use to the Units serviced by them.

¶ 4.2.3. Driveways. Private driveways serving individual Units are Limited Common Elements, even if they are located partially on the General Common Element land area.

Instr:200411220117655 11/22/2004
P:2 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

§ 4.3. Structures on Units Not Common Elements. Except as otherwise provided in the Condominium Documents, all structures and improvements located within the boundaries of a Homesite, including but not limited to buildings, landscaping, water wells, and septic systems, shall be owned in their entirety by the Co-owner of the Homesite on which they are located and shall not be Common Elements.

§ 4.4. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

¶ 4.4.1. Co-owner Responsibilities.

4.4.1.1. Homesites. The responsibility for and the costs of maintenance, decoration, repair, replacement and property and liability insurance of each Homesite (except those portions of the Storm Water Management System located on a Homesite), all improvements on that Homesite (except actual physical improvements that are General Common Elements) and all Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit in that Homesite or to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

4.4.1.2. Utility Services. The responsibility for and cost of maintenance, repair and replacement of all utility laterals and service leads within a Homesite and all expenses of providing utility service to a Homesite shall be borne by the Co-owner of the Unit in that Homesite, except to the extent that those expenses are borne by a utility company or a public authority.

¶ 4.4.2. Association Responsibilities.

4.4.2.1. The costs of maintenance, repair and replacement of all General Common Elements, except the part of the General Common Element land area located within a Homesite, shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium.

§ 4.5. The following public improvements, although located within or adjacent to the Condominium Premises, are not Common Elements of the Project:

¶ 4.5.1. Roads. The roadways located within the boundaries of and adjacent to Mallard Ponds Condominium, which are designated as "Public Roads" on the Condominium Subdivision Plan for Mallard Ponds Condominium, have been constructed by the City of Burton and are hereby dedicated to the public.

¶ 4.5.2. Storm Water Management System. Those Storm Water Management System within the boundaries of and serving Mallard Ponds Condominium, including drains, manholes, drainage areas and storm water detention and retention areas, have been constructed by the City of Burton and are hereby dedicated to the public.

¶ 4.5.3. Water and Sanitary Sewers. The water mains and sanitary sewer mains within the boundaries of and serving Mallard Ponds Condominium, excluding service laterals and service leads to a Unit, have been constructed by the City of Burton and are hereby dedicated to the public.

The Roads, Storm Water Management System, and Water and Sanitary Sewer systems are being constructed by City of Burton and financed through establishment of a special assessment. Each Co-owner and prospective purchaser of a Unit in the Project is hereby notified that in addition to the purchase price for his or her Unit, the Co-owner or purchaser shall assume and pay the entire special assessment imposed against that Unit for the above-described public improvements.

§ 4.6. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications and cable television facilities, shall be Common Elements only to the extent of the Co-owners' interest in those items, if any, and

Instr:200411220117655 11/22/2004
P:3 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by laterals from the mains to any structures and fixtures located within the Units.

§ 4.7. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any way that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

§ 4.8. Conflicts Between Master Deed and Subdivision Plan. If there is a conflict between the Master Deed and the Condominium Subdivision Plan in the classification or designation of a common element as General Common Element or Limited Common Element, then the classification or designation contained in the Condominium Subdivision Plan shall control.

§ 4.9. Attached Homes. Some of the residential structures on adjacent Site Condominium Units may be attached, and may share common walls, roof and other structural elements. Those structures shall be referred to as the "Attached Homes." The Attached Homes shall be subject to the following provisions:

¶ 4.9.1. The common walls and common roofs that are shared by two adjacent Attached Homes shall be used and maintained as party walls and party roofs forever and the Owners of each of those Adjacent Homes shall be licensed and permitted to enter upon the premises of the other, upon no less than 48 hours advance written notice to make and perform any necessary maintenance and repair of the party walls.

¶ 4.9.2. If and when the party wall and party roof between two Attached Homes is rebuilt, either after damage or destruction or in the normal course of routine maintenance, they shall stand upon and be located in the same place and be of the same or similar materials and of the same proportions as when first constructed.

¶ 4.9.3. The owners of adjacent Attached Homes shall each insure the party walls and party roof against damage by fire, storm, malicious mischief and destruction or damage by other casualties for replacement cost, with building code compliance endorsements. Those owners shall provide proof of such insurance to each other and to the Association.

¶ 4.9.4. Any disputes arising between owners of adjacent Attached Homes regarding the care, maintenance, repair, replacement, use and occupancy of party walls and party roofs shall be resolved by binding arbitration before a single arbitrator under the rules of and by the American Arbitration Association. Judgment on the award or decision rendered by the arbitrator may be entered in the Genesee County Circuit Court or any court of competent jurisdiction.

Article 5. Unit Descriptions and Percentages of Value.

§ 5.1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Mallard Ponds Condominium as prepared by Richard H. Kraft Engineering, Inc. (Exhibit B). The Project consists of eighty-seven (87) site Units. Each Unit consists of the volume of land and air within the Unit boundaries as delineated with heavy outlines on Exhibit B. None of the Units in the Project is enclosed within a structure.

§ 5.2. Percentages of Value. The percentage of value of each Unit is equal to the quotient resulting from dividing 100% by the number of Units in the Project. All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meetings of the Association.

Article 6. Subdivision, Consolidation and Other Modifications of Units. 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. The resulting changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

§ 6.1. By Developer. Subject to approval by City of Burton, Developer reserves the sole right during the Development Period, without the consent of any other Co-owner or any mortgagee of any Unit, to:

¶ 6.1.1. Subdivide Units. Subdivide or resubdivide any Units that it owns.

Instr:200411220117655 11/22/2004
P:4 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

¶ 6.1.2. Consolidate Contiguous Units. Consolidate under single ownership two or more contiguous Units that it owns.

¶ 6.1.3. Relocate Boundaries. Relocate any boundaries between adjoining Units that it owns.

In connection with any subdivision, consolidation or relocation of boundaries of Units by the Developer, the Developer may modify, add to or remove Common Elements, and designate or redesignate them as General or Limited Common Elements and shall reallocate the percentages of value of the affected Units, as required by the Act. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by and at the expense of the Developer.

§ 6.2. By Co-owners. Subject to approval by City of Burton and, during the Development Period, the Developer, one or more Co-owners may:

¶ 6.2.1. Subdivision of Units. Subdivide or resubdivide any Units that he owns upon written request to the Association.

¶ 6.2.2. Consolidation of Units; Relocation of Boundaries. Consolidate under single ownership two or more contiguous Units that they own to eliminate boundaries or relocate the boundaries between those Units upon written request to the Association.

These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by the Association. The Co-owner(s) requesting the changes shall bear all costs of preparation and recording of the amendment(s). The changes shall become effective upon recording of the amendment in the office of the Genesee County Register of Deeds.

§ 6.3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article 6.

§ 6.4. Construction of Improvements on Units. Subject to the restrictions contained in the Condominium Documents, including the Rules and Regulations of the Project, as amended, a Co-owner may construct on his Unit one single-family residence. All construction shall be in accordance with and subject to the Rules and Regulations and all applicable codes, ordinances, statutes, laws, rules, regulations and private use restrictions.

Article 7. Expansion of Condominium.

§ 7.1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Mallard Ponds Condominium and consisting of 87 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 174 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

PART OF THE NORTHEAST 1/4 OF SECTION 11, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN, AND ALL OF LOT 12 OF "DALY RANCH HOMESITES" AS RECORDED IN LIBER 24, PAGE 7 OF GENESEE COUNTY PLAT RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE S88°20'32"W, ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1448.98 FEET; THENCE S00°20'47"W, A DISTANCE OF 550.00 FEET; THENCE N88°20'32"E, A DISTANCE OF 490.88 FEET; THENCE S00°01'19"E, A DISTANCE OF 269.97 FEET; THENCE N88°20'32"E, A DISTANCE OF 289.66 FEET TO THE POINT OF BEGINNING, THENCE N88°20'32"E, A DISTANCE OF 371.56 FEET TO A POINT ON THE WEST LINE OF SAID "DALY RANCH HOMESITES"; THENCE S00°00'00"W, TO THE NORTHWEST CORNER OF LOT 12 OF SAID "DALY RANCH HOMESITES" A DISTANCE OF 603.86 FEET; THENCE S90°00'00"E, TO THE NORTHEAST CORNER OF SAID LOT 12, A DISTANCE OF 250.12 FEET; THENCE S00°04'08"W, TO THE SOUTHEAST CORNER OF SAID LOT 12 A DISTANCE OF 100.00 FEET; THENCE N90°00'00"W, TO THE SOUTHWEST CORNER OF LOT 12, A DISTANCE OF 250.00 FEET; S00°00'00"W, CONTINUING ALONG THE WEST LINE OF SAID "DALY RANCH HOMESITES" A DISTANCE OF 500.00 FEET; THENCE N90°00'00"W, A DISTANCE OF 300.00 FEET; THENCE S00°00'00"W, A DISTANCE OF 310.62 FEET; THENCE N89°31'23"W, A DISTANCE OF 60.00 FEET; THENCE S00°03'12"E, A DISTANCE OF 263.95 FEET, TO A POINT ON THE NORTH LINE OF THE GRAND

Instr:200411220117655 11/22/2004
P:5 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE N89°32'41"W, ALONG THE NORTH LINE OF SAID GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 1,307.84 FEET, TO THE SOUTHEAST CORNER OF "SCHAFER MANOR NO. 2" AS RECORDED IN LIBER 35, PAGE 13 OF GENESEE COUNTY PLAT RECORDS; THENCE N00°20'47"E, A DISTANCE OF 1492.76 FEET, ALONG THE EAST LINE OF SAID "SCHAFER MANOR NO. 2"; THENCE N88°20'32"E, A DISTANCE OF 198.10 FEET; THENCE S67°04'54"E, A DISTANCE OF 357.65 FEET; THENCE S53°51'25"E, A DISTANCE OF 60.00 FEET; THENCE S69°48'49"E, A DISTANCE OF 294.52 FEET; THENCE N46°05'14"E, A DISTANCE OF 183.30 FEET; THENCE S 43°54'46"E, A DISTANCE OF 50.00 FEET; THENCE N46°05'14"E, A DISTANCE OF 91.14 FEET; THENCE S46°16'01"E, A DISTANCE OF 102.98 FEET; THENCE S48° 22'57"E, A DISTANCE OF 104.60 FEET; THENCE N89°41'59"E, A DISTANCE OF 197.38 FEET; THENCE N00°41'55"E, A DISTANCE OF 226.73 FEET; THENCE N33°09'15"W, A DISTANCE OF 94.68 FEET; THENCE S88°20'32"W, A DISTANCE OF 80.26 FEET; THENCE N00°18'01"W, A DISTANCE OF 63.73 FEET; THENCE N88°20'32"E, A DISTANCE OF 4.79 FEET; THENCE N01°23'32"W, A DISTANCE OF 80.00 FEET; THENCE S88°20'32" W, A DISTANCE OF 18.75 FEET; THENCE N01°39'28"W, A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING, CONTAINING 50.75 ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD. (hereinafter referred to as "area of future development").

§ 7.2. Increase in Number of Units. Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units as may be constructed thereon shall be determined by Developer in its sole discretion subject only to approval by the City of Burton.

§ 7.3. Expansion Not Mandatory. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successor or assigns) may, in its discretion, establish all or a portion of said area of future development as rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article 7 nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations. None of the additional land and Unit area need be devoted to residential use.

§ 7.4. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendment to this Master Deed in the manner provided by law, which amendment or 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 5 hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

§ 7.5. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), 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 and sidewalks to the Project to any roadways and sidewalks that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

§ 7.6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

§ 7.7. Consent of Interested Persons. 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

Instr:200411220117655 11/22/2004
P:6 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing 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 for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Article 8. Withdrawal of Land from Condominium. Notwithstanding Section 33 of the Act, if the Developer has not completed development and construction of the entire Condominium Project, including proposed improvements that are identified as "need not be built", during a period ending 10 years from the date of commencement of construction by the Developer of the Project, the Developer, its successors, or assigns may, and hereby reserve the right to, withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees of Units in the Project, or any other party having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Condominium Project, then the time period is 6 years from the date the Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before expiration of the above time periods, then those lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the percentages of value pursuant to Section 96 of the Act.

Article 9. Easements.

§ 9.1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit, a structure on a Unit, or a 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 encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

§ 9.2. Easement for Utilities. There shall be easements to, through and over the land in the Condominium (including all Units and their adjoining Limited Common Element setback areas) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as amended from time to time. If any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors, construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of that encroachment for as long as that encroachment exists, and for its maintenance after rebuilding in the event of destruction.

§ 9.3. Easements Retained by Developer.

Instr:200411220117655 11/22/2004
P:7 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

¶ 9.3.1. Roadway Easements.

9.3.1.1. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portions of the Project. Developer further reserves the right during the Development Period to install temporary construction roadways and access ways over the General Common Elements in order to gain access to the Project from a public road.

9.3.1.2. Developer reserves for the benefit of itself, its successor and assigns, and all future owners of the land described in Article 7 or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article 7. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article 7 whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for

payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article 7 whose closest means of access to the public road is over such road.

9.3.1.3. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the General Common Element roadways in the Project. That right-of-way dedication may be made 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 Exhibit B, recorded in the Genesee County Records.

9.3.1.4. The Developer reserves the exclusive right until the lapse of the Development Period to maintain, repair, replace, decorate and landscape the Entranceways to the Project. The nature, extent and expense of maintenance, repair, maintenance, replacement, decoration and landscaping shall be at the sole discretion of the Developer. All costs and expenses of initial installation of decorations and landscaping shall not be costs and expenses of administration and operation of the Condominium, but shall be borne by the Developer. All costs and expenses of maintenance, repair, maintenance, replacement, decoration and landscaping other than for the initial installation of those improvements shall be costs and expenses of operation and administration of the Condominium. As used in this Paragraph (3), the term "Entranceways" shall include all General Common Element roads, including but not limited to paved portions of the General Common Element roads, the road right of way, median strips and planting and green areas located within 200 feet of the respective centerlines of Davison Road and Belsay Road. After expiration of the Development Period or when Developer assigns to the Association or to another person the Developer's rights under this Paragraph, the Association shall have the responsibility for maintenance, repair, replacement, decoration and landscaping of the Entranceways to the extent those areas are General Common Elements for which the Association would otherwise have those responsibilities under the Master Deed and Bylaws for the Project.

¶ 9.3.2. Utility Easements.

9.3.2.1. The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

9.3.2.2. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article 7 or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electric, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article 7 that benefit from such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article 7 that benefit from such utility mains. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the

Instr:200411220117655 11/22/2004
P:8 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

extent such leads are located on the Condominium and by the owner or owners of the land described in Article 7 or portion thereof upon which are located the dwelling Units which such lead or leads services.

9.3.2.3. The Developer hereby grants to all appropriate governmental agencies easements for public sanitary sewer mains and public water supply mains within the General Common Element private road right of way as depicted on the Condominium Subdivision Plan for the Project. In the event a governmental agency or its designee constructs, repairs, maintains, replaces, extends or enlarges any utilities within the easement granted by this paragraph, that agency 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

¶ 9.3.3. Granting Utility Rights to Agencies. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any 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 Exhibit B recorded in the Genesee County Records.

¶ 9.3.4. Developer's Right of Use. The Developer, its successors and assigns, agents and employees, may maintain facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

§ 9.4. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant 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 that may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development Period has not expired.

§ 9.5. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

§ 9.6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development Period, shall have the power to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit. However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

§ 9.7. Other Community Easements. The Developer (or the Association after the expiration of the Development Period) shall have the right to grant any other easements on the General Common Elements that are necessary or desirable for development, community usage, coordinated maintenance and operation of the Project and to confer responsibilities and jurisdiction for administration and maintenance of those easements upon the administrator of the Project.

§ 9.8. Storm Water Management System Easements. The Developer, the Association and all appropriate governmental agencies and bodies shall have easements for the construction, operation, administration, maintenance, repair and replacement of the Storm Water Management System over, under, across and through those portions of the Condominium Premises, including all Units and Common Elements, designated on Exhibit B hereto as

Instr:200411220117655 11/22/2004
P:9 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

easements, storm water retention areas or easements, storm water drainage areas or easements. No Co-owner shall modify any portion of the Storm Water Management System without the prior written consent of the Board of Directors of the Association.

§ 9.9. Easements Are Appurtenant. The benefits and burdens of the easements hereby reserved, created or provided for shall be appurtenant to and run with the land.

§ 9.10. Attached Homes. Attached Homes, as defined in § 4.9 above, shall have easements for support on other Attached Homes to which they are adjacent and attached.

Article 10. Amendment. This Master Deed, the Bylaws and Condominium Subdivision Plan may be amended as set forth in this Article.

§ 10.1. Consent Required for Material Changes. Except as provided in this Article the Master Deed, Bylaws, and Condominium Subdivision plan may be amended, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than 2/3 of the votes of the Co-owners and mortgagees. A mortgagee shall have 1 vote for each mortgage held. The 2/3 majority required in this Section may not be increased by the terms of the Condominium Documents, and a provision in any Condominium Document that requires the consent of a greater proportion of Co-owners or mortgagees for the purposes described in this Section is void and is superseded by this Section. For purposes of this Section, the affirmative vote of a 2/3 of Co- owners means 2/3 of all Co-owners entitled to vote as of the record date for those votes.

§ 10.2. Amendments That Do Not Materially Affect Owners or Mortgagees. The Condominium Documents may be amended by the Developer or the Association without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. An amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements. An amendment that does not materially change the rights of a mortgagee further includes, but is not limited to, any change in the Condominium Documents that, in the written opinion of an appropriately licensed real estate appraiser, does not detrimentally change the value of any unit affected by the change.

§ 10.3. Modification of Percentage of Value, Units or Common Elements. The method or formula used to determine the percentage of value of units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a unit, may not be modified without the consent of each affected Co-owner and mortgagee. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article 3, Section 3.4.3 of the Bylaws and except as provided in Articles 6, 7 and 8 of this Master Deed. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of the Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided to the contrary in this Master Deed.

§ 10.4. By Developer. Prior to 1 year after expiration of the Construction and Sales period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a road commission, drain commissioner or other agency for the purpose of or in connection with the dedication of general common elements to the public.

§ 10.5. Mortgagee Consent. Notwithstanding any provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

Instr:200411220117655 11/22/2004
P:10 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

¶ 10.5.1. Termination of the Condominium Project.

¶ 10.5.2. A change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.

¶ 10.5.3. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Condominium Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association of Co-owners to the Condominium Unit subject to the mortgagee's mortgage.

¶ 10.5.4. Elimination of a requirement for the Association of Co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association of Co-owners to the condominium unit subject to the mortgagee's mortgage.

¶ 10.5.5. The modification or elimination of an easement benefitting the condominium unit subject to the mortgagee's mortgage.

¶ 10.5.6. The partial or complete modification, imposition, or removal of leasing restrictions for condominium units in the condominium project.

§ 10.6. Mortgagee Consent Procedure. To the extent the Act or the Condominium Documents require a vote of mortgagees of Units on amendment of the Condominium Documents, the procedure described in this section applies

¶ 10.6.1. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. Any mortgagee ballots not returned within 90 days of mailing shall be counted as approval for the change.

¶ 10.6.2. The date on which the proposed amendment is approved by the requisite majority of Co-owners is referred to as the "control date". Only those mortgagees who hold a duly recorded mortgage or a duly recorded assignment of a mortgage against 1 or more Condominium Units in the Condominium Project on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have 1 vote for each Condominium Unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Condominium Unit.

¶ 10.6.3. The Association of Co-owners shall give a notice to each mortgagee entitled to vote containing all of the following:

10.6.3.1. A copy of the amendment or amendments as passed by the Co-owners.

10.6.3.2. A statement of the date that the amendment was approved by the requisite majority of Co-owners.

10.6.3.3. An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes.

10.6.3.4. A statement containing language in substantially the following form: "A review of the Association records reveals that you are the holder of 1 or more mortgages recorded against title to 1 or more Units in the Mallard Ponds Condominium condominium. The Co-owners of the Condominium adopted the attached amendment to the Condominium Documents on [insert control date]. Pursuant to the terms of the Condominium Documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have 1 vote for each Unit that is subject to your mortgage or mortgages. The amendment will be considered approved by mortgagees if it is approved by 66-2/3% of the mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days from [insert control date]. Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it.".

10.6.3.5. A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee.

10.6.3.6. A statement of the number of condominium units subject to the mortgage or mortgages of the mortgagee.

10.6.3.7. The date by which the mortgagee must return its ballot.

¶ 10.6.4. The Association of Co-owners shall mail the notice required by Subsection 10.5.3 to the mortgagee at the address provided in the mortgage or assignment for notices by certified mail, return receipt requested, postmarked within 30 days after the control date.

¶ 10.6.5. The amendment is considered to be approved by the mortgagees if it is approved by 66-2/3% of the mortgagees whose ballots are received, or are considered to be received, in accordance with Section 90(2) of the Act, by the entity authorized by the Board of Directors to tabulate mortgagee votes not later than 100 days after the control date. In determining the 100 days, the control date itself shall not be counted but the one-hundredth day shall be included unless the one-hundredth day is a Saturday, Sunday, legal holiday, or holiday on which the United States postal service does not regularly deliver mail, in which case the last day of the 100 days shall be the next day that is not a Saturday, Sunday, legal holiday, or holiday on which the United States postal service does not regularly deliver mail.

¶ 10.6.6. The Association of Co-owners shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of 2 years after the control date.

§ 10.7. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer together with 80% of the non-Developer Co-owners.

§ 10.8. Developer Approval. The foregoing notwithstanding, the Association may not amend the Condominium Documents without the consent of the Developer during the Construction and Sales Period regardless of whether or not the amendment materially affects the rights of a Co-owner or mortgagee. Article 6, Article 7, Article 8, Article 9 and this Article 10 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of residential units on the land described in Article 7 hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby. Reserved rights may not be amended except by or with the consent of the Developer.

§ 10.9. Costs. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration.

§ 10.10. Notice of Amendments. Co-owners shall be notified of proposed amendments, under this section, not less than 10 days before the amendment is recorded.

Article 11. Assignment. The Developer may assign any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Genesee County Register of Deeds.

WITNESSES:

Christine E. Eaton

Mallard Ponds Development, L.L.C.,
a Michigan limited liability company

by: _____
Chuck Sekrenes, managing member

Instr:200411220117655 11/22/2004
P:12 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

Casey E. Lostutter

STATE OF MICHIGAN)
)SS.
COUNTY OF GENESEE)

On 11-19, 2004, the foregoing Master Deed was acknowledged before me by Chuck Sekrenes, the managing member of Mallard Ponds Development, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

Casey E. Lostutter
Notary Public, Genesee County, Michigan
My commission expires: 09-16-2010

Drafted by and when recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik, P.C.
8226 South Saginaw Street
Grand Blanc, Michigan 48439
(810) 953-6000

137.00

Instr:200411220117655 11/22/2004
P:13 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

Instr:200411220117655 11/22/2004
P:14 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

EXHIBIT A TO MASTER DEED
BYLAWS OF MALLARD PONDS CONDOMINIUM

Article 1. Association of Co-owners. Mallard Ponds Condominium, a residential site condominium Project located in City of Burton, Genesee County, Michigan, shall be administered by an Association of Co-owners which shall be a Michigan non-profit corporation (the "Association") responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. All Co-owners in the Project and all persons using or entering upon or acquiring any interest in any Unit or Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Article 2. Restrictions. All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

§ 2.1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building of any kind shall be erected within a Unit except one private residence. The foregoing notwithstanding, one or more residential dwellings that are located on adjacent site Units may be attached and share party walls and roofs, as depicted in the Condominium Subdivision Plan for the Project.

