

CONDOMINIUM BUYER'S HANDBOOK

FOR

HIDDEN MEADOW

DISCLOSURE STATEMENT TABLE OF CONTENTS

- Disclosure Statement
- Exhibit A – Agreement to Establish the Hidden Meadow Drain Drainage District
- Exhibit B – Utility Easement
- Exhibit C – Private Road Maintenance Agreement
- Exhibit D – Articles of Incorporation
- Exhibit E – Budget
- Exhibit F – Flood Basin Easement Agreement

MASTER DEED TABLE OF CONTENTS

- Master Deed
- Exhibit A – By-Laws
- Exhibit B – Condominium Subdivision Plan
- First Amendment to Master Deed

HIDDEN MEADOW
DISCLOSURE STATEMENT
TABLE OF CONTENTS

	<u>Page</u>
I. Introduction	1
II. The Condominium Concept	1
III. Description of the Condominium Project	2
A. General	2
B. Utilities	2
C. Road	2
D. Hidden Meadow Drainage District	3
E. Flood Basin Easement Agreement	3
F. Reserved Rights of Developer	3
IV. Legal Documentation	3
A. General	4
B. Master Deed	4
C. Condominium By-Laws	4
D. Condominium Subdivision Plan	4
V. The Developer and Its Affiliates	4
A. The Developer's Background and Experience	4
B. Real Estate Broker	4
C. Legal Proceedings Involving the Condominium Project or the Developer	4
VI. Operation and Management of the Condominium Project	5
A. The Condominium Association	5
B. Percentages of Value	5
C. Project Finances	5
D. Condominium Association Management Contract	6
E. Insurance	6
F. Restrictions on Ownership, Occupancy and Use	7

VII.	Rights and Obligations as Between Developer and Co-owners	9
	A. Before Closing	9
	B. At Closing	9
	C. After Closing	9
VIII.	Purpose of Disclosure Statement	9

Exhibits:

- Exhibit A: Drainage District
- Exhibit B: Utility Easement
- Exhibit C: Private Road Maintenance Agreement
- Exhibit D: Articles of Incorporation
- Exhibit E: Budget
- Exhibit F: Flood Basin Easement Agreement

DISCLOSURE STATEMENT HIDDEN MEADOW

This Disclosure Statement is not a substitute for the Master Deed, the Condominium Buyer's Handbook or other applicable legal documents and Buyers should read all such documents to fully acquaint themselves with the project and their rights and responsibilities relating thereto. It is recommended that professional assistance be sought prior to purchasing a condominium unit.

I. INTRODUCTION.

Condominium development in Michigan is governed by Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium Act").

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished to each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II. THE CONDOMINIUM CONCEPT.

Condominium is a form of real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents or as otherwise may be applicable to property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which comprise the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section V of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are set aside for use by less than all unit owners and in this condominium. There are no limited common elements in Hidden Meadow at this time. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation, Hidden Meadow Condominium Association, of which all owners are members (the "Association"). The

nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established the taxes and assessments for the units covered by the Master Deed are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review the Master Deed, Condominium By-Laws and Condominium Subdivision Plans, as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. DESCRIPTION OF THE CONDOMINIUM PROJECT.

A. General. Hidden Meadow is a 14-unit residential Condominium Project.

B. Utilities. Hidden Meadow is served by gas, electric, cable and telephone service. Hidden Meadow has a 12-foot wide utility easement adjacent to the private roadway known as Meadow View Court. This 12-foot wide utility easement was granted to Hidden Meadow by the Taylor property located to the west and north of Hidden Meadow. The Utility Easement attached hereto as Exhibit A more fully describes the utility easement. The Taylor property is allowed to use said easement, at the Taylor property's expense, for two residential lots. Gas service is furnished by Consumers Power Company, electricity is furnished by DTE and telephone service is provided by SBC, and cable is provided by Charter Communications. Each home site will have its own well and septic system established and maintained by the owner of the home site.

C. Road. Hidden Meadow is served by Eight Mile Road leading to the condominium. The interior road, named Meadow View Court, is private and will be maintained by the developer (see attached Exhibit B – Private Road Maintenance Agreement) until such time as Hidden Meadow is transferred to the land owners at which time the Hidden Meadow Condominium Association will maintain Meadow View Court. Replacement, repair and resurfacing of Meadow View Court will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It shall be the responsibility of the Association to inspect and perform preventive maintenance of the condominium roadway on a regular basis in order to maximize the life of project roadway and to minimize repair and replacement costs.

D. Hidden Meadow Drainage District. Hidden Meadow is subject to the Hidden Meadow Drainage District as written by the Washtenaw County Drain Commissioner (attached hereto as Exhibit C – Hidden Meadow Drainage District). Generally the Hidden Meadow Drainage District requires the Hidden Meadow Condominium Association to maintain the storm drainage system established in Hidden Meadow.

E. Flood Basin Easement Agreement. There is an easement for the purpose of draining and storing runoff from rain, snow and other natural conditions given from a small portion of Unit 13 to the other adjacent parcels in Hidden Meadow (see attached Exhibit F – Flood Basin Easement Agreement).

F. Reserved Rights of Developer.

1. Right to Amend. The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially alter or change the rights of an owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without Developer approval.

2. Easements. The Developer has reserved such easements over the condominium project (including all units and common elements) as may be required to perform any of the Developer's or the Association's maintenance, repair, decoration or replacement obligations.

3. Easements for Use of Roads. The Developer has reserved easements and rights of use over any roads in the project for the purpose of ingress and egress to and from any portion of the land that hereafter may be added to the project, regardless of how such land ultimately may be used.

4. Convertible Areas. The Developer has reserved in Article VI of the Master Deed the right to expand and/or reduce the size of individual home sites, to construct and/or relocate limited common elements within the Convertible Areas designated herein. The Developer must exercise this right within six (6) years from the date of recording of the Master Deed.

5. General. In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Association Board of Directors.

IV. LEGAL DOCUMENTATION.

A. General. Hidden Meadow was established as a condominium project pursuant to a Master Deed recorded in the Washtenaw County Records. The Master Deed includes the Condominium By-Laws as Exhibit "A" and the Condominium Subdivision Plan as Exhibit "B".

B. Master Deed. The Master Deed contains the definitions of certain terms used in connection with the project, the percentage of value assigned to each unit in the project, a general description of the units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article VI covers convertible areas, Article VIII covers easements, Article IX covers provisions for amending the Master Deed and Article X provides that the Developer may assign to the Association or to any other entity any or all of its rights and powers granted or reserved in the condominium documents or by law.

C. Condominium By-laws. The Condominium By-laws contain provisions relating to the operation, management and fiscal affairs of the condominium and in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time, no rules and regulations have been adopted by the Board of Directors of the Association.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

V. THE DEVELOPER AND ITS AFFILIATES.

A. The Developer's Background and Experience. The Developer of Hidden Meadow is S.B.G. Enterprises, LLC, a Limited Liability Company. Mr. John R. Gunnigle is the Chief Operating Member of S.B.G. Enterprises, LLC and the principal of this development. This is the first condominium project in which Mr. Gunnigle has been involved.

B. Real Estate Broker. The sales agent for the project is Ed Hood whose address is 8268 Kimble, Pinckney, MI 48169. Ed Hood has previous experience as sales agent for a condominium development.

C. Legal Proceedings Involving the Condominium Project or the Developer. The Developer is not presently aware of any material pending judicial or administrative proceedings involving the condominium project or the Developer.

VI. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT.

A. The Condominium Association. The responsibility for management and maintenance of the project is vested in the Hidden Meadow Condominium Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation are attached as Exhibit D. The By-Laws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer.

First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer co-owners are permitted to vote for the election of all directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 75% of the home sites which are created are sold, or (b) mandatorily within (1) 48 months from the date of the first home site conveyance, or (2) 120 days after 75% of all home sites which may be created are sold, whichever first occurs. At the First Annual Meeting, the co-owner members of the Association will elect directors and the directors in turn shall elect officers for the Association. The Developer's voting rights are set forth in Article VIII, Section 2 of the By-Laws.

B. Percentages of Value. The percentage of value assigned to each home site in Hidden Meadow shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each home site in the Project and concluding that there are not material differences among home sites insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each home site shall be determinative of each co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and the expenses of administration and the value of such co-owner's vote at meetings of the Association. The total value of the Project is 100%.

C. Project Finances.

1. Budget. Article II of the Condominium By-Laws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget for the project was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and includes a reserve for replacement of major structural and other components of the project in the future. Inasmuch as the budget necessarily must be prepared in advance, it reflects the estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been attached to this Disclosure Statement as Exhibit E.

2. Assessments. Each co-owner of a unit included within the project must contribute to the Association in proportion to the percentage of value assigned to the unit(s) owned by him to defray expenses of administration. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 3 of the Condominium By-Laws.

The Developer shall only be responsible for payment of the full monthly Association assessment with respect to completed and occupied Home sites that it owns. The Developer shall not be responsible whatsoever to the Association for any payment in connection with incomplete Home sites. The Developer shall independently pay all direct costs of maintaining incomplete Home sites for which it is not responsible to pay the regular maintenance assessments.

3. Possible Additional Liability. Each purchaser is advised of the following possible liability of each co-owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that unit and which had become due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

4. Foreclosure of Lien. The Association has a lien on each unit to secure payment of the Association assessments. The By-Laws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his unit.

D. Condominium Association Management Contract. The Condominium By-Laws do not require that the Association employ a professional management agent to manage the affairs of the condominium. No management agent has been selected for the project at this time.

E. Insurance.

1. Title Insurance. The Purchase Agreement provides that the Developer shall furnish each purchaser with a commitment for an owner's title insurance policy issued by Commonwealth Land Title Company at or prior to closing and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of

his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

2. Other Insurance. The Condominium documents require that the Association carry liability insurance and director's and officer's insurance in limits deemed adequate by the Association. At its option, the Association may elect to carry fire and extended coverage and vandalism and miscellaneous mischief insurance, if applicable, with respect to all of the common elements of the project. The insurance policies have deductible clauses and to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each co-owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the Certificate of Insurance with respect to the Condominium Project will be furnished to each co-owner upon closing the sale of his unit. Each co-owner is responsible for obtaining insurance coverage of the co-owner's Home site to the extent indicated in Article IV of the Condominium By-Laws as well as for liability for injury within his unit and upon limited common elements assigned to his unit, and for alternative living expense in the event of fire. The Association should periodically review all insurance coverage to be assured of its continued adequacy and co-owners should each do the same with respect to their personal insurance.

F. Restrictions on Ownership, Occupancy and Use. Article VI of the Condominium By-Laws contains comprehensive restrictions on the use of the condominium units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use.

The following is a list of certain of the most significant restrictions:

1. Building Size and Height. No building or structure shall exceed two stories in height and all buildings or structures shall be constructed within the perimeter of a lot. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external walls:

- (1) one story/Ranch: 2400 square feet
- (2) 1 1/2 story: 2800 square feet
- (3) two story: 3200 square feet

No part of a single story or ranch structure that is below ground level shall be included in computing minimum size requirements.

2. Garages, Driveways and Outbuildings. Garages, porches and breezeways shall not be included in computing minimum size requirements.

Garages shall provide space for parking not less than three full sized automobiles. No garage shall have the vehicle entranceway face the street. Carports are expressly forbidden. All driveways shall be constructed of concrete, pavers or asphalt.

3. **Pets.** Subject to the provisions of Section 9, owners shall be entitled to keep pets of a domestic nature that will reside within the dwelling constructed within their lots. No pet or animal may be kept or bred for any commercial purpose.

Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or sanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any lot or on the common elements.

4. **Horses and Livestock.** No horses or other types of livestock are allowed.

5. **Antennae.** Regular radio or TV antennas, not exceeding eight (8) feet over the roof line may be installed on any Lot. Any radio or television antennae shall be installed on the house and not on a separate pole. Satellite dishes are allowed subject; however, to any Salem Township ordinances and if utilized must be attached to the house utilizing it and not be visible from the street in front of that house.

6. **Motor Vehicles.** No motor vehicles or watercraft of any kind shall be parked on the street, driveway or yard for more than one (1) week, in a non-operating and/or non-licensed condition. Watercraft may not be parked on any street or property for over 48 hours.

No commercial motor vehicle shall be parked on any street, or in any driveway or yard, except for commercial vehicles and machines and equipment required to perform construction or repair services to the dwelling, or the contents therein, for the period of time necessary for said construction or repair.

The on-site storage of recreational vehicles such as campers, self-propelled motor homes, snowmobiles, all terrain vehicles, boats and boat trailers which are licensed by the Lot Owner, and in operative condition, shall be permitted if stored in attached garage or out building. These types of vehicles must be kept inside of one of these structures when not in use including overnight.

7. **Fences.** No owner shall construct, or cause to be constructed, any fence of any nature upon his Lot or the common elements without the prior written approval of the Association.

8. **Well and Septic.** Each lot in Hidden Meadow is subject to the well and septic requirements of Washtenaw County as described in the Hidden Meadow By-Laws, Article VI, Section 19.

None of the restrictions apply to the commercial activities or signs of the Developer.

VII. RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND CO-OWNERS.

A. Before Closing. The respective obligations of the Developer and the purchaser of a condominium unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain disposition of earnest money deposits advanced by the purchaser at the time of closing and anticipated closing adjustments.

B. At Closing. Each purchaser (except a purchaser under land contract) will receive by Warranty Deed fee simple title to his unit subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions as are specifically set forth in the condominium documents and title insurance commitment.

C. After Closing.

1. General. Subsequent to the purchase of the unit, relations between the Developer and the co-owner are governed by the Master Deed, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

2. Condominium Project Warranties. THE DEVELOPER IS NOT WARRANTING ANY HOMESITE, COMMON AREA OR LIMITED COMMON AREA AGAINST DEFECTS UNLESS SPECIFICALLY STATED BY DEVELOPER. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES FOR THIS CONDOMINIUM PROJECT.

VIII. PURPOSE OF DISCLOSURE STATEMENT.

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a unit. In accepting title to the unit in the Condominium Project, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement.

The Michigan Department of Commerce publishes the Condominium Buyer's Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability or responsibility as the statements contained therein or omitted from the Condominium Buyer's Handbook.

AGREEMENT TO ESTABLISH THE HIDDEN MEADOW
DRAIN DRAINAGE DISTRICT

THIS AGREEMENT, made and entered into this 16th day of March, 2006, by and between JANIS BOBRIN, Washtenaw County Drain Commissioner, (COMMISSIONER) acting for and on behalf of the HIDDEN MEADOW DRAIN DRAINAGE DISTRICT P.O. Box 8645, Ann Arbor, MI 48107, of the County of Washtenaw, State of Michigan, a public body corporate, hereinafter referred to as the DISTRICT, and S.B.G. Enterprises, LLC, a Michigan limited liability company, 21455 Chase Drive, Novi, MI 48375, hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, Section 433 of Act Number 40 of the Public Acts of 1956, Michigan, as amended, The Drain Code authorizes the Drain Commissioner to enter into an agreement with a landowner and developer, if any, to establish an existing private drain which was constructed by the landowner or developer to service an area on his or her own land as a County or Intercounty Drain; and

WHEREAS, JANIS BOBRIN, Washtenaw County Drain Commissioner, acting on behalf of the HIDDEN MEADOW DRAIN DRAINAGE DISTRICT, will have under her jurisdiction the HIDDEN MEADOW DRAIN (DRAIN); and

WHEREAS, the DRAIN COMMISSIONER, through and by the DISTRICT, is in charge of operation and maintenance of the HIDDEN MEADOW DRAIN to service lands in the HIDDEN MEADOW DRAIN DRAINAGE DISTRICT; and

WHEREAS, the HIDDEN MEADOW DRAIN will be a County Drain located in Section 3, Salem Township; and

WHEREAS, the DEVELOPER has provided storm drainage for the lands comprised within the HIDDEN MEADOW DRAIN DRAINAGE DISTRICT, which are described in Exhibit A as attached and made a part hereof.

WHEREAS, the DEVELOPER further understands that as the freeholder and owner of the lands included in this Agreement in the Township of Salem in which said HIDDEN MEADOW DRAIN and the lands to be drained thereby are located, that the lands as described in Exhibit A known as the HIDDEN MEADOW DRAIN DRAINAGE DISTRICT will be subject to assessments for the cost of construction, operation, inspection and maintenance of the DRAIN; and

WHEREAS, these lands being drained, thereby, and to be assessed, therefore, are in the HIDDEN MEADOW DRAIN DRAINAGE DISTRICT; and

WHEREAS, the DEVELOPER, pursuant to Section 433 of the Drain Code, as amended, desires to establish his or her private drain as a County Drain; and

WHEREAS, the DEVELOPER, has agreed to assume the total cost of said improvement; and

WHEREAS, a certificate has been obtained from a registered professional engineer retained by the DEVELOPER to the effect that the existing drain is the only reasonably available outlet for the drain and that there is sufficient capacity in the existing outlet for the proposed drain to serve as an adequate outlet, without detriment to or diminution of the drainage service that the outlet presently provides.

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree to as follows:

1. The DISTRICT agrees to establish the HIDDEN MEADOW DRAIN as a County Drain upon the execution of this Agreement by the DISTRICT and the DEVELOPER.
2. The storm water drainage facilities of the HIDDEN MEADOW DRAIN shall be constructed under the supervision, direction and control of the DISTRICT according to plans, specifications and project designs approved by the DISTRICT and on file in the Office of the Washtenaw County Drain Commissioner.
3. The DEVELOPER agrees hereto to assume the cost of the project set forth in the above-mentioned plans, specifications and project designs. Said cost shall include:
 - a. Administrative Fees for the establishment of the HIDDEN MEADOW DRAIN.
 - b. Actual expenses incurred by the DISTRICT for inspection of the construction of the DRAIN.

- c. A construction contingency item computed as ten percent (10%) of the construction cost as determined by the DISTRICT, provided, should any balance remain in the contingency fund, such balance shall be refunded to the DEVELOPER upon the following terms and conditions:
- i. A period of one (1) year shall expire after construction acceptance of the project by the DISTRICT at which time the DEVELOPER shall request that the DISTRICT make a final inspection.
 - ii. The DISTRICT shall proceed with final inspection of the project, and following such inspection, the DISTRICT shall make the necessary correction of any defects on the project payable out of contingency funds.
 - iii. At such time as the corrections have been completed by the DISTRICT, the DISTRICT shall issue a final acceptance of the project, and, the DEVELOPER shall file with the DISTRICT a sworn Statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he, she or it shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment. The Contractor shall also submit a Contractor's Declaration and Affidavit. The remaining contingency balance may then be refunded to the DEVELOPER.
- d. The establishment of a permanent maintenance fund in an amount of 5% of the construction cost but not to exceed \$2500.00.