§ 2.2. Architectural Control and Construction Regulations. Except as otherwise expressly provided herein, the Architectural Control Committee shall have exclusive jurisdiction over and the rights of approval and enforcement of the restrictions contained in this Section 2.2. The Developer shall have the exclusive right in its sole discretion to appoint and remove all members of the Architectural Control Committee until such time as Certificates of Occupancy have been issued for dwelling structures in one hundred percent (100%) of the Units. There shall be no surrender of this right prior to the issuance of Certificates of Occupancy for dwelling units on one hundred percent (100%) of the Units except as the Developer may have specifically assigned to the Association, or to a successor developer, the power to appoint and remove the members of the Architectural Control Committee by a written instrument executed by the Developer in recordable form. From and after the date of an assignment to the Association, or the expiration of the Developer's exclusive power of appointment and removal, the Architectural Control Committee shall be appointed by the Board and the Developer shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein. The Architectural Control Committee shall consist of at least one (1), but not more than five (5), persons. Neither the Developer nor any member of the Architectural Control Committee shall be compensated for time expended in architectural control activities.

¶ 2.2.1. The primary purpose of providing for architectural control is to assure the proper and harmonious development of the Condominium in order to maximize the aesthetic beauty of the Condominium consistent with the surrounding area. To this end, the Architectural Control Committee shall be deemed to have broad discretion to determine what dwelling structures, fences, walls, hedges or other structures and/or improvements will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purpose of any restriction.

¶ 2.2.2. In no event shall the Developer, any successor developer, the Association or the Architectural Control Committee have any liability whatsoever to anyone for the Architectural Control Committee's approval or disapproval, or delay in acting upon, any plans, drawings, specifications, elevations of dwelling units, fences, walls, hedges or other structures or improvements subject hereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall the Developer or any successor developer, the Association or the Architectural Control Committee have any liability to anyone, including but not limited to Unit Co-owners, for approval to plans, specification, structures or the like, which are not in conformity with the provisions of the Condominium Documents, or for disapproving or delaying the approval of plans, specifications, structures or the like, which may be in conformity with the Condominium Documents. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer, any successor developer, the Association, the individual directors and/or officers of the Association, or the Architectural Control Committee for any decision of the Developer, any successor developer, the Association or the Architectural Control Committee (or alleged failure or delay of the Developer, any successor developer, the Association or the Architectural Control Committee to make a decision) relative to the approval or disapproval of the dwelling structure and/or improvement or any aspect or other matter as to which the

Developer or successor developer, acting through the Architectural Control Committee or otherwise, reserves the right to approve or waive under the Condominium Documents.

¶ 2.2.3. The approval by the Developer, successor developer or Architectural Control Committee, as the case may be, of a structure, improvement or other matter shall not be construed as a representation or warranty that the structure, improvement or other matter is in conformity with the ordinance or other requirements of City of Burton, or of any other governmental authority with jurisdiction, or with any law or statute. Any obligation or duty to ascertain any such non-conformities or to advise the Co-owner or any other person of same (even if known) is hereby disclaimed.

¶ 2.2.4. Architectural Control Process. Except as otherwise expressly provided, a Co-owner intending to construct, erect, modify or install any dwelling structure, garage, fence, wall, substantial additional landscape planting, tree, drive, walk, dog run, basketball backboard, playground equipment, deck, pool, hot tub, gazebo, exterior light post, gate or other structure or improvement, or to change the exterior appearance or elevation of any structure, in either case located upon a Homesite, shall submit to the Architectural Control Committee plans and specifications, including site, grading, utility, residence, garage and landscape plans, as applicable, prepared and sealed by an architect registered in the state of Michigan, or by another person or entity approved by the Architectural Control Committee, showing the size, nature, kind, type and color of the elevations, façade, height, materials, color scheme (including but not limited to stain and paint colors), siding, location and approximate cost of such improvement. The Co-owner shall obtain the express written consent of the Architectural Control Committee, which shall have the sole and absolute discretion to determine the suitability of same. A copy of the plans and specifications, as finally approved, shall be kept permanently with the Architectural Control Committee.

¶ 2.2.5. Construction Regulations; Landscaping. All Units shall meet or exceed applicable municipal ordinances pertaining to setbacks, building height, lot coverage, landscaping, etc.

¶ 2.2.6. Typical Yard Setbacks. The yard setback requirements as may be established by the Township from time to time shall be adhered to in the construction of any dwelling structure or other improvement upon a Unit, unless a variance therefrom is granted by the Township and the Developer, during the Development and Sales Period, or Association thereafter, consents thereto.

¶ 2.2.7. Garages. All houses shall have an attached garage.

¶ 2.2.8. Fences. No Fences shall be erected or installed on a Unit or its appurtenant Limited Common Elements unless approved by the Architectural Control Committee. Fences shall conform with any applicable Township ordinance but, even when permitted thereby, in no event shall exceed six feet (6') in height, measured from the surface of the ground, and shall not extend toward the front of the Homesite nearer than the front of the dwelling structure or the required minimum front setback, whichever limitation is the greater. Fences in excess of three feet (3') on corner lots shall not extend toward the front or side yard facing the street nearer than the required yard setback on both the front and side yard, nor be in excess of forty-nine percent (49%) solid or impervious, nor obstruct the vision of motorists in the triangular area formed by the intersection of the street right-of-way lines and a line connecting two (2) points located on those intersecting right-of-way lines twenty-five feet (25') from the point of intersection with the right-of-way lines. All fences shall be constructed of material specifically designed for such purposes. Used materials, such as doors or similar structures, shall not be utilized as fences. All fences shall be constructed of materials approved by the building official of the Township and shall be durable, weather resistant, rustproof and easily maintained. Wood or wood products, when utilized, shall be treated (wolmanized or equal) and shall be so maintained at all times.

¶ 2.2.9. Lawn Areas. All areas of a Homesite not landscaped with plant materials or hard surfaces shall be established as lawn areas by sodding or hydroseeding. Soil erosion controls shall be maintained until sod or hydroseeding has established growth taller than 2" above grade and established an adequate root system.

¶ 2.2.10. Outdoor Playsets. Outdoor playground equipment shall be located in the rear yards of the dwelling on any Unit and not nearer to any side line of the Homesite than any portion of such dwelling, in order to be visible from the road and not obtrusive to adjacent Units. The type and size of playsets shall be approved in writing by the Developer.

§ 2.3. Alterations and Modifications of Units and Common Elements.

¶ 2.3.1. No Co-owner shall make alterations, modifications or changes on any of the Units or Common Elements without the express written approval of the Developer. No Co-owner shall restrict access to any utility line or any other element that must

Instr:200411220117655 11/22/2004
P:15 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

be accessible to service the Common Elements or that affects an Association responsibility in any way. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit (except that holiday decorations shall be permitted subject to the Rules and Regulations of the Association as they may from time to time be amended), unless approved in writing by the Developer. After the initial construction of a dwelling structure upon or other improvement to a Homesite, as provided in Section 2.2, no Co-owner shall alter the exterior appearance or structural elements of the dwelling structure or improvement, nor make any change in any of the Common Elements, General or Limited, without the express written approval of the Board (which approval shall be in recordable form) and of the Developer during the Development and Sales Period, including, without limitation, those items set forth in Section 2.2, where applicable, exterior painting, lights, aerials or antennas (except those antennas referred to in Section 2.3.2 below), awnings, doors, shutters, newspaper holders, mailboxes, or other exterior attachments or modifications. Notwithstanding having obtained such approval by the Board and the Developer, if required, the Co-owner shall obtain any required building permits and in all other respects shall comply with all building requirements of the Township. The Board may only approve such modifications as do not impair the soundness, safety or utility of the Condominium Project.

¶ 2.3.2. Notwithstanding the provisions of Section 2.3.1 above, a Co-owner of a Unit may install the following three (3) types and sizes of antennas in or on the dwelling structure constructed upon his Unit, subject to Township ordinance, the provisions of this Section and any written rules and regulations promulgated by the Board: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. Antenna installation on General Common Element areas is prohibited. The rules and regulations promulgated by the Board governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals and may not extend more than twelve (12) feet above the roofline without Board approval, due to safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 2.3.2 and all rules and regulations promulgated by the Board regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Section and the rules and regulations, then the Association and Co-owner shall meet to discuss the installation promptly and in any event within seven (7) days, if possible, after receipt by the Association of the notice. The Association may prohibit Co-owners from installing the aforementioned Satellite Dishes and/or antennas if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewer's rights under Section 207 of the Federal Communications Commission ("FCC") rules. This Section is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by Order on Reconsideration released September 25, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Section may be modified through rules and regulations promulgated by the Board pursuant to Section 2.9 of these Bylaws.

¶ 2.3.3. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article 2 hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and shall be obligated to execute a modification agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter or other Common Element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

§ 2.4. Activities. No improper, unlawful, noxious or offensive activity or an activity that is or may become an annoyance or a nuisance to the Co-owners shall be carried on in any Unit or upon the Common Elements. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Disputes among Co-owners arising as a result of this provision that cannot be amicably resolved shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval

Instr:200411220117655 11/22/2004
P:16 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

of the Association. A Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition on his Unit, if approved. Activities deemed offensive and expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices, burning of trash or leaves, installation or operation of electronic insect killers or operation of flood or other bright lights which are an annoyance to an adjacent resident.

§ 2.5. Pets. No animals, other than two household pets, shall be maintained by any Co-owner. Those pets shall be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be kept or bred for any commercial purpose. All animals shall be properly licensed. No animal may be permitted to run loose at any time upon the Common Elements. All animals shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of that animal on the premises, whether or not the Association has given its permission. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article 5 of these Bylaws if the Association determines that assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the Owner, remove or cause to be removed from the Condominium any animal that it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt additional reasonable rules and regulations with respect to animals as it deems proper. The Board of Directors of the Association may assess fines for violations of this Section in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations of the Association.

§ 2.6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association. Trash shall be stored out of sight in standard receptacles specified by the Developer, and placed at the curb for trash pickup no sooner than the evening before the collection day. If City of Burton does not provide for trash collection, then Co-owners shall contract with a single company selected by the Association in order to obtain a better rate and limit trash collection to a single day per week. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be visually screened and approved by the Developer in writing. No refuse pile, compost heap or other unsightly or objectionable materials shall be allowed to remain on any Homesite. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in a manner that is not offensive or visible to any other Co-owners in the Condominium. The Common Elements and Units shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any dwelling shall be made of or lined with material which is white or off-white in color or blends with the exterior of the residence. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, that is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located on his Unit. In connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit. The type, style and location of basketball hoops shall be approved by the Developer. Hoops shall be located as to be as unobtrusive as possible. Hoops and poles shall not be located forward of the front of a residence.

§ 2.7. Vehicles. No house trailers, trucks, pick-up trucks, commercial vehicles, boat trailers, aircraft, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, passenger vans, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked on the roads in the Condominium, and no such vehicles may be parked upon the premises of the Condominium unless in garages. No vehicle may be parked on the roads in the Condominium overnight. No inoperable vehicles of any type may be stored outdoors under any circumstances. Commercial vehicles and trucks shall not be parked in or about the Condominium except during deliveries or pickups in the course of business. The Association may require Co-owners to register with the Association all cars maintained on the Condominium Premises. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Condominium or on its roads.

§ 2.8. Advertising. No signs or other advertising devices of any kind that are visible from the exterior of a Unit or on the Common Elements, including any "For Sale" signs other than standard size "For Sale" signs customarily employed by real estate brokers and builders in City of Burton, shall be displayed without written permission from the Association and, during the Development Period, from the

Instr:200411220117655 11/22/2004
P:17 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

Developer. The Developer may withhold that permission in its sole discretion. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer.

§ 2.9. Rules and Regulations. The Board of Directors of the Association may make Rules and Regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all rules, regulations and amendments shall be furnished to all Co-owners.

§ 2.10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and its appurtenant Limited Common Elements, during reasonable working hours, upon notice to the Co-owner, as necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and appurtenant Limited Common Elements as necessary to respond to emergencies. The Association may gain access in any manner reasonable under the circumstances and shall not be liable to a Co-owner for any resulting damage to his Unit and appurtenant Limited Common Elements. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

§ 2.11. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed and shall not be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on the Common Elements.

§ 2.12. Co-owner Maintenance. Each Co-owner shall maintain his Homesite and any Common Elements for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems. 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, except to the extent those damages or costs are covered and reimbursed by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article 5.

§ 2.13. Reserved Rights of Developer.

¶ 2.13.1. Prior Approval by Developer. During the Development Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, and no addition to, or change or alteration to any structure shall be made (including in color or design), except interior alterations that do not affect structural elements of any Unit, and no hedges, trees or substantial planting or landscaping modifications shall be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of the structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, its successors or assigns, and a copy of the plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any plan or specifications, or grading or landscaping plans that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon the plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed, and the degree of harmony with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development. This Section shall be binding upon the Association and all Co-owners.

¶ 2.13.2. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article 2 shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes. Despite any contrary provision, the Developer shall have the right to maintain a permanent, temporary or mobile sales office, model units, advertising display signs, storage areas, related parking rights, and access throughout the Project that it deems reasonable for the sale and development of the entire Project by the Developer.

¶ 2.13.3. Developer's Right to Approve Contractors. The Developer reserves the right to approve or disapprove, in its sole discretion, any or all contractors for construction of residences and related structures to be built within the Condominium Premises, for the purpose of regulating construction activities and promoting high quality construction standards.

Instr:200411220117855 11/22/2004
P:18 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

¶ 2.13.4. Developer's Right to Receive Minutes. After the Transitional Control Date and prior to the expiration of the Development and Sales Period, the Developer, upon written request to the Board, shall have the right to be provided with copies of all minutes of regular and special meetings of the Board and of the members of the Association.

¶ 2.13.5. Enforcement of Bylaws. The Developer and the Association shall have the responsibility and the obligation to enforce the provisions contained in these Bylaws including the restrictions set forth in Article 2. The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of those high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and replace any Common Elements and to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

§ 2.14. Leasing and Rental.

¶ 2.14.1. Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 2.1 subject to the provisions of Paragraph 2.14.2 below. No Co-owner shall lease less than an entire Unit in the Condominium. No tenant shall be permitted to occupy except under a lease having an initial term of at least six months unless approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

¶ 2.14.2. Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

2.14.2.1. A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents at least 10 days before presenting a lease form to a potential tenant. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

2.14.2.2. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

2.14.2.3. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, then :

2.14.2.3.1. The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant.

2.14.2.3.2. The Co-owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

2.14.2.3.3. If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant.

2.14.2.3.4. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Instr:200411220117655 11/22/2004
P:19 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

§ 2.15. Notification of Sale. A Co-owner intending to make a sale of his Unit shall notify the Association in writing at least 21 days before the closing date of the sale and shall furnish the name and address of the intended purchaser and other information reasonably required by the Association. The purpose of this Section is to enable the Association to be aware at all times of the identities of all persons owning or occupying a Unit and to facilitate communication with them regarding the rights, obligations and responsibilities under the Condominium Documents. Under no circumstances shall this provision be used for purposes of discrimination against any owner, occupant or prospective owner on the basis of race, color, creed, national origin, sex or other basis prohibited by law.

§ 2.16. Incorporation of Rules and Regulations. The Rules and Regulations adopted by the Association and, during the Development Period, the Developer, as amended from time to time, are hereby made a part of these Bylaws as if fully set forth in these Bylaws, and may be enforced by the Developer and the Association as if a part of the Bylaws.

Article 3. Reconstruction and Repair.

§ 3.1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place 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 cost of reconstruction or repair required to be performed by the Association, or if at any time during or after completion of the reconstruction or repair, the funds for the payment of the cost are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

§ 3.2. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

§ 3.3. Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Homesite and appurtenant Limited Common Elements.

§ 3.4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

¶ 3.4.1. Taking of Unit or Improvements Thereon or a Limited Common Element. If all or any portion of a Unit or any improvements on a Unit or a Limited Common Element appurtenant to a Unit is taken by eminent domain, then the award for that taking shall be paid to the Co-owner and mortgagee of the Unit as their interests may appear, despite any contrary provision of the Act. If a Co-owner's entire Unit is taken by eminent domain, then that Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

¶ 3.4.2. Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds from that taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion taken or to take any other action they deem appropriate.

¶ 3.4.3. Continuation of Condominium After Taking. If the Project continues after taking by eminent domain, then the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly. If any Unit has been taken, then Article 5 of the Master Deed shall also be amended to reflect that taking and to readjust the percentages of value of the remaining Co-owners proportionately ,based upon a continuing value of 100% for the Condominium. That amendment may be made by an officer of the Association authorized by the Board of Directors without execution or approval by any Co-owner.

¶ 3.4.4. Notification of Mortgagees. If all or a part of a Unit or Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Association shall promptly notify each institutional holder of a first mortgage on any Unit in the Condominium.

¶ 3.4.5. Applicability of the Act. To the extent not inconsistent with these Bylaws, Section 133 of the Act shall control upon any taking by eminent domain.

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

Article 4. Insurance.

Instr:200411220117655 11/22/2004
P:20 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

§ 4.1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all risk insurance coverage, liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than $1,000,000 per occurrence), officers' and directors' liability insurance, workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the General Common Elements. That insurance shall be carried and administered in accordance with the following provisions:

¶ 4.1.1. Responsibilities of Association. All insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Units.

¶ 4.1.2. Insurance of Common Elements. All General Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the board of directors of the Association. The Association shall not be responsible for maintaining insurance with respect to Limited Common Elements, Units, and structures on and improvements and appurtenances to Units, Limited Common Elements and Homesites.

¶ 4.1.3. Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

¶ 4.1.4. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 3 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for that repair or reconstruction.

§ 4.2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Project and the General Common Elements, with all insurers that provide insurance for the Project, including the full power and authority to purchase and maintain insurance, to collect and remit premiums, to collect and distribute the proceeds to the Association, the Co-owners and mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the provisions of this Article.

§ 4.3. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining all risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of Co-owner's Unit and for his personal property located on that Unit or elsewhere on the Project. There is no responsibility on the part of the Association to insure any of those improvements whatsoever. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Homesite and appurtenant Limited Common Elements (naming the Association and the Developer as additional insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner. If a Co-owner fails to obtain or provide evidence of that insurance, then the Association may, but is not required to, obtain that insurance on behalf of the Co-owner, and the premiums for that insurance shall constitute a lien against the Co-owner's Unit and may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article 5. Each Co-owner shall also be obligated to obtain insurance from an insurer identified by the Association in the event the Association elects to make that designation.

§ 4.4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

§ 4.5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which the other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within that individual Co-owner's Homesite or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if required by the Association (or the Developer during the

Instr:200411220117655 11/22/2004
P:21 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

Development Period). This Section 4.5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

Article 5. Assessments. All expenses arising from the management, administration and operation of the Association in carrying out its authority and duties as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners in accordance with the following provisions:

§ 5.1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Project shall be receipts affecting the administration of the Project, within the meaning of Section 54(4) of the Act. If snow removal is not performed by a governmental body, the Association reserves the right to contract for the removal of snow from paved areas located within General Common Element areas and roadways dedicated to the public except the approaches of individual driveways servicing the Units. The cost of snow removal shall be an expense of administration of the Project.

§ 5.2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

¶ 5.2.1. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year. The budget shall project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for reserves and contingencies. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 5.3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Paragraph may prove to be inadequate for this particular project, the Association of Co-owners 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 from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for the year shall be established based upon the budget. The failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. If the Board of Directors decides, in its sole discretion, that the assessments levied are or may be insufficient to pay the costs of operation and management of the Condominium, then it shall have the authority to increase the general assessment or to levy additional assessments that it deems necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this Paragraph shall rest solely with the Board of Directors for the benefit of the Association and its members, and shall not be enforceable by any creditors of or members of the Association.

¶ 5.2.2. Special Assessments. Special assessments, in addition to those required in Paragraph 5.2.1. above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided below to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $2,000.00 for the entire Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5.5, or (3) assessments for any other appropriate purpose not described elsewhere in these Bylaws. Special assessments referred to in this Paragraph 5.2.2 (but not including those assessments referred to in Paragraph 5.2.1. above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number. The authority to levy assessments pursuant to this Paragraph is solely for the benefit of the Association and its memmbers and shall not be enforceable by any creditors of or members of the Association.

§ 5.3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed. Payment of an assessment shall be on a monthly, quarterly, semiannual or annual basis, as determined by the Association. The payment of an assessment shall be in default if all or any part of that assessment is not paid to the Association in full on or before its due date. The Association may assess reasonable automatic late charges or may, under Section 19.4, levy fines for late payment. Each Co-owner (whether 1 or more persons) shall be and remain personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit that are levied while he is the owner. However, a land contract purchaser from any Co-owner including Developer shall be so personally liable and a land contract seller shall not be personally liable for all assessments levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection

Instr:200411220117655 11/22/2004
P:22 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on installments; and third, to installments in default in order of their due dates.

§ 5.4. Waiver of Use or Abandonment of Unit. 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 Unit.

§ 5.5. Enforcement.

¶ 5.5.1. Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable.

¶ 5.5.2. Foreclosure Proceedings. Each Co-owner, and every other person who has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are made a part of these Bylaws for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to those actions. Further, each Co-owner and every other person who has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of that sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to his Unit, he was notified of the provisions of this Paragraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

¶ 5.5.3. Notice of Action. Neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The affidavit shall be recorded in the office of the Genesee County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the 10-day period, the Association may take any remedial action available to it under these Bylaws or Michigan law. If the Association elects to foreclose the lien by advertisement, then the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

¶ 5.5.4. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

§ 5.6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit that accrue prior to the time the holder comes into possession of the Unit (except for claims for a pro rata share of the assessments or charges resulting from a pro rata reallocation of the assessments or charges to all Units including the mortgaged Unit).

§ 5.7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by the Developer. The Developer's proportionate share of those

Instr:200411220117655 11/22/2004
P:23 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. The only expenses presently contemplated that the Developer might be expected to pay are a pro rata share of snow removal and other road maintenance and a pro rata share of any liability insurance. Any assessments levied by the Association against the Developer for other purposes shall be void without the Developer's consent. Further, 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, any cost of investigating and preparing that litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a final certificate of occupancy has been issued by City of Burton.

§ 5.8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement under which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of the unpaid assessments that exist or a statement that none exist. That statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to that Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of the Unit shall render any unpaid assessments and the lien securing them fully enforceable against the purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale prior to all claims except real property taxes and first mortgages of record.

§ 5.9. 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.

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

§ 5.11. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Article 6. Arbitration.

§ 6.1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to those disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to the arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association then in effect shall be applicable to any arbitration.

§ 6.2. Judicial Relief. In the absence of the election and written consent of the parties under Section 6.1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any disputes, claims or grievances.

§ 6.3. Election of Remedies. The election and written consent by Co-owners or the Association to submit a dispute, claim or grievance to arbitration shall preclude them from litigating the dispute, claim or grievance in the courts.

Article 7. Mortgages.

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

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

Instr:200411220117655 11/22/2004
P:24 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

§ 7.3. Notification of Meetings. Upon request submitted to the Association, an institutional holder of a first mortgage lien on a 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 that meeting.

Article 8. Voting.

§ 8.1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

§ 8.2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Project to the Association. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 9.2. The vote of each Co-owner may be cast only by the individual representative named by the Co-owner in the notice required in Section 8.3 or by a proxy given by that representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during that period even though the Developer may own no Units at some time during that period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit that it owns.

§ 8.3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association naming an individual representative to vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-owner. The notice shall state the name and address of the representative, the number(s) of the Condominium Unit(s) owned by the Co-owner, and the name and address of each person or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. The named representative may be changed by the Co-owner at any time by filing a new notice in the same manner.

§ 8.4. Quorum. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which that person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

§ 8.5. Voting. Votes may be cast only in person or by a writing duly signed by the named voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

§ 8.6. Majority. A majority, except where otherwise provided, shall consist of more than 50% in value of those qualified to vote, present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. If expressly provided in these Bylaws, a majority may be required to exceed a simple majority.

Article 9. Meetings.

§ 9.1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at another suitable, convenient place designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

§ 9.2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Mallard Ponds Condominium have been sold and the purchasers qualified as members of the Association, but no later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit, whichever occurs first. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting. Those meetings shall not be construed as the First Annual Meeting of members. The date, time and place of that meeting shall be set by the Board of Directors, and at least 10 days' written notice shall be given to each Co-owner.

§ 9.3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of August each succeeding year after the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At those meetings the Co-owners shall elect by ballot a Board of Directors in accordance with Article 11 of these Bylaws. The Co-owners may also transact other business of the Association that properly comes before them.

Instr:200411220117655 11/22/2004
P:25 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

§ 9.4. Special Meetings. The President shall call a special meeting of the Co-owners if directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time, place and purposes of the meeting. Only the business stated in the notice shall be transacted at a special meeting.

§ 9.5. Notice of Meetings. The Secretary shall (or other Association officer in the Secretary's absence) serve a notice of each annual or special meeting, stating the purpose, time and place of the meeting upon each Co-owner of record at least 10 days but not more than 60 days prior to the meeting. The mailing of a notice to each named representative at his address shown in the notice required by Section 8.3, shall be deemed notice served. Any member may waive notice in writing. The waiver, when filed in the records of the Association, shall be deemed due notice.

§ 9.6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

§ 9.7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at meetings held for the purpose of electing Directors or officers); (g) election of Directors (at meetings held for that purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at the meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary/Treasurer.

§ 9.8. Action Without Meeting. Any action that may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in that manner. Approval by written ballot shall be constituted by receipt, within the specified time period of (i) a number of ballots that equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

§ 9.9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of that meeting, or an approval of the minutes. All waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

§ 9.10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth in the minutes. A recitation in the minutes of a meeting that notice of the meeting was properly given shall be prima facie evidence that proper notice was given.

Article 10. Advisory Committee. The Developer shall establish a Co-owners advisory committee as required by, and to be governed by, Section 52 of the Act.

Article 11. Board of Directors.

§ 11.1. Qualification of Directors. The Board of Directors shall consist of the number of members set forth in Section 11.2. All directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

§ 11.2. Election of Directors.

¶ 11.2.1. First Board. The first Board shall be comprised of one (1) person and such first Board, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-Developer Co-owners to the Board. Immediately prior to the appointment of the first non-Developer Co-owner to the Board, the Board shall be increased

Instr:200411220117655 11/22/2004
P:26 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

in size to five (5) persons. Thereafter, elections for non-Developer Co-owner directors shall be held as provided in Paragraphs 11.2.2 and 11.2.3 below. The directors shall hold office until their successors are elected and hold their first meeting.

¶ 11.2.2. Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, one (1) of the five (5) directors shall be elected by non Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, two (2) of the five (5) directors shall be elected by non-Developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

¶ 11.2.3. Election of Directors at and After First Annual Meeting. Not later than one-hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy five percent (75%) of the Units, the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Condominium or as long as ten percent (10%) of the Units remain that may be created. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

¶ 11.2.4. Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, the non-Developer Co-owners have the right to elect a number of members of the Board equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Paragraph 11.2.2 above. Application of this Paragraph does not require a change in the size of the Board.

¶ 11.2.5. If the calculation of the percentage of members of the Board that the non-Developer Co-owners have the right to elect under Paragraph 11.2.4, or if the product of the number of the members of the Board multiplied by the percentage of Units held by the non-Developer Co-owners under Paragraph 11.2.4 results in a right of non-Developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this Paragraph shall not eliminate the right of the Developer to designate one (1) director as provided in Paragraph 11.2.3.

¶ 11.2.6. Except as provided in Paragraph 11. 2.3, at the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

¶ 11.2.7. Once the Co-owners have acquired the right hereunder to elect a majority of the Board, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Section 10.3 hereof.

§ 11.3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things not prohibited by the Condominium Documents or required to be exercised and done by the Co-owners.

§ 11.4. Other Duties. In addition to the duties imposed by these Bylaws or any further duties imposed by resolution of the members of the Association, the Association shall be responsible specifically for the following:

Instr:200411220117655 11/22/2004
P:27 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

Instr:200411220117655 11/22/2004
P:28 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

¶ 11.4.1. To enforce the provisions of all Condominium Documents.

¶ 11.4.2. To manage and administer the affairs of and to maintain the Project and the Common Elements.

¶ 11.4.3. To levy and collect assessments from the members of the Association and to use the proceeds for the purposes of the Association.

¶ 11.4.4. To carry insurance and collect and allocate the insurance proceeds.

¶ 11.4.5. To rebuild Common Element improvements after casualty.

¶ 11.4.6. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Project.

¶ 11.4.7. To acquire, maintain and improve, buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in carrying out the purposes of the Association.

¶ 11.4.8. To borrow money and issue evidences of indebtedness in carrying out the purposes of the Association, and to secure them by mortgage, pledge, or other lien on property owned by the Association, but only if those actions are approved by affirmative vote of 75% of all of the members of the Association in number and in value.

¶ 11.4.9. To make rules and regulations in accordance with these Bylaws.

¶ 11.4.10. To establish and appoint members to any committees it deems necessary, convenient or desirable for the purpose of implementing the enforcement and administration of the Condominium and to delegate to those committees any functions or responsibilities that are not required by law or the Condominium Documents to be performed by the Board.

§ 11.5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or its affiliates) at reasonable compensation established by the Board to perform the duties and services that the Board authorizes, including, but not limited to, the duties listed in Sections 11.3 and 11.4. The Board may delegate to the management agent any other duties or powers that are not required by law or by the Condominium Documents to be performed by or have the approval of the Board of Directors or the members of the Association. All service and management contracts shall comply with Section 55 of the Act.

§ 11.6. Vacancies. Vacancies in the Board of Directors that occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each Director elected shall serve until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors that occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 11.2.2.

§ 11.7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number of all of the Co-owners and a successor may then and there be elected to fill the resulting vacancy. The quorum requirement for the purpose of filling that vacancy shall be the normal 35% requirement set forth in Section 8.4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

§ 11.8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at the place designated by the Directors at the meeting at which they were elected; no notice to those Directors shall be necessary in order to hold that meeting if a majority of the whole Board shall be present.

§ 11.9. Regular Meetings. Regular meetings of the Board of Directors may be held at the times and places determined by a majority of the Directors. At least two regular meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for the meeting.

§ 11.10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or telegraph, of the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in the same manner on the written request of a Director.

§ 11.11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of the meeting. That waiver shall be equivalent to the giving of notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

§ 11.12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, then the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes, shall constitute the presence of that Director for purposes of determining a quorum.

§ 11.13. First Board of Directors. The actions of the first Board of Directors of the Association or its successors selected or elected before the Transitional Control Date shall be binding upon the Association as long as its actions are within the scope of the powers and duties that may be exercised generally by the Board of Directors as provided in the Condominium Documents.

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

Article 12. Officers.

§ 12.1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary-Treasurer.

¶ 12.1.1. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association.

¶ 12.1.2. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis.

¶ 12.1.3. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he or she shall have charge of the corporate seal, if any, and of those books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

¶ 12.1.4. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in the depositories designated by the Board of Directors.

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

§ 12.3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause. His or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the

Instr:200411220117655 11/22/2004
P:29 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

Board called for that purpose. No removal action may be taken unless the matter is included in the notice of the meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

§ 12.4. Duties. The officers shall have those other duties, powers and responsibilities authorized by the Board of Directors.

Article 13. Seal. The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed on it the name of the Association, the words "corporate seal", and "Michigan".

Article 14. Finance.

§ 14.1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, a specification of the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. All Association records shall be open for inspection by the Co-owners and their mortgagees during ordinary working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors. The auditors need not be certified public accountants and the audit need not 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 the annual audited financial statement within 90 days following the end of the Association's fiscal year upon request. Audit and accounting expenses shall be expenses of administration.

§ 14.2. Fiscal Year. The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

§ 14.3. Bank. Funds of the Association shall be initially deposited in a bank or savings association designated by the Board of Directors and shall be withdrawn only upon the check or order of the officers, employees or agents designated by resolution of the Board of Directors. The funds may be invested in accounts or deposit certificates of a bank or savings association insured by the Federal Deposit Insurance Corporation or in interest-bearing obligations of the United States Government.

Article 15. Indemnification of Officers and Directors. Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time the expenses are incurred, except as otherwise prohibited by law. In the event of any claim for reimbursement or indemnification based upon a settlement by the director or officer seeking the reimbursement or indemnification, the indemnification shall apply only if the Association (with the director seeking reimbursement abstaining) approves the settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which a director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Association shall notify all Co-owners of the payment. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in amounts it deems appropriate.

Article 16. Amendments.

§ 16.1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners by instrument in writing signed by them.

§ 16.2. Meeting. A meeting for consideration of a proposed amendment shall be duly called in accordance with the provisions of these Bylaws.

§ 16.3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special-meeting called for that purpose by an affirmative vote of not less than two-thirds of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless the amendment would materially alter or change the rights of mortgagees, in which event the approval of two-thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

§ 16.4. By Developer. Prior to the end of the Development Period, these Bylaws may be amended by the Developer without approval from any other person as long the amendment does not materially diminish the right of a Co-owner or mortgagee. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having

Instr:200411228117655 11/22/2004
P:30 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

jurisdiction over any aspect of the Project, including but not limited to amendments required by a road commission, drain commissioner or other agency for the purpose of or in connection with the dedication of general common elements to the public.

§ 16.5. By Association or Board. During the Development Period, neither the Master Deed, the Bylaws nor the Subdivision Plan for the Project shall be amended without the written consent of the Developer

§ 16.6. When Effective. Any amendment to these Bylaws shall become effective upon recording of the amendment in the office of the Genesee County Register of Deeds.

§ 16.7. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption. Amendments to these Bylaws adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project regardless of whether they actually receive a copy of the amendment.

Article 17. Compliance. The Association and all present or future Co-owners and tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act. 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 18. Definitions. All terms used in these Bylaws have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

Article 19. Remedies for Default. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

§ 19.1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, including an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination. Relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

§ 19.2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Developer or the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees (not limited to statutory fees) as determined by the court. No Co-owner committing the default be entitled to recover attorney's fees.

§ 19.3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right to enter upon the Common Elements or upon any Unit (but not inside any residence), 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 exercise of its removal and abatement power.

§ 19.4. Assessment of Fines. 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, of monetary fines for violations. No fine may be assessed unless in accordance with the provisions of Article 20.

§ 19.5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any Co-owner to enforce that right, provision, covenant or condition in the future.

§ 19.6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative. The exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the exercise of other and additional rights, remedies or privileges available to a party at law or in equity.

§ 19.7. Enforcement of Provisions of Condominium Documents. The Developer or a Co-owner may maintain an action against the Association and its officers and Directors to compel them to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief and/or damages for noncompliance with the terms and provisions of the Condominium Documents or the Act.

Article 20. Assessment of Fines.

Instr:200411220117655 11/22/2004
P:31 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

§ 20.1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted Rules and Regulations shall be grounds for assessment by the Association of monetary fines against the involved Co-owner. That Co-owner shall be deemed responsible for the violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through him to the Condominium Premises.

§ 20.2. Procedures. Upon any violation being alleged by the Board, the following procedures will be followed:

¶ 20.2.1. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with enough specificity to place the Co-owner on notice of the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address shown in the notice required to be filed with the Association pursuant to Section 8.3 of the Bylaws.

¶ 20.2.2. Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but the Co-owner shall not be required to appear less than 10 days from the date of the Notice.

¶ 20.2.3. Default. Failure to respond to the Notice of Violation constitutes a default.

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

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

¶ 20.3.1. First Violation. No fine shall be levied.

¶ 20.3.2. Second Violation. Twenty-Five Dollars ($25.00) fine.

¶ 20.3.3. Third Violation. Fifty Dollars ($50.00) fine.

¶ 20.3.4. Fourth Violation and Subsequent Violations. One Hundred Dollars ($100.00) fine.

§ 20.4. Collection. The fines levied pursuant to Section 20.3 above shall be assessed against the Co-owner and shall be due and payable on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article 5 and Article 19 of the Bylaws. For purposes of calculating fines under this Article, each day that a violation continues to exist after notice of the violation shall be deemed a separate violation

Article 21. Judicial Actions and Claims. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners and shall be governed by the requirements of this Article 21. The requirements of this Article 21 will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article 21. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

§ 21.1. Board Recommendation to Co-owners. The Board shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

§ 21.2. Litigation Evaluation Meeting. Before an attorney is engaged to file a civil action on behalf of the Association, the Board shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil

Instr:200411220117655 11/22/2004
P:32 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

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

¶ 21.2.1. A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

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

21.2.1.2. that at least one member of the Board has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success

21.2.1.3. litigation is the only prudent, feasible and reasonable alternative; and

21.2.1.4. the Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

¶ 21.2.2. A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information:

21.2.2.1. the number of years the litigation attorney has practiced law;

21.2.2.2. the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed;

21.2.2.3. the litigation attorney's written estimate of the amount of the Association's likely recovery in the lawsuit, net of legal fees, court costs, expert witness fees and all other anticipated litigation expenses;

21.2.2.4. the litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action;

21.2.2.5. the litigation attorney's proposed written fee agreement;

21.2.2.6. the amount to be specially assessed against each Unit to fund the estimated cost of the civil action both in total and on a periodic per Unit basis, as required by Section 21.6; and

21.2.2.7. the litigation attorney's legal theories for recovery of the Association.

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

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

§ 21.5. Co-owner Vote Required. At the litigation evaluation meeting, the Co-Owners shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of

Instr:200411220117655 11/22/2004
P:33 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners. In the event the litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in Section 21.2 hereinabove and in this Section 21.5 shall be conducted prior to the retention of another attorney for this purpose. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

§ 21.6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 21.1 through 21.10 of this Article 20 shall be paid by special assessment of the Co-owners ("litigation special assessment"). Notwithstanding anything to the contrary herein, the litigation special assessment shall be approved at the litigation evaluation meeting by sixty-six and two-thirds percent (66 2/3%) of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a periodic basis. The total amount of the litigation special assessment shall be collected periodic over a period not to exceed twenty-four (24) months.

§ 21.7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article 21, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

¶ 21.7.1. The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period");

¶ 21.7.2. All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period;

¶ 21.7.3. A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions;

¶ 21.7.4. The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action; and,

¶ 21.7.5. Whether the originally estimated total cost of the civil action remains accurate.

§ 21.8. Monthly Board Meetings. The Board shall meet monthly during the course of any civil action to discuss and review:

¶ 21.8.1. the status of the litigation;

¶ 21.8.2. the status of settlement efforts, if any; and

¶ 21.8.3. the attorney's written report.

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

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

Article 22. Rights Reserved to Developer. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of the powers and rights. The assignee or transferee shall have the same rights and powers as the Developer. Any rights and powers reserved or granted to the Developer or its successors (except the architectural

Instr:200411220117655 11/22/2004
P:34 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

review rights set forth in Section 2.2 and any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere, including, but not limited to, access easements, utility easements and all other easements created and reserved, which shall not be terminable in any manner under these Bylaws and which shall be governed only in accordance with the terms of their creation or reservation and not by these Bylaws), shall terminate, if not sooner assigned to the Association, at the conclusion of the Development Period.

Article 23. Severability. If any of the terms, provisions or covenants of the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason, then that holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants of those documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Instr:200411220117655 11/22/2004
P:35 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

Order : CM24880
Branch :TL1 User :EPB2
Page:36 of 42
GENESEE, MI Document:DED MST 2004.1122.117655
Printed on:5/3/2016 8:07 AM

Instr:200411220117655
11/22/2004
P:36 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

ATTENTION COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON DRAWING NOS. 2 & 3.

COVER SHEET FOR

GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 358

EXHIBIT "B" TO THE MASTER DEED OF:

MALLARD PONDS CONDOMINIUMS

PART OF THE NE 1/4 OF SECTION 11, T7N-R7E, CITY OF BURTON
GENESEE COUNTY, MICHIGAN

LEGAL DESCRIPTIONS:

LEGAL DESCRIPTION FOR CONDOMINIUM PREMISES:

PART OF THE NORTHEAST 1/4 OF SECTION 11, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING S88°20'32"W, ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1,448.98 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 11; THENCE S00°20'47"W, A DISTANCE OF 550.00 FEET; THENCE N88°20'32"E, A DISTANCE OF 490.88 FEET; THENCE S00°01'19"E, A DISTANCE OF 269.97 FEET; THENCE N88°20'32"E, A DISTANCE OF 289.66 FEET; THENCE S01°39'28"E, A DISTANCE OF 73.00 FEET; THENCE N88°20'32"E, A DISTANCE OF 18.75 FEET; THENCE S01°23'32"E, A DISTANCE OF 80.00 FEET; THENCE S88°20'32"W, A DISTANCE OF 4.79 FEET; THENCE S00°18'01"E, A DISTANCE OF 63.73 FEET; THENCE N88°20'32"E, A DISTANCE OF 80.26 FEET; THENCE S33°09'15"E, A DISTANCE OF 94.68 FEET; THENCE S00°41'55"W, A DISTANCE OF 226.73 FEET; THENCE S89°41'39"W, A DISTANCE OF 197.38 FEET; THENCE N48°22'57"W, A DISTANCE OF 104.60 FEET; THENCE N46°16'01"W, A DISTANCE OF 102.98 FEET; THENCE S46°05'14"W, A DISTANCE OF 91.14 FEET; THENCE N43°54'46"W, A DISTANCE OF 50.00 FEET; THENCE S46°05'14"W, A DISTANCE OF 183.30 FEET; THENCE N69°48'49"W, A DISTANCE OF 294.52 FEET; THENCE N53°51'25"W, A DISTANCE OF 60.00 FEET; THENCE N67°04'54"W, A DISTANCE OF 357.65 FEET; THENCE S88°20'32"W, A DISTANCE OF 198.10 FEET TO A POINT ON THE EAST LINE OF "SCHAFER MANOR NO. 1 AS RECORDED IN LIBER 33, PAGE 7 OF GENESEE COUNTY PLAT RECORDS; THENCE N00°20'47"E, A DISTANCE OF 696.88 FEET, ALONG THE EAST LINE OF SAID "SCHAFER MANOR NO. 1"; THENCE N88°20'32"E, A DISTANCE OF 200.00 FEET; THENCE N00°20'47"E, A DISTANCE OF 350.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 11; THENCE N88°20'32"E, A DISTANCE OF 304.00 FEET ALONG THE NORTH LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING. CONTAINING 23.20 ACRES OF LAND, MORE OR LESS, AND SUBJECT TO THE USE OF THE NORTHERLY 50.00 FEET THEREOF AS DAVISON ROAD, SO-CALLED. ALSO, SUBJECT TO ANY AND ALL OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION FOR PROPOSED FUTURE DEVELOPMENT:

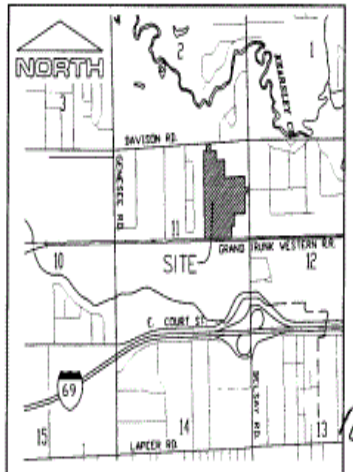
PART OF THE NORTHEAST 1/4 OF SECTION 11, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN, AND ALL OF LOT 12 OF "DALY RANCH HOMESITES" AS RECORDED IN LIBER 24, PAGE 7 OF GENESEE COUNTY PLAT RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE S88°20'32"W, ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1448.98 FEET; THENCE S00°20'47"W, A DISTANCE OF 550.00 FEET; THENCE N88°20'32"E, A DISTANCE OF 490.88 FEET; THENCE S00°01'19"E, A DISTANCE OF 269.97 FEET; THENCE N88°20'32"E, A DISTANCE OF 289.66 FEET TO THE POINT OF BEGINNING; THENCE N88°20'32"E, A DISTANCE OF 371.56 FEET TO A POINT ON THE WEST LINE OF SAID "DALY RANCH HOMESITES"; THENCE S00°00'00"W, TO THE NORTHWEST CORNER OF LOT 12 OF SAID "DALY RANCH HOMESITES" A DISTANCE OF 603.86 FEET; THENCE S90°00'00"E, TO THE NORTHEAST CORNER OF SAID LOT 12, A DISTANCE OF 250.12 FEET; THENCE S00°04'08"W, TO THE SOUTHEAST CORNER OF SAID LOT 12 A DISTANCE OF 100.00 FEET; THENCE N90°00'00"W, TO THE SOUTHWEST CORNER OF LOT 12, A DISTANCE OF 250.00 FEET; S00°00'00"W, CONTINUING ALONG THE WEST LINE OF SAID "DALY RANCH HOMESITES" A DISTANCE OF 500.00 FEET; THENCE N90°00'00"W, A DISTANCE OF 300.00 FEET; THENCE S00°00'00"W, A DISTANCE OF 310.62 FEET; THENCE N89°31'23"W, A DISTANCE OF 60.00 FEET; THENCE S00°03'12"E, A DISTANCE OF 263.95 FEET, TO A POINT ON THE NORTH LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE N89°32'41"W, ALONG THE NORTH LINE OF SAID GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 1,307.84 FEET, TO THE SOUTHEAST CORNER OF "SCHAFER MANOR NO. 2" AS RECORDED IN LIBER 35, PAGE 13 OF GENESEE COUNTY PLAT RECORDS; THENCE N00°20'47"E, A DISTANCE OF 1492.76 FEET, ALONG THE EAST LINE OF SAID "SCHAFER MANOR NO. 2"; THENCE N88°20'32"E, A DISTANCE OF 198.10 FEET; THENCE S67°04'54"E, A DISTANCE OF 357.65 FEET; THENCE S53°51'25"E, A DISTANCE OF 60.00 FEET; THENCE S69°48'49"E, A DISTANCE OF 294.52 FEET; THENCE N46°05'14"E, A DISTANCE OF 183.30 FEET; THENCE S43°54'46"E, A DISTANCE OF 50.00 FEET; THENCE N46°05'14"E, A DISTANCE OF 91.14 FEET; THENCE S46°16'01"E, A DISTANCE OF 102.98 FEET; THENCE S48°22'57"E, A DISTANCE OF 104.60 FEET; THENCE N89°41'39"E, A DISTANCE OF 197.38 FEET; THENCE N00°41'55"E, A DISTANCE OF 226.73 FEET; THENCE N33°09'15"W, A DISTANCE OF 94.68 FEET; THENCE S88°20'32"W, A DISTANCE OF 80.26 FEET; THENCE N00°18'01"W, A DISTANCE OF 63.73 FEET; THENCE N88°20'32"E, A DISTANCE OF 4.79 FEET; THENCE N01°23'32"W, A DISTANCE OF 80.00 FEET; THENCE S88°20'32"W, A DISTANCE OF 18.75 FEET; THENCE N01°39'28"W, A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING. CONTAINING 50.75 ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

DEVELOPER:

MALLARD PONDS DEVELOPMENT, L.L.C.
P.O. BOX 90264
BURTON, MICHIGAN 48509
PHONE: (810) 715-5300, FAX: (810) 715-5326

INDEX OF DRAWINGS

DRAWING NO.	DRAWING TITLE
1	COVER SHEET
2	SURVEY PLAN (TOTAL PROJECT BOUNDARY)
3	SURVEY PLAN (UNITS 1-87)
4	SURVEY PLAN (CURVE AND LINE TABLE SHEET - UNITS 1-87)
5	SITE PLAN (UNITS 1-87)
6	SITE PLAN (DETAILS & NOTES - UNITS 1-87)
7	UTILITY PLAN (UNITS 1-87)