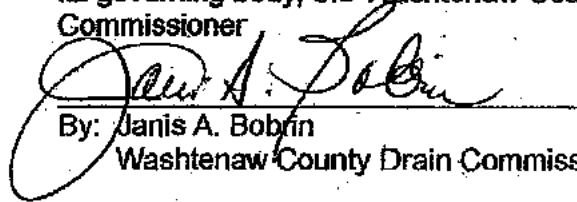
The DEVELOPER'S cost to the DISTRICT to establish the DRAIN, incidental of actual construction expenses, is hereby determined as follows:

i. Administrative fees	\$ 1,500.00
ii. Estimated Inspection 10% of project cost; unused monies to be returned to the DEVELOPER upon final acceptance of the project. DEVELOPER may secure services of a certified professional engineer for inspection; in such cases, inspection procedures and schedule must be approved by the Office of the Washtenaw County Drain Commissioner	\$ 7,964.00
iii. Contingency 10% of project cost	\$ 7,964.00
iv. Permanent Maintenance Fund	\$ <u>2,500.00</u>
Total Cost:	\$ 19,928.00

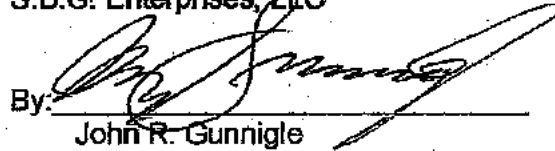
4. The DEVELOPER shall forthwith deposit said Balance Due with the DISTRICT, to be used only for the purposes herein set forth and agreed upon.
5. The DEVELOPER shall provide the Washtenaw County Drain Commissioner and/or the DISTRICT with a Letter of Credit, escrow account, or cash in the sum of 100% of the construction cost of the DRAIN, to remain in effect until final acceptance of the project by the DISTRICT.
6. It is agreed that the DEVELOPER shall convey to the DISTRICT the final plat or condominium documents, description of the drainage district and such easement and Rights-of-Way as may be necessary to accomplish the purposes herein set forth, and legal description of route and course of drain, and do so without charge therefore.
7. The DEVELOPER further agrees to provide, without charge, one (1) set of reproducible mylar "Record Drawings" of the drain as built, which shall include design calculations showing flow rates, imperviousness factors, drainage district and sub-districts and any other data needed by the DISTRICT for proper drain operation.
8. The DEVELOPER further agrees to provide to the DISTRICT, without charge, one (1) copy of the Master Deed Agreement, as recorded with the Washtenaw County Clerk/Register of Deeds for condominium developments.
9. The foregoing payment of the cost of the project is agreed and understood as being for the sole benefit of the HIDDEN MEADOW DRAIN DRAINAGE DISTRICT at large or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Michigan Drain Code of 1956, as amended, for construction, improvements and/or maintenance of the DRAIN arising by virtue of proper and legal petitions and hearings and procedures thereon.
10. It is agreed that the Drain Commissioner's maintenance of these drainage facilities shall be consistent with the Drain Commissioner's normal standards and requirements. This maintenance does not include such items as lawn cutting, litter pick-up, etc.
11. This Agreement shall become effective upon its execution by the DEVELOPER and by the DISTRICT and shall be binding upon the successors and assigns of each party.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers as of the day and year first above written.

HIDDEN MEADOW DRAIN DRAINAGE DISTRICT,
County of Washtenaw, State of Michigan, acting as
its governing body, the Washtenaw County Drain
Commissioner


By: Janis A. Bobin
Washtenaw County Drain Commissioner

S.B.G. Enterprises, LLC


By: John R. Gunnigle

Its: Member

Drafted by: Deborah L. Shad
Office of the Drain Commissioner
P.O. Box 8645
Ann Arbor MI 48107-8645

When recorded, please return to:
Office of the Drain Commissioner
P.O. Box 8645
Ann Arbor MI 48107-8645

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

On this _____ day of _____, 20__ before me, a Notary Public in and for said County, appeared JANIS A. BOBRIN, Washtenaw County Drain Commissioner, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

Ronald E. Mann, Notary Public
Washtenaw County, Michigan
My Commission Expires February 7, 2006
Acting in: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

On this 9th day of January, 2006 before me, a Notary Public in and for said County, appeared John R. Gunnigle, to me personally known, who being duly sworn did say that he is a Member of S.B.G. Enterprises, LLC, a Michigan limited liability company, and that said instrument was signed on behalf of said company by authority of its Board of Directors and the said Board acknowledged said instrument to be the free act and deed of said signatory.

Julie A. Keese
Julie A. Keese, Notary Public
Wayne Co., Michigan
My Commission Expires 03/29/08
Acting in: Wayne Co., MI

Attachment A

DRAINAGE DISTRICT APPLICANT INFORMATION SHEET

The following are the sole owners of the following lands:

Tax Code Number/Parcel Number

A-01-03-100-029

located in Section 3, Salem Township, County of Washtenaw, State of Michigan, which encompasses the lands in the proposed HIDDEN MEADOW DRAIN DRAINAGE DISTRICT.

Following are the names and addresses of all persons who are required to sign the final plat or master deed agreement as proprietors:

S.B.G. Enterprises, LLC,
a Michigan limited liability company
21455 Chase Drive
Novi, MI 48375

Exhibit A

Tax ID# A01-03-100-029

Vacant Land – Eight Mile Road

A parcel of land in the Northeast Fractional 1/4 of Section 3, Town 1 South, Range 7 East, Salem Township, Washtenaw County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as beginning at a point on the North line of Section 3 and the center line of Eight Mile Road, said point being distant North 87 degrees 00 minutes 50 seconds East 439.32 feet, along the North line of Section 3 and the center line of Eight Mile Road, from the North 1/4 corner of Section 3; proceeding thence, from said point of beginning, North 87 degrees 00 minutes 50 seconds East 219.14 feet, along the North line of Section 3 and the center line of Eight Mile Road; thence South 03 degrees 31 minutes 36 seconds East 2716.36 feet; thence South 83 degrees 15 minutes 45 seconds West 706.63 feet, along the East and West 1/4 line of Section 3, to the Center of Section 3; thence South 83 degrees 15 minutes 45 seconds West 85.00 feet, along the East and West 1/4 line of Section 3; thence North 02 degrees 53 minutes 17 seconds East 390.15 feet; thence North 03 degrees 21 minutes 27 seconds West 1673.44 feet; thence North 86 degrees 38 minutes 33 seconds East 593.78 feet; thence North 26 degrees 01 minutes 01 seconds East 115.21 feet, to a point of curve; thence 89.93 feet, along the arc of a 197.00 foot radius curve to the left, having a central angle of 26 degrees 09 minutes 19 seconds, whose chord measures 89.15 feet and bears North 12 degrees 56 minutes 22 seconds East; thence North 03 degrees 31 minutes 44 seconds West 85.63 feet; thence 44.93 feet along the arc of a 197.00 foot radius curve to the left, having a central angle of 13 degrees 03 minutes 58 seconds, whose chord measures 44.83 feet and bears North 13 degrees 26 minutes 12 seconds West, to a point of tangency for said arc; thence North 19 degrees 58 minutes 11 seconds West 170.27 feet, to a point of curve; thence 75.47 feet along the arc of a 263.00 foot radius curve to the right, having a central angle of 16 degrees 26 minutes 27 seconds, whose chord measures 75.21 feet and bears North 11 degrees 44 minutes 57 seconds West, to a point of tangency for said arc; thence North 03 degrees 25 minutes 24 seconds West 49.54 feet; thence South 86 degrees 59 minutes 40 seconds West 87.46 feet; thence North 03 degrees 00 minutes 20 seconds West 99.79 feet, to the point of beginning, containing 36.877 acres. Subject to the rights of the public over that part used for Eight Mile Road.



PCS-SS9444-ERS-2006-5
Lawrence Kastlenbaum, Washtenaw

L-4532 P-997



OFFICIAL SEAL

01/13/06
L-4532 P-997

Washtenaw Co., MI
Lawrence Kastlenbaum
Clerk Register

UTILITY EASEMENT

GRANTOR:

William A. Taylor, a single man
Marcia D. Taylor
Margaret H. Taylor
55815 Eight Mile Road
Northville, MI 48168

(hereinafter referred to as "Grantor")

GRANTEE:

S.B.G. Enterprises, LLC, a Michigan Limited Liability Company, and its successor, Hidden Meadow Condominium Project, located at 21455 Chase Drive Novi, Michigan 48375

(hereinafter referred to as "Grantee");

RECITALS

1. Grantor is the owner of certain real property located in the Town of SALEM, County of WASHTEENAW, State of MICHIGAN, more particularly described as follows:

A parcel of land in the Northeast Fractional 1/4 of Section 3, Town 1 South, Range 7 East, Salem Township, Washtenaw County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as beginning at a point, said point being the North 1/4 corner of Section 3 and the center line of Eight Mile



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Road; proceeding thence, from said point of beginning, South 02 degrees 33 minutes 00 seconds East 60.00 feet, along the North and South 1/4 line of Section 3; thence South 86 degrees 59 minutes 40 seconds West 80.50 feet; thence South 03 degrees 21 minutes 27 seconds East 656.54 feet; thence North 86 degrees 38 minutes 33 seconds East 593.78 feet; thence North 26 degrees 01 minutes 01 seconds East 115.21 feet, to a point of curve; thence 89.93 feet, along the arc of a 197.00 feet radius curve to the left, having a central angle of 26 degrees 09 minutes 19 seconds, whose chord measures 89.15 feet and bears North 12 degrees 56 minutes 22 seconds East; thence North 03 degrees 31 minutes 44 seconds West 85.63 feet; thence 44.93 feet along the arc of a 197.00 feet radius curve to the left, having a central angle of 13 degrees 03 minutes 58 seconds, whose chord measures 44.83 feet and bears North 13 degrees 26 minutes 12 seconds West, to a point of tangency for said arc; thence North 19 degrees 58 minutes 11 seconds West 170.27 feet, to a point of curve; thence 75.47 feet along the arc of a 263.00 feet radius curve to the right, having a central angle of 16 degrees 26 minutes 27 seconds, whose chord measures 75.21 feet and bears North 11 degrees 44 minutes 57 seconds West, to a point of tangency for said arc; thence North 03 degrees 25 minutes 24 seconds West 49.54 feet; thence South 86 degrees 59 minutes 40 seconds West 87.46 feet; thence North 03 degrees 00 minutes 20 seconds West 99.79 feet; thence South 87 degrees 00 minutes 50 seconds West 439.32 feet, along the North line of Section 3 and the center line of Eight Mile Road, to the point of beginning, containing 10.002 acres. Subject to the rights of the public over that part used for Eight Mile Road. Subject to a 12 feet wide private/public utility easement being over, under and across the easterly 12 feet of the above described parcel

2. Grantee is the owner of a certain real property located in the Town of SALEM, County of WASHTENAW, State of MICHIGAN, more particularly described as follows:

A parcel of land in the Northeast Fractional 1/4 of Section 3, Town 1 South, Range 7 East, Salem Township, Washtenaw County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as beginning at a point on the North line of Section 3 and the center line of Eight Mile Road, said point being distant North 87 degrees 00 minutes 50 seconds East 439.32 feet, along the North line of Section 3 and the center line of Eight Mile Road, from the North 1/4 corner of Section 3; proceeding thence, from said point of beginning, North 87 degrees 00 minutes 50 seconds East 219.14 feet, along the North line of Section 3 and the center line of Eight Mile Road; thence South 03 degrees 31 minutes 36 seconds East 2716.36 feet; thence South 83 degrees 15 minutes 45 seconds West 706.63 feet, along the East and West 1/4 line of Section 3, to the Center of Section 3; thence South 83 degrees 15 minutes 45 seconds West 85.00 feet, along the East and West 1/4 line of Section 3; thence North 02 degrees 53 minutes 17 seconds East



390.15 feet; thence North 03 degrees 21 minutes 27 seconds West 1673.44 feet; thence North 86 degrees 38 minutes 33 seconds East 593.78 feet; thence North 26 degrees 01 minutes 01 seconds East 115.21 feet, to a point of curve; thence 89.93 feet, along the arc of a 197.00 foot radius curve to the left, having a central angle of 26 degrees 09 minutes 19 seconds, whose chord measures 89.15 feet and bears North 12 degrees 56 minutes 22 seconds East; thence North 03 degrees 31 minutes 44 seconds West 85.63 feet; thence 44.93 feet along the arc of a 197.00 foot radius curve to the left, having a central angle of 13 degrees 03 minutes 58 seconds, whose chord measures 44.83 feet and bears North 13 degrees 26 minutes 12 seconds West, to a point of tangency for said arc; thence North 19 degrees 58 minutes 11 seconds West 170.27 feet, to a point of curve; thence 75.47 feet along the arc of a 263.00 foot radius curve to the right, having a central angle of 16 degrees 26 minutes 27 seconds, whose chord measures 75.21 feet and bears North 11 degrees 44 minutes 57 seconds West, to a point of tangency for said arc; thence North 03 degrees 25 minutes 24 seconds West 49.54 feet; thence South 86 degrees 59 minutes 40 seconds West 87.46 feet; thence North 03 degrees 00 minutes 20 seconds West 99.79 feet, to the point of beginning, containing 36.877 acres. Subject to the rights of the public over that part used for Eight Mile Road.

3. The Grantor desires to give a 12-foot wide public/private Utility Easement on the easterly side of Grantor's property to be used by Grantor, Grantee and their designated Public Utility Companies (hereinafter referred to as "Public Utility Companies") using said easement.

NOW, THEREFORE, for valuable consideration received, the parties agree as follows:

LESS THAN \$100,000

1. The above recitals are adopted herein by reference.
2. The Grantor grants to Grantee a 12-foot wide public/private Utility Easement over, under and across the easterly 12 feet of Grantor's property described in Exhibit A (hereinafter referred to as "Utility Easement").
3. The Utility Easement shall run with and be appurtenant to the land and is for the exclusive use of Grantor, Grantee and the Public Utility Companies, their heirs, successors and assigns. The Public Utility Companies allowed to use the Utility Easement include, but are not limited to, Consumers Energy, DTE Energy, Comcast Cable Company and SBC Michigan.
4. The Public Utility Companies shall have the right to erect, lay, maintain, reconstruct, add to and replace underground facilities consisting of wires, cables, conduits, fixtures, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories required to provide gas, electric and



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Lawrence Kestenbaum, Nashtraw

L-4532 P-997

communication services with the usual services, connections and accessories in, under, upon, over and across the Utility Easement.

5. In order to provide for the proper maintenance and protection of the Public Utility Companies, the undersigned covenant and agree that:
 - a. The right of way will be graded to within four inches of final grade before the Grantee's lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around Grantee's above ground equipment.
 - b. No buildings or structures other than Grantee's equipment are to be placed within the right of way herein granted. No excavation is to be permitted within said right of way without approval of Grantee.
 - c. No shrubs or foliage shall be planted or grown within eight feet of the front door of transformers or switching cabinet enclosures. Grantee shall not be responsible to owners for damages to or removal of trees or plant life planted in front of said door or within the right of way causing an interference with Grantee's maintenance of their equipment.
 - d. If the lines or facilities of the Public Utility Companies are damaged by the acts of Grantor/Grantee, their agents, employees or contractor, repairs shall be made by the utility company so damaged at the cost and expense of the Grantor or Grantee, their successors, heirs or assigns, responsible for the damage.
6. The undersigned hereto who is responsible for installing public utilities shall be responsible for restoring the Utility Easement as nearly as is practicable to its pre-existing condition.

IN WITNESS WHEREOF, the parties affix their signatures hereto.

GRANTOR:

William A Taylor 10-25-05
 William A. Taylor Date

Marcia D. Taylor 10-25-05
 Marcia D. Taylor Date

Margaret H. Taylor 10-25-05
 Margaret H. Taylor Date

(Witness Attestation Clause on Next Page)



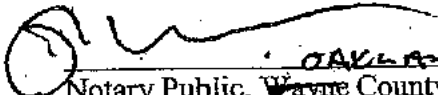
RCS-5699444-EAS-2006-5
Lawrence Keesterbaum, Notary Public

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STATE OF MICHIGAN)
OAKLAND : ss.
COUNTY OF ~~WAYNE~~)

On this 25 day of OCTOBER, 2005, before me, a notary public in and for said county and state, personally appeared William A. Taylor, Marcia D. Taylor, Margaret H Taylor, to me known to be the persons described herein and who executed the within instrument and who have acknowledged the same to be their free act and deed.

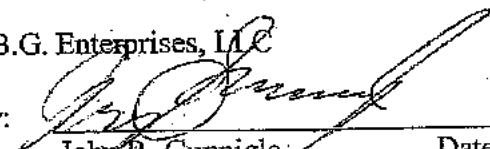


Notary Public, OAKLAND Wayne County, Michigan
Acting in ~~Wayne~~ County, Michigan
My Commission Expires: 6/25/06
OAKLAND
Philip J. Weipert

Philip J. Weipert
Notary Public, Oakland County, MI
My Commission Expires June 25, 2006
Acting in Oakland County, MI

GRANTEE:

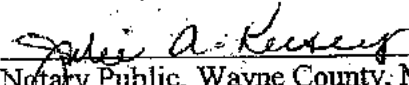
S.B.G. Enterprises, LLC

By: 
John R. Gunnigle
Its Managing Member

Date 12/13/05

STATE OF MICHIGAN)
 : ss.
COUNTY OF WAYNE)

On this 13 day of Dec., 2005, before me, a notary public in and for said county and state, personally appeared John R. Gunnigle, to me known to be the person described herein and who executed the within instrument and who has acknowledged the same to be his free act and deed. *Managing Member of S.B.G. Enterprises, LLC



Notary Public, Wayne County, Michigan Julie A. Keesey
Acting in Wayne County, Michigan
My Commission Expires: 3/29/08

PREPARED BY AND WHEN RECORDED RETURN TO:
Eric Colthurst
9450 S. Main St., Suite 101
Plymouth, MI 48170
734-459-7000

**PRIVATE ROAD
MAINTENANCE AGREEMENT**

This Agreement is made on this 13 day of Dec., 2005 by S.B.G. Enterprises, LLC, a Michigan limited liability company, whose address is 21455 Chase Drive, Novi, Michigan 48375, for the benefit of the Township of Salem, Washtenaw County, State of Michigan.

WHEREAS, S.B.G. Enterprises, LLC is the developer of Hidden Meadow, a condominium development which contains a private road known as Meadow View Court; and

WHEREAS, the Master Deed for Hidden Meadow requires Hidden Meadow Condominium Association to maintain Meadow View Court; and

WHEREAS, S.B.G. Enterprises, LLC agrees to install and maintain Meadow View Court until Hidden Meadow Condominium Association has sufficient members and monetary resources to maintain Meadow View Court.

NOW, THEREFORE, for valuable consideration received, S.B.G. Enterprises, LLC agrees as follows:

1. S.B.G. Enterprises, LLC adopts the above recitals.
2. S.B.G. Enterprises, LLC shall install and maintain Meadow View Court pursuant to the standards as set forth by Salem Township, Washtenaw County, State of Michigan, and the Hidden Meadow Master Deed.
3. This Agreement shall be binding upon S.B.G. Enterprises, LLC and Hidden Meadow Condominium Association, its agents, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above.

WITNESS:

Eric L. Barrett

Julie A. Kasper

S.B.G. ENTERPRISES, LLC

By:

John R. Gunnigle

Its:

Member

EXHIBIT C

Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the **CERTIFICATE OF ASSUMED NAME**

for

HIDDEN MEADOW CONDOMINIUM ASSOCIATION

ID NUMBER: 794534

to transact business under the assumed name of

HIDDEN MEADOW

received by facsimile transmission on April 14, 2005 is hereby endorsed filed on April 14, 2005 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date: December 31, 2010



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of April, 2005.

, Director

Bureau of Commercial Services

Sent by Facsimile Transmission 05184

EXHIBIT D

DCS00.041 (Rev. 12/00)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name	
Address	
City	State Zip Code
EXPIRATION DATE: DECEMBER 31,	

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

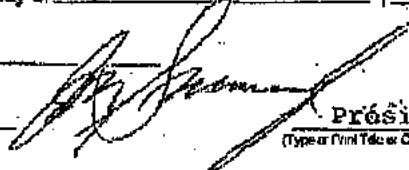
CERTIFICATE OF ASSUMED NAME
For use by Corporations, Limited Partnerships and Limited Liability Companies
 (Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 182, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the corporation, limited partnership, or limited liability company in item one executes the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is: Hidden Meadow Condominium Association
2. The identification number assigned by the Bureau is: 794534
3. The assumed name under which business is to be transacted is: Hidden Meadow
4. This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON LAST PAGE IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 13th day of April, 2005

By John R. Gunnigle  President
(Type or Print Name) (Type or Print Title or Capacity)

(Limited Partnerships Only - Indicate Name of General Partner if the General Partner is a corporation or other entity)

Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

HIDDEN MEADOW CONDOMINIUM ASSOCIATION

ID NUMBER: 794534

received by facsimile transmission on April 14, 2005 is hereby endorsed filed on April 14, 2005 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of April, 2005.