LOCATION MAP

RICHARD H. KRAFT
PROFESSIONAL SURVEYOR AND
PROFESSIONAL ENGINEER
REGISTRATION NO. 10064

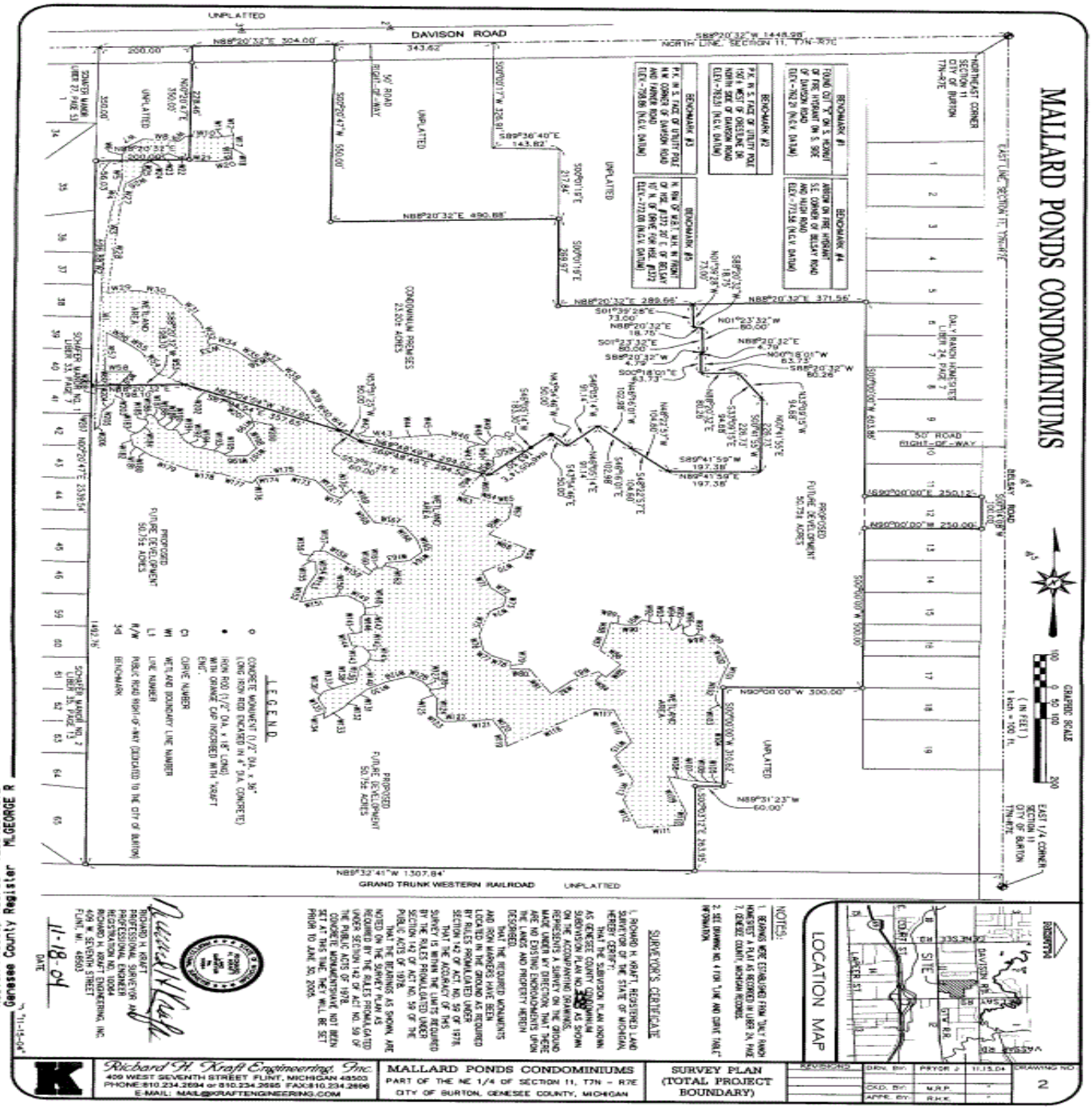
11-18-04
DATE

PREPARED BY:

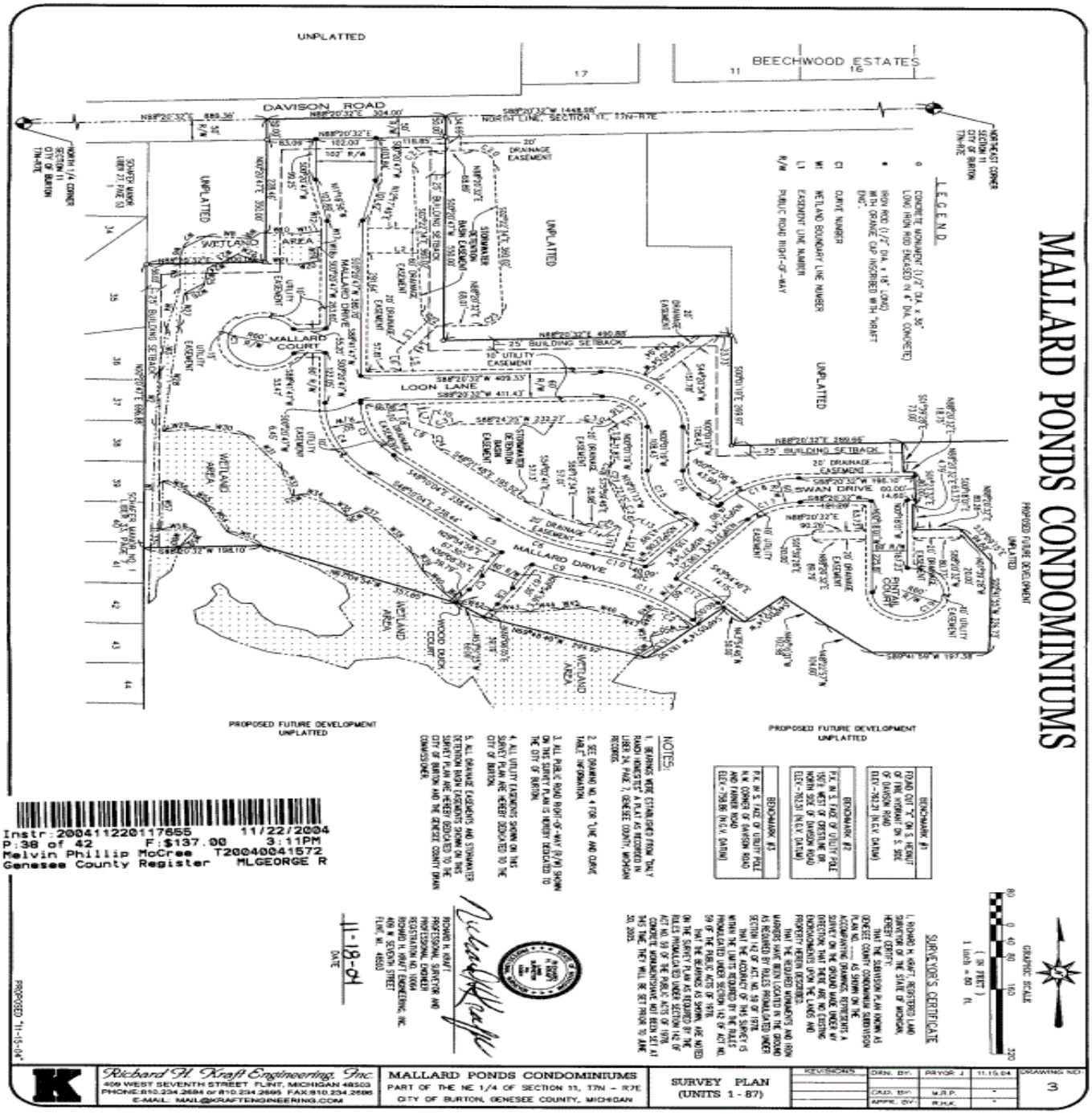
RICHARD H. KRAFT ENGINEERING, INC.
409 W. SEVENTH STREET
FLINT, MICHIGAN 48503
PHONE: (810) 234-2694
FAX: (810) 234-2696
EMAIL: MAIL@KRAFTENGINEERING.COM

DRAWN BY: PRYOR J DATE: 11.15.04
CHKD. BY: M.R.P. DRAWING NO.: 1
APPR. BY: R.H.K.

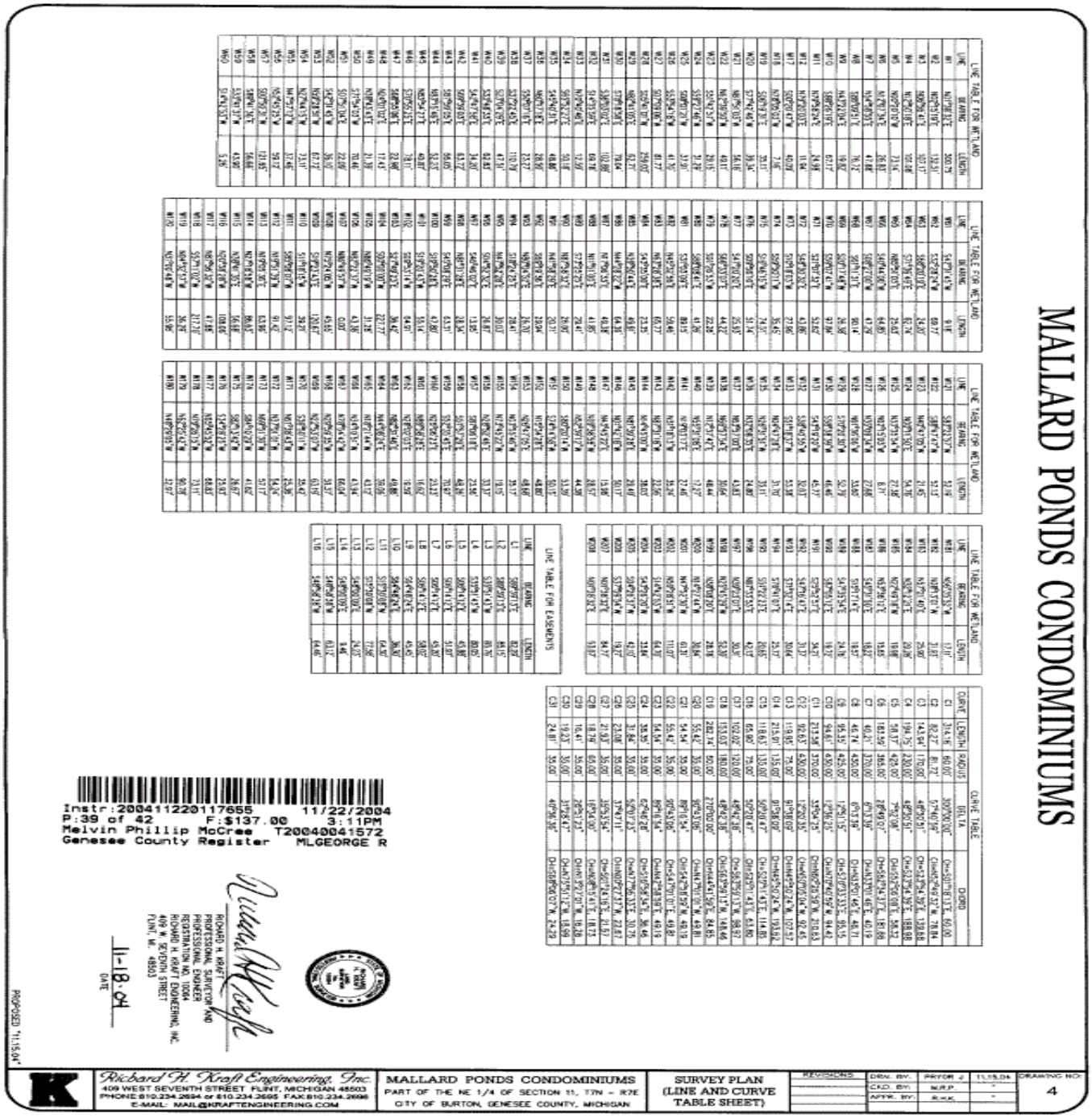
PROPOSED "11.15.04"

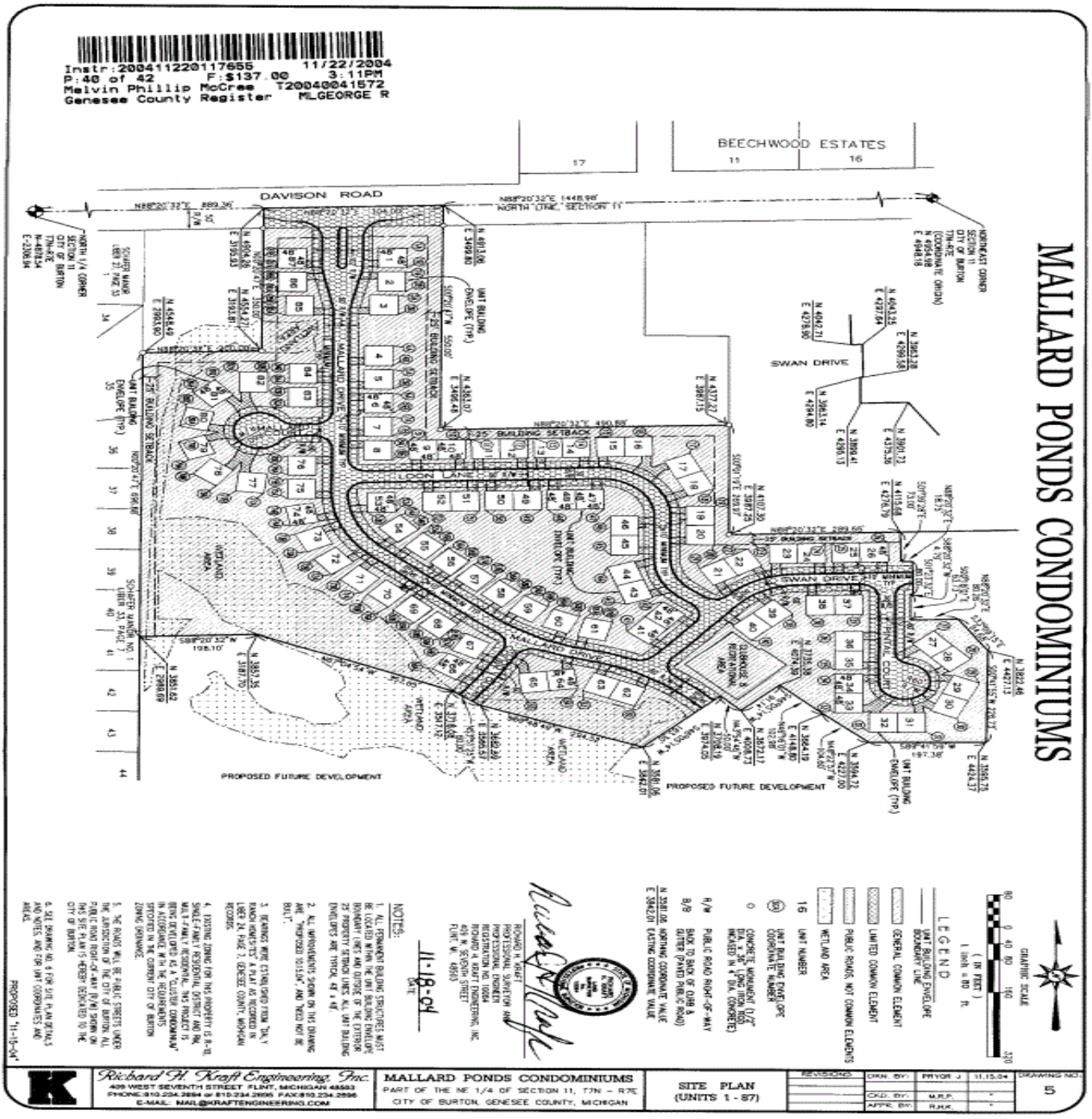


Instr:200411220117655 11/22/2004
P:37 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register M.GEORGE R



Instr:200411220117655 11/22/2004
P:38 of 42 F:$137.00 3:11PM
Kelvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R


MALLARD PONDS CONDOMINIUMS
LINE TABLE FOR WETLAND
LINE TABLE FOR EASEMENTS
CURVE TABLE
Instr:200411220117655 11/22/2004
P:39 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R
Richard H. Kraft
PROFESSIONAL SURVEYOR AND
PROFESSIONAL ENGINEER
REGISTRATION NO. 10084
RICHARD H. KRAFT ENGINEERING, INC.
409 W. SEVENTH STREET
FLINT, MI. 48503
11-18-04
DATE
Richard H. Kraft Engineering, Inc.
409 WEST SEVENTH STREET FLINT, MICHIGAN 48503
PHONE 810.234.2694 or 810.234.2695 FAX 810.234.2696
E-MAIL: MAIL@KRAFTENGINEERING.COM
MALLARD PONDS CONDOMINIUMS
PART OF THE NE 1/4 OF SECTION 11, T7N - R7E
CITY OF BURTON, GENESEE COUNTY, MICHIGAN
SURVEY PLAN
(LINE AND CURVE
TABLE SHEET)
REVISIONS
DRN. BY: PRYOR J.
CKD. BY: R.H.K.
APPR. BY: R.H.K.
11.15.04
DRAWING NO:
4
PROPOSED 11.15.04


Instr:200411220117655 11/22/2004
P:40 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R
MALLARD PONDS CONDOMINIUMS
BEECHWOOD ESTATES
DAVISON ROAD
SWAN DRIVE
MALLARD DRIVE
LOON LANE
PROPOSED FUTURE DEVELOPMENT
PROPOSED FUTURE DEVELOPMENT
GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.
LEGEND
UNIT BUILDING ENVELOPE BOUNDARY LINE
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
PUBLIC ROADS, NOT COMMON ELEMENTS
WETLAND AREA
UNIT NUMBER
UNIT BUILDING ENVELOPE COORDINATE NUMBER
CONCRETE MONUMENT (1/4" DIA x 36" LONG IRON ROD ENCASED IN 4" DIA. CONCRETE)
PUBLIC ROAD RIGHT-OF-WAY
BACK TO BACK OF CURB & GUTTER (PAVED PUBLIC ROAD)
N 3581.06 NORTHING COORDINATE VALUE
E 3942.01 EASTING COORDINATE VALUE
NOTES:
11-18-04
DATE
Richard H. Kraft Engineering, Inc.
409 WEST SEVENTH STREET FLINT, MICHIGAN 48503
PHONE:810.234.2694 or 810.234.2695 FAX:810.234.2696
E-MAIL: MAIL@KRAFTENGINEERING.COM
MALLARD PONDS CONDOMINIUMS
PART OF THE NE 1/4 OF SECTION 11, T7N - R7E
CITY OF BURTON, GENESEE COUNTY, MICHIGAN
SITE PLAN
(UNITS 1 - 97)
REVISIONS
DRN. BY: PRYOR J. 11.15.04
CKD. BY: M.R.P.
APPR. BY: R.H.K.
DRAWING NO.
5

MALLARD POND CONDOMINIUMS

UNIT COORDINATES AND AREAS

UNIT NO.	UNIT BUILDING ENVELOPE COORDINATE NO.	UNIT BUILDING ENVELOPE COORDINATES NORTHING	EASTING	UNIT BUILDING ENVELOPE AREA, SQ. FT.
1	1A	4836.98	3438.39	2,304
	1B	4754.98	3438.10	
2	2A	4768.98	3438.64	2,304
	2B	4686.73	3438.93	
3	3A	4686.73	3412.70	2,304
	3B	4768.98	3412.91	
4	4A	4587.86	3413.94	2,304
	4B	4519.66	3413.65	
5	5A	4509.66	3415.59	2,304
	5B	4481.67	3415.30	
6	6A	4481.67	3415.24	2,304
	6B	4403.67	3414.95	
7	7A	4398.67	3414.89	2,304
	7B	4345.67	3414.60	
8	8A	4339.67	3414.76	2,304
	8B	4287.67	3414.47	
9	9A	4336.51	3442.88	2,304
	9B	4339.29	3538.84	
10	10A	4339.29	3538.84	2,304
	10B	4339.58	3548.84	
11	11A	4343.54	3654.79	2,304
	11B	4343.35	3744.80	
12	12A	4345.43	3750.75	2,304
	12B	4346.11	3766.61	
13	13A	4348.11	3864.96	2,304
	13B	4347.91	3962.21	
14	14A	4227.24	4067.46	2,304
	14B	4177.67	3960.22	
15	15A	4081.67	3960.26	2,304
	15B	4033.16	3938.97	
16	16A	4072.88	4018.46	2,304
	16B	4084.24	4064.61	
17	17A	4080.00	4150.57	2,304
	17B	4097.31	4160.56	
18	18A	4089.04	4268.92	2,304
	18B	3972.53	4334.50	
19	19A	3972.53	4334.50	2,304
	19B	3900.93	4388.45	
20	20A	3742.24	4413.28	2,304
	20B	3654.30	4374.78	
21	21A	3655.22	4372.80	2,304
	21B	3618.71	4288.80	
22	22A	3610.03	4119.10	2,304
	22B	3667.41	4168.55	
23	23A	3783.41	4167.84	2,304
	23B	3773.41	4167.79	
24	24A	3869.41	4167.79	2,304
	24B	3911.81	4215.96	
25	25A	3910.03	4119.10	2,304
	25B	3913.45	4095.70	
26	26A	3947.48	4028.96	2,304
	26B	3963.86	3814.77	
27	27A	3941.70	3876.00	2,304
	27B	4054.22	3874.54	
28	28A	4163.63	3961.54	2,304
	28B	4161.15	3940.58	
29	29A	4158.62	3942.77	2,304
	29B	4158.44	3971.79	
30	30A	4152.61	3428.69	2,304
	30B	4116.62	3460.45	
31	31A	4109.95	3467.80	2,304
	31B	4071.83	3963.67	
32	32A	4071.76	3911.12	2,304
	32B	4033.26	3944.86	
33	33A	4033.26	3954.33	2,304
34	34A	4008.57	3990.10	
	34B	3984.48	3958.03	
35	35A	3962.47	3933.80	2,304

UNIT NO.	UNIT BUILDING ENVELOPE COORDINATE NO.	UNIT BUILDING ENVELOPE COORDINATES NORTHING	EASTING	UNIT BUILDING ENVELOPE AREA, SQ. FT.
59	59A	3955.55	3641.02	2,304
	59B	3928.47	3680.67	
60	60A	3928.63	3689.43	2,304
	60B	3905.08	3733.72	
61	61A	3902.54	3743.36	2,304
	61B	3861.04	3780.02	
62	62A	3860.26	3807.72	2,304
63	63B	3770.60	3730.70	
64	64A	3755.07	3751.25	2,304
	64B	3713.01	3636.13	
65	65A	3771.90	3484.71	2,304
66	66B	3811.69	3511.86	
67	67A	3820.35	3516.55	2,304
	67B	3861.06	3540.49	
68	68A	3844.81	3469.72	2,304
	68B	3886.86	3460.02	
69	69A	3881.55	3452.67	2,304
	69B	3916.61	3416.84	
70	70A	3936.16	3409.26	2,304
	70B	3968.21	3373.53	
71	71A	3961.17	3362.71	2,304
	71B	3983.22	3328.58	
72	72A	4005.58	3311.97	2,304
	72B	4042.86	3282.86	
73	73A	4060.89	3271.56	2,304
	73B	4104.80	3250.85	
74	74A	4124.66	3243.97	2,304
	74B	4176.63	3234.12	
75	75A	4196.76	3237.95	2,304
	75B	4238.76	3237.95	
76	76A	4249.76	3238.30	2,304
	76B	4287.76	3238.30	
77	77A	4304.75	3238.68	2,304
	77B	4370.00	3239.35	
78	78A	4422.85	3117.32	2,304
	78B	4255.93	3070.14	
79	79A	4288.20	3077.07	2,304
	79B	4330.80	3053.37	
80	80A	4366.69	3055.88	2,304
	80B	4416.17	3097.62	
81	81A	4441.89	3078.66	2,304
	81B	4443.31	3114.96	
82	82A	4501.78	3116.54	2,304
	82B	4501.49	3204.43	
83	83A	4441.13	3239.03	2,304
	83B	4446.13	3239.32	
84	84A	4475.57	3239.38	2,304
	84B	4523.17	3239.67	
85	85A	4540.96	3233.36	2,304
	85B	4549.96	3233.64	
86	86A	4547.26	3221.22	2,304
	86B	4747.26	3221.22	
87	87A	4767.09	3220.08	2,304
	87B	4805.09	3220.37	

TYPICAL UNIT DETAIL FOR DETACHED SINGLE FAMILY RESIDENTIAL HOME SHOWING BUILDING ENVELOPE, GENERAL COMMON ELEMENT & LIMITED COMMON ELEMENT
SCALE: NONE

TYPICAL UNIT DETAIL FOR ATTACHED (DUPLEX) SINGLE FAMILY RESIDENTIAL HOME SHOWING BUILDING ENVELOPE, GENERAL COMMON ELEMENT & LIMITED COMMON ELEMENT
SCALE: NONE

TYPICAL UNIT ELEVATION SECTION
NOT TO SCALE

NOTES:
1. ALL PERMANENT BUILDING STRUCTURES MUST BE LOCATED WITHIN THE UNIT BUILDING ENVELOPE BOUNDARY AND OUTSIDE OF THE EXTERIOR 25' PROPERTY SETBACK LINES

LEGEND
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- PUBLIC ROADS, NOT COMMON ELEMENTS
- R/W PUBLIC ROAD RIGHT-OF-WAY

11-18-04
DATE

RICHARD H. KRAFT
PROFESSIONAL SURVEYOR AND
PROFESSIONAL ENGINEER
REGISTRATION NO. 10084
RICHARD H. KRAFT ENGINEERING, INC.
409 W. SEVENTH STREET
FLINT, MI. 48503

PROPOSED 11.15.04

Richard H. Kraft Engineering, Inc.
409 WEST SEVENTH STREET FLINT, MICHIGAN 48503
PHONE:810.234.2694 or 810.234.2695 FAX:810.234.2698
E-MAIL: MAIL@KRAFTENGINEERING.COM

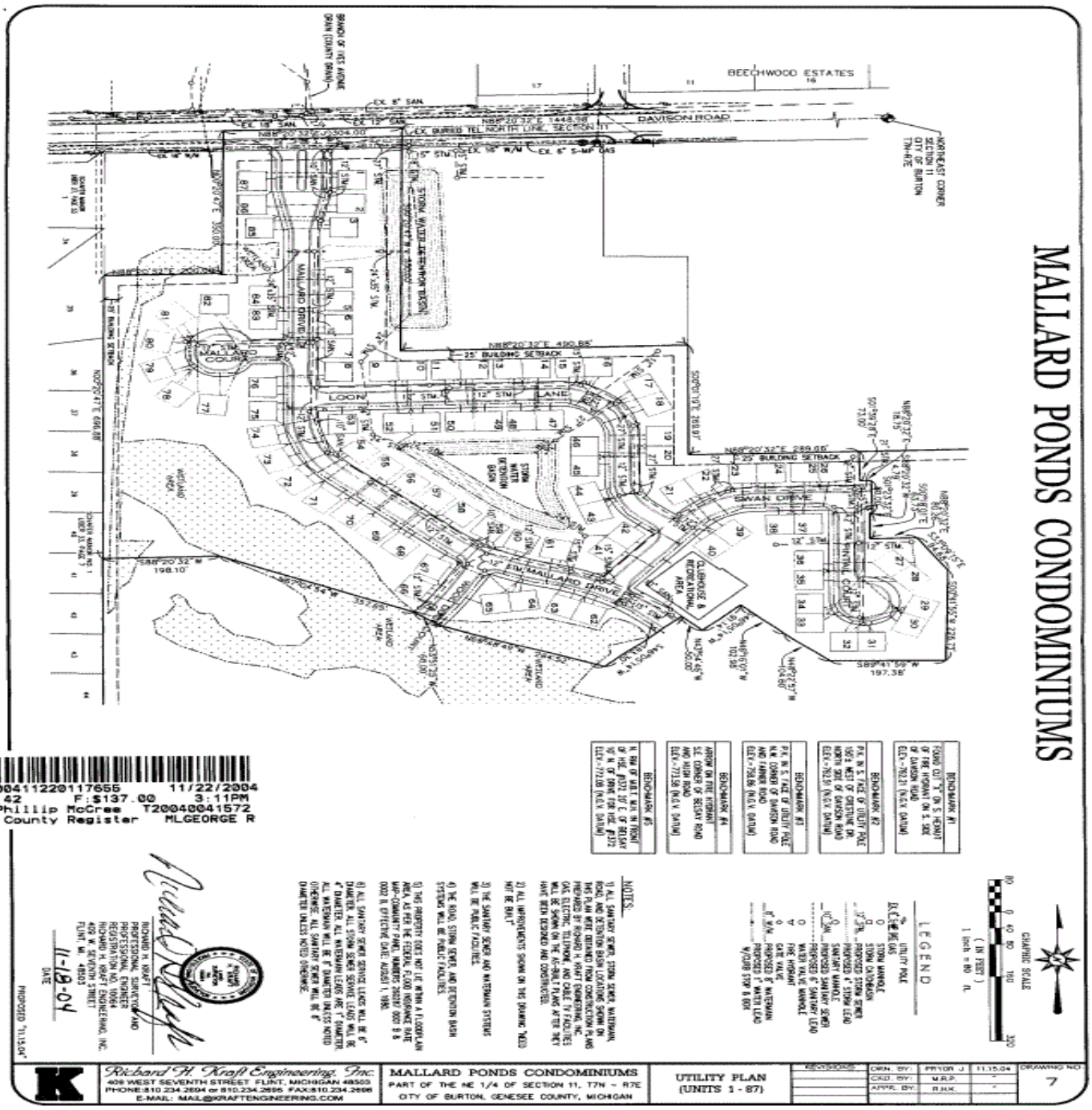
MALLARD PONDS CONDOMINIUMS
PART OF THE NE 1/4 OF SECTION 11, T7N - R7E
CITY OF BURTON, GENESEE COUNTY, MICHIGAN

SITE PLAN
(DETAILS AND NOTES)

REVISIONS			
DRN. BY:	PRYOR J.	11.15.04	-
CKD. BY:	R.H.K.		-
APPR. BY:	R.H.K.		

DRAWING NO. 6

Instr:200411220117655 11/22/2004
P:41 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R



Instr:200411229117655 11/22/2004
P:42 of 42 F:$137.00 3:11PM
Melvin Phillip McCree T20040041572
Genesee County Register MLGEORGE R

201501060000840 P:2 F:$17.00
Received: 1/6/2015 4:25 PM
Recorded: 1/6/2015 4:29 PM
John J. Gleason T20150000694
Genesee County Register MAIL

AMENDMENT TO THE CROSS CREEK CONDOMINIUM ASSOCIATION BYLAWS

NOW COMES the Cross Creek Condominium Association of Burton, a Michigan non-profit corporation, whose address is 5448 Syamore Lane, Flint, MI 48532 (hereinafter referred to as the "Association"), in connection with the Cross Creek Condominium dedicated pursuant to the Master Deed and Bylaws the Cross Creek Condominium, a condominium project established pursuant to the Master Deed thereof recorded as Condominium Subdivision Plan 319 in instrument no. 200308180111808, Genesee County Records, together with all rights set forth in the Master Deed and any subsequent amendments: 200308180111808

Article 2, Subsection 2.2 of the Bylaws containing restrictions, recorded as Exhibit A to the Master Deed described above, is amended following a vote of the membership as follows:

All references to the "Developer" in this subsection shall be modified to include the Board of the Directors of the Cross Creek Condominium Association of Burton, a Michigan nonprofit corporation as having the same rights and responsibilities as the Developer in connection with the Architectural Control Committee.

(signature on following page)

This amendment is executed to be effective as of the 5th day of January, 2015

CROSS CREEK CONDOMINIUM ASSOCIATION OF BURTON

By: Hal Lindsay
Its: President

STATE OF MICHIGAN)
)ss
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me this 5th day of January, 2015, by Hal Lindsay President of the Cross Creek Condominium Association of Burton, a Michigan non-profit corporation, for and on behalf of said corporation.

Notary Public, Genesee County, MI
My Comm. exp.: January 8, 2016
Acting in Genesee County, MI

CATHY H. MOQUIN
NOTARY PUBLIC – MICHIGAN
GENESEE COUNTY
ACTING IN THE COUNTY OF Genesee
MY COMMISSION EXPIRES JAN. 8, 2016

Drafted by: Peter T. Mooney
Simen, Figura & Parker, PLC
Attorneys at Law
5206 Gateway Boulevard - Suite 200
Flint, Michigan 48507
(810) 235-4728

Return to drafter after recording.

Instr:200511150109653 11/15/2005
P:1 of 12 F:$47.00 11:29AM
Melvin Phillip McCree T20050035851
Genesee County Register MLRIZIK &

SECOND AMENDED MASTER DEED
OF
CROSS CREEK CONDOMINIUM
AND
REPLAT NO. 2 OF GENESEE COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 319

Cross Creek Condominiums, L.L.C. ("Developer"), 8185 Holly Rd, Suite 117, Grand Blanc, MI 48439, being the developer of Cross Creek Condominium, a condominium project established pursuant to the Master Deed thereof, recorded in Instrument No. 200308180111808, Genesee County Records, and the First Amended Master Deed thereof, recorded at Instrument No. 200405240058087, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 319, hereby amends the Master Deed of Cross Creek Condominium pursuant to the authority reserved in Article 7 thereof for the following purposes:

A. Expanding the Project pursuant to Article 7 of the Master Deed from 50 Units to 96 Units by adding land to the Project; and

B. Modifying the precentages of value for the Units resulting from expansion of the Condominium.

Upon the recording of this amendment in the office of the Genesee County Register of Deeds, the Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this amendment:

A PART OF THE SOUTHEAST 1/4 OF SECTION 10, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, THENCE N00°00'00"E ALONG THE EAST SECTION LINE 1306.66 FEET; THENCE ON A TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK THE FOLLOWING FOUR (4) COURSES: S73°09'00"W, 206.72 FEET, AND S83°09'00"W, 130.00 FEET AND S73°09'00"W, 524.75 FEET, AND N60°31'00"W, 112.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID TRAVERSE LINE THE FOLLOWING FIVE COURSES: N60°31'00"W, 131.79 FEET; AND N63°51'00"W, 480.10 FEET, AND N46°31'00"W, 680.20 FEET, AND N68°51'00"W, 214.10 FEET, AND N88°46'29"W, 265.50 FEET; THENCE LEAVING SAID TRAVERSE LINE N15°43'00"W, 32.25 FEET; THENCE N00°47'50"W, 141.31 FEET; THENCE S89°12'10"W, 230.00 FEET; THENCE N00°47'50"W, 181.30 FEET; THENCE S89°46'00"E, 2071.51 FEET; THENCE

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.
Daniel T. Kildea
MC 11-15-05

fr 59-10-400-012

59-10-400-014 LD NAB

12/1

S00°14'00"W, 310.65 FEET; THENCE S17°20'48"W, 291.56 FEET; THENCE S72°39'12"E, 25.55 FEET; THENCE S17°20'48"W, 115.19 FEET; THENCE N86°24'00"W, 153.23 FEET TO A POINT ON THE WETLAND CONSERVATION EASEMENT AS RECORDED IN INSTRUMENT NUMBER 200105020044067, GENESEE COUNTY, MICHIGAN RECORDS, THENCE FOLLOWING SAID WETLAND CONSERVATION EASEMENT S03°36'00"W, 238.51 FEET; THENCE S13°52'15"W, 241.57 FEET TO THE POINT OF BEGINNING, ALSO INCLUDING ALL LAND LYING BETWEEN THE EAST AND WEST TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK AND THE CENTERLINE OF GILKEY CREEK. CONTAINING 31.27 ACRES OF LAND MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

2. The land added to the Project above results in an increase in the number of Units in the Project from 50 Units to 96 Units. Therefore, Article 5, Sections 5.1 and 5.2 of the Master Deed of Cross Creek Condominium are amended to read as follows:

"§5.1 Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Cross Creek Condominium as prepared by Richard H. Kraft Engineering, Inc. (Exhibit B). The Project consists of 96 site Units. Each Unit consists of the volume of land and air within the Unit boundaries as delineated with heavy outlines on Exhibit B. None of the Units in the Project is enclosed within a structure.

"§5.2 Percentages of Value. The percentage of value of each Unit is 1.04167 , which is the quotient resulting from dividing 100% by the 96 Units in the Project. All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meetings of the Association."

3. Amended Sheets 1 through 9 of the Condominium Subdivision Plan of Cross Creek Condominium, as attached hereto, shall replace and supersede Sheets 1 through 9 of the Condominium Subdivision Plan of Cross Creek Condominium as originally recorded and previously amended, and the originally recorded and previously amended Sheets 1 through 9 of the Condominium Subdivision Plan of Cross Creek Condominium shall be of no further force or effect.

4. The legal description of the Project on amended Sheet 1 shall replace and supersede the description of the condominium premises contained in Article 2 of the originally recorded Master Deed and on Sheet 1 of the original Condominium Subdivision Plan for the Project.

5. The provisions of the Master Deed and Bylaws of Cross Creek Condominium, as originally recorded and previously amended and as amended hereby, and the Condominium Subdivision Plan of Cross Creek Condominium as originally recorded and previously amended and as amended hereby, are hereby declared to be the Second Amended Master Deed, Bylaws and Subdivision Plan of Cross Creek Condominium and Replat No. 2 of Genesee County Condominium Subdivision Plan No. 319.

7. In all respects other than as hereinabove indicated, the original Master Deed of Cross Creek Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, and as amended, supplemented and superseded hereby, is hereby

Instr:200511150109653 11/15/2005
P:2 of 12 F:$47.00 11:29AM
Melvin Phillip McCree T20050035851
Genesee County Register MLRIZIK &

confirmed and redeclared to be the Master Deed, Bylaws and Subdivision Plan of Cross Creek Condominium.

Dated: November 11, 2005

WITNESSES:

George F. Rizik, II

Casey E. Lostutter

Cross Creek Condominiums, L.L.C.
a Michigan limited liability company

by: Tony Hanson
Authorized member

STATE OF MICHIGAN)
):SS
COUNTY OF GENESEE)

On November 11, 2005, the foregoing Master Deed was acknowledged before me by Tony Hanson, the Authorized member of Cross Creek Condominiums, L.L.C., on behalf of the limited liability company.

Casey E. Lostutter
Notary Public, Genesee County, Michigan
My commission expires:

Drafted by and when recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik
8226 South Saginaw Street
Grand Blanc, Michigan 48439
(810) 953-6000

47

Instr:200511150109653 11/15/2005
P:3 of 12 F:$47.00 11:29AM
Melvin Phillip McCree T20050035851
Genesee County Register MLRIZIK &

\\Proliant\wp51\GFR\Condominiums\Hanson-Cross Creek\Master Deed amended 2nd.wpd

Branch :TL1 User :EPB2

GENESEE, MI Document:RES AMD 2005.1115.109653
Printed on:5/3/2016 8:02 AM

COVER SHEET FOR
REPLAT NO. 2 OF
GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 319
EXHIBIT "B" TO THE SECOND AMENDED MASTER DEED OF:

CROSS CREEK CONDOMINIUM

PART OF THE SOUTHEAST 1/4, SECTION 10, T7N-R7E, CITY OF BURTON
GENESEE COUNTY, MICHIGAN

Instr:200511150109653
P:4 of 12 F:$47.00 11/15/2005
11:29AM
Melvin Phillip McCree
Genesee County Register T20050036951
MLRIZIK &

LEGAL DESCRIPTIONS:

LEGAL DESCRIPTION OF TOTAL DEVELOPMENT:

A PART OF THE SOUTHEAST 1/4 OF SECTION 10, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, THENCE N00°00'00"E ALONG THE EAST SECTION LINE 1306.66 FEET TO THE POINT OF BEGINNING; THENCE ON A TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK THE FOLLOWING EIGHT (8) COURSES: S73°09'00"W, 206.72 FEET, AND S83°06'00"W, 130.00 FEET AND S73°09'00"W, 524.75 FEET, AND N60°31'00"W, 244.00 FEET, AND N63°51'00"W, 480.10 FEET, AND N46°31'00"W, 680.20 FEET, AND N68°51'00"W, 214.10 FEET, AND N85°46'29"W, 265.50 FEET; THENCE LEAVING SAID TRAVERSE LINE N15°43'00"W, 32.25 FEET; THENCE N00°47'50"W, 141.31 FEET; THENCE S89°12'10"W, 230.00 FEET; THENCE N00°47'50"W, 181.30 FEET; THENCE S89°46'00"E, 2674.38 FEET TO A POINT ON THE EAST SECTION LINE; THENCE ALONG SAID EAST SECTION LINE S00°00'00"W, 994.68 FEET TO THE POINT OF BEGINNING; ALSO INCLUDING ALL LAND LYING BETWEEN THE EAST AND WEST TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK AND THE CENTERLINE OF GILKEY CREEK. CONTAINING 49.13 ACRES OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION OF EXISTING DEVELOPMENT:

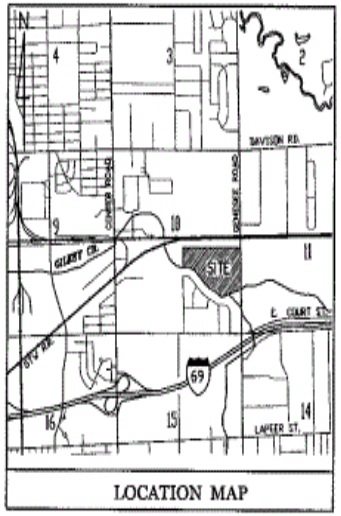
A PART OF THE SOUTHEAST 1/4 OF SECTION 10, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, THENCE N00°00'00"E ALONG THE EAST SECTION LINE 1306.66 FEET TO THE POINT OF BEGINNING; THENCE ON A TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK THE FOLLOWING FOUR (4) COURSES: S73°09'00"W, 206.72 FEET, AND S83°06'00"W, 130.00 FEET AND S73°09'00"W, 524.75 FEET, AND N60°31'00"W, 112.21 FEET; THENCE LEAVING SAID TRAVERSE LINE N13°52'15"E, 241.57 FEET; THENCE N03°36'00"E, 238.51 FEET; THENCE S86°24'00"E, 153.23 FEET; THENCE N17°20'48"E, 115.19 FEET; THENCE N72°39'12"W, 25.55 FEET; N17°20'48"E, 281.56 FEET; N00°14'00"E, 310.65 FEET; THENCE S89°46'00"E, 802.57 FEET TO A POINT ON THE EAST SECTION LINE; THENCE ALONG SAID EAST SECTION LINE S00°00'00"W, 994.68 FEET TO THE POINT OF BEGINNING; ALSO INCLUDING ALL LAND LYING BETWEEN THE EAST AND WEST TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK AND THE CENTERLINE OF GILKEY CREEK. CONTAINING 18.88 ACRES OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION OF LAND WHICH WAS ADDED: (SINCE REPLAT NO. 1)

A PART OF THE SOUTHEAST 1/4 OF SECTION 10, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, THENCE N00°00'00"E ALONG THE EAST SECTION LINE 1306.66 FEET; THENCE ON A TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK THE FOLLOWING FOUR (4) COURSES: S73°09'00"W, 206.72 FEET, AND S83°06'00"W, 130.00 FEET AND S73°09'00"W, 524.75 FEET, AND N60°31'00"W, 112.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID TRAVERSE LINE THE FOLLOWING FIVE COURSES: N60°31'00"W, 131.79 FEET; AND N63°51'00"W, 480.10 FEET, AND N46°31'00"W, 680.20 FEET, AND N68°51'00"W, 214.10 FEET, AND N85°46'29"W, 265.50 FEET; THENCE LEAVING SAID TRAVERSE LINE N15°43'00"W, 32.25 FEET; THENCE N00°47'50"W, 141.31 FEET; THENCE S89°12'10"W, 230.00 FEET; THENCE N00°47'50"W, 181.30 FEET; THENCE S89°46'00"E, 2071.51 FEET; THENCE S00° 14'00"W, 310.65 FEET; THENCE S17°20'48"W, 281.56 FEET; THENCE S72°39'12"E, 25.55 FEET; THENCE S17°20'48"W, 115.19 FEET; THENCE N86°24'00"W, 153.23 FEET TO A POINT ON THE WETLAND CONSERVATION EASEMENT AS RECORDED IN INSTRUMENT NUMBER 200105020044067, GENESEE COUNTY, MICHIGAN RECORDS, THENCE FOLLOWING SAID WETLAND CONSERVATION EASEMENT S03°36'00"W, 238.51 FEET; THENCE S13°52'15"W, 241.57 FEET TO THE POINT OF BEGINNING, ALSO INCLUDING ALL LAND LYING BETWEEN THE EAST AND WEST TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK AND THE CENTERLINE OF GILKEY CREEK. CONTAINING 31.27 ACRES OF LAND MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

DEVELOPER:

CROSS CREEK CONDOMINIUMS, L.L.C.
8185 HOLLY ROAD, SUITE 17
GRAND BLANC, MICHIGAN 48439
PHONE: (810) 579-9000, FAX: (810) 579-9002



LOCATION MAP

INDEX OF DRAWINGS

DRWG. NO.	DRWG. TITLE
1	* COVER SHEET
2	* SURVEY PLAN
3	* SITE PLAN (UNITS 1-55)
4	SITE PLAN (UNITS 56-96)
5	SITE PLAN (BALANCE OF SITE)
6	* SITE PLAN DETAILS & NOTES
7	* UTILITY PLAN & FLOODPLAIN PLAN (UNITS 1-55)
8	UTILITY PLAN & FLOODPLAIN PLAN (UNITS 56-96)
9	UTILITY PLAN & FLOODPLAIN PLAN (BALANCE OF SITE)

*DENOTES SHEETS REVISED TO REPLACE PREVIOUSLY RECORDED SHEETS

PREPARED BY:

RICHARD H. KRAFT ENGINEERING, INC.
409 W. SEVENTH STREET
FLINT, MICHIGAN 48503
PHONE: (810) 234-2694
FAX: (810) 234-2696
EMAIL: MAIL@KRAFTENGINEERING.COM

PROFESSIONAL SURVEYOR AND PROFESSIONAL ENGINEER
REGISTRATION NO. 10064

DRAWN BY: DEREK DATE: 7.23.03 REV: 04.30.04
APPR. BY: R.H.K. REV: 11.02.05

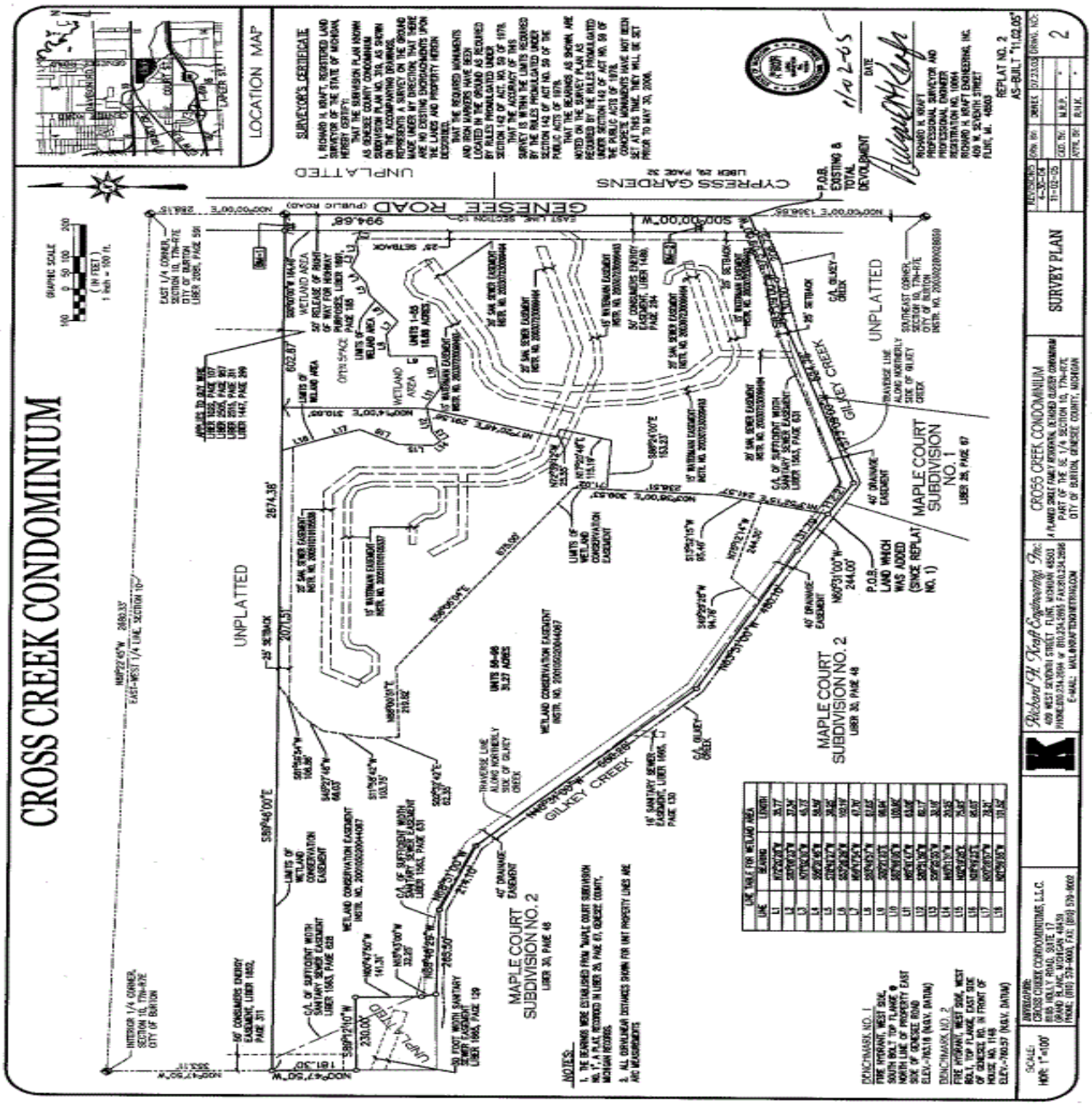
DRWG. NO.: 1

AS-BUILT "11.02.05"