, Director

Bureau of Commercial Services

RC940 515 (Rev. 12/93)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name	EFFECTIVE DATE:
Address	
City State ZIP Code	

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:	Meadow View Condominium Association
2. The identification number assigned by the Bureau is:	794534

3. Article 1 of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is Hidden Meadow Condominium Association

00000-010 (REV 12/03)

COMPLETE ONLY ONE OF THE FOLLOWING:

4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ 15th day of _____ March 2005, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- at a meeting the necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- by consents given by electronic transmission in accordance with Section 407(3) if a profit corporation.
- by the board of a profit corporation pursuant to section 611(2).

Profit Corporations and Professional Service Corporations

Signed this _____ day of _____

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

Nonprofit Corporations

Signed this 13th day of April 2005

By  President

John R. Gunnigle
(Type or Print Name)

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

Date Received

(FOR BUREAU USE ONLY)

Name

Address

City

State

Zip Code

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

**NON-PROFIT
ARTICLES OF INCORPORATION**

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I

NAME

The name of the corporation is **Meadow View Condominium Association.**

ARTICLE II

PURPOSES

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain **Meadow View Condominiums**, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;

- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

ADDRESSES

Location of the first registered office is **21455 Chase Drive**, in the City of **Novi, Oakland County, Michigan**.

Post office address of the first registered office is **none**.

ARTICLE IV

RESIDENT AGENT

The name of the first resident agent is **John R. Gunnigle**.

ARTICLE V

BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The amount of assets which said corporation possesses is:

Real Property: None
Personal Property: None

Said corporation is to be financed under the following general plan:
Assessment of members.

ARTICLE VI

INCORPORATOR

The name and place of business of the incorporator is **Eric Colthurst, 9450 S. Main St., Plymouth, MI 48170.**

ARTICLE VII

EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII

MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- (a) Each Co-owner (including the Developer) of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to any non co-owner incorporators, who shall cease to be members upon the qualification of membership of any Co-owner) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deed in the county where the Condominium is located, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby

- becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
 - (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE IX

Section 1. Pursuant to Section 209(c) of the Michigan Nonprofit Corporation Act (being Act No 162 of the Public Acts of 1982, as amended) a volunteer director (as defined in Section 110(2) of the Michigan Nonprofit Act) of **Meadow View Condominium Association**, is not personally liable to the corporation or its members for monetary damages for a breach of the director's fiduciary duty. However, this section shall not eliminate or limit the liability of a director for any of the following:

- (1) A breach of the director's duty of loyalty to the corporation or its members.
- (2) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- (3) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act.
- (4) A transaction from which the director derived an improper personal benefit.
- (5) An act or omission that is grossly negligent.

Section 2. **Meadow View Condominium Association** hereby assumes all liability to any person other than the corporation of its members for all acts or omissions of a volunteer director.

Signed this 14th day of March, 2005.


Eric Colthurst, Incorporator

Return to:

HIDDEN MEADOW CONDOMINIUM ASSOCIATION

ANNUAL BUDGET

ADMINISTRATION	\$ 500.00
LEGAL	\$ 200.00
AUDIT	\$ 200.00
GROUNDS MAINTENANCE	\$1,200.00
INSURANCE	\$1,800.00
REPLACEMENT RESERVE	\$2,000.00
ROAD MAINTENANCE	\$ 600.00
STORM WATER DRAINAGE SYSTEM MAINTENANCE	\$ 500.00
TOTAL:	\$7,000.00

FLOOD BASIN EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of March, 2006 by and between S.B.G. Enterprises, LLC, a Michigan limited liability company, whose address is 21455 Chase Drive, Novi, MI 48375 ("Grantor") and the Hidden Meadows Condominium Association, whose address is 21455 Chase Drive, Novi, MI 48375 ("Grantee").

1. RECITALS

- A. The Grantor is currently the owner of a parcel of land in Salem Township, Washtenaw County, Michigan. The legal description of this parcel is attached as Attachment A to this Agreement and incorporated into this Agreement by reference. This parcel is currently being developed as Hidden Meadow Site Condominium.
- B. The Grantor desires to create a Flood Basin Easement on a portion of the parcel known as Unit 13 of Hidden Meadow Site Condominium (Unit 13), to provide drainage and storage from rain, snow, and other natural conditions, as necessary, from Unit 13 and adjacent parcels.
- C. The Grantee is willing to consent to the easement for the Flood Basin Easement area, which the Grantor is creating in this Agreement, and to the obligations of the Grantee, which arise from this Agreement.
- D. The Grantee presently has the same owner as the Grantor. The Grantor intends to eventually sell or otherwise transfer Unit 13 to another party. The Grantor and the Grantee intend that the Flood Basin Easement granted in this Agreement shall run with the land and shall be binding upon and shall benefit and burden the present owner and any and all future owners and their heirs, executors, administrators, successors and assigns.

2. AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

- A. Grantor grants, conveys and releases unto the Grantee a Flood Basin Easement over and upon their lands for the purpose of draining and storing runoff from rain, snow, and other natural conditions.

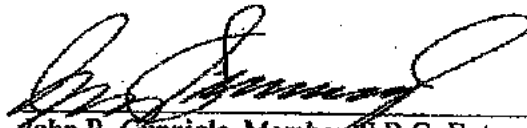
B. The legal description of this Flood Basin Easement is attached as Attachment B to this Agreement and incorporated into this Agreement by reference.

C. Grantor, its heirs, executors, administrators, successors and assigns reserve its rights and privileges to the area encompassed by the Flood Basin Easement as may be used and enjoyed so long as the use(s) do not interfere with or abridge the rights granted to and easement hereby acquired by the Grantee. No paving, structures, obstructions, or alterations to the grading of the easement are allowed.

D. This Easement Agreement may not be terminated in whole or in part, except by written agreement of all of the parties and the Washtenaw County Drain Commissioner.

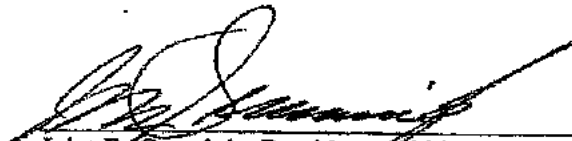
In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

GRANTOR:



John R. Gunnigle, Member, S.B.G. Enterprises, LLC

GRANTEE:



John E. Gunnigle, President, Hidden Meadows Condominium Association

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF _____)

On this 9th day of March, 2006 before me, a Notary Public in and for said County, appeared John R. Gunnigle, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Teresa G. Michael
Teresa G. Michael, Notary Public
Wayne, Michigan

Acting in: _____ TERESA G. MICHAEL
My Commission Expires _____ NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Sep 23, 2006

Drafted by: Deborah L. Shad
Office of the Drain Commissioner
P.O. Box 8645
Ann Arbor MI 48107-8645

When recorded, please return to:
Office of the Drain Commissioner
P.O. Box 8645
Ann Arbor MI 48107-8645

Attachment A

Legal Description of Hidden Meadow Site Condominium

A parcel of land in the Northeast Fractional 1/4 of Section 3, Town 1 South, Range 7 East, Salem Township, Washtenaw County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as beginning at a point on the North line of Section 3 and the center line of Eight Mile Road, said point being distant North 87 degrees 00 minutes 50 seconds East 439.32 feet, along the North line of Section 3 and the center line of Eight Mile Road, from the North 1/4 corner of Section 3; proceeding thence, from said point of beginning, North 87 degrees 00 minutes 50 seconds East 219.14 feet, along the North line of Section 3 and the center line of Eight Mile Road; thence South 03 degrees 31 minutes 36 seconds East 2716.36 feet; thence South 83 degrees 15 minutes 45 seconds West 706.63 feet, along the East and West 1/4 line of Section 3, to the Center of Section 3; thence South 83 degrees 15 minutes 45 seconds West 85.00 feet, along the East and West 1/4 line of Section 3; thence North 02 degrees 53 minutes 17 seconds East 390.15 feet; thence North 03 degrees 21 minutes 27 seconds West 1673.44 feet; thence North 86 degrees 38 minutes 33 seconds East 593.78 feet; thence North 26 degrees 01 minutes 01 seconds East 115.21 feet, to a point of curve; thence 89.93 feet, along the arc of a 197.00 foot radius curve to the left, having a central angle of 26 degrees 09 minutes 19 seconds, whose chord measures 89.15 feet and bears North 12 degrees 56 minutes 22 seconds East; thence North 03 degrees 31 minutes 44 seconds West 85.63 feet; thence 44.93 feet along the arc of a 197.00 foot radius curve to the left, having a central angle of 13 degrees 03 minutes 58 seconds, whose chord measures 44.83 feet and bears North 13 degrees 26 minutes 12 seconds West, to a point of tangency for said arc; thence North 19 degrees 58 minutes 11 seconds West 170.27 feet, to a point of curve; thence 75.47 feet along the arc of a 263.00 foot radius curve to the right, having a central angle of 16 degrees 26 minutes 27 seconds, whose chord measures 75.21 feet and bears North 11 degrees 44 minutes 57 seconds West, to a point of tangency for said arc; thence North 03 degrees 25 minutes 24 seconds West 49.54 feet; thence South 86 degrees 59 minutes 40 seconds West 87.46 feet; thence North 03 degrees 00 minutes 20 seconds West 99.79 feet, to the point of beginning, containing 36.877 acres. Subject to the rights of the public over that part used for Eight Mile Road.

Attachment B

Legal Description of Flood Basin Easement for Unit 13
Hidden Meadow Site Condominium

An area of land in the Northeast Fractional 1/4 of Section 3, Town 1 South, Range 7 East, Salem Township, Washtenaw County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as beginning at a point, said point being distant the following four courses, from the North 1/4 corner of Section 3: North 87 degrees 00 minutes 50 seconds East 658.46 feet, along the North line of Section 3 and the center line of Eight Mile Road; thence South 03 degrees 31 minutes 36 seconds East 1445.88 feet; thence South 86 degrees 28 minutes 16 seconds West 157.13 feet, along the line between Unit 12 and Unit 13; thence North 03 degrees 31 minutes 44 seconds West 5.00 feet, into Unit 13, to the point of beginning; proceeding thence, from said point of beginning, the following eleven courses: South 86 degrees 28 minutes 16 seconds West 108.55 feet, parallel with the southerly line of Unit 13; thence North 39 degrees 53 minutes 51 seconds West 21.61 feet; thence North 19 degrees 52 minutes 25 seconds East 47.28 feet; thence North 63 degrees 07 minutes 22 seconds East 45.96 feet; thence North 37 degrees 29 minutes 17 seconds East 79.86 feet; thence North 66 degrees 11 minutes 55 seconds East 33.38 feet; thence South 59 degrees 31 minutes 45 seconds East 12.84 feet; thence South 20 degrees 15 minutes 28 seconds East 26.80 feet; thence South 11 degrees 00 minutes 25 seconds West 34.25 feet; thence South 37 degrees 35 minutes 09 seconds West 15.41 feet; thence South 13 degrees 52 minutes 41 seconds West 76.74 feet, to the point of beginning, containing 13,897 square feet.

HIDDEN MEADOW
MASTER DEED
TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	TITLE AND NATURE	1
ARTICLE II	LEGAL DESCRIPTION	2
ARTICLE III	DEFINITIONS	
SECTION 1.	ACT	3
SECTION 2.	ASSOCIATION	3
SECTION 3.	BYLAWS	3
SECTION 4.	COMMON ELEMENTS	3
SECTION 5.	CONDOMINIUM DOCUMENTS	3
SECTION 6.	CONDOMINIUM PREMISES	3
SECTION 7.	CONDOMINIUM PROJECT, CONDOMINIUM OR PROJECT	3
SECTION 8.	CONDOMINIUM SUBDIVISION PLAN	3
SECTION 9.	CONSOLIDATING MASTER DEED	3
SECTION 10.	CONSTRUCTION AND SALES PERIOD	4
SECTION 11.	CO-OWNER OR OWNER	4
SECTION 12.	DEVELOPER	4
SECTION 13.	FIRST ANNUAL MEETING	4
SECTION 14.	TOWNSHIP	4
SECTION 15.	TRANSITIONAL CONTROL DATE	4
SECTION 16.	UNIT, CONDOMINIUM UNIT, HOME SITE OR LOT	4
SECTION 17.	UTILITY EASEMENT	5
ARTICLE IV	COMMON ELEMENTS	
SECTION 1.	GENERAL COMMON ELEMENTS	5
SECTION 2.	LIMITED COMMON ELEMENTS	6
SECTION 3.	RESPONSIBILITIES	6
SECTION 4.	USE OF HOMESITES AND COMMON ELEMENTS	7
ARTICLE V	UNIT DESCRIPTION AND PERCENTAGE OF VALUE	
SECTION 1.	DESCRIPTION OF UNITS	7
SECTION 2.	PERCENTAGE OF VALUE	7
ARTICLE VI	CONVERTIBLE AREAS	
SECTION 1.	DESIGNATION OF CONVERTIBLE AREAS	8
SECTION 2.	THE DEVELOPER'S RIGHT TO MODIFY UNSOLD UNITS AND COMMON ELEMENTS	8
SECTION 3.	EXERCISE AND ASSIGNMENT BY DEVELOPER	8
SECTION 4.	AMENDMENT OF MASTER DEED AND	8

	MODIFICATION OF PERCENTAGES OF VALUE	9
SECTION 5.	REDEFINITION OF COMMON ELEMENTS	9
SECTION 6.	CONSOLIDATING MASTER DEED	9
SECTION 7.	CONSENT OF INTERESTED PERSONS	9
ARTICLE VII	CONSOLIDATION AND OTHER MODIFICATION OF HOMESITES	
SECTION 1.	EXERCISE BY DEVELOPER	9
SECTION 2.	LIMITED COMMON ELEMENTS	10
ARTICLE VIII	EASEMENTS	
SECTION 1.	EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES	10
SECTION 2.	EASEMENT FOR MAINTENANCE OF HOME SITES, UNIT EXTERIORS AND OTHER APPURTENANCES	11
SECTION 3.	UTILITY EASEMENTS	11
SECTION 4.	GRANT OF EASEMENTS BY ASSOCIATION	12
SECTION 5.	EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT	12
SECTION 6.	TELECOMMUNICATIONS AGREEMENTS	12
SECTION 7.	EASEMENTS OVER COLLECTOR ROADWAYS	12
SECTION 8.	EASEMENTS IN FAVOR OF TOWNSHIP	14
SECTION 9.	RESERVED RIGHT OF DEVELOPER TO CREATE ADDITIONAL EASEMENTS AND IMPOSE FINANCIAL OBLIGATIONS	14
SECTION 10.	WASHTENAW COUNTY DRAIN EASEMENT	14
SECTION 11.	STORM WATER MANAGEMENT SYSTEM MAINTENANCE PLAN	15
SECTION 12.	DRAINAGE EASEMENT	18
ARTICLE IX	AMENDMENT	
SECTION 1.	MODIFICATION OF HOME SITES OR COMMON ELEMENTS	18
SECTION 2.	MORTGAGEE CONSENT	18
SECTION 3.	BY DEVELOPER	18
SECTION 4.	CHANGE IN PERCENTAGE OF VALUE	18
SECTION 5.	TERMINATION, VACATION, REVOCATION OR ABANDONMENT	18
SECTION 6.	DEVELOPER APPROVAL	19
ARTICLE X	ASSIGNMENT	19
	EXHIBIT A	
	BYLAWS	
ARTICLE 1	ASSOCIATION OF CO-OWNERS	1
ARTICLE II	ASSESSMENTS	

	SECTION 1.	ASSESSMENTS FOR COMMON ELEMENTS	1
	SECTION 2.	DETERMINATION OF ASSESSMENTS	2
	SECTION 3.	APPORTIONMENT OF ASSESSMENTS AND PENALTY FOR DEFAULT	3
	SECTION 4.	WAIVER OF USE OR ABANDONMENT OF LOT	4
	SECTION 5.	ENFORCEMENT	4
	SECTION 6.	LIABILITY OF MORTGAGEE	5
	SECTION 7.	DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS	5
	SECTION 8.	PROPERTY TAXES AND SPECIAL ASSESSMENTS	6
	SECTION 9.	PERSONAL PROPERTY TAX ASSESSMENT OF ASSOCIATION PROPERTY	6
	SECTION 10.	MECHANIC'S LIEN	6
	SECTION 11.	STATEMENT AS TO UNPAID ASSESSMENTS	6
	SECTION 12.	LAWSUIT DEFENSE EXPENSES	6
ARTICLE III	ARBITRATION		
	SECTION 1.	SCOPE AND ELECTION	7
	SECTION 2.	JUDICIAL RELIEF	7
	SECTION 3.	ELECTION OF REMEDIES	7
ARTICLE IV	INSURANCE		
	SECTION 1.	EXTENT OF COVERAGE	7
	SECTION 2.	AUTHORITY OF ASSOCIATION TO SETTLE INSURANCE CLAIMS	8
	SECTION 3.	RESPONSIBILITY OF OWNERS	8
	SECTION 4.	WAIVER OF RIGHTS OF SUBROGATION	9
ARTICLE V	RECONSTRUCTION OR REPAIR		
	SECTION 1.	RESPONSIBILITY FOR RECONSTRUCTION OR REPAIR	9
	SECTION 2.	REPAIR IN ACCORDANCE WITH MASTER DEED	9
	SECTION 3.	ASSOCIATION RESPONSIBILITY FOR REPAIR	9
	SECTION 4.	TIMELY RECONSTRUCTION AND REPAIR	10
	SECTION 5.	EMINENT DOMAIN	10
	SECTION 6.	NOTIFICATION OF FHLMC	11
	SECTION 7.	PRIORITY OF MORTGAGEE INTERESTS	11
ARTICLE VI	RESTRICTIONS		
	SECTION 1.	PURPOSE	11
	SECTION 2.	RESIDENTIAL USE	11
	SECTION 3.	BUILDING SIZE AND HEIGHT	11
	SECTION 4.	GARAGES, DRIVEWAYS AND OUTBUILDINGS	12
	SECTION 5.	TYPE OF CONSTRUCTION	12
	SECTION 6.	CONSTRUCTION TIME AND SITE WORK	12
	SECTION 7.	TEMPORARY STRUCTURES	12
	SECTION 8.	EASEMENTS	12
	SECTION 9.	PETS	13
	SECTION 10.	HORSES AND LIVESTOCK	14
	SECTION 11.	NUISANCES	14
	SECTION 12.	ORDINANCES	14
	SECTION 13.	SIGNS	14

	SECTION 14.	SWIMMING POOLS	14
	SECTION 15.	GARBAGE AND REFUSE DISPOSAL	14
	SECTION 16.	ANTENNAE	14
	SECTION 17.	MOTOR VEHICLES	14
	SECTION 18.	FENCES	15
	SECTION 19.	WELLS & SEPTIC SYSTEMS	15
	SECTION 20.	TREES	17
	SECTION 21.	TREE ORDINANCE	18
	SECTION 22.	WELL & SEWAGE SYSTEM LOCATION	18
	SECTION 23.	LEASING AND RENTAL	18
	SECTION 24.	ARCHITECTURAL CONTROL	19
	SECTION 25.	CHANGES IN COMMON ELEMENTS	20
	SECTION 26.	ACTIVITIES	20
	SECTION 27.	LANDSCAPING	20
	SECTION 28.	COMMON ELEMENT MAINTENANCE	21
	SECTION 29.	OWNER MAINTENANCE	21
	SECTION 30.	RESERVED RIGHTS OF DEVELOPER	21
ARTICLE VII	MORTGAGES		
	SECTION 1.	NOTICE TO ASSOCIATION	22
	SECTION 2.	INSURANCE	22
	SECTION 3.	NOTIFICATION OF MEETINGS	22
	SECTION 4.	NOTICE	23
ARTICLE VIII	VOTING		
	SECTION 1.	VOTE	23
	SECTION 2.	ELIGIBILITY TO VOTE	23
	SECTION 3.	DESIGNATION OF VOTING REPRESENTATIVE	23
	SECTION 4.	QUORUM	23
	SECTION 5.	VOTING	24
	SECTION 6.	MAJORITY	24
ARTICLE IX	MEETINGS		
	SECTION 1.	PLACE OF MEETING	24
	SECTION 2.	FIRST ANNUAL MEETING	24
	SECTION 3.	ANNUAL MEETINGS	25
	SECTION 4.	SPECIAL MEETINGS	25
	SECTION 5.	NOTICE OF MEETINGS	25
	SECTION 6.	ADJOURNMENT	25
	SECTION 7.	ORDER OF BUSINESS	25
	SECTION 8.	ACTION WITHOUT MEETING	26
	SECTION 9.	CONSENT OF ABSENTEES	26
	SECTION 10.	MINUTES; PRESUMPTION OF NOTICE	26
ARTICLE X	ADVISORY COMMITTEE		26
ARTICLE XI	BOARD OF DIRECTORS		
	SECTION 1.	NUMBER AND QUALIFICATION OF DIRECTORS	27
	SECTION 2.	ELECTION OF DIRECTORS	27
	SECTION 3.	POWERS AND DUTIES	28

	SECTION 4.	OTHER DUTIES	28
	SECTION 5.	MANAGEMENT AGENT	30
	SECTION 6.	VACANCIES	30
	SECTION 7.	REMOVAL	30
	SECTION 8.	FIRST MEETING	31
	SECTION 9.	REGULAR MEETINGS	31
	SECTION 10.	SPECIAL MEETINGS	31
	SECTION 11.	WAIVER OF NOTICE	31
	SECTION 12.	QUORUM	31
	SECTION 13.	FIRST BOARD OF DIRECTORS	31
	SECTION 14.	FIDELITY BONDS	31
ARTICLE XII	OFFICERS		
	SECTION 1.	OFFICERS	32
	SECTION 2.	ELECTION	32
	SECTION 3.	REMOVAL	33
	SECTION 4.	DUTIES	33
ARTICLE XIII	SEAL		33
ARTICLE XIV	FINANCE		
	SECTION 1.	RECORDS	33
	SECTION 2.	FISCAL YEAR	33
	SECTION 3.	BANK	34
ARTICLE XV	INDEMNIFICATION OF OFFICERS AND DIRECTORS		34
ARTICLE XVI	AMENDMENTS		
	SECTION 1.	PROPOSAL	34
	SECTION 2.	MEETING	34
	SECTION 3.	VOTING BY BOARD OF DIRECTORS	35
	SECTION 4.	VOTING BY OWNERS	35
	SECTION 5.	BY DEVELOPER	35
	SECTION 6.	WHEN EFFECTIVE	35
	SECTION 7.	BINDING	35
	SECTION 8.	NOTICE	35
ARTICLE XVII	COMPLIANCE		35
ARTICLE XVIII	DEFINITIONS		
	SECTION 1.	LEGAL ACTION	36
	SECTION 2.	RECOVERY OF COSTS	36
	SECTION 3.	REMOVAL AND ABATEMENT	36
	SECTION 4.	ASSESSMENT OF FINES	36
	SECTION 5.	NON-WAIVER OF RIGHT	37
	SECTION 6.	CUMULATIVE RIGHTS, REMEDIES AND PRIVILEGES	37
	SECTION 7.	ENFORCEMENT OF PROVISIONS OF PROJECT DOCUMENTS	37
ARTICLE XIX	RIGHTS RESERVED TO DEVELOPER		37

EXHIBIT B
CONDOMINIUM SUBDIVISION PLAN



OFFICIAL SEAL

Washtenaw Co., MI
Lawrence Kestenbaum
Clark Register

01/13/06

L-4532 P-998

Page: 1 of 63



ACS-5699445-DIA-2006-63
Lawrence Kestenbaum, Washtenaw

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MASTER DEED

HIDDEN MEADOW

This Master Deed is made and executed on this 13 day of Dec, 2005, by **S.B.G. Enterprises, LLC**, A Michigan Limited Liability Company, hereinafter referred to as the "Developer", whose address is 21455 Chase Dr., Novi, Michigan 48375, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated herein by reference and made part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

NOW THEREFORE, the Developer does, upon the recording hereof, establish Hidden Meadow as a Condominium Project under the Act and does declare that Hidden Meadow shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner 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, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Hidden Meadow, Washtenaw County Condominium Subdivision Plan NO. 508. The Condominium Project shall be residential in nature and the Condominium Units created by the recording of this Master Deed and Exhibits "A" and "B" hereto shall consist of Home sites as hereinafter defined and which shall be suitable for the construction of single family residential units under the

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 3654900

ordinances of the Charter Township of Salem. Hidden Meadow is established in accordance with the Act and the Home sites contained therein, including the number, boundaries, dimensions and area of each such Home site, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each Home site has been designed to contain a residential structure and other improvements for dwelling purposes and each Home site is capable of individual utilization on account of having its own entrance, from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Home site and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II LEGAL DESCRIPTION

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

A parcel of land in the Northeast Fractional 1/4 of Section 3, Town 1 South, Range 7 East, Salem Township, Washtenaw County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as beginning at a point on the North line of Section 3 and the center line of Eight Mile Road, said point being distant North 87 degrees 00 minutes 50 seconds East 439.32 feet, along the North line of Section 3 and the center line of Eight Mile Road, from the North 1/4 corner of Section 3; proceeding thence, from said point of beginning, North 87 degrees 00 minutes 50 seconds East 219.14 feet, along the North line of Section 3 and the center line of Eight Mile Road; thence South 03 degrees 31 minutes 36 seconds East 2716.36 feet; thence South 83 degrees 15 minutes 45 seconds West 706.63 feet, along the East and West 1/4 line of Section 3, to the Center of Section 3; thence South 83 degrees 15 minutes 45 seconds West 85.00 feet, along the East and West 1/4 line of Section 3; thence North 02 degrees 53 minutes 17 seconds East 390.15 feet; thence North 03 degrees 21 minutes 27 seconds West 1673.44 feet; thence North 86 degrees 38 minutes 33 seconds East 593.78 feet; thence North 26 degrees 01 minutes 01 seconds East 115.21 feet, to a point of curve; thence 89.93 feet, along the arc of a 197.00 foot radius curve to the left, having a central angle of 26 degrees 09 minutes 19 seconds, whose chord measures 89.15 feet and bears North 12 degrees 56 minutes 22 seconds East; thence North 03 degrees 31 minutes 44 seconds West 85.63 feet; thence 44.93 feet along the arc of a 197.00 foot radius curve to the left, having a central angle of 13 degrees 03 minutes 58 seconds, whose chord measures 44.83 feet and bears North 13 degrees 26 minutes 12 seconds West, to a point of tangency for said arc; thence North 19 degrees 58 minutes 11 seconds West 170.27 feet, to a point of curve; thence 75.47 feet along the arc of a 263.00 foot radius curve to the right, having a central angle of 16 degrees 26 minutes 27 seconds, whose chord measures 75.21 feet and bears North 11 degrees 44 minutes 57 seconds West, to a point of tangency for said arc; thence North 03 degrees 25 minutes 24 seconds West 49.54 feet; thence South 86 degrees 59 minutes 40 seconds West 87.46 feet; thence North 03 degrees 00 minutes 20 seconds West 99.79 feet, to the point of beginning, containing 36.877 acres. Subject to the rights of the public over that part used for Eight Mile Road.

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Page: 2 of 63



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Lawrence Kesterman, Washtenaw

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ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Hidden Meadow Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Hidden Meadow as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Hidden Meadow Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Non-profit Corporation Act.

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements, if any described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Hidden Meadow as described above and elsewhere in the Condominium Documents.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Hidden Meadow as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Hidden Meadow as a complete Condominium Project and shall reflect the entire land area in the Condominium Project and

all Units and Common Elements therein, as finally established by the Developer. Such Consolidating Master Deed, if and when recorded in the office of the Washtenaw County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments hereto. In the event the Units and Common Elements in the Condominium are established in substantial conformity with the proposed Condominium Subdivision Plan attached as Exhibit "B" to this Master Deed and if the perimeter description of the Condominium Premises remains the same, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Washtenaw County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 10. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of this Master Deed and continuing as long as the Developer owns any Home site which it offers for sale or as long as there remains any residence to be constructed, whichever last occurs.

Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Home sites in the Condominium Project. The term "Owner" wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means S.B.G. Enterprises, LLC who has made and executed this Master Deed and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 75% of the Home sites which are created are sold, or (b) mandatorily within (i) 48 months from the date of the first Home site conveyance, or (ii) 120 days after 75% of all Home sites which may be created are sold, whichever first occurs.

Section 14. Township. "Township" means the Township of Salem, a Michigan municipal corporation.

Section 15. Transitional Control Date. "Transitional Control Date" means the date on which a board of directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 16. Unit, Condominium Unit, Home site or Lot. "Unit," "Condominium Unit," "Home site" or "Lot" each mean a single Condominium Unit in Hidden Meadow, as the same is described in Article V, Section I hereof and on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Home site shall be owned in their entirety by the Co-owner of the Home site within which they are

located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Section 17. Utility Easement. Utility Easement shall mean the 12-foot wide Utility Easement located adjacent to the Hidden Meadow private collector roadway known as Meadow View Court and as described by a certain Utility Easement agreed to by the Grantor, the Taylor land described in Article VIII, Section 7 hereinafter, and the Grantee, S.B.G. Enterprises, LLC, as depicted on the Condominium Subdivision Plan.

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

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacements thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

- (a) Land. The land described in Article II of this Master Deed but excluding those portions of the land identified as Home sites.
- (b) Roadway. The private access road to Hidden Meadow, which provides access to the Home sites, known as Meadow View Court; also the emergency access area designated as such on the Condominium Subdivision Plan; also the landscaped entranceway to the Condominium and all signs within Hidden Meadow which are utilized to identify the Condominium, its roadway or other elements thereof.
- (c) Mailbox Stand. The mailbox stand as depicted on the Condominium Subdivision Plan.
- (d) Electrical. There are electrical transmission mains throughout the Project up to the point of entry of a Unit. DTE Energy will provide primary power to the easement of each Lot at which point DTE Energy will also provide a transformer. It will be the responsibility of each Lot owner to provide for moving electrical power beyond the transformer for that Lot. The electrical transmission mains shall be located in the 12 foot wide Utility Easement running next to and adjacent to the private road as depicted in the Condominium Subdivision Plan (Exhibit B) and as stated in a certain Utility Easement recorded in the chain of title.
- (e) Telephone. The telephone system throughout the Project up to the point of entry to a Unit.
- (f) Gas. The gas distribution mains throughout the Project up to the point of entry to a Unit.



(g) Storm Drainage System. The storm sewer mains, leads and catch basins throughout the Project including any storm water detention area which may be designated as such on the Condominium Subdivision Plan.

(h) Telecommunications. The telecommunications system, if and when it may be installed or cable up to the point of entry to a Unit.

(i) Other. Such other elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a Home site, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project, including, but not limited to, the 12 foot wide Utility Easement.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, described above may be owned by the local public authority or by the company that is providing the pertinent service.

Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. At the time of recording the Master Deed there are no limited common elements. Developer expressly reserves the right in his sole discretion, however, to create Limited Common Element(s) by future amendment to this Master Deed, subject to the approval of the Township of Salem.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Certain Association Responsibilities with Respect to Home sites. The Association shall not be responsible for performing maintenance functions within the Home sites.

(b) Co-owner Responsibility for Home sites and their Appurtenant Improvements. It is anticipated that separate residential Units will be constructed within the respective Home sites as depicted on Exhibit "B" hereto. The responsibility for, and costs of all maintenance, decoration, repair and replacement of any Home site and the Unit and the appurtenances to each Unit shall be borne by the Co-owner of the Home site within which the same are located. The exterior appearance of each Home site, and its Unit, appurtenances, improvements and decorations, to the extent visible from any other Home site or Common Element in the Project, shall be subject at all times to the jurisdiction and approval of the Association.

(c) Common Lighting. Any common lighting in the Condominium shall be the responsibility of the Association. The Owners may amend this Section pursuant to Article IX and subject to the approval of the Township.



(d) General Common Elements. The cost of maintenance, repair and replacement of all Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

The private collector roadway known as Meadow View Court which serves Hidden Meadow is part of the General Common Elements and shall also be maintained, repaired and replaced by the Association and as specified in the Private Road Maintenance Agreement.

(e) Assessment by Township for Failure to Maintain. The Common Elements described in this Article IV shall be maintained, replaced and repaired as necessary by the Association and in accordance with the terms and provisions of the Township. In the event the Association fails to provide adequate maintenance, repair or replacement of the Common Elements, the Township may, as provided in the Township, serve written notice on the Association of the deficiencies which notice may contain a demand that the deficiencies of maintenance, repair or replacement be cured within a stated reasonable period of time. If the deficiencies set forth in the notice are not cured, the Township may, but shall not be required to, undertake such maintenance, repair or replacement and the costs thereof may be assessed against all Co-owners equally and collected as a special assessment on the next annual tax roll of the Township. The Township is absolutely under no duty to take action under the paragraph.

Section 4. Use of Home sites and Common Elements. No Co-owner shall use his Home site or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Home site or the Common Elements.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Hidden Meadow contains 14 Home sites and each Home site in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Hidden Meadow as surveyed by Darrell Hughes of Hughes Land Surveyors and attached as Exhibit "B" hereto. Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines; together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each Home site in Hidden Meadow shall be equal as follows:

Unit 1	7.1429
Unit 2	7.1429
Unit 3	7.1429
Unit 4	7.1429
Unit 5	7.1429
Unit 6	7.1429
Unit 7	7.1429
Unit 8	7.1429
Unit 9	7.1429
Unit 10	7.1429





Unit 11	7.1429
Unit 12	7.1429
Unit 13	7.1429
Unit 14	7.1429
TOTAL	100%

The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Home site in the Project and concluding that there are not material differences among the Home sites insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Home site shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

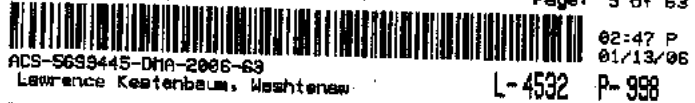
ARTICLE VI CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. All Common Element areas and unsold units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the unsold Units and Common Elements may be modified as provided herein.

Section 2. The Developer's Right to Modify Unsold Units and Common Elements. The Developer reserves the right in his sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to take action as follows within the Convertible Areas as designated on the Condominium Subdivision Plan, provided; however, that none of the modifications described below shall be undertaken without approval of the Township.

(a) Modify Units and Commons Elements. The Developer reserves the right to modify the size, location, design or elevation of unsold Units and/or General Common Elements appurtenant or geographically proximate to such unsold Units, and to enlarge, extend, add, or eliminate unsold Units on all or any portion or portions of the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, subject to the approval of the Township. The precise number, nature, size and location of unsold Unit additions, deletions, enlargements, modifications and extension or other modifications which may be established shall be determined by Developer in his sole judgment, subject to the approval of the Township. Any private amenity other than a Unit extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual unsold Unit in future amendments to this Master Deed.

Section 3. Exercise and Assignment by Developer. No person other than the Developer (including the Association and any Co-owner) shall exercise the rights reserved to Developer in this Article VI unless such rights or some portion thereof have been specifically assigned to such person by Developer in a recordable written instrument. Further, such rights shall not be exercised by Developer or any other person except as may be permitted in accordance with the applicable ordinances of the Township of Salem and such specific approvals of the Township, including issuance of building permits, as may be required by law.



Section 4. Amendment of Master Deed and Modification of Percentages of Value. Any exercise of the foregoing convertibility rights shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. All readjustments in percentages of value shall be made so as to provide for equal percentages for all Units.

Section 5. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements or Units as may be necessary to adequately describe, serve and provide access to any Unit or Common Element modified by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, subject to the approval of the Township.

Section 6. Consolidating Master Deed. A Consolidating Master Deed shall, if necessary, be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in accordance with Article III, Section 9, hereof in order to incorporate into one set of instruments all successive stages or modifications of development. The Consolidating Master Deed, if and when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 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 such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units as may be required thereby. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto, subject to the approval of the Township.

ARTICLE VII CONSOLIDATION AND OTHER MODIFICATIONS OF HOMESITES

Notwithstanding any other provision of the Master Deed or the Bylaws, Home sites in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with the ordinances and any required approvals of the Township, Section 48 of the Act and this Article; such changes in the affected Home site or Home sites shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. Exercise by Developer. Developer reserves the sole right during the Construction and Sales Period and, with regard to Home sites owned by Developers,

without the consent of any other Co-owner or any mortgagee of any Home site to take the following action:

(a) Consolidate Home sites; Relocate Home sites. Consolidate under single ownership two or more Home sites which are located adjacent to one another, and relocate any boundaries between adjoining Home sites or elsewhere, subject to the approval of the Township. Such consolidation of Home sites and/or relocation of boundaries of Home sites shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, his successors or assigns, subject to prior approval of the Township.

(b) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Home site or Home sites resulting from such consolidation or relocation or boundaries shall be separately identified by number, when appropriate, and the percentage of value as set forth in Article V hereof for the Home site or Home sites consolidated or as to which boundaries are relocated shall be adjusted when applicable in order to preserve equal percentages of value among home sites and a total value of 100% for the entire Project resulting from such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Home sites and Common Elements in the Condominium Project as so modified. All of the Co-owners and mortgagees of Home sites and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Home sites which Developer or his successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or his 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, subject to the approval of the Township.

Section 2. Limited Common Elements. Any Limited Common Elements which may hereafter be created by amendment to this Master Deed shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the Rights to consolidate or relocate boundaries described in this Article VII, subject to the Ordinances of the Township of Salem.

ARTICLE VIII EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Home site or Common Element encroaches upon another Home site or Common Element due to shifting, settling or moving of a structure, 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 and improvements contained thereof for the continuing maintenance and repair of all utilities in the Condominium.

Section 2. Easement for Maintenance of Home sites, Unit Exteriors and other Appurtenances. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Home sites in the Project, for access to the Home sites and other structures and appurtenances that are constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the terms hereinafter set forth. Each Co-owner shall be responsible for all costs of decoration, maintenance, repair and replacement of his Home site and the residential Unit constructed within his Home site, together with all appurtenances thereto, except as such responsibilities may be undertaken by the Association from time to time on behalf of all Co-owners.

In the event any Co-owner fails to discharge his responsibilities in accordance with the aesthetic, maintenance and architectural standards imposed by the Association and the Condominium Documents, the Association may enter upon the Home site and perform any Co-owner's required decoration, maintenance, repair or replacement responsibilities and assess the costs thereof to the pertinent Co-owner in accordance with the provisions of Article II of the Bylaws.

Section 3. Utility Easements. Developer hereby reserves for the benefit of himself, his successors and assigns, and all future owners of any land adjoining the Condominium or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Utility Easement described in Article III, Section 17, including, but not limited to, electrical, telephone, other telecommunications, water, gas, storm and sanitary sewer mains. Developer acknowledges that the property known as the Taylor Land as described hereinafter in Article VIII, Section 7 has been assigned and granted the right to use the Utility Easement for the benefit of two residential Lots which may be established in the future, said use being subject to the Utility Easement described in Article III, Section 17 and all provisions of the Hidden Meadow Master Deed. In the event the owner(s) of the aforesaid two residential lots, his successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, that person or entity 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.

Developer also reserves for the benefit of himself, his successors and assigns, all future Owners of Home sites in the Condominium and all affected governmental bodies and public utilities, all of the utility easements designated and depicted as such on the Condominium Subdivision Plan whether located upon the Common Elements or within Home sites.

Developer further reserves the right at any time prior to the Transitional Control date to grant easements for utilities over, under and across the Condominium (including the Common Elements and any Home site) to appropriate governmental agencies or public or private utility companies and to transfer title of utilities to state, county or local governments and/or to public or private utility companies. Any such easement or transfer of title may be granted or conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to





this Master Deed and to Exhibit "B" hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Home sites and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

Section 4. Grant of Easements by Association. The Association, acting through its lawfully constituted board of directors (including any board of directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer and the Township so long as the Construction and Sales Period has not expired. No easements created under the Condominium Documents may be modified, or obligations with respect thereto varied, without the consent of each person benefited thereby.