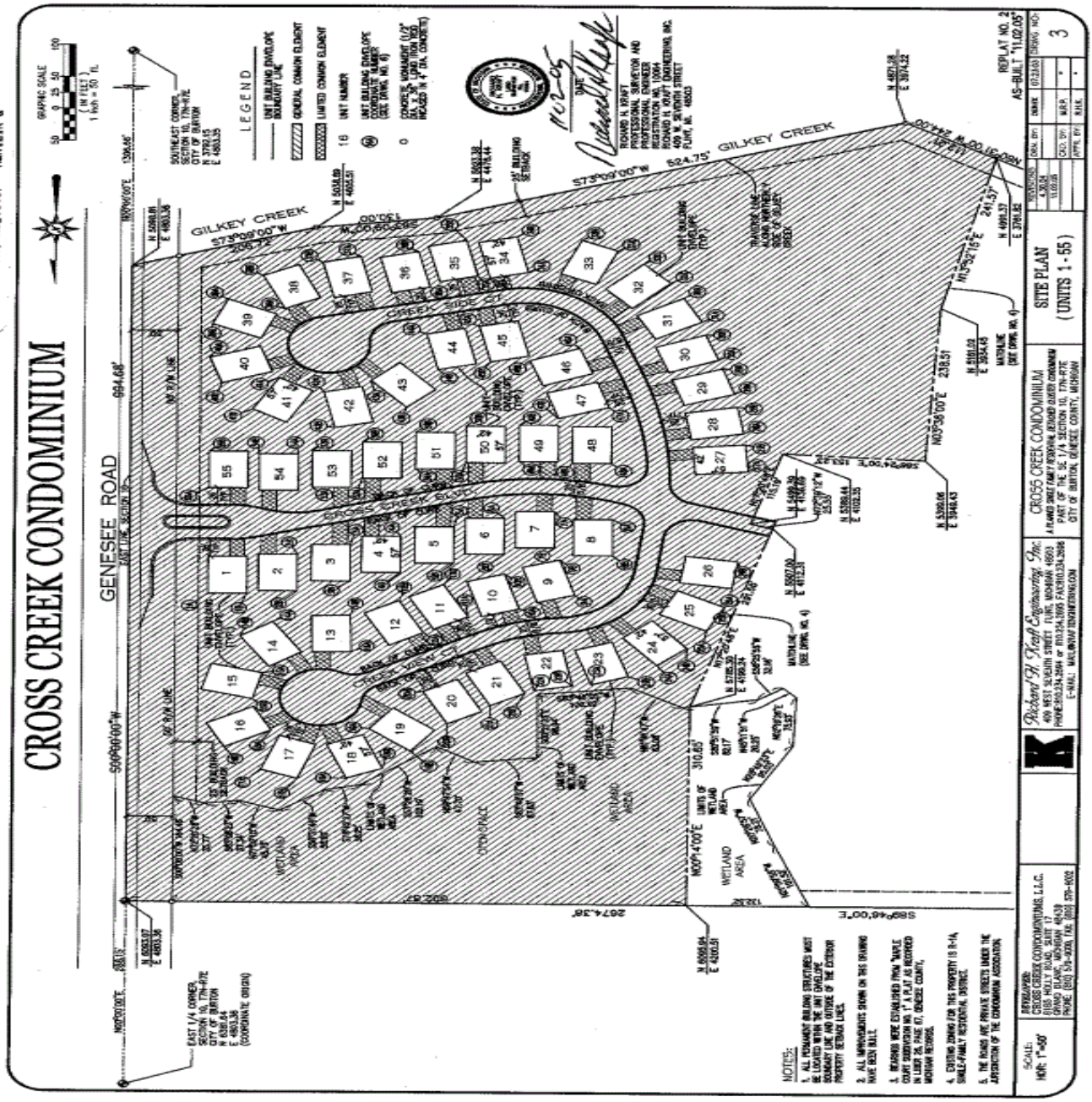
Page:4 of 12

Order : CM24880

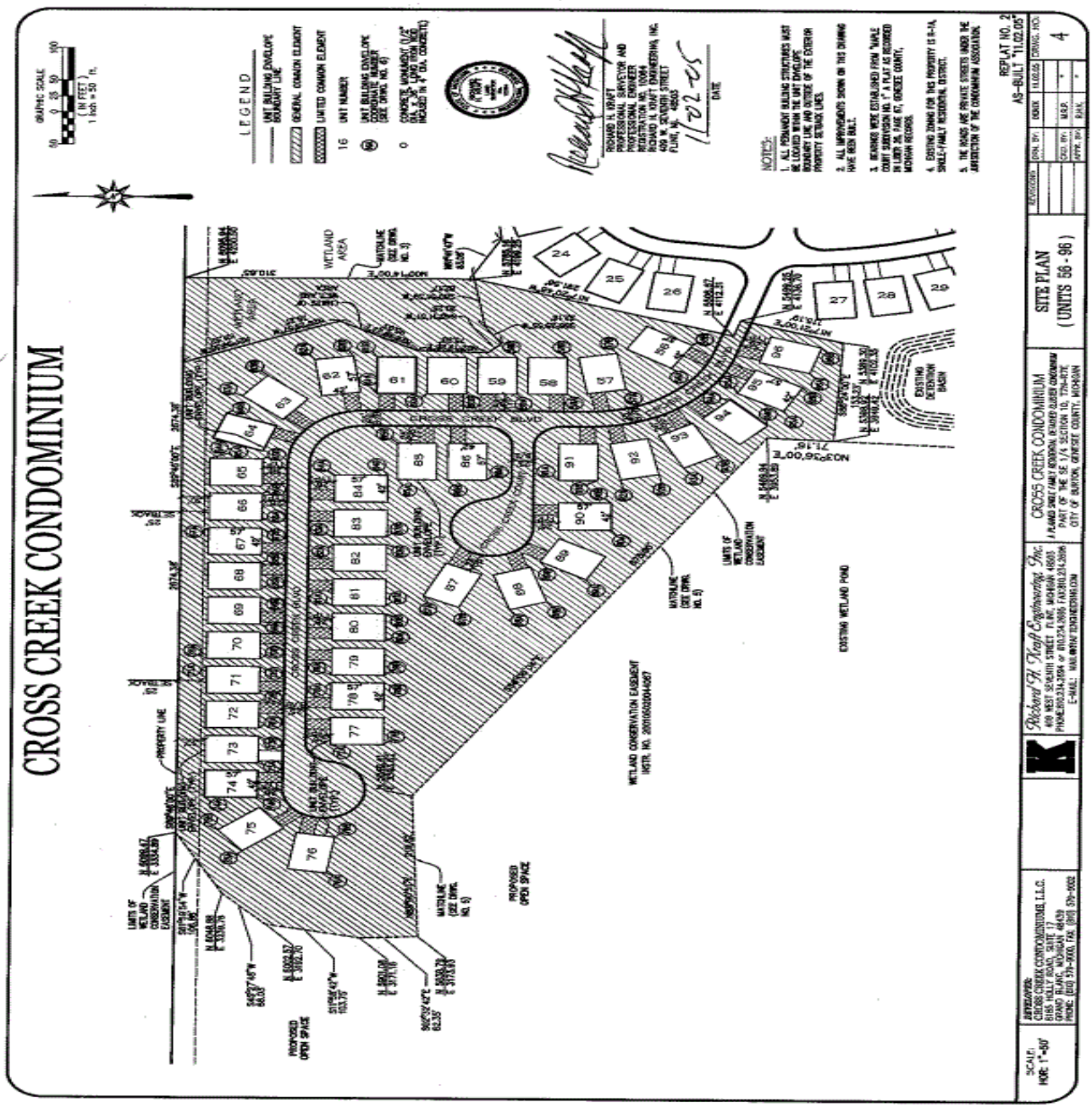
Instr:200511150109653 11/15/2005
P:5 of 12 F:$47.00 11:29AM
Melvin Phillip McCree T20050035851
Genesee County Register ML&TZIK &



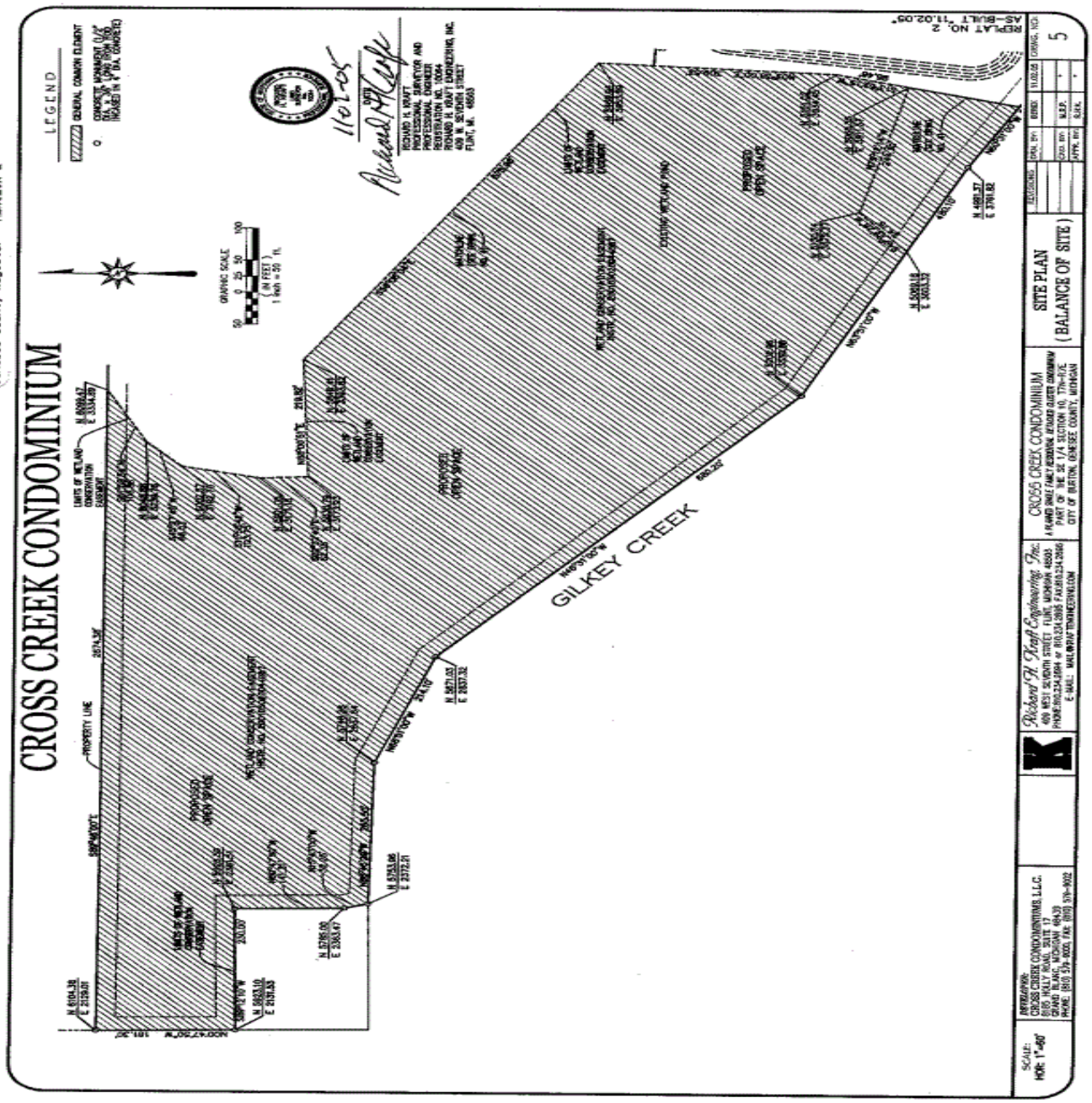
Instr:200511150109653 11/15/2005 11:29PM
P:6 of 12 F:$47.00
Melvin Phillip McCree T20050035851
Genesee County Register MLR1ZIK &



Instr:200511150109653 11/15/2005
P:7 of 12 11:29AM
F:$47.00
Melvin Phillip McCree T20050035651
Genesee County Register MLRIZIK &



Instr:200511150109653 11/15/2005
P:8 of 12 F:$47.00 11:29AM
Melvin Phillip McCree T20050035851
Genesee County Register MLRIZIK &



Branch :TL1 User :EPB2

GENESEE, MI Document:RES AMD 2005.1115.109653

Printed on:5/3/2016 8:02 AM

Order : CM24880

Page:9 of 12

Instr:200511150109653 11/15/2005
P:9 of 12 F:$47.00 11:29AM
Melvin Phillip McCree T20050035851
Genesee County Register MLRIZIK &

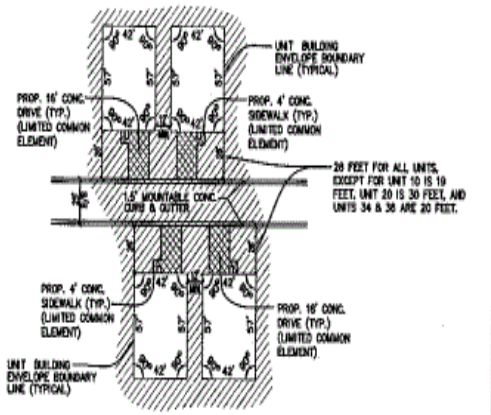
CROSS CREEK CONDOMINIUM

UNIT COORDINATES AND AREAS

UNIT NO.	UNIT BUILDING ENVELOPE COORDINATE NO.	UNIT BUILDING ENVELOPE COORDINATES NORTHING	EASTING	UNIT BUILDING ENVELOPE AREA, SQ. FT.
1	1A	5810.94	4718.36	2,394
	1B	5810.94	4678.36	
2	2A	5556.15	4622.36	2,394
	2B	5607.15	4622.36	
3	3A	5534.67	4565.36	2,394
	3B	5591.67	4565.36	
4	4A	5521.24	4511.36	2,394
	4B	5578.24	4511.36	
5	5A	5506.28	4454.36	2,394
	5B	5563.28	4454.36	
6	6A	5492.06	4400.36	2,394
	6B	5549.06	4400.36	
7	7A	5481.74	4346.36	2,394
	7B	5538.74	4346.36	
8	8A	5493.63	4294.35	2,394
	8B	5550.63	4294.35	
9	9A	5512.05	4324.26	2,394
	9B	5557.42	4340.59	
10	10A	5534.36	4383.35	2,394
	10B	5578.72	4398.59	
11	11A	5646.91	4438.20	2,394
	11B	5596.50	4464.80	
12	12A	5672.12	4485.96	2,394
	12B	5621.70	4512.56	
13	13A	5701.85	4563.70	2,394
	13B	5644.85	4546.96	
14	14A	5654.99	4648.31	2,394
	14B	5678.04	4683.42	
15	15A	5738.32	4659.03	2,394
	15B	5775.97	4669.60	
16	16A	5824.96	4648.82	2,394
	16B	5851.36	4699.34	
17	17A	5886.27	4659.89	2,394
	17B	5900.84	4620.30	
18	18A	5900.13	4567.46	2,394
	18B	5884.50	4528.48	
19	19A	5852.14	4543.51	2,394
	19B	5857.25	4498.61	
20	20A	5761.71	4495.97	2,394
	20B	5814.12	4450.37	
21	21A	5705.38	4413.47	2,394
	21B	5765.78	4376.33	
22	22A	5781.86	4346.76	2,394
	22B	5754.01	4325.50	
23	23A	5752.12	4305.57	2,394
	23B	5738.90	4263.70	
24	24A	5721.51	4235.12	2,394
	24B	5694.02	4203.36	
25	25A	5667.05	4182.31	2,394
	25B	5629.62	4183.32	
26	26A	5600.34	4155.46	2,394
	26B	5558.81	4149.16	
27	27A	5417.56	4139.39	2,394
	27B	5375.69	4142.61	
28	28A	5358.45	4144.84	2,394
	28B	5317.06	4151.76	
29	29A	5297.14	4154.98	2,394
	29B	5257.91	4159.06	
30	30A	5243.87	4172.36	2,394
	30B	5204.44	4186.85	
31	31A	5184.22	4190.04	2,394
	31B	5147.31	4210.66	
32	32A	5134.02	4224.87	2,394
	32B	5093.82	4254.07	
33	33A	5074.10	4281.88	2,394
	33B	5007.29	4320.36	
34	34A	5107.96	4377.85	2,394
	34B	5052.34	4360.13	
35	35A	5113.63	4431.65	2,394
	35B	5058.31	4444.13	
36	36A	5131.60	4483.05	2,394
	36B	5075.68	4496.51	
37	37A	5083.72	4557.39	2,394
	37B	5092.91	4598.37	
38	38A	5163.93	4636.85	2,394
	38B	5113.06	4662.26	
39	39A	5151.36	4699.44	2,394
	39B	5189.81	4716.35	
40	40A	5242.50	4718.77	2,394
	40B	5282.36	4705.60	
41	41A	5273.73	4644.02	2,394
	41B	5323.25	4672.26	
42	42A	5396.24	4595.79	2,394
	42B	5361.93	4583.62	
43	43A	5277.96	4545.20	2,394
	43B	5320.09	4506.81	
44	44A	5304.83	4485.90	2,394
	44B	5260.54	4473.43	
45	45A	5192.59	4429.36	2,394
	45B	5246.20	4416.58	
46	46A	5226.31	4321.55	2,394
	46B	5245.94	4375.07	
47	47A	5316.85	4286.39	2,394
	47B	5336.42	4343.61	
48	48A	5405.68	4286.35	2,394
	48B	5405.68	4328.35	
49	49A	5453.73	4286.35	2,394
	49B	5346.73	4286.35	
50	50A	5406.53	4442.36	2,394
	50B	5348.53	4442.36	
51	51A	5415.60	4496.36	2,394
	51B	5358.60	4496.36	
52	52A	5430.59	4553.36	2,394
	52B	5373.58	4553.36	
53	53A	5444.76	4607.36	2,394
	53B	5387.76	4607.36	
54	54A	5396.75	4622.36	2,394
	54B	5396.75	4664.36	
55	55A	5445.84	4718.36	2,394
	55B	5388.84	4718.36	
56	56A	5572.56	4061.72	2,394
	56B	5550.93	4097.53	
57	57A	5621.56	4028.45	2,394
	57B	5631.30	4064.62	
58	58A	5684.68	4020.44	2,394
	58B	5684.68	4077.44	
59	59A	5738.68	4020.44	2,394
	59B	5738.68	4077.44	
60	60A	5834.68	4020.44	2,394
	60B	5792.68	4020.44	
61	61A	5888.68	4020.44	2,394
	61B	5888.68	4077.44	
62	62A	5955.64	4073.05	2,394
	62B	5914.04	4078.84	
63	63A	6032.81	4048.07	2,394
	63B	6006.81	4048.24	
64	64A	6064.01	3950.19	2,394
	64B	6048.31	3989.53	
65	65A	6067.09	3918.49	2,394
	65B	6010.09	3918.36	
66	66A	6010.48	3822.36	2,394
	66B	6010.31	3864.36	
67	67A	6067.53	3810.49	2,394
	67B	6010.53	3810.36	
68	68A	6010.92	3714.36	2,394
	68B	6010.75	3756.36	
69	69A	6011.14	3660.36	2,394
	69B	6010.97	3702.36	
70	70A	6068.36	3606.49	2,394
	70B	6011.36	3606.36	
71	71A	6068.41	3594.50	2,394
	71B	6011.41	3594.28	
72	72A	6011.80	3498.28	2,394
	72B	6011.63	3540.36	
73	73A	6012.02	3444.27	2,394
	73B	6011.85	3486.27	
74	74A	6012.24	3390.51	2,394
	74B	6012.24	3390.27	
75	75A	6028.18	3306.63	2,394
	75B	6084.42	3338.43	
76	76A	5937.75	3272.39	2,394
	76B	5928.97	3326.85	
77	77A	5874.90	3473.51	2,394
	77B	5877.90	3473.28	
78	78A	5934.51	3569.51	2,394
	78B	5877.51	3569.28	
79	79A	5934.46	3581.51	2,394
	79B	5877.46	3581.28	
80	80A	5877.24	3635.24	2,394
	80B	5877.07	3677.28	
81	81A	5934.02	3689.51	2,394
	81B	5877.02	3689.28	
82	82A	5933.63	3785.51	2,394
	82B	5876.63	3785.28	
83	83A	5933.58	3797.51	2,394
	83B	5876.58	3797.28	
84	84A	5933.19	3893.51	2,394
	84B	5876.19	3893.28	
85	85A	5985.74	3886.44	2,394
	85B	5985.74	3943.44	
86	86A	5788.74	3886.44	2,394
	86B	5828.74	3886.44	
87	87A	5836.71	3709.04	2,394
	87B	5798.61	3687.35	
88	88A	5744.10	3684.04	2,394
	88B	5704.32	3696.98	
89	89A	5682.24	3731.52	2,394
	89B	5712.00	3709.53	
90	90A	5635.74	3809.44	2,394
	90B	5635.74	3851.44	
91	91A	5692.74	3886.44	2,394
	91B	5650.74	3886.44	
92	92A	5628.36	3887.57	2,394
	92B	5585.33	3896.53	
93	93A	5558.78	3906.40	2,394
	93B	5521.92	3926.57	
94	94A	5508.89	401.353	2,394
	94B	5469.54	3973.26	
95	95A	5502.80	4013.50	2,394
	95B	5432.45	4039.83	
96	96A	5434.98	4064.87	2,394
	96B	5412.44	4094.76	

LEGEND

- UNIT BUILDING ENVELOPE BOUNDARY LINE
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT



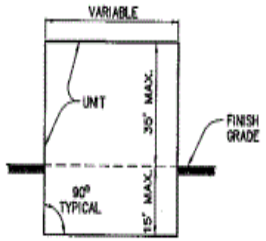
TYPICAL UNIT DETAIL

SCALE: 1"=30'

GRAPHIC SCALE
30 0 30 60
(IN FEET)
1 inch = 30 ft.

NOTES:

1. ALL PERMANENT BUILDING STRUCTURES MUST BE LOCATED WITHIN THE UNIT BUILDING ENVELOPE BOUNDARY AND OUTSIDE OF THE EXTERIOR PROPERTY SETBACK LINES.
2. THE ROADS ARE PRIVATE STREETS UNDER THE JURISDICTION OF THE CONDOMINIUM ASSOCIATION.