Section 5. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements as may be necessary over the Condominium Premises, including all Home sites and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspection of any Home site and its appurtenances to ascertain that the same have been designed, constructed and maintained in conformity with standards imposed and/or specific approvals granted by the Association and/or the Developer and to take corrective action relative thereto.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted board of directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Home site agreements and to the extent allowed by law, contracts for sharing of any installation of periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, cable, and similar services (collectively "Telecommunications") to the Project or any Home site therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing 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.

Section 7. Easements over Collector Roadway. Hidden Meadow is a community in which the internal roadway providing access to the Home sites is private. Nevertheless, there shall exist, for the benefit of any federal, state or local public authority or any private emergency service agency, perpetual easements for the use by public

vehicles and/or private emergency vehicles of all roadways and access areas in the Condominium Project for the purposes of ingress and egress to provide, without limitation, fire and police protection, water and sewer services, ambulance and rescue services, mail and school bus service and other lawful governmental services and/or private emergency services to the Condominium Project and the Co-owners thereof.

The land north of Hidden Meadow, south of Eight Mile Road and west of the Hidden Meadow private road located in the Township of Salem, County of Washtenaw, State of Michigan, more particularly described as:

A parcel of land in the Northeast Fractional 1/4 of Section 3, Town 1 South, Range 7 East, Salem Township, Washtenaw County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as beginning at a point, said point being the North 1/4 corner of Section 3 and the center line of Eight Mile Road; proceeding thence, from said point of beginning, South 02 degrees 33 minutes 00 seconds East 60.00 feet, along the North and South 1/4 line of Section 3; thence South 86 degrees 59 minutes 40 seconds West 80.50 feet; thence South 03 degrees 21 minutes 27 seconds East 656.54 feet; thence North 86 degrees 38 minutes 33 seconds East 593.78 feet; thence North 26 degrees 01 minutes 01 seconds East 115.21 feet, to a point of curve; thence 89.93 feet, along the arc of a 197.00 feet radius curve to the left, having a central angle of 26 degrees 09 minutes 19 seconds, whose chord measures 89.15 feet and bears North 12 degrees 56 minutes 22 seconds East; thence North 03 degrees 31 minutes 44 seconds West 85.63 feet; thence 44.93 feet along the arc of a 197.00 feet radius curve to the left, having a central angle of 13 degrees 03 minutes 58 seconds, whose chord measures 44.83 feet and bears North 13 degrees 26 minutes 12 seconds West, to a point of tangency for said arc; thence North 19 degrees 58 minutes 11 seconds West 170.27 feet, to a point of curve; thence 75.47 feet along the arc of a 263.00 feet radius curve to the right, having a central angle of 16 degrees 26 minutes 27 seconds, whose chord measures 75.21 feet and bears North 11 degrees 44 minutes 57 seconds West, to a point of tangency for said arc; thence North 03 degrees 25 minutes 24 seconds West 49.54 feet; thence South 86 degrees 59 minutes 40 seconds West 87.46 feet; thence North 03 degrees 00 minutes 20 seconds West 99.79 feet; thence South 87 degrees 00 minutes 50 seconds West 439.32 feet, along the North line of Section 3 and the center line of Eight Mile Road, to the point of beginning, containing 10.002 acres. Subject to the rights of the public over that part used for Eight Mile Road. Subject to a 12 feet wide private/public utility easement being over, under and across the easterly 12 feet of the above described parcel.

(and hereinafter referred to as the "Taylor Land") shall have a perpetual ingress and egress easement on and over the Hidden Meadow private road. The ingress and egress easement shall be used for a maximum of two single family residential houses

only. Each additional residential homeowner using the Taylor Land shall pay a proportionate share of the total general common element expense. The proportionate share shall be the total general common element expense divided by the total number of Hidden Meadow Condominium Lots plus the number of non-condominium homeowners using the road. The general common element expense shall be determined solely by the Hidden Meadow Condominium Association.

Section 8. Easements in Favor of Township. Easements created in favor of the Township of Salem are hereby incorporated by reference as though fully set forth herein.

Section 9. Reserved Right of Developer to Create Additional Easements and Impose Financial Obligations. Developer reserves the right to create additional easements, within any area of future development (if all or some portion thereof is not included within the Condominium) for the benefit of Hidden Meadow as presently established including, without limitation, the right to use park areas, other amenities, roads and walkways and to impose upon the Home sites and co-owners in Hidden Meadow, as presently established, an obligation to share fairly and reasonably the usage and financial support thereof with other occupants of the Area of Future Development. All such financial obligations as may be created pursuant to this provision and other provisions of the Condominium Documents shall be secured by a lien on each Home site in favor of the owner or administrator of such amenities and shall be assessable to and collectible from all Co-owners as general expenses of administration.

Section 10. Washtenaw County Drain Easement. Hidden Meadow shall be subject to a perpetual and permanent easement in favor of the Washtenaw County Drain Commissioner, the Hidden Meadow Drainage District, (collectively referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property described on Exhibit "B" hereto, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

(a) The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with, any type of drainage facilities or storm drains, in any size, form, shape or capacity;

(b) The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit for the purposes identified in subsection (a), above;

(c) No owner in the condominium shall build or convey to others any permission to build any permanent structures on the said easements;

(d) No owner in the condominium shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the said easement;





(e) The grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property;

(f) All owners in the condominium release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise rising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

The rights granted to the Washtenaw County Drain Commissioner, the Hidden Meadow Drainage District, and their successors and assigns, under Article 8, Section 10 of these restrictions may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted there under shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

Section 11. Storm Water Management System Maintenance Plan.

(a) Responsibility for Maintenance

- (1) During construction, it is the Developer's responsibility to perform the maintenance.
- (2) Following construction, it will be the responsibility of Hidden Meadow Condominium Association to perform the maintenance.
- (3) The routine maintenance of the storm water facilities must be completed within 30 days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Washtenaw County Drain Commissioner, or successors. Emergency maintenance (i.e. when there is endangerment to public health, safety or welfare) shall be performed immediately upon receipt of written notice. Should Hidden Meadow Condominium Association fail to act within these time frames, the County or successors may perform the needed maintenance and assess the costs against Hidden Meadow Condominium.

(b) Source of Financing

Hidden Meadow Condominium Association is required to pay for all maintenance activities on a continuing basis.

(c) Maintenance Tasks and Schedule

- (1) See the charts on the next two pages: The first describes maintenance tasks during construction to be performed by the Developer; the second describes maintenance tasks by Hidden Meadow Condominium Association.

- (2) Immediately following construction, the Developer will have the storm water management system inspected by an engineer to verify grades of the detention and filtration areas and make recommendations for any necessary sediment removal.

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION
Components

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Casings	Channels	Outflow Control Structures	Rip-Rap	Filtration Basins	Storm Detention Areas	Wetlands	Emergency Overflow	Schedule
Inspect for sediment accumulation				X	X		X	X			Weekly
Removal of sediment accumulation				X	X		X	X			As needed* & prior to turnover
Inspect for floatables and debris				X	X		X	X			Quarterly
Cleaning of floatables and debris				X	X		X	X			Quarterly & at turnover
Inspection for erosion				X	X		X	X			Weekly
Re-establish permanent vegetation on eroded slopes				X			X	X			As needed & prior to turnover
Replacement of stone					X						As needed*
Mowing				X			X	X			0 to 2 times per year
Inspect structural elements during wet weather and compare to as-built plans (by professional engineer reporting to the developer)				X	X		X	X			Annually and at turnover
Make adjustments or replacements & as determined by pre-turnover inspection				X	X		X	X			As needed



PERMANENT MAINTENANCE TASKS AND SCHEDULE
Components

Tasks	Catch Basin inlet Casings	Ditches & Swales	Outflow Control Structures	Rip-Rap	Filtration Basins	Storm Detention Areas	Wetlands	Emergency Overflow	Schedule
Inspect for sediment accumulation		x	x		x	x			Annually
Removal of sediment accumulation		x	x		x	x			Every 2 years as needed
Inspect for floatables and debris	x	x	x		x	x			Annually
Cleaning of floatables and debris	x	x	x		x	x			Annually
Inspection for erosion		x	x		x	x			Annually
Re-establish permanent vegetation on eroded slopes		x			x	x			As needed
Replacement of stone			x						Every 3-5 years as needed
Clean Streets									Semi- annually
Mowing		x			x	x			0-2 times per year
Inspect storm water system components during wet weather and compare to as-built plans (by professional engineer reporting to Hidden Meadow Condominium Association)	x	x	x	x	x	x	x	x	Annually
Make adjustments or replacements as determined by annual wet weather inspection	x	x	x	x	x	x	x	x	As needed
Keep records of all inspections and maintenance activities and report to Hidden Meadow Condominium Association									Annually
Keep records of all costs for inspections, maintenance and repairs. Reports to Hidden Meadow Condominium Association									





Section 12. Drainage Easement. Hidden Meadow shall be subject to a perpetual and permanent drainage easement in favor of the Association, its officers, directors, agents and designees to those areas depicted on Exhibit "B" hereto. Said easement shall be a permanent feature of Hidden Meadow which will benefit the Owners of all Units.

Each Owner shall be responsible for the continuing preservation and maintenance of any such area located on the Owner's Home site. No Owner shall commit any act or omission which will destroy, impair, hinder or interfere with the drainage areas as depicted on Exhibit "B" hereto. In the event the Owner violates this provision and the Association fails to correct said violation, then the Township shall have the right but not the duty to correct the violation and the Owner and Association shall be jointly and severally liable for the costs and expenses incurred by the Township. The drainage easement cannot be amended or modified without the approval of the Township.

ARTICLE IX AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the Consent of 66 2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Home sites or Common Elements. No Home site dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Home site except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary, upon approval of the Township.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66 2/3% of all first mortgagees of record, allocating one vote for each mortgage held.

Section 3. By Developer. Prior to one year after expiration of the Construction and Sales Period, the Developer may, with the consent of the Township and 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.

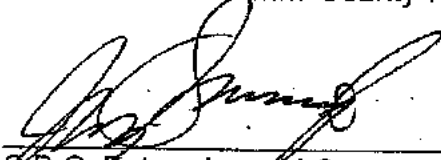
Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Home site be modified without like consent, except as provided in this Master Deed or Bylaws.

Section 5. Termination, Vacation, Renovation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners and 85% of the first mortgagees.

Section 6. Developer Approval. This Master Deed (and Exhibits "A" and "B" hereto) shall not be amended nor shall the provisions thereof be modified by any other amendments to this Master Deed (including Exhibits "A" and "B" hereto) without approval of the Township and the written consent of the Developer so long as the Developer continues to offer any Home site in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of construction of a residence within any Home sites on the land described in Article II hereof as it may be amended from time to time.

**ARTICLE X
ASSIGNMENT**

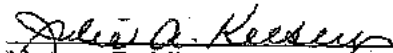
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by him to any other entity or to the Association. Except as otherwise expressly provided herein, no such rights or powers shall be deemed to have been assigned except by a recorded instrument specifically so stating. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Washtenaw County Register of Deeds.



 S.B.G. Enterprises, LLC
 a Michigan Limited Liability Company
 By: John R. Gunnigle
 Its: Member

State of Michigan)
 ss
 County of Wayne)

On this 13 day of Dec, 2005, the foregoing Master Deed was acknowledged before me by S.B.G. Enterprises, LLC, a Michigan Limited Liability Company, by John R. Gunnigle, its Member.



 Notary Public, Wayne County, MI Julie A. Keeseey
 Acting in Wayne County, Michigan
 My Commission Expires: 03/29/08

DRAFTED BY AND WHEN RECORDED RETURN TO:

Eric Colthurst
 9450 S. Main St.
 Plymouth, MI 48170
 (734) 459-7000

Page: 19 of 63
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 Lawrence Kastenbaum, Washtenaw
 L-4532 P-998



EXHIBIT A

HIDDEN MEADOW

BY-LAWS

ARTICLE I

ASSOCIATION OF OWNERS

Hidden Meadow, a residential building site project located in the Township of Salem, Washtenaw County, Michigan, shall be administered by an association of Owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Project in accordance with the Project documents and the laws of the State of Michigan. These By-Laws shall constitute both the By-Laws referred to in the Master Deed and required by Section 3(8) of the Act and the By-Laws provided for under the Michigan Non-Profit Corporation Act. Each Owner shall be entitled to membership, and no other person or entity shall be entitled to membership. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Lot. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Project documents for the Project available at reasonable hours to Owners, prospective purchasers and prospective mortgagees of Lots in the Project. All Owners in the Project and all persons using or entering upon or acquiring any interest in any Lot therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Project documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Project documents and the Act shall be levied by the Association against the Lots and the Owners thereof in accordance with the following provisions:

Section 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 constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of or pursuant to any policy of insurance securing the interest of the Owners against liabilities or

losses arising within, caused by, or connected with the common elements or the administration of the Project shall constitute receipts affecting the administration of the Project within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for contingencies and reserves. 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 periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Board of Directors 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 and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without Owner approval. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Project; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding \$8,000.00 annually for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.



(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the common elements of a cost exceeding \$5,000.00 per year for the entire Project (adjusted for increased in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); (2) assessments to purchase a Lot upon foreclosure of the lien for assessments described in Section 5 hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph (a) 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 sixty percent (60%) of all Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the Members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the percentage of value allocated to each Lot in Article V of the Master Deed. Any other unusual common expenses benefiting less than all of the Lots, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project, or their tenants or invitees, shall be specifically addressed against the Lot or Lots involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Owners in one yearly installment, commencing with acceptance of a deed to or a land contract vendee's interest in a Lot, or with the acquisition of fee simple title to a Lot by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum, plus such additional interest rate surcharge as the Board of Directors shall approve, until the installment is paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by usury laws in the State of Michigan. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for late payment of assessments in addition to such interest.

Each Owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Lot which may be levied while such Owner is the Owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to cost of collection and enforcement of payment,



including actual attorney's fees (not limited to statutory fees); second, to any interest charges and fines for late payment on such installments; third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Lot. No 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 Lot.

Section 5. Enforcement.

(a) 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 Owner in the payment of any installment of the annual assessment levied against his Lot, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to an Owner in default upon seven (7) days written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to utilize any of the general common elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Owner of ingress or egress to and from his Lot. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Lot from the Owner thereof or any persons claiming under him and, if the Lot is not occupied, to lease the Lot and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by referenced for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner of a Lot in the Project acknowledges that, at the time of acquiring title to such Lot, he was notified of the provisions of this subparagraph and that he voluntarily,



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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 Lot.

(c) Notice of Action. Notwithstanding the foregoing, 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 ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at his or their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent lot is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (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: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount of outstanding (exclusive of interest, costs, attorney's fees and future assessments); (4) the legal description of the subject Lot(s); and (5) the name(s) of the Owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expense 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 Owner in default and shall be secured by the lien on his Lot.

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Project documents, the holder of any first mortgage covering any Lot in the Project which acquires title to the Lot 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 Lot (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots, including the mortgaged Lot).

Section 7. Developer's Responsibility for Assessments. The Developer of the Project, although a member of the Association, shall not be responsible at any time for payment of the monthly Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Lots that it owns, including the dwellings and other improvements located thereon, together with 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 Lots in the Project and of the dwellings and other improvements constructed within or appurtenant to the Lots that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Lots owned by the Developer at the time of the expense is incurred to the total number of Lots then in the Project. In no event shall Developer be responsible for payment of an assessment for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments, except with respect to Lots owned by it on which a completed residential dwelling is located. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Lot from the Developer or to finance any litigation. A "complete residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued by the Salem Township.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public authority shall be assessed in accordance with Section 131 of the Act.

Section 9. 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 Project owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Lot 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 pursuant to which the purchaser holds the right to acquire a Lot, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum within the period stated, the Association's lien for assessments as to such Lot shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Lot shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Lot itself to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Lot and the proceeds of the sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 12. Lawsuit Defense Expenses. Any Owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the



Project documents, shall be changeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Project documents, or any disputes, claims or grievances arising among or between the Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, shall be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the general common elements of the Project, carry "all risk" property coverage and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the general common elements of the Project, and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association and the Owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificate of mortgagee endorsements to the mortgagees of Owners.

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(b) 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 appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) Premium Expenses. All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Project shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of all the institutional holders of first mortgages on Lots in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Owner, by ownership of a Lot 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 "all risk" property coverage, vandalism and malicious mischief, liability insurance, fidelity coverage and workmen's compensation insurance, if applicable, pertinent to the Project and the common elements appurtenant thereto, and such insurer as may, from time to time, provide such insurance to the Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Owners and their respective mortgagees, as their interests may appear (subject always to the Project documents), to execute releases on liability, and to execute all documents and to do all things on behalf of such Owner and the Project as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibility of Owners. Each Owner shall be obligated and responsible for obtaining "all risk" property coverage and vandalism and malicious mischief insurance with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his Lot, and for his personal property located therein or thereon or elsewhere on the Project. All such insurance replacement shall be carried by each Owner in an amount equal to the maximum insurable replacement value, excluding foundational and excavation costs. Each Owner also shall be obligated to obtain insurance coverage for his personal liability for his undivided interest as a tenant in common with all other Owners in the common elements, for occurrences within the



perimeter of his Lot or the improvements located thereon, and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefore, shall be as follows:

(a) General Common Elements. If the damaged property is a general common element, the damaged property shall be rebuilt or repaired by the Association unless two-thirds (2/3) of the Owners and two-thirds (2/3) of the institutional holders of mortgages on any Lot in the Project unanimously agree to the contrary, and the Township of Salem consents to such action.

(b) Lot or Improvements Thereon. If the damaged property is a Lot or any improvements thereon, the Owner of such Lot alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Owner shall be responsible for any reconstruction or repair that he elects to make. The Owner shall in any event remove all debris and restore his Lot and the improvements thereon to a clean and slightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed unless the Owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient,



assessment shall be made against all Owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost or repair.

Section 4. Timely Reconstruction and Repair. If damage to the general common elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) Taking of Lot or Improvements Thereon. In the event of any taking of all or any portion of a Lot or any improvements thereon by eminent domain, the award for such taking shall be paid to the Owner of such Lot and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an Owner's entire Lot is taken by eminent domain, such Owner and his mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Project.

(b) Taking of General Common Elements. If there is any taking of any portion of the general common elements, the condemnation proceeds relative to such taking shall be paid to the Owners and their mortgagees in proportion to their respective interest in the common elements, and the affirmative vote of at least two-thirds (2/3) of the Owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Project After Taking. In the event that the Project continues after taking by eminent domain, then the remaining portion of the Project shall be re-surveyed and the Master Deed amended accordingly and, if any Lot shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Lots based upon the continuing value of the Project of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any Owner.

(d) Notification of Mortgagees. In the event any Lot in the Project, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any Lots in the Project, provided that the name and address of each has been provided to the Association.



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

Section 6. Notification of FHLMC. In the event any mortgage in the Project is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefore by FHLMC, the Association shall give it written notice at such address as it may from time to time direct of any loss to or taking of the common elements of the Project if the loss or taking exceeds \$10,000.00 in amount or damage to a Lot covered by a mortgage purchased in whole or in part by FHLMC if such damage exceeds \$1,000.00.

Section 7. Priority of Mortgagee Interests. Nothing contained in the Project documents shall be construed to give an Owner or any other party priority over any rights of first mortgagees of Lots pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Lots and/or common elements.

ARTICLE VI

RESTRICTIONS

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

Section 1. Purpose. The purpose of these restrictions is to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to ensure compliance with all zoning, environmental, and aesthetic ordinances, and to prevent the impairment of the attractive nature of the property, and thereby to secure to each property Owner the full benefit and enjoyment of its real property. These restrictions shall be cumulative to any and all governmental restrictions and regulations applicable to the subject property.

Section 2. Residential Use. No Lot in the project shall be used for other than single-family residential purposes. The common elements shall be used only for purposes consistent with single-family residential use. No prospective purchaser or lessee of real property in this Subdivision shall be discriminated against on the ground of race, creed, sex, age, sexual orientation, marital status or ethnic origin.

Section 3. Building Size and Height. No building or structure shall exceed two stories in height and all buildings or structures shall be constructed within the perimeter of a Lot. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external walls:

- (1) one story/Ranch: 2400 square feet
- (2) one and one half story/Cape Cod: 2800 square feet

(3) two story: 3200 square feet

No part of a single story or ranch structure that is below ground level, including walkout basements, shall be included in computing minimum size requirements.

Section 4. Garages, Driveways and Outbuildings. Garages, porches and breezeways shall not be included in computing minimum size requirements. Garages shall be attached to the residential structure and provide space for parking not less than three full sized automobiles with overhead doors that directly access each parking space. No garage shall have the vehicle entranceway face the street. Carports are expressly forbidden. All driveways shall be constructed of concrete, pavers or asphalt.

Each Lot Owner shall deposit a \$2,000.00 bond with the Association at the time the building permit is issued. The Lot Owner shall complete the driveway within nine (9) months from the date the occupancy permit is issued and upon completion, the Association shall release the \$2,000.00 bond to the Lot Owner. In the event the Lot Owner does not complete the driveway within said nine month time period, the Association shall forfeit the \$2,000.00 bond in addition to any other remedies provided herein.

Any buildings not attached to the residence must be built on continuous solid foundations of poured concrete and must be in conformity both in type and percentage of material, but not windows, with the exterior walls and roof of the residence. Any outbuildings must receive prior approval of the Association.

Section 5. Type of Construction. All construction work shall be done under the direct supervision of a builder licensed by the State of Michigan. The visible exterior walls of any structure built on any Lot in the subdivision shall not consist of any vinyl siding, aluminum siding, T-111 or similar type products. All dwelling structures shall have one or more offsets in the front wall line.

Section 6. Construction Time and Site Work. Construction of dwellings must start within three (3) years after Lot purchase closing date. Lots on which no home has been built shall be mowed to a maximum vegetation height of 10 inches in June and August of each year. The construction time of any dwelling structure shall not exceed one (1) year from the beginning of the construction. All unused building materials, other debris and temporary construction shall be removed from the Subdivision within thirty (30) days of substantial completion of the dwelling. The portion of surface earth that is disturbed by excavation and other construction work shall be finish graded and seeded or sodded within ninety (90) days of the completion of the construction work, unless this deadline cannot be met due to inclement weather or any other act of God.

Section 7. Temporary Structures. No old or used structure of any kind shall be placed upon any Lot. No temporary structure of any character such as a tent, camper, mobile home, trailer, shack, barn, and/or other out-building of any design whatsoever shall



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be erected or placed upon any Lot prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time.

Section 8. Easements. Easements for the installation, maintenance and preservation of public utilities and drainage facilities as shown on the recorded plat including an easement for the installation of underground utilities, are reserved. Each Lot Owner shall maintain the surface area of easements within his property, shall keep the area free of trash and debris and shall take such action as may be necessary to eliminate surface erosion. No structure, plant or other material shall be placed or permitted to remain within these easements which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except as to those improvements for which public authorities or a utility company are responsible.

Section 9. Pets. Subject to the provisions of this Section 9, Owners shall be entitled to keep pets of a domestic nature, such as dogs and house cats that will reside within a dwelling constructed within their Lots. No pet or animal may be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or sanitary conditions. No dog which barks on any frequent or continuing basis shall be kept in any Lot or on the common elements.

In the event an Owner's pet causes unnecessary and unreasonable disturbance or annoyance to other Owners, one or more, and such Owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the Owner keeping the pet, may if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the Owner to remove the pet from his Lot and the Project or impose such other restrictions on the keeping of such pet as are reasonable.

No pet or animal may be permitted to run loose at any time upon the common elements, and any animal shall at all times be leashed and attended by some responsible person while on the common elements. No dog houses or unattended tethering of dogs shall be allowed on any Lot in the Project. No savage or dangerous animal shall be kept, and any Owner who causes any animal to be brought or kept upon the premises 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 such animal on the premises, whether or not the Association has given its permission therefore. Each Owner shall be responsible for collection and disposition of all fecal matter disposed by any pet maintained by such Owner. The Association may, without liability to the Owner thereof, remove or cause to be removed any animal from the Project which 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 such additional reasonable rules and



regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of the Association.

Section 10. Horses and Livestock. No horses or other types of livestock such as sheep, swine, cows, mules or animals of a similar nature are allowed.

Section 11. Nuisances. No business, trade, profession, commercial activity or calling of any kind shall be conducted in any building located on any portion of the property which is apparent or visible to the other Lot Owners or public. Nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

Section 12. Ordinances. All buildings constructed on said premises and the use and occupancy of same shall be subject to the terms and provisions of the ordinances of the Township of Salem as now in effect or as hereinafter amended.

Section 13. Signs. No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder or developer to advertise property or services during the construction and sales period.

Section 14. Swimming Pools. Any swimming pool proposed to be constructed must be approved by the Association. All swimming pools shall be below ground except hot tubs and Jacuzzi tubs.

Section 15. Garbage and Refuse Disposal. All refuse and garbage shall be promptly disposed of so that it will not be objectionable to neighboring property Owners. No outside storage for refuse or garbage or outside incinerator shall be maintained or used. No garbage shall be burned at any time, or placed at any location within the Subdivision except on garbage pick-up day.

Section 16. Antennae. Regular radio or TV antennas, not exceeding eight (8) feet over the roof line may be installed on any Lot. Any radio or television antennae shall be installed on the house and not on a separate pole. Satellite dishes are allowed subject; however, to any Salem Township ordinances and if utilized, must be attached to the house utilizing it and not be visible from the street in front of that house.

Section 17. Motor Vehicles. No motor vehicles or watercraft of any kind shall be parked on a street, driveway or yard for more than one (1) week, in a non-operating or non-licensed condition. Watercraft may not be parked on any street or property for over 48 hours.

No commercial motor vehicle shall be parked on any street, or in any driveway or yard, except for commercial vehicles and machines and equipment required to perform



construction or repair services to the dwelling, or the contents therein, for the period of time necessary and for said construction or repair.

The on-site storage of recreational vehicles such as campers, self-propelled motor homes, snowmobiles, all terrain vehicles, boats and boat trailers which are licensed by the Lot Owner, and in operative condition, shall be permitted if stored in an attached garage or out building as described in Section 4. These types of vehicles must be kept inside of one of these structures when not in use including overnight.

Section 18. Fences. No Owner shall construct, or cause to be constructed, any fence of any nature upon his Lot or the common elements without the prior written approval of the Association. Fences erected to screen patios, enclosed child play areas, tennis courts and fenced dog runs shall be permitted with advance written approval of the Association as to size, location and fencing materials. All dog runs must be attached to the rear of the dwelling to allow direct access from the house, deck or patio. Perimeter fences around swimming pools shall be required to be constructed in accordance with all applicable building codes. Fences shall not be located within the front set-back of the structure to be located on each Lot and shall not exceed four feet in height except around swimming pools and tennis courts. All other fences, including perimeter fences are prohibited. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding snow fencing, plywood fencing, and cyclone fencing, except vinyl clad cyclone fencing used in tennis court applications.

Section 19. Wells and Septic Systems. All wells and septic systems must satisfy the requirements of Washtenaw County which state as follows:

1) Drain field Approval and Condition Table.

LOT	TEST PIT	DEPTH TO SAND (ft)	PUMP SYSTEM	DEEP EXCAVATION REQUIRED	GRADING REQUIRED	ADDITIONAL COMMENTS
1	119, 120	8	YES	NO	YES	
2	122, 135, 136	15, 8, 9	YES	NO	YES	
3	126, 127	8, 10	YES	NO	YES	
4	118, 18	13, 13	YES	NO	YES	
5	128, 129	10, 13	NO	NO	YES	
6	116, 130	8, 8	YES	NO	YES	
7	113, 12	6	YES	NO	YES	
8	112, 131	7, 9	NO	NO	YES	
9	109, 133	14, 13	YES	YES	YES	Test Well :2005-00182
10	107, 108	12, 12	YES	YES	YES	
11	106, 5	13, 13	NO	YES	YES	
12	104, 105	13, 8	YES	NO	YES	
13	102, 103	17, 13	NO	YES	NO	
14	100, 101	13, 13	YES	NO	YES	Test Well: 2005-00183



- 2) All wells must be drilled into a protected aquifer. Wells must be grouted with bentonite. The clay barrier shall be no less than 10 ft in thickness. Wells must be grouted with bentonite through the protecting clay stratum to the top of the screen. Depth of the test wells varied between 116-132 ft below ground surface. If a well cannot be drilled into a protected aquifer either of the following shall apply:
- (i) Provide a minimum of 50 ft submergence. Submergence is measured as the distance from the static water level to the bottom of the casing or top of the screen in an unconfined aquifer, or
 - (ii) All drain fields must be located a minimum of 150 ft from such wells through the protecting clay stratum to the top of the screen.
- 3) All sewage systems and wells must be owned and maintained by individual homeowners.
- 4) Chemical analysis of water from a test well in this development determined an Iron concentration of 0.45 ppm. The maximum recommended secondary standard is 0.3 ppm. Iron may stain laundered goods and plumbing fixtures and impart a bitter taste. It may be necessary to install iron removal equipment to reduce the iron concentration to an acceptable level.
- 5) Chemical analysis of water from a test well in this development determined a total hardness concentration of 380 ppm as calcium carbonate. The maximum recommended standard is 250 ppm. Hardness may cause scaling, plumbing problems, and increased usage of soap and detergent. Softening of the water may result in high sodium concentrations, which should be considered by persons on sodium-restricted diets.
- 6) The grading of the drain field areas as listed in the table titled "Drain field Approval and Conditions" shall be completed in accordance with the approved plans. The engineer shall certify in writing that the grading has been completed prior to issuing any well or septic permits on any of the Lots in this development.
- 7) All drain fields in this development will require a sewage pumping system if the header inverts of the drain fields are located at a higher elevation from the proposed finished floor elevations of the home built on those Lots. Prior to issuing sewage permits on these Lots, the following are required:
- (i) Engineering plans must be submitted to this office for review and approval prior to issuing individual health permits on any of these Lots.
 - (ii) Approvals for the above Lots can be granted on a "tank first" basis, providing that plans are submitted to this office showing all invert elevations, along with the sewer line that supports gravity sewage flow.



- 8) A benchmark must be located within 250' from the proposed drain field location that may require a sewage pump system as listed in the drain field table, item 1 above. The benchmarks must be clearly visible from the drain field and located on the approved final plan with the corresponding USGS elevations.
- 9) Any changes in the location of the approved sewage system, major filling, eroding, excavating, paving, flooding of the investigated area, encroachment of any required isolation distances, or new information regarding the suitability of the site may necessitate further investigation or disapproval of the site.
- 10) If test wells used in the preparation of the hydrogeological study are not to be used as a potable water supply, then they must be properly abandoned in accordance with Part 127, Act 368 of the Groundwater Quality Control Act. Written certification as to the abandonment of these wells by a licensed well driller must be submitted to this office prior to releasing any well or septic permits on any of the units in this development.
- 11) The wells and drain field shall be located in the exact area as indicated on the approved preliminary plat as submitted by Professional Engineering Associates and approved by this office on December 1, 2005.
- 12) There shall be no underground utility lines located within the designated active and reserve septic systems areas.
- 13) Due to low yield wells, this area has been designated a "well first". It is required that before releasing the sewage permit on any given Lot, that a well be drilled which meets Washtenaw County and Michigan Department of Environmental Quality drinking well regulations at the time the well permit is issued.
- 14) All wells in this development shall have a minimum yield of 10 GPM and tested for established safe levels for Nitrates, Arsenic and Coliform Bacteria.
- 15) Items 1-13 above must be recorded in the Master Deed.

Section 20. Trees. Trees shall be planted by Owner after home construction and be in compliance with the Salem Township Tree Ordinance which has been modified by the Salem Township Planning Commission as follows: Each homeowner is to provide five street trees in front of each unit at a spacing of 80' on center to maintain a consistent spacing throughout the development. Where five trees will not fit in front of a unit at 80' on center, the balance of said street trees will be planted within the lots. Street trees are to be of the large deciduous type, such as oak, maple or sycamore. However, ornamental trees may be planted. These trees should be a minimum of 2 inches in diameter measured 4½ feet above the ground when planted.

The following trees are not permitted in the street margins, pedestrian ways, or any other landscaped area required by this Ordinance:



- a. Box elder
- b. Soft maple
- c. American elm
- d. Poplar
- e. Ailanthus (tree of heaven)
- f. Willow

All planted trees shall be nursery grown and shall be sound and healthy at the time of planting. Root systems shall be balled and burlapped or shall be planted by means which will not disturb the root systems. Required trees shall be protected from damage by wind and other elements; guy wires and ropes, where provided, shall not damage bark or break branches. Trees shall be guaranteed by the Lot Owner for one full year after planting, with dead or otherwise unacceptable trees to be replaced by the Lot Owner during the guarantee period.

Landscape plans shall be reviewed and recommended for approval by the appropriate Township consultant and acted upon by the Planning Commission."

Section 21. Tree Ordinance. The preceding Salem Township Tree Ordinance which requires a one year guarantee by the developer shall be assigned to and assumed by each Owner for trees on the Owner's property and by the Hidden Meadow Condominium Association for trees in any common area.

Section 22. Well & Sewage System Location. All wells and Sanitary Sewage Systems must be located within the Unit. The system must be owned and maintained by the individual Owner.

Section 23. Leasing and Rental.

(a) Right to Lease. An Owner may lease his Lot and the improvements thereon for the same purposes set forth in Section 2 of this Article VI. With the exception of a lender in possession of a Lot following a default in a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure, no Owner shall lease less than an entire Lot and the improvements thereon, and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Project documents. The Developer may lease any number of Lots and the improvements thereon in its discretion.

(b) Leasing Procedures. The leasing of Lots and improvements thereon shall conform to the following provisions:

(1) Tenants and non-Owner occupants shall comply with all of the conditions of the Project documents and all leases and rental agreements shall so state.

(2) If the Association determines that the tenant or non-Owner occupant has failed to comply with the conditions of the Project documents, the Association shall take the following action:

(i) The Association shall notify the Owner by certified mail advising of the alleged violation by the tenant.

(ii) The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the 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 Owner and tenant or non-Owner occupant for breach of the conditions of the Project documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages to the common elements caused by the Owner or tenant in connection with the Lot or the project.

(3) When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Lot under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the 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.

Section 24. Architectural Control. No dwelling, structure or other improvement shall be constructed within a Lot or elsewhere within the Project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless plans and specifications therefore containing such detail have been submitted to and approved in writing, and a copy of said plans and specification, as finally approved, lodged permanently with the Developer or the Association. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take

ACS-5689445-DTH-2006-63
Lawrence Kestenbaum, Washتنا02:47 P
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L-4532 P-998

into consideration the suitability of the proposed structure, improvement or modifications, proposed exterior materials (which may include wood, brick and stone, but no cultured stone or brick laminate) and exterior colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed, the location of the dwelling within each Lot, and the degree of harmony thereof with the Project as a whole. No log, panelized, modular, manufactured or any other type of residential housing constructed off-site will be permitted. The purpose of this Section is to assure the continued maintenance of the Project as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Owners. The Developer's rights under this Article may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. The Developer may construct any improvements upon the premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Project documents.

Section 25. Changes in Common Elements. No Owner shall make changes in any of the common elements without the express written approval of the Board of Directors of the Association, and the Township of Salem, if applicable.

Section 26. Activities. No unlawful or offensive activity shall be carried on in any Lot or upon the common elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of the Project. No unreasonably noisy activity shall occur in or on the common elements or in any Lot at any time, and disputes among Owners arising as a result of this provision which cannot be amicably resolved shall be arbitrated by the Association.

Section 27. Landscaping. Basic landscaping, including finish grading, seeding or sodding, must be completed within six (6) months after date of occupancy. The Owner of each Lot shall develop a landscape treatment which will tend to enhance, complement and harmonize with adjacent property. This will be accomplished by saving as much mature tree growth as possible, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No trees exceeding six (6) inches in diameter, four feet above the ground shall be removed or cut, nor shall surface soil be dug or removed from any Lot for purposes other than building and landscaping of said Lot, without the prior written consent of the Developer, or the Association. New planting shall complement and enhance the character of the existing vegetation, topography and structures. Each Owner shall have the responsibility to maintain the grounds of his Lot, including the mowing of grass, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other Owners regarding lack of maintenance of the grounds of a Lot, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the Lot performed as the Board of Directors shall determine as being reasonable, and the charges therefore shall become a lien upon the Lot and collected in the fashion as set forth in Article II of these By-Laws.

Section 28. Common Element Maintenance. Streets and landscaped areas, and driveways shall not be obstructed nor shall they 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 or about the common elements, or they may be removed and disposed of at the discretion of the Association.

Section 29. Owner Maintenance. Each Owner shall maintain his Lot and the improvements thereon in a safe, aesthetically pleasing, clean, and sanitary condition. Each Owner shall also use due care to avoid damaging any of the common elements, including, but not limited to, the telephone, gas, electrical, plumbing, drainage courses or other utility conduits and systems and any other common elements within any Lot which are appurtenant to or which affect any other Lot. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him or his family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be not such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

Section 30. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the construction and sales period, no hedges, trees or substantial plantings or landscaping shall be installed, removed or trimmed until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs, if any, of the Developer during the construction and sales period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right throughout the entire construction and sale period to maintain a sales office, a construction office, model Lots, storage areas, and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer. The Developer shall restore the areas so utilized to habitable status upon termination of use.



(c) Enforcement of By-Laws. 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 Owners and all persons interested in the Project. 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 such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any common elements and/or to do any landscaping required by these By-Laws and to charge the costs thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the construction and sales period notwithstanding that it may no longer own a Lot in the Project, which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these By-Laws.

(d) Limited Warranty on Private Roads. The Developer will pave the private road in Hidden Meadow with asphalt. The one year warranty given by the Developer shall be limited to the asphalt as installed in accordance with the construction standards of the Washtenaw County Road Commission.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Owner who mortgages his Lot shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Lots". The Association may, at the written request of a mortgagee of any such Lot, which shall provide its name and address, and the Lot number or address of the Lot on which it has a mortgage, report any unpaid assessments due from the Owner of such Lot. The Association shall give to the holder of any first mortgage covering any Lot in the Project, which shall have provided the information required, written notification of any default in the performance of the obligation of the Owner of such Lot that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book the name of each company insuring the general common elements against fire, perils covered by extended coverage, and against vandalism and malicious mischief, public liability, and fidelity coverage, and the amount of such coverage to the extent that the Association is obligated by the terms of these By-Laws to obtain such insurance coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Lot in the Project shall be entitled to

receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 4. Notice. Whenever a notice requirement appears in the By-Laws for the benefit of a mortgagee which requires a vote in support of or against a proposal submitted by the Association, the mortgagee shall respond within thirty (30) days of notice of receipt of said notice or the lack of response thereto shall be written approval of the proposal, provided the notice was delivered certified mail, with a return receipt requested.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these By-Laws, each Owner shall be entitled to one vote for each Lot owned.

Section 2. Eligibility to Vote. No 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 Lot in the Project to the Association. Except as provided in Article XI, Section 2 of these By-Laws, no 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 2 of Article IX. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Home sites at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Lot which he owns. If, however, the Developer elects to designate a director (or directors) pursuant to his rights under Article XI, Section 2 (c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer directors.

Section 3. Designation of Voting Representative. Each Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Lot or Lots owned by the Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Project documents to require a greater quorum. The written vote of any person furnished at or prior to any



duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by absentee ballot or other writing specified by the board of Directors which is duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes by absentee ballot or other specified writing must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Meeting 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 Project documents or the laws of the State of Michigan.