TYPICAL UNIT ELEVATION SECTION

NOT TO SCALE

1/22-05
DATE

RICHARD H. KRAFT
PROFESSIONAL SURVEYOR AND PROFESSIONAL ENGINEER
REGISTRATION NO. 10084
RICHARD H. KRAFT ENGINEERING, INC.
409 W. SEVENTH STREET
FLINT, MI. 48503

REPLAT NO. 2
AS-BUILT "11.02.05"

SCALE: AS SHOWN

DEVELOPER:
CROSS CREEK CONDOMINIUMS, L.L.C.
8185 HOLLY ROAD, SUITE 17
GRAND BLANC, MICHIGAN 48439
PHONE: (810) 579-9000, FAX: (810) 579-9002

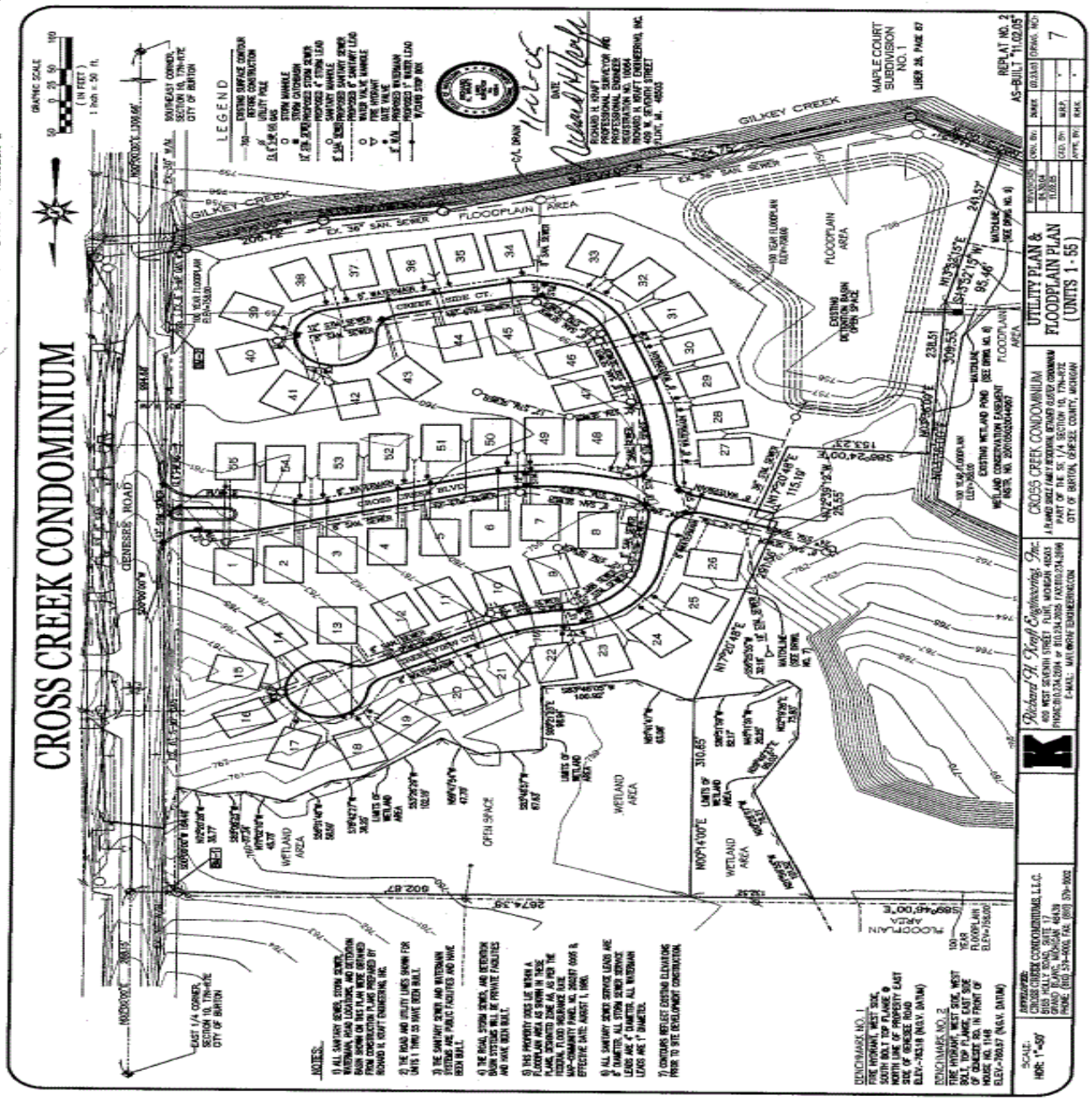
Richard H. Kraft Engineering, Inc.
409 WEST SEVENTH STREET FLINT, MICHIGAN 48503
PHONE: 810.234.2894 or 810.234.2895 FAX: 810.234.2896
E-MAIL: MAIL@KRAFTENGINEERING.COM

CROSS CREEK CONDOMINIUM
A PLANNED SINGLE FAMILY RESIDENTIAL DETACHED CLUSTER CONDOMINIUM
PART OF THE SE 1/4 SECTION 10, T7N-R7E
CITY OF BURTON, GENESEE COUNTY, MICHIGAN

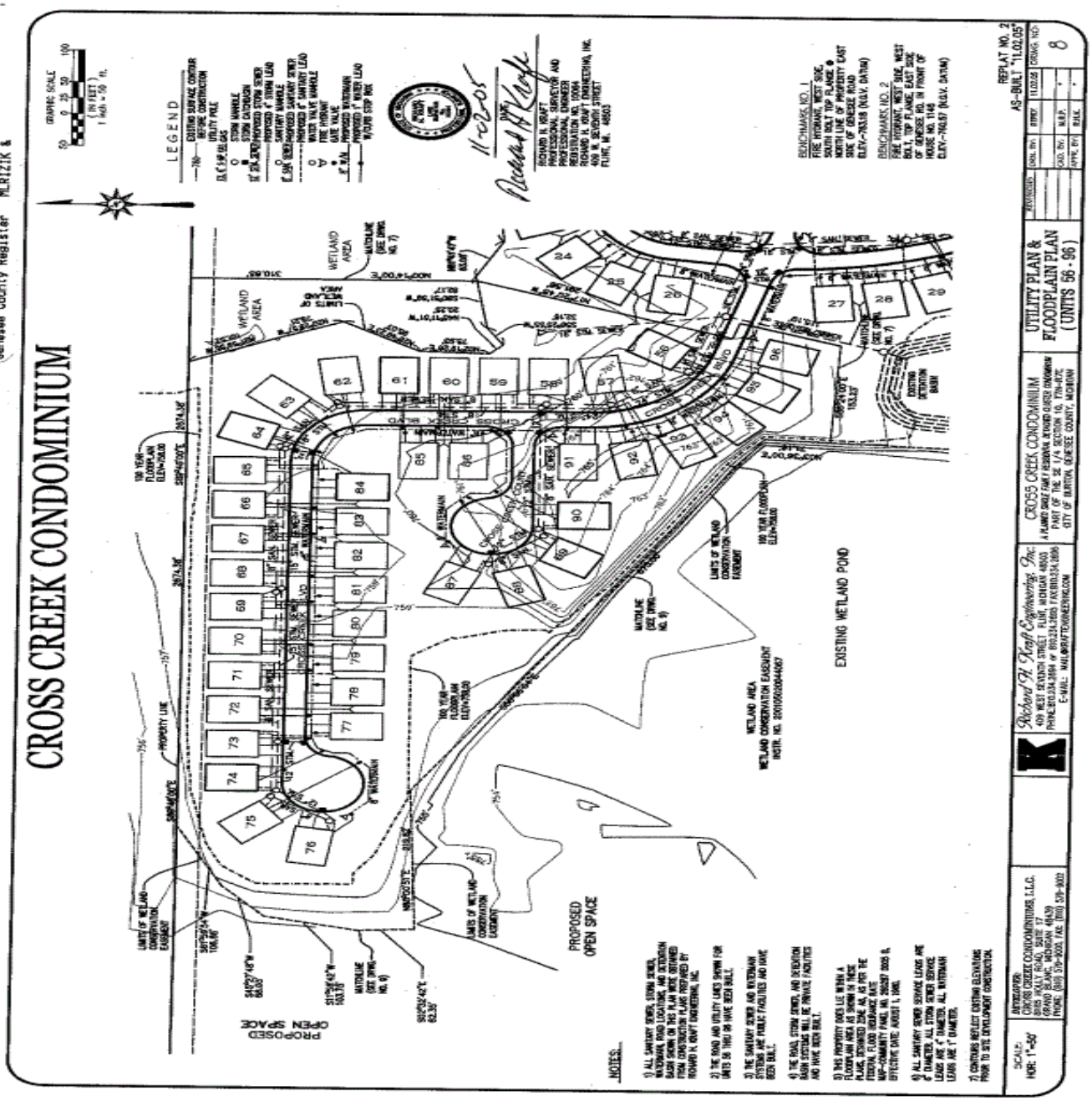
SITE PLAN DETAILS & NOTES

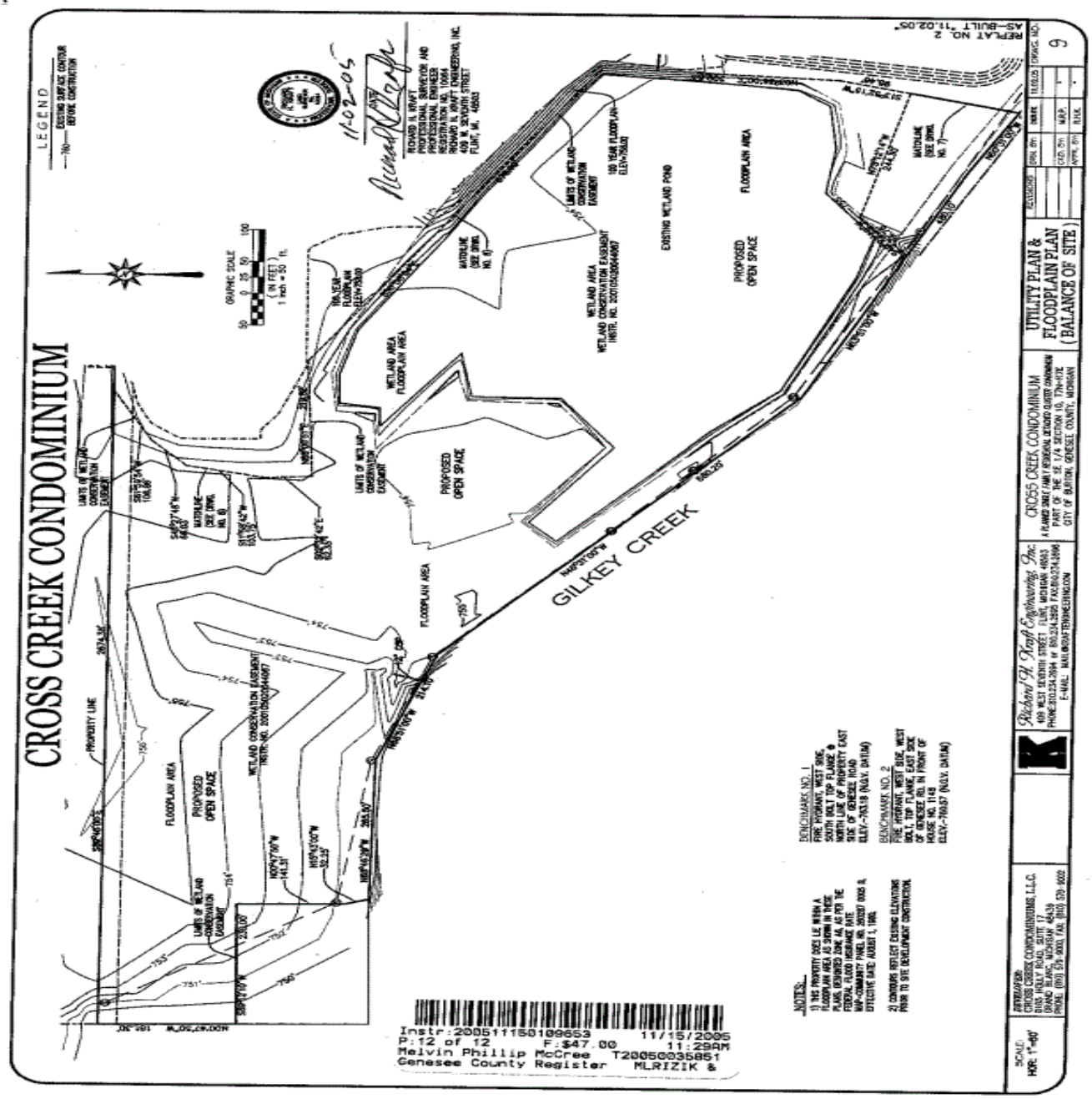
REVISIONS	DRN. BY:	DENK	07.23.03	DRWG. NO.
4-30-04				
11-02-05	CKD. BY:	M.R.P.	"	6
	APPR. BY:	R.H.K.	"	

Instr:200511150109653 11/15/2005
P:10 of 12 F:$47.00 11:29AM
Melvin Phillip McCree T20050039861
Genesee County Register MLRIZIK &



Instr:200511150109653 11/15/2005
P:11 of 12 F:$47.00 11:29AM
Melvin Phillip McCree T20050035851
Genesee County Register MLRIZIK &




CROSS CREEK CONDOMINIUM
GILKEY CREEK
LEGEND
PROPOSED OPEN SPACE
FLOODPLAIN AREA
WETLAND AREA FLOODPLAIN AREA
EXISTING WETLAND POND
PROPERTY LINE
UTILITY PLAN & FLOODPLAIN PLAN (BALANCE OF SITE)
CROSS CREEK CONDOMINIUM
Richard H. Kraft Engineering, Inc.
Instr:200511150109653 11/15/2005
P:12 of 12 F:$47.00 11:29AM
Melvin Phillip McCree T20050035851
Genesee County Register MLRIZZIK &

Instr:200405240058087 05/24/2004
P:1 of 7 F:$32.00 12:33PM
Melvin Phillip McCree T20040018618
Genesee County Register MLRIZIK &

FIRST AMENDED MASTER DEED
OF
CROSS CREEK CONDOMINIUM
AND
REPLAT NO. 1 OF GENESEE COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 319

Cross Creek Condominiums, L.L.C. ("Developer"), 5206 Gateway Centre, Suite 200, Flint, MI 48507, being the developer of Cross Creek Condominium, a condominium project established pursuant to the Master Deed thereof, recorded in Instrument No. 20030818011 1808, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 319, hereby amends the Condominium Subdivision Plan of Cross Creek Condominium (being Exhibit B to the Master Deed) pursuant to the authority reserved in Article 10, Section 10.4 of the Master Deed for the purpose of changing the boundaries of the condominium Units as depicted in the Condominium Subdivision Plan for the Project, by increasing the sizes of those Units to accommodate the construction of decks and similar structures and attachments totally within the boundaries of the respective Units. Upon the recording of this amendment in the office of the Genesee County Register of Deeds, the Master Deed and Exhibit B thereto shall be amended in the following manner:

1. Amended Sheets 1 through 5 of the Condominium Subdivision Plan of Cross Creek Condominium, as attached hereto, shall replace and supersede Sheets 1 through 5 of the Condominium Subdivision Plan of Cross Creek Condominium as originally recorded, and the originally recorded Sheets 1 through 5 of the Condominium Subdivision Plan of Cross Creek Condominium shall be of no further force or effect.

2. The provisions of the Master Deed and Bylaws of Cross Creek Condominium, as originally recorded, and the Condominium Subdivision Plan of Cross Creek Condominium as originally recorded and as amended hereby, are hereby declared to be the First Amended Master Deed, Bylaws and Subdivision Plan of Cross Creek Condominium and Replat No. 1 of Genesee County Condominium Subdivision Plan No. 319.

3. In all respects other than as hereinabove indicated, the original Master Deed of Cross Creek Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, and as amended and superseded hereby, is hereby confirmed and redeclared to be the Master Deed, Bylaws and Subdivision Plan of Cross Creek Condominium.

Dated: May 13, 2004

1/3

WITNESSES:

George F. Rizik, II

Heather E. Douglas

Cross Creek Condominiums, L.L.C.
a Michigan limited liability company

by: Tony Hanson, its authorized member

STATE OF MICHIGAN)
)SS.
COUNTY OF GENESEE)

On May 13, 2004, the foregoing Master Deed was acknowledged before me by Tony Hanson, the authorized member of Cross Creek Condominiums, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

Heather E. Douglas
Notary Public, Livingston County,
acting in Genesee County, Michigan
My commission expires: 04/02/2006

Drafted by and when recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik, P.C.
8226 South Saginaw Street
Grand Blanc, Michigan 48439
(810) 953-6000

32.00

Instr:200405240058087 05/24/2004
P:2 of 7 F:$32.00 12:33PM
Melvin Phillip McCree T20040018618
Genesee County Register MLRIZIK &

Instr: 200405280058997
Pg 3 of 7 Philip E. McCree
Genesee County, Register
05/27/2004 09:18:51 AM
T20040018818
PLRIZIK

COVER SHEET FOR REPLAT NO. 1 OF GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 319 EXHIBIT "B" TO THE FIRST AMENDED MASTER DEED OF:

CROSS CREEK CONDOMINIUM

PART OF THE SOUTHEAST 1/4, SECTION 10, T7N-R7E, CITY OF BURTON GENESEE COUNTY, MICHIGAN

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

LEGAL DESCRIPTIONS:

LEGAL DESCRIPTION FOR CONDOMINIUM PREMISES:

A PART OF THE SOUTHEAST 1/4 OF SECTION 10, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, THENCE N00°00'00"E ALONG THE EAST SECTION LINE 1308.68 FEET TO THE POINT OF BEGINNING; THENCE ON A TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK THE FOLLOWING FOUR (4) COURSES: S73°09'00"W, 206.72 FEET, AND S83°09'00"W, 130.00 FEET AND S73°09'00"W, 524.75 FEET, AND N60°31'00"W, 112.21 FEET; THENCE LEAVING SAID TRAVERSE LINE N13°52'15"E, 241.57 FEET TO A POINT ON THE WETLAND CONSERVATION EASEMENT AS RECORDED IN INSTRUMENT NUMBER 200105020044067 GENESEE COUNTY, MICHIGAN RECORDS; THENCE N03°36'00"E, 238.51 FEET ALONG SAID WETLAND CONSERVATION EASEMENT; THENCE S86°24'00"E, 153.23 FEET LEAVING SAID CONSERVATION EASEMENT LINE; THENCE N17°20'48"E, 115.19 FEET; THENCE N72°39'12"W, 25.55 FEET; THENCE N17°20'48"E, 291.56 FEET; THENCE N00°14'00"E, 310.85 FEET; THENCE S89°46'00"E, 602.87 FEET TO A POINT ON THE EAST SECTION LINE; THENCE ALONG SAID EAST SECTION LINE S00°00'00"W, 994.68 FEET TO THE POINT OF BEGINNING; ALSO INCLUDING ALL LAND LYING BETWEEN THE EAST AND WEST TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK AND THE CENTERLINE OF GILKEY CREEK. CONTAINING 18.88 ACRES OF LAND MORE OR LESS. SUBJECT TO AND EASEMENTS AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION FOR FUTURE DEVELOPMENT:

A PART OF THE SOUTHEAST 1/4 OF SECTION 10, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, THENCE N00°00'00"E ALONG THE EAST SECTION LINE 1308.68 FEET; THENCE ON A TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK THE FOLLOWING FOUR (4) COURSES: S73°09'00"W, 206.72 FEET, AND S83°09'00"W, 130.00 FEET AND S73°09'00"W, 524.75 FEET, AND N60°31'00"W, 112.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID TRAVERSE LINE THE FOLLOWING FIVE COURSES: N60°31'00"W, 131.79 FEET; AND N63°51'00"W, 480.10 FEET, AND N46°31'00"W, 680.20 FEET, AND N68°51'00"W, 214.10 FEET, AND N88°46'29"W, 285.50 FEET; THENCE LEAVING SAID TRAVERSE LINE N15°43'00"W, 32.25 FEET; THENCE N00°47'50"W, 141.31 FEET; THENCE S89°12'10"W, 230.00 FEET; THENCE N00°47'50"W, 181.30 FEET; THENCE S89°46'00"E, 2071.51 FEET; THENCE S00°14'00"W, 310.85 FEET; THENCE S17°20'48"W, 291.56 FEET; THENCE S72°39'12"E, 25.55 FEET; THENCE S17°20'48"W, 115.19 FEET; THENCE N86°24'00"W, 153.23 FEET TO A POINT ON THE WETLAND CONSERVATION EASEMENT AS RECORDED IN INSTRUMENT NUMBER 200105020044067, GENESEE COUNTY, MICHIGAN RECORDS, THENCE FOLLOWING SAID WETLAND CONSERVATION EASEMENT S03°36'00"W, 238.51 FEET; THENCE S13°52'15"W, 241.57 FEET TO THE POINT OF BEGINNING, ALSO INCLUDING ALL LAND LYING BETWEEN THE EAST AND WEST TRAVERSE LINE ALONG THE NORTHERLY SIDE OF THE GILKEY CREEK AND THE CENTERLINE OF GILKEY CREEK. CONTAINING 31.27 ACRES OF LAND MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

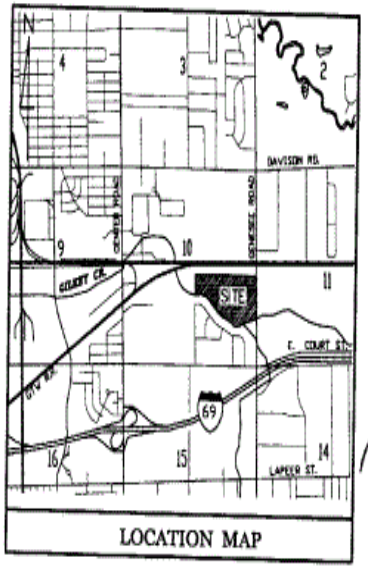
DEVELOPER:

CROSS CREEK CONDOMINIUMS, L.L.C.
5206 GATEWAY CENTRE-SUITE 200
FLINT, MICHIGAN 48507
PHONE: (810) 235-6238, FAX: (810) 235-9010

INDEX OF DRAWINGS

DRWG. NO.	DRWG. TITLE
1	* COVER SHEET
2	* SURVEY PLAN
3	* SITE PLAN
4	* SITE PLAN DETAILS & NOTES
5	* UTILITY PLAN & FLOODPLAIN PLAN

*DENOTES SHEETS REVISED TO REPLACE PREVIOUSLY RECORDED SHEETS



LOCATION MAP

PROFESSIONAL SURVEYOR AND PROFESSIONAL ENGINEER
REGISTRATION NO. 10084

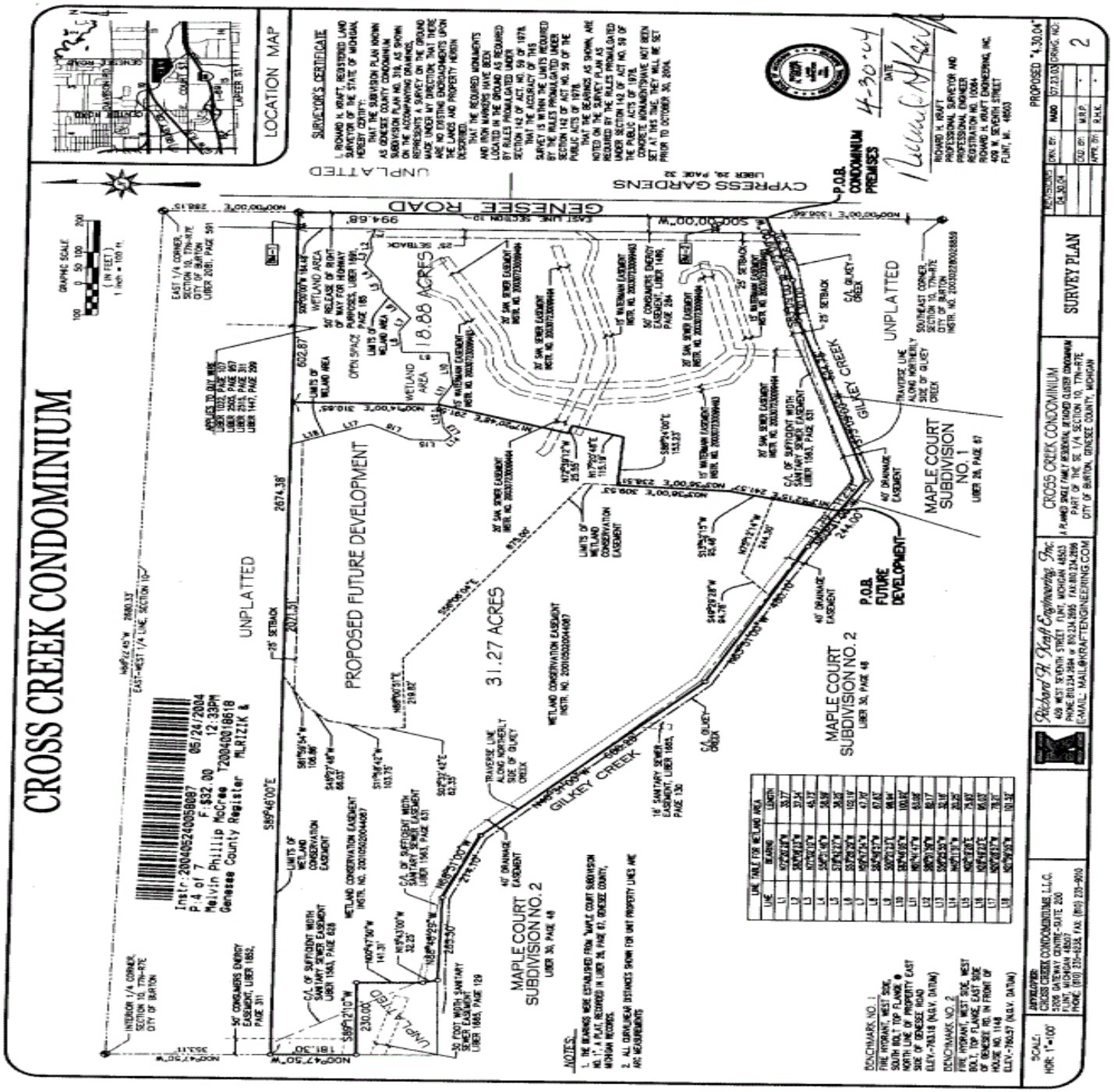
PREPARED BY:

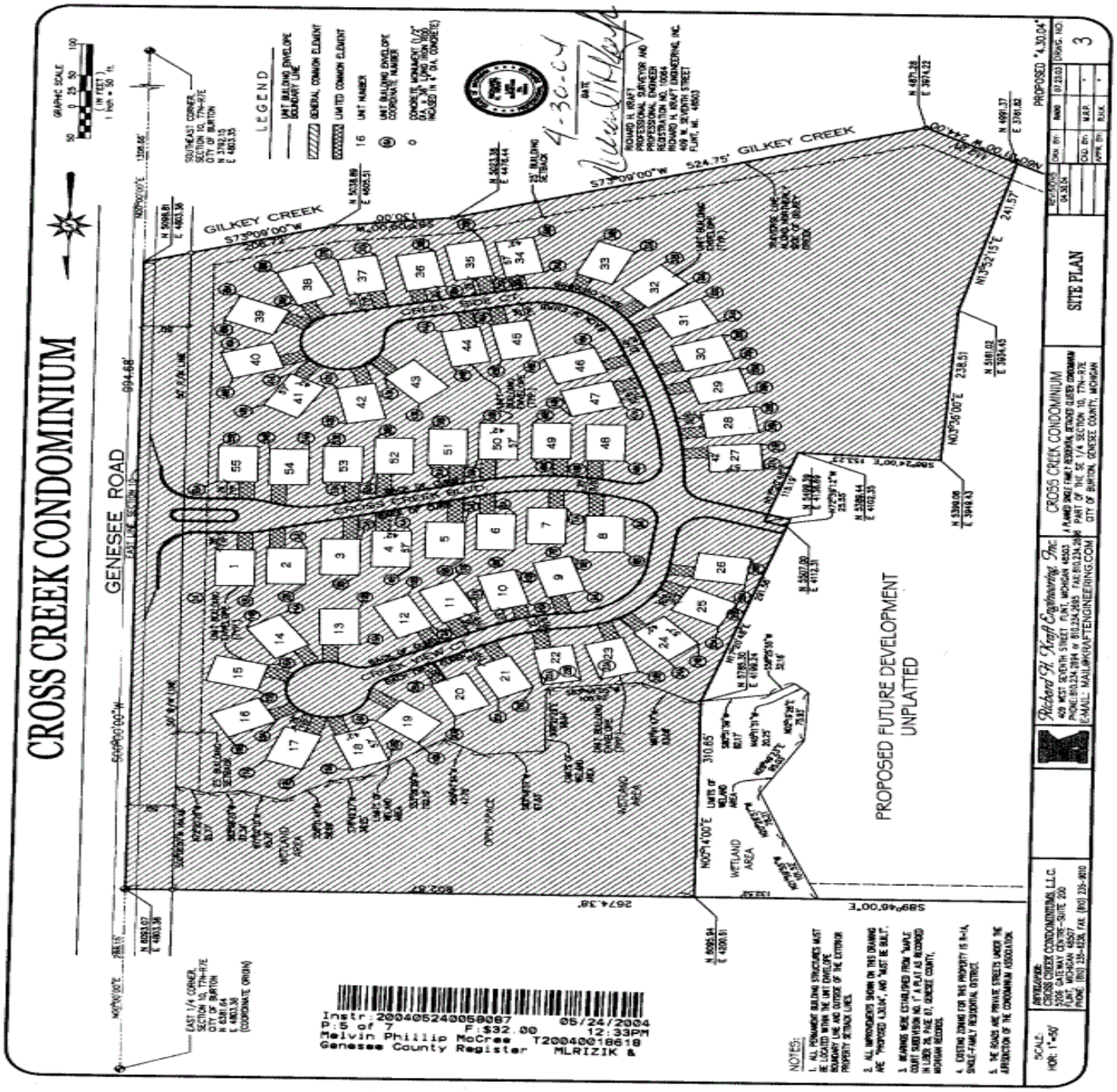
RICHARD H. KRAFT ENGINEERING, INC.
409 W. SEVENTH STREET
FLINT, MICHIGAN 48503
PHONE: (810) 234-2894
FAX: (810) 234-2898
EMAIL: MAIL@KRAFTENGINEERING.COM

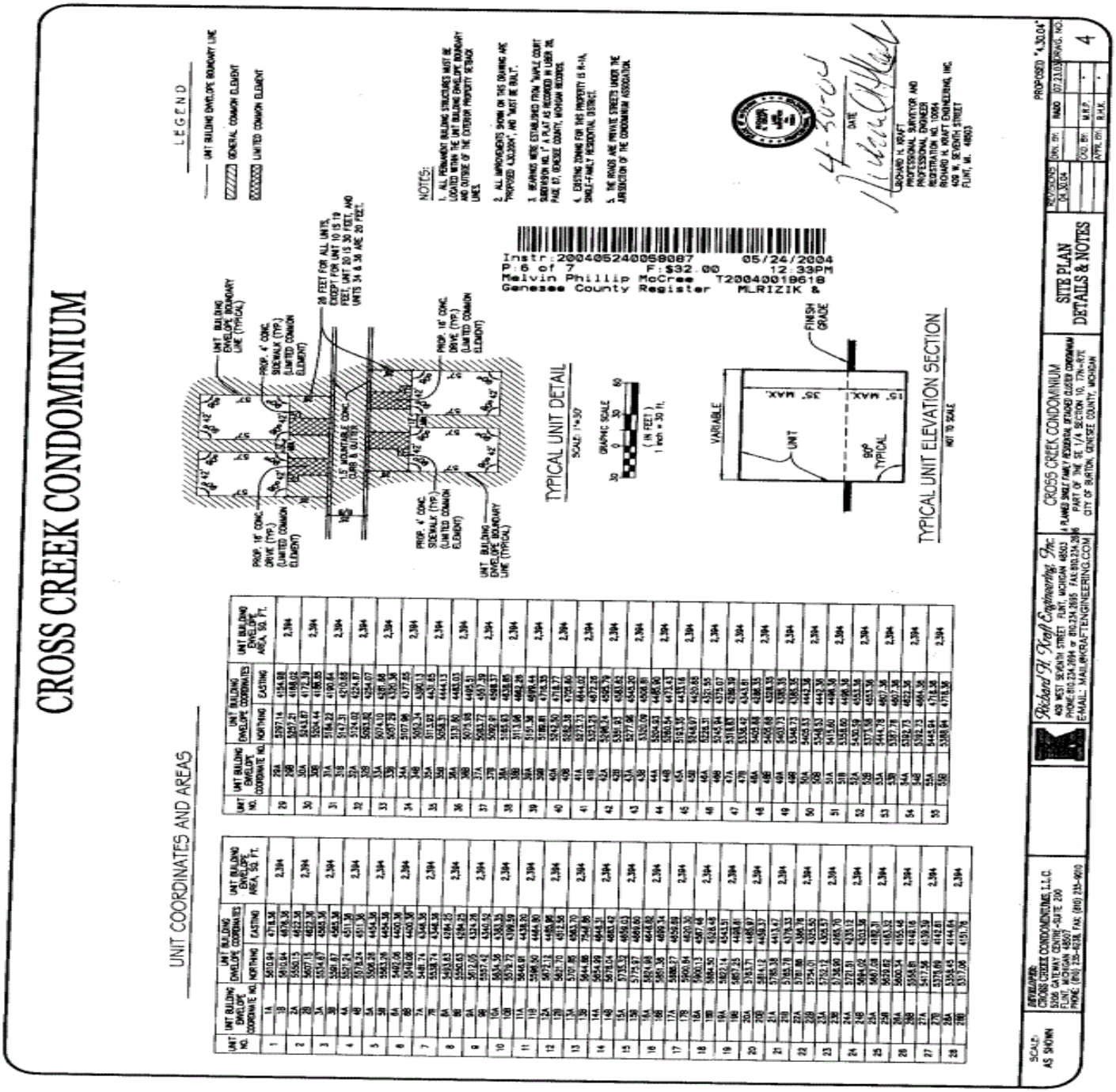
DRAWN BY: RADO DATE: 7.23.03 REV: 04.30.04
APPR. BY: R.H.K. DRWG. NO.: 1

PROPOSED "4.30.04"

Branch :TL1 User :EPB2
Order : CM24880
GENESEE, MI Document:DED AMD 2004.0524.058087
Printed on:5/3/2016 8:02 AM
Page:3 of 7


CROSS CREEK CONDOMINIUM
SURVEY PLAN
PROPOSED FUTURE DEVELOPMENT
18.88 ACRES
31.27 ACRES
GENESEE ROAD
GILKEY CREEK
MAPLE COURT SUBDIVISION NO. 2
MAPLE COURT SUBDIVISION NO. 1
CYPRESS GARDENS
UNPLATTED
P.O.B. CONDOMINIUM PREMISES
P.O.B. FUTURE DEVELOPMENT
LOCATION MAP
SURVEYOR'S CERTIFICATE
NOTES:
BENCHMARK NO. 1
BENCHMARK NO. 2
Richard H. Kraft Engineering, Inc.
CROSS CREEK CONDOMINIUM
SURVEY PLAN


CROSS CREEK CONDOMINIUM
GENESEE ROAD
GILKEY CREEK
CROSS CREEK BLVD.
CREEK SIDE CT.
CREEK VIEW CT.
PROPOSED FUTURE DEVELOPMENT
UNPLATTED
WETLAND AREA
OPEN SPACE
LEGEND
SITE PLAN
Richard H. Kraft Engineering, Inc.
Instr:200405240058087 05/24/2004
5 of 7 F:$32.00 12:33PM
Kelvin Phillip McCree T2004018618
Genesee County Register MLRIZIK &



CROSS CREEK CONDOMINIUM

LEGEND

UNIT BUILDING ENVELOPE BOUNDARY LINE

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

NOTES:

1. ALL PERMANENT BUILDING STRUCTURES MUST BE LOCATED WITHIN THE UNIT BUILDING ENVELOPE BOUNDARY AND OUTSIDE OF THE EXTERIOR PROPERTY SETBACK LINES.
2. ALL IMPROVEMENTS SHOWN ON THIS DRAWING ARE PROPOSED / ALREADY, AND MUST BE BUILT.
3. BEARINGS WERE ESTABLISHED FROM "MAPLE COURT SUBDIVISION NO. 1" A PLAT AS RECORDED IN LIBER 38, PAGE 87, GENESEE COUNTY, MICHIGAN RECORDS.
4. EXISTING ZONING FOR THIS PROPERTY IS R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT.
5. THE ROADS ARE PRIVATE STREETS UNDER THE JURISDICTION OF THE CONDOMINIUM ASSOCIATION.

Instr: 200405240059087 05/24/2004
Pg:6 of 7 F:$32.00 12:33PM
Melvin Phillip McCree T20040018618
Genesee County Register MLRIZIK &

TYPICAL UNIT DETAIL
SCALE: 1"=30'

GRAPHIC SCALE
30 0 30 60
(IN FEET)
1 inch = 30 ft.

TYPICAL UNIT ELEVATION SECTION
NOT TO SCALE

VARIABLE
UNIT
35' MAX.
15' MAX.
BOP TYPICAL
FINISH GRADE

UNIT COORDINATES AND AREAS

UNIT NO.	UNIT BUILDING ENVELOPE COORDINATE NO.	UNIT BUILDING ENVELOPE COORDINATES NORTHING	EASTING	UNIT BUILDING ENVELOPE AREA, SQ. FT.
1	1A	5610.04	4716.36	2,394
	1B	5610.04	4874.36	
2	2A	5560.13	4872.36	2,394
	2B	5607.15	4872.36	
3	3A	5554.87	4948.36	2,394
	3B	5561.87	4985.36	
4	4A	5557.74	4951.36	2,394
	4B	5578.24	4951.36	
5	5A	5556.28	4454.36	2,394
	5B	5563.28	4454.36	
6	6A	5497.05	4460.36	2,394
	6B	5474.08	4460.36	
7	7A	5481.74	4346.36	2,394
	7B	5558.74	4346.36	
8	8A	5493.83	4284.45	2,394
	8B	5556.63	4284.45	
9	9A	5612.05	4324.76	2,394
	9B	5557.42	4340.59	
10	10A	5614.36	4360.36	2,394
	10B	5578.77	4396.89	
11	11A	5644.81	4438.90	2,394
	11B	5596.50	4444.90	
12	12A	5672.13	4485.86	2,394
	12B	5631.70	4512.56	
13	13A	5707.86	4563.70	2,394
	13B	5644.86	4564.86	
14	14A	5654.28	4644.36	2,394
	14B	5673.04	4685.42	
15	15A	5735.52	4658.03	2,394
	15B	5779.97	4666.60	
16	16A	5804.69	4644.82	2,394
	16B	5861.36	4659.34	
17	17A	5888.57	4656.88	2,394
	17B	5900.84	4629.30	
18	18A	5884.50	4504.48	2,394
	18B	5902.14	4543.51	
19	19A	5867.25	4448.81	2,394
	19B	5783.71	4448.87	
20	20A	5814.12	4458.37	2,394
	20B	5786.38	4413.42	
21	21A	5785.38	4379.33	2,394
	21B	5780.88	4366.76	
22	22A	5754.01	4325.50	2,394
	22B	5752.12	4304.57	
23	23A	5738.99	4283.70	2,394
	23B	5721.81	4235.12	
24	24A	5694.02	4303.56	2,394
	24B	5667.58	4187.21	
25	25A	5639.62	4163.52	2,394
	25B	5602.34	4155.48	
26	26A	5558.85	4146.16	2,394
	26B	5417.58	4130.39	
27	27A	5378.69	4142.81	2,394
	27B	5336.43	4144.64	
28	28A	5317.06	4151.76	2,394

UNIT NO.	UNIT BUILDING ENVELOPE COORDINATE NO.	UNIT BUILDING ENVELOPE COORDINATES NORTHING	EASTING	UNIT BUILDING ENVELOPE AREA, SQ. FT.
29	29A	5597.14	4154.88	2,394
	29B	5647.21	4168.02	
30	30A	5643.87	4172.39	2,394
	30B	5604.44	4186.85	
31	31A	5594.22	4190.64	2,394
	31B	5542.31	4210.88	
32	32A	5524.60	4224.87	2,394
	32B	5495.42	4254.07	
33	33A	5474.10	4281.88	2,394
	33B	5457.29	4300.36	
34	34A	5107.99	4377.65	2,394
	34B	5092.24	4396.11	
35	35A	5113.83	4431.85	2,394
	35B	5058.31	4444.13	
36	36A	5119.80	4485.03	2,394
	36B	5073.98	4495.51	
37	37A	5083.72	4507.39	2,394
	37B	5092.81	4548.37	
38	38A	5155.93	4535.85	2,394
	38B	5113.68	4662.26	
39	39A	5195.38	4678.44	2,394
	39B	5158.81	4778.33	
40	40A	5243.50	4718.77	2,394
	40B	5208.38	4729.80	
41	41A	5273.73	4744.02	2,394
	41B	5323.73	4672.28	
42	42A	5340.24	4595.74	2,394
	42B	5381.83	4583.82	
43	43A	5377.66	4543.20	2,394
	43B	5320.09	4568.81	
44	44A	5324.43	4485.90	2,394
	44B	5280.54	4473.43	
45	45A	5183.59	4433.16	2,394
	45B	5246.97	4430.88	
46	46A	5226.71	4321.55	2,394
	46B	5245.94	4375.07	
47	47A	5311.87	4398.39	2,394
	47B	5358.49	4343.61	
48	48A	5405.69	4386.33	2,394
	48B	5460.73	4386.35	
49	49A	5540.73	4386.35	2,394
	49B	5544.73	4442.36	
50	50A	5468.53	4442.36	2,394
	50B	5534.53	4442.36	
51	51A	5419.60	4446.36	2,394
	51B	5358.60	4446.36	
52	52A	5430.19	4553.36	2,394
	52B	5377.58	4553.36	
53	53A	5444.78	4607.36	2,394
	53B	5387.78	4607.36	
54	54A	5382.73	4622.36	2,394
	54B	5442.73	4622.36	
55	55A	5445.94	4716.36	2,394
	55B	5388.94	4716.36	

DEVELOPER:
CROSS CREEK CONDOMINIUMS, L.L.C.
3046 GATEWAY CENTRE - SUITE 200
FLINT, MICHIGAN 48507
PHONE: (810) 235-4238 FAX: (810) 235-9810

Richard H. Kraft Engineering, Inc.
409 WEST SEVENTH STREET FLINT, MICHIGAN 48503
PHONE: 810.234.3995 or 810.234.3996 FAX: 810.234.2686
E-MAIL: MAIL@KRAFTENGINEERING.COM

CROSS CREEK CONDOMINIUM
A PLANNED SINGLE FAMILY RESIDENTIAL ATTACHED CLUSTER CONDOMINIUM
PART OF THE SE 1/4 SECTION 10, T7N-R7E
CITY OF BURTON, GENESEE COUNTY, MICHIGAN

SITE PLAN
DETAILS & NOTES

SCALE: AS SHOWN

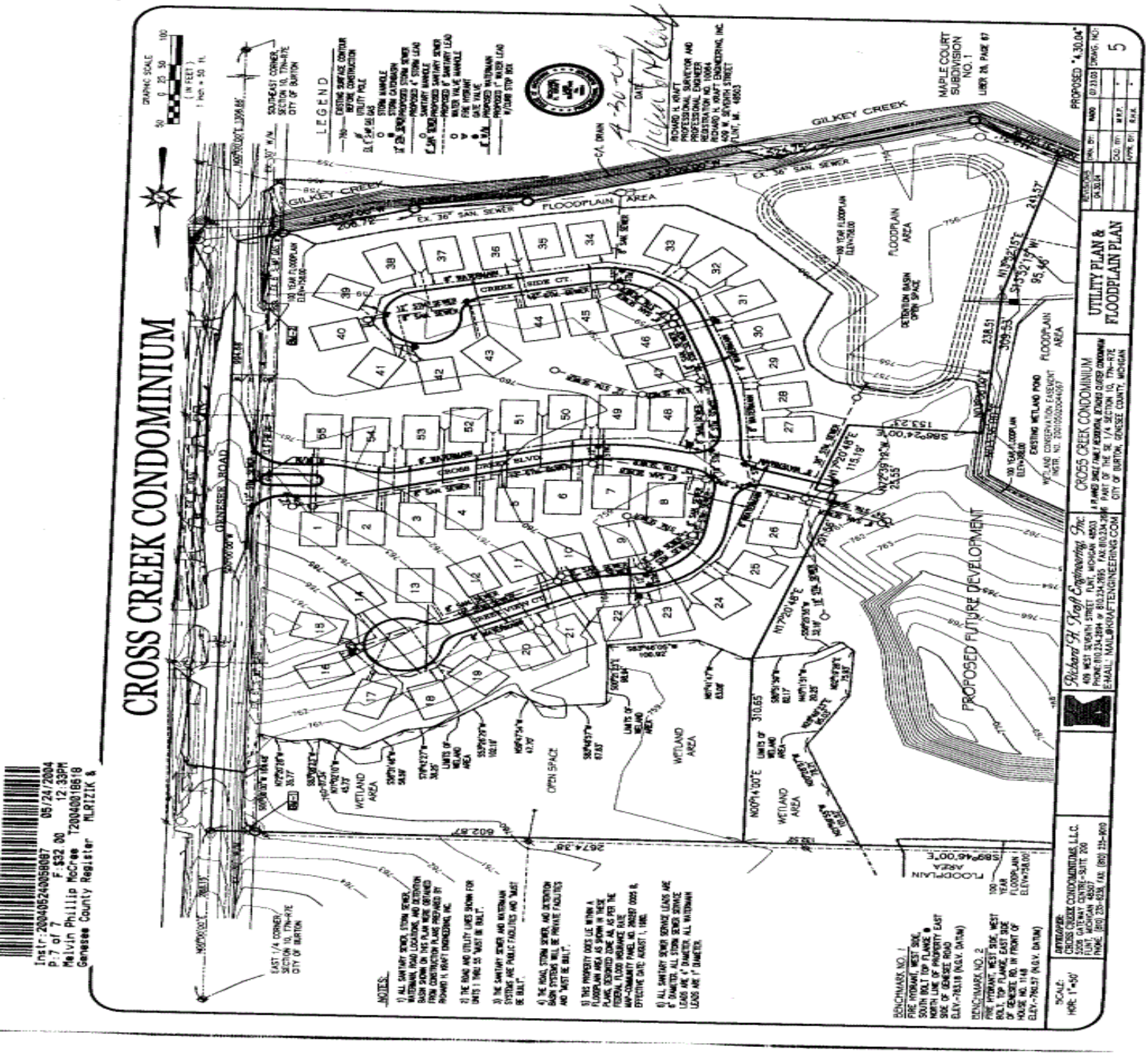
REVISIONS: DR. NO. 30154 DRN. BY: RADD 07.23.03 DRWG. NO.
DES. BY: M.R.P.
APPR. BY: R.H.K.

PROPOSED "A 30.04"

4

RICHARD H. KRAFT
PROFESSIONAL SURVEYOR AND
PROFESSIONAL ENGINEER
REGISTRATION NO. 10094
RICHARD H. KRAFT ENGINEERING, INC.
409 W. SEVENTH STREET
FLINT, MI. 48503

DATE



Instr:200405240058087 05/24/2004
P:7 of 7 F:$32.00 12:33PM
Melvin Phillip McCree T20040018618
Genesee County Register MLRIZIK $