Section 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 seventy-five percent (75%) of the Lots in Hidden Meadow have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to nondeveloper Owners of seventy-five percent (75%) in number of all Lots that may be created or forty-eight (48) months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Lot in the Project, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of such meeting shall be set by the Developer or the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Owner. The phrase "Lots that may be created" as used in this paragraph and elsewhere in the Project documents refers

ACS-5659445-DMA-2006-63
Lawrence Kesterbaum, Washtenaw02:47 P
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L-4532 P-998

to the maximum number of Lots which the Developer is permitted under the Project documents to include in the Project.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of May of each succeeding year after the year in which the first annual meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight months after the date of the first annual meeting. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article XI of these By-Laws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each Owner of record at least (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these By-Laws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 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 for the purpose of election (at annual meetings) or special meeting held for the purpose of electing Directors or officers; (g) election of Directors (at annual meeting or special meetings held for such purposes); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.



Section 8. Action Without Meeting. Any action which 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 5 for the giving of notice of meetings of members. Such 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 the 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 accordance therewith. Approval by written ballot shall be constituted by receipt, within the time specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals with equals or exceeds the number of votes which 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.

Section 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 of 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 of a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meetings that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Lot in the Project to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Lots that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) nondeveloper Owners. The Advisory Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the nondeveloper Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the nondeveloper Owners and to aid the transition of control of the Association from the Developer to the other Owners. The Advisory

Committee shall cease to exist automatically when the nondeveloper Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace, at its discretion and at any time, any member of the Advisory Committee who has not been elected thereto by the Owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The first Board of Directors designated by the Developer shall be composed of three (3) persons, and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first annual meeting of members of the Association convened at the time required by Article IX, Section 2. of these By-Laws. At such first annual meeting of members of the Association, the Board of Directors may be increased in size from three (3) persons to five (5) persons. The members of the Board of Directors must be members of the Association or officers, partners, trustee, employees, or agents of members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first nondeveloper Owner to the Board. Elections for nondeveloper Owner Directors shall be held as provided in subsections (b) and (c).

(b) Election of Directors At and After First Annual Meeting.

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Owners of seventy-five percent (75%) in number of the Lots that may be created, the nondeveloper Owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Lots that remain to be created and sold equal at least ten percent (10%) of all Lots that may be created in the Project. When the seventy-five percent (75%) conveyance level is achieved, a meeting of Owners shall be promptly convened to effectuate this provision, even if the first annual meeting has already occurred.

(2) Regardless of the percentage of Lots which have been conveyed, upon the expiration of forty-eight (48) months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Lot in the Project, the nondeveloper Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Lots they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Lots which are owned by the Developer and for which all assessments are payable by the

ACS-5699445-DMA-2006-63
Lawrence Keetenbaum, Esq.02:47 P
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Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the nondeveloper Owners have the right to elect under subsection (2) or if the product of the number of members of the Board of Directors multiplied by the percentage of Lots held by the nondeveloper Owners under subsection (b) results in a right of nondeveloper Owners to elect a fractional number of members to the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nondeveloper Owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (1).

(4) At the first annual meeting of members, three Directors shall be elected for a term of two years and the remaining Directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate, and the three persons receiving the highest number of votes shall be elected for a term of two years and the remaining persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either three or two Directors shall be elected, depending upon the number of Directors whose terms expire. After the first annual meeting, the term of office (except for the possible two Directors elected for one year at the first annual meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Project documents or required thereby to be exercised and done by the Owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Project and the common elements thereof.



- (b) To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, and to impose late charges for nonpayment of said assessments.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements to the common elements after casualty, subject to all of the other applicable provisions of the Project documents.
- (e) To contract for and employ persons, firms, corporation, or other agents to assist in the management, operation, maintenance, and administration of the Project.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property (including any Lot in the Project and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes or obligations of the Association.
- (g) To borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge or the lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of sixty percent (60%) of all of the members of the Association.
- (h) To make rules and regulations in accordance with Article (V, Section 10 of these by-Laws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Project, and to delegate to such committees any function or responsibilities which are not by law or the Project documents required to be performed by the Board.
- (j) To make rules and regulations and/or enter into agreements with institutional lenders the purpose of which are to enable Owners to obtain mortgage loans which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.
- (k) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purpose of the Association.

(l) To assert, defend or settle claims on behalf of all Owners in connection with the common elements of the Project. The Board shall provide at least a ten (10) days written notice to all Owners on actions proposed by the Board with regard thereto.

(m) To enforce the provisions of the Project documents.

Section 5. Management Agent. The Board of Directors may employ a professional management agent for the Association (which may be the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Project documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the transitional control date caused by any reason other than the removal of a Director by a vote of the 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 person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among nondeveloper Owners elected Directors which occur prior to the transitional control date may be filled only through election by nondeveloper Owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 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 fifty percent (50%) in number and in value of all of the Owners and a successor may then there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty percent (30%) requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the nondeveloper 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.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or electronic mail, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given personally, by mail, telephone or electronic mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on with written request of two (2) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meetings.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and 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, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjournment meeting, any business which may 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 thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the transitional control date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for the funds of the Association

furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 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, and a Treasurer. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) 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 shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general perform all duties incident to the office of Secretary.

(d) 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 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 such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board shall hold office at the pleasure of the Board.

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Lawrence Kestenbaum, Washtenaw02:47 P
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L-4532 P-998

Section 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, and his successor elected, at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose. No such removal action may be taking, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditure and receipts of administration and which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts and all other Association records shall be open for inspection by the Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each 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; provided, however, that such auditors need not be certified public accountants nor that such audit be a certified audit. Any institutional holder of a first mortgage lien on any Lot in the Project shall be entitled to receive a copy of such annual audited financial statement with ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such audit and any accounting expenses shall be expenses of administration. If an audited statement is not available, any holder of a first mortgage on a Lot in the Project shall be allowed to have an audited statement prepared at its own expense.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.



Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification,, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such Association. The foregoing right of indemnification shall be in addition to an not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these By-Laws.

Section 3. Voting by Board of Directors. These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of Owners, mortgagees or other interested parties, and to keep these By-Laws in compliance with the Act.

Section 4. Voting by Owners. These By-Laws may be amended by the Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds (2/3) of all Owners. No consent of mortgagees shall be required to amend these By-Laws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds (2/3) of the mortgagees shall be required, with each mortgagee to have one vote for each mortgage held. Consent from the Township of Salem shall be obtained if any public interest is affected. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Owners or based upon the Advisory Committee's decision, the costs of which are expenses of the administration.

Section 5. By Developer. Prior to the first annual meeting of members, these By-Laws must be recorded in the Office of the Washtenaw County Register of Deeds, and they may be amended prior to that meeting by the first Board of Directors upon proposal of amendments by the Developer, without approval from any person, to keep these By-Laws in compliance with the Act and to make such other amendments to these By-Laws as shall not increase or decrease the benefits or obligation or materially affect the rights of any member of the Association.

Section 6. When Effective. Any amendment to these By-Laws shall become effective upon the recording as such amendment in the office of the Washtenaw County Register of Deeds.

Section 7. Binding. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such person actually receive a copy of the amendment.

Section 8. Notice. Eligible mortgage holders, those holders of a first mortgage on a Lot who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Project document.

ARTICLE XVII

COMPLIANCE

The Association and all present or future Owners, 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, as amended, and the mere acquisition, occupancy or rental of any Lot or interest therein or the utilization of or entry upon the premises shall signify that the Project documents are accepted and ratified. In the event the Project document conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

DEFINITIONS

All default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Project documents shall be grounds for relief, which may included, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by an Owner, the Association, of successful, shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Project documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements or into any Lot when reasonably necessary and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Project documents. The Association shall have no liability to any Owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Project documents by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Owners in the same manner as prescribed in Article IX, Section 5 of these By-Laws. Thereafter, fines may be assessed only upon notice to the offending Owners as prescribed in said Article IX, Section 5, and after an opportunity for such Owner to appear before the Board no less than seven (7) days from the date of the alleged violation.

All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty (\$50.00) for the third violation, or One Hundred Dollars (\$100.00) for any subsequent violation.

Section 5. Non-Waiver of Right. The failure of the Association or of any Owner to enforce any right, provision, covenant, or condition which may be granted by the Project documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant, or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Project documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Project Documents. An Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Project documents. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Project documents or the Act.

ARTICLE XIX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Project 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 such 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 such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers reserved by or granted to the Developer or its successors and shall terminate, if not sooner assigned to the Association, at the conclusion of the construction and sale period as defined in Article I of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Project and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to 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 in



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such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XX

SEVERABILITY

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

EXHIBIT "B" TO THE MASTER DEED OF

HIDDEN MEADOW

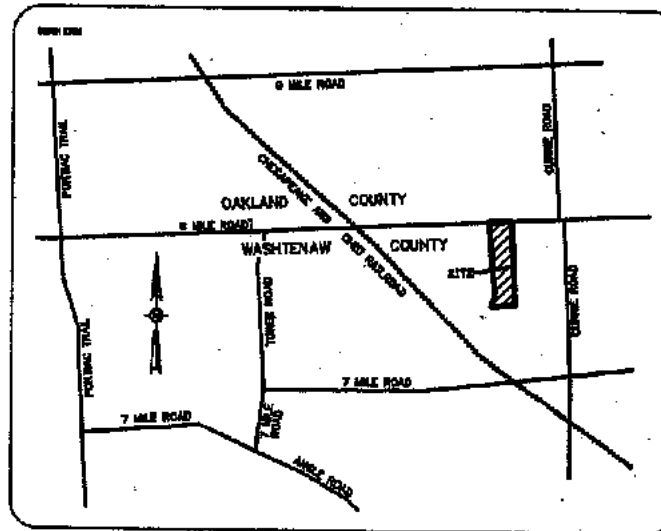
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____

SALEM TOWNSHIP

WASHTENAW COUNTY, MICHIGAN

LEGAL DESCRIPTION

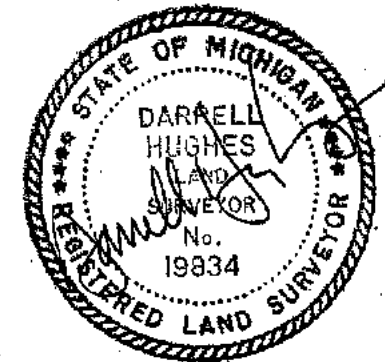
A parcel of land in the Northeast Fractional 1/4 of Section 3, Town 1 South, Range 7 East, Salem Township, Washtenaw County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as beginning at a point on the North line of Section 3 and the center line of Eight Mile Road, said point being distant North 87 degrees 00 minutes 50 seconds East 439.52 feet, along the North line of Section 3 and the center line of Eight Mile Road, from the North 1/4 corner of Section 3; proceeding thence, from said point of beginning, North 87 degrees 00 minutes 50 seconds East 218.14 feet, along the North line of Section 3 and the center line of Eight Mile Road; thence South 03 degrees 31 minutes 36 seconds East 2718.36 feet; thence South 83 degrees 15 minutes 45 seconds West 708.83 feet, along the East and West 1/4 line of Section 3, to the Center of Section 3; thence South 83 degrees 15 minutes 45 seconds West 85.00 feet, along the East and West 1/4 line of Section 3; thence North 02 degrees 53 minutes 17 seconds East 390.15 feet; thence North 03 degrees 21 minutes 27 seconds West 1873.44 feet; thence North 88 degrees 36 minutes 33 seconds East 593.78 feet; thence North 28 degrees 01 minutes 01 seconds East 115.31 feet, to a point of curves; thence 88.83 feet, along the arc of a 187.00 feet radius curve to the left, having a central angle of 28 degrees 08 minutes 18 seconds, whose chord measures 88.15 feet and bears North 12 degrees 58 minutes 22 seconds East; thence North 03 degrees 31 minutes 44 seconds West 54.83 feet; thence 44.03 feet along the arc of a 187.00 feet radius curve to the left, having a central angle of 13 degrees 03 minutes 58 seconds, whose chord measures 44.83 feet and bears North 13 degrees 28 minutes 12 seconds West, to a point of tangency for said arc; thence North 19 degrees 55 minutes 11 seconds West 170.27 feet, to a point of curves; thence 75.47 feet along the arc of a 245.00 feet radius curve to the right, having a central angle of 16 degrees 28 minutes 27 seconds, whose chord measures 75.21 feet and bears North 11 degrees 44 minutes 57 seconds West, to a point of tangency for said arc; thence North 03 degrees 25 minutes 24 seconds West 48.54 feet; thence South 85 degrees 58 minutes 40 seconds West 87.45 feet; thence North 03 degrees 00 minutes 20 seconds West 88.79 feet, to the point of beginning, containing 38.877 acres. Subject to the rights of the public over that part used for Eight Mile Road.



LOCATION MAP:
NO SCALE

SHEET INDEX:

1. COVER SHEET
2. SITE BOUNDARY & TOPOGRAPHY
3. SITE PLAN & SURVEY
4. SITE PLAN & SURVEY
5. UTILITY PLAN
6. UTILITY PLAN



DEVELOPER:

S.B.G. ENTERPRISES, L.L.C.
J. ROBERT GUNNIGLE
21455 CHASE DRIVE
NOW, MI 48376
PHONE: (734) 502-8500

SURVEYOR:

DARRELL HUGHES & ASSOCIATES, INC.
638 S. GRAND AVE.
FOWLERVILLE, MI 48839
PHONE: (517)223-3512

DESIGNER:

PROFESSIONAL ENGINEERING ASSOCIATES, INC.
2800 EAST GRAND RIVER AVENUE
HOWELL, MI 48843
PHONE: (517)948-8583

PROPOSED: 08-14-05 AS BUILT: 11-30-05

COVER

HIDDEN MEADOW
PART OF THE NE 1/4 SECTION 3, T1S, R7E,
SALEM TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

S.B.G. ENTERPRISES, L.L.C.
21455 CHASE DRIVE
NOW, MI 48376
(734) 502-8500



DATE: 11-30-05	BY: J.R.G.	FILE: 11-30-05
DATE: 11-30-05	BY: J.R.G.	FILE: 11-30-05
DATE: 11-30-05	BY: J.R.G.	FILE: 11-30-05

BM # 400
TOP OF 1/2" TRAV IRON
FLUSH WITH GROUND
EL. = 1016.32
N.G.V.D. 1929

BM # 410
TOP OF 1/2" TRAV IRON
FLUSH WITH GROUND
EL. = 1014.25
N.G.V.D. 1929

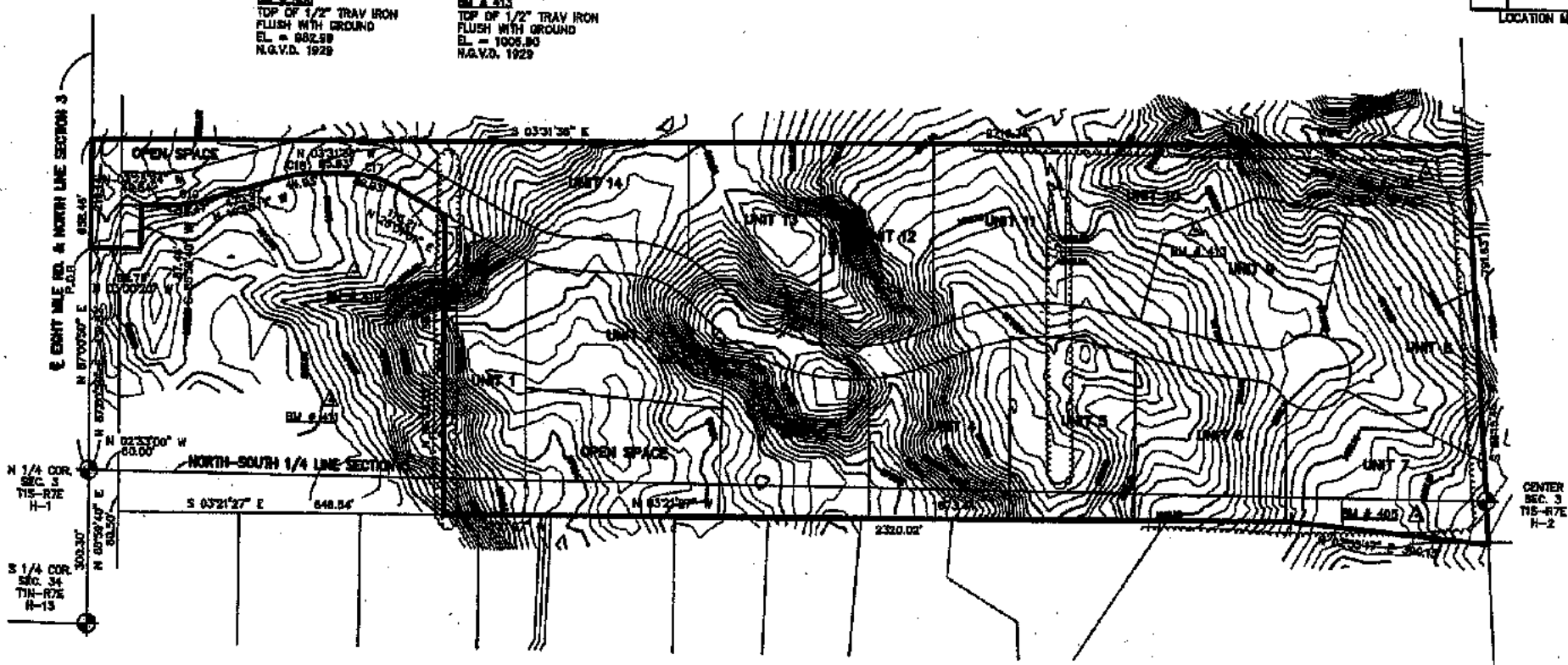
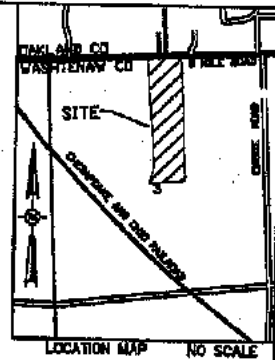
BM # 405
TOP OF 1/2" TRAV IRON
FLUSH WITH GROUND
EL. = 888.40
N.G.V.D. 1929

BM # 411
TOP OF 1/2" TRAV IRON
FLUSH WITH GROUND
EL. = 1014.31
N.G.V.D. 1929

BM # 408
TOP OF 1/2" TRAV IRON
FLUSH WITH GROUND
EL. = 902.59
N.G.V.D. 1929

BM # 413
TOP OF 1/2" TRAV IRON
FLUSH WITH GROUND
EL. = 1006.83
N.G.V.D. 1929

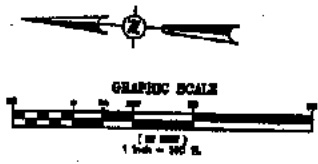
CURVE	DELTA	LENGTH	RADIUS	CH BEARING	CHORD
C17	250°19'	98.87	197.00	N 12°54'29" E	98.15'
C18	133°55'	44.87	197.00	N 33°26'12" W	44.83'
C19	162°27'	75.67	265.00	E 11°46'57" E	75.21'



I, Darrell D. Hughes, Registered Land Surveyor of the state of Michigan, hereby certify:

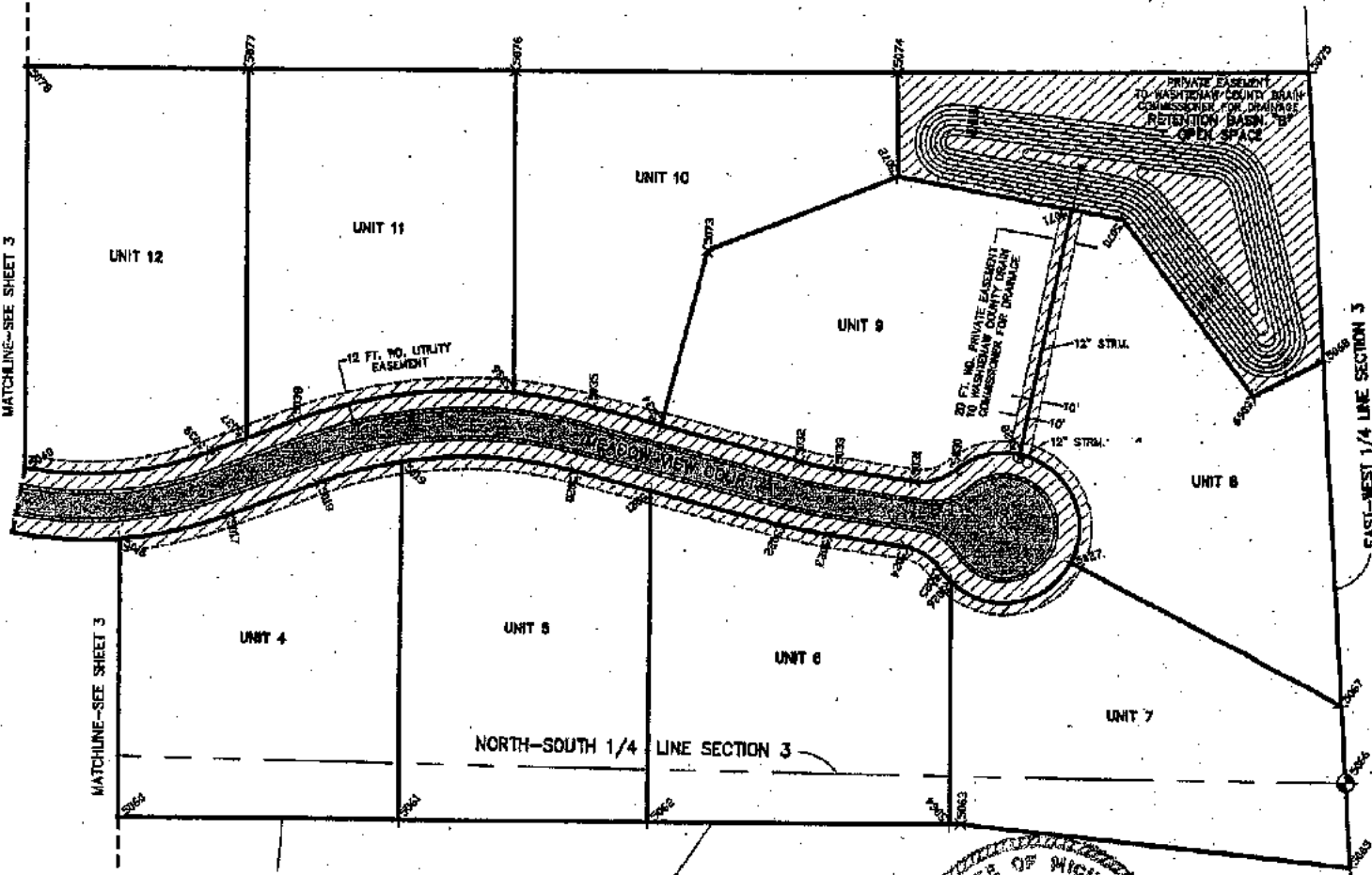
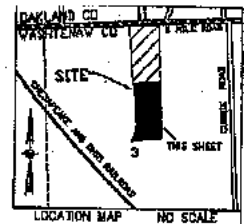
That the subdivision plan known as "Hidden Meadow" County Condominium Plan No. _____ as shown on the accompanying drawings, represents a survey on the ground made under my direction and that there are no existing encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under section 142 of Act No. 59 of the Public Acts of 1975. That the accuracy of this survey is within the limits required by the rules promulgated under section 142 of Act No. 59 of the Public Acts of 1975. That the bearings, as shown, are noted on survey plans as required by the rules promulgated under section 142 of Act No. 59 of the Public Acts of 1975.

Darrell D. Hughes 1-13-06
Darrell D. Hughes, R.L.S. No. 10634 Date:



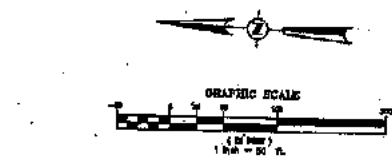
PROPOSED: 08-14-05 AS BUILT: 11-30-05

SITE TOPOGRAPHY & BOUNDARY	
<p>HIDDEN MEADOW PART OF THE NE 1/4 SECTION 3, T18N, R7E, E6E MICHIGAN TOWNSHIP, WASHTENAW COUNTY, MICHIGAN</p> <p>S.S.O. ENTERPRISES, L.L.C. PO BOX 2000 HUNTSVILLE, AL 35894</p>	
<p>DARRELL D. HUGHES, R.L.S. 10634</p>	<p>HUGHES LAND SURVEYORS 10634</p>

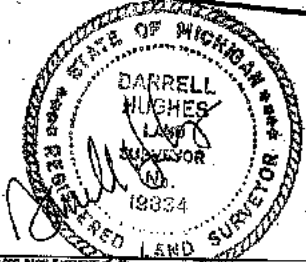


COORDINATE LIST

NO.	NORTHING	EASTING
5016	8327.8988	8182.2344
5017	8119.8002	8163.8640
5018	8033.1058	8232.3776
5019	8254.0828	8438.8928
5020	8782.3184	8281.4016
5021	8705.8293	8245.1364
5022	8518.8930	8220.7654
5023	8519.7270	8274.8914
5024	8482.8210	8507.7184
5025	8417.1188	8187.8168
5026	8404.7878	8174.8431
5027	8288.8404	8201.8065
5028	8348.1531	8308.8033
5029	8387.8280	8232.8861
5030	8400.8177	8287.8081
5031	8447.8769	8273.8802
5032	8583.8867	8205.8247
5033	8524.1520	8271.8981
5034	8500.8500	8312.8320
5035	8789.8821	8326.8706
5036	8848.8881	8334.8804
5037	8707.8001	8271.8163
5038	8595.1091	8292.8005
5039	8144.8037	8433.8170
5040	8328.7281	8281.8285
5041	8205.8122	8488.8513
5042	8233.2118	8428.7789
5043	8286.8340	8417.2368
5044	8378.8822	8438.2448
5045	8380.8833	8434.8004
5046	8480.8277	8418.8870
5047	8000.0000	8000.0000
5048	8008.8782	8078.8882
5049	8048.8083	8417.8838
5050	8117.8455	8377.8742
5051	8289.7815	8444.8149
5052	8316.4679	8550.7988
5053	8484.0281	8673.8383
5054	8481.8474	8488.8364
5055	8481.8489	8478.8580
5056	8482.8428	8751.8118
5057	8488.8487	8483.8442
5058	8130.8688	8337.8154
5059	8350.8819	8423.8889



- LEGEND
- STORM SEWER LINE & MANHOLE
 - ▲— END SECTION
 - CATCH BASIN
 - INLET STRUCTURE
 - LIMITED COMMON ELEMENT
 - ▨ GENERAL COMMON ELEMENT



PEA
PROFESSIONAL
ENGINEERING
ASSOCIATES

PROPOSED: 08-14-08 AS BUILT: 11-30-08

UTILITY PLAN

HIDDEN MEADOW
PART OF THE NE 1/4 SECTION 3, T18N, R7E, N7W
MUSKEG TOWNSHIP, WASHINGTON COUNTY, MICHIGAN

S.B.G. ENTERPRISES, L.L.C.
2405 E. STATE ST.
MUSKEG, MI 49874
(269) 282-8888

DARRELL H. HUGHES, P.E.
1000 W. 4000 ST.
MUSKEG, MI 49874
(269) 282-8888

DATE: 11-30-08
SCALE: 1" = 30'

FILE: 08-378-EX-8209
SHEET: 2 OF 2
PROJECT: 08-378

HUGHES LAND SURVEYORS
DARRELL H. HUGHES, P.E.
1000 W. 4000 ST.
MUSKEG, MI 49874
(269) 282-8888

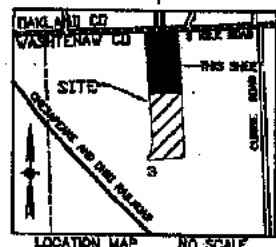
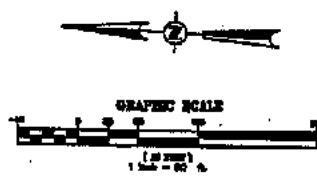
NO.	DATE	DESCRIPTION	BY	CHKD.
1	08-14-08	PROPOSED	DH	PH
2	11-30-08	AS BUILT	DH	PH

Q EIGHT MILE RD. & NORTH LINE SECTION 3

NORTH-SOUTH 1/4 LINE SECTION 3

COORDINATE LIST			COORDINATE LIST		
NO.	NORTHING	EASTING	NO.	NORTHING	EASTING
5000	7782.7048	5318.8160	5043	8716.9005	5403.8078
5001	7883.0924	5321.0483	5044	8835.9858	5403.8078
5002	7887.6389	5408.3883	5045	8921.5073	5403.6308
5003	7838.1829	5411.3467	5046	7188.6068	5326.5672
5004	7884.5497	5425.8913	5047	7277.6581	5384.8845
5005	7404.6158	5404.6139	5048	7368.7745	5380.9942
5006	7380.8129	5405.3306	5049	7427.0543	5348.8468
5007	7275.4440	5405.9981	5050	7587.0602	5408.8830
5008	7188.3367	5460.3354	5081	7742.2448	5477.2218
5009	7083.0233	5430.0008	5082	7735.7381	5471.7830
5010	6950.4574	5364.3180	5083	7784.2318	5538.5478
5011	6818.1283	5350.4813	5084	7784.1208	5534.8567
5012	6838.0948	5337.8076	5085	8901.3133	5097.8501
5013	6716.9008	5337.8076	5086	8912.3675	5083.3896
5014	6578.7836	5378.1287	5087	8988.6788	4848.8401
5015	6518.5628	5298.9128	5088	8958.2479	4898.1528
5016	6227.0888	5102.2348	5089	7088.2491	4837.2382
5017	6138.4982	5128.2225	5090	8329.8122	4888.5613
5041	8838.8142	5393.0127	5078	8350.9818	4823.8980
5042	8594.1882	5378.3817			

- LEGEND**
- STORM SEWER LINE & MANHOLE
 - ▲— END SECTION
 - CATCHBASIN
 - INLET STRUCTURE
 - LIMITED COMMON ELEMENT
 - ▨ GENERAL COMMON ELEMENT



DATE: 10-14-05	DATE: 11-30-05
BY: [Signature]	BY: [Signature]

PEA
PROFESSIONAL
ENGINEERING
ASSOCIATES

PROPOSED: 08-14-05 AS BUILT: 11-30-05

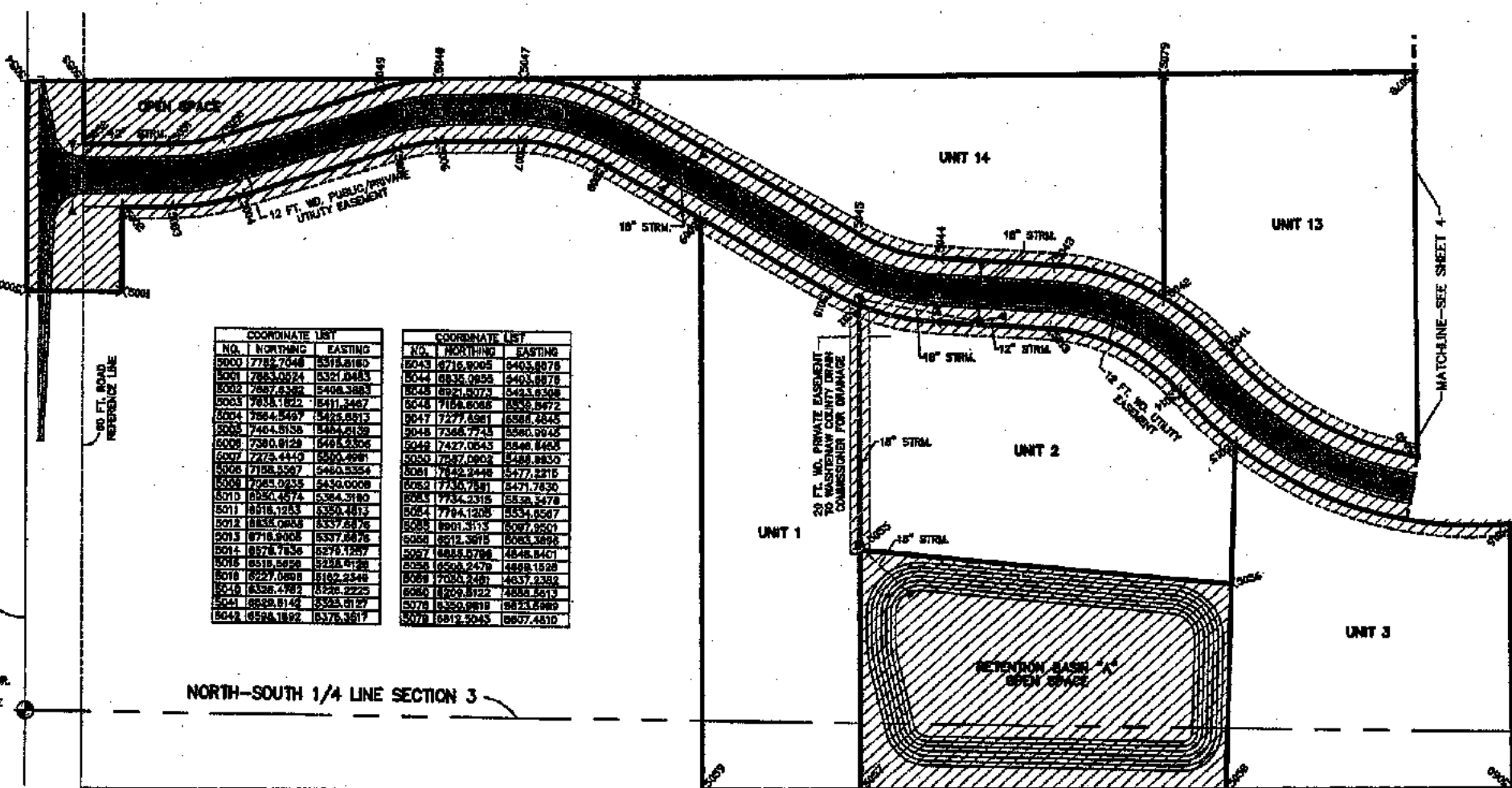
UTILITY PLAN

HIDDEN MEADOW
PART OF THE NE 1/4 SECTION 3, T14, R1E
SALON TOWNSHIP, WASHINGTON COUNTY, MARYLAND

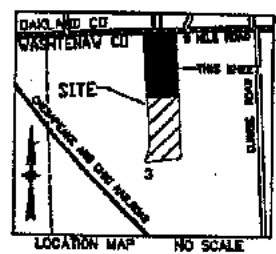
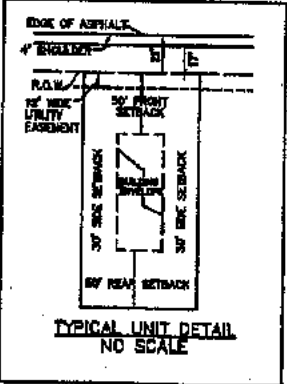
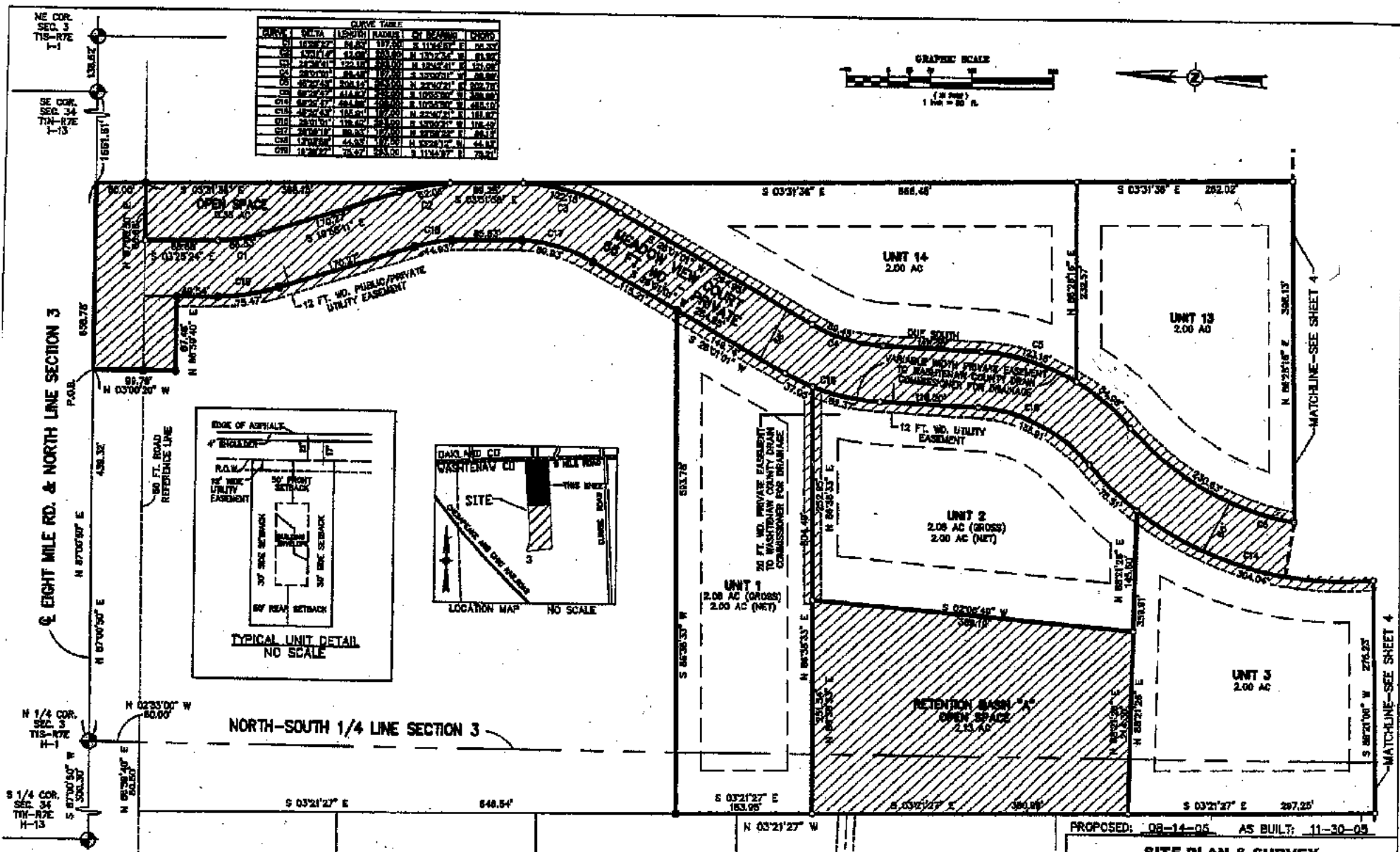
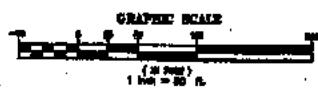
S.B.A. STEVENSON, L.L.C.
3108 CHASE DRIVE
ROCKY HILL, MD 21151
(410) 786-1000

HUGHES
LAND SURVEYORS

WILLIAM & JENNIFER HUGHES
200 SOUTH GARDNER AVENUE
P.O. BOX 101
PARKERSBURG, WV 26101
(206) 333-1111
WV REG. NO. 1000
MD REG. NO. 1000



CURVE	DELTA	LENGTH	RADIUS	CH BEARING	COORDS
C1	168.27	117.20	117.20	S 113.42° E	100.00
C2	132.00	100.00	100.00	N 127.24° W	100.00
C3	132.00	100.00	100.00	N 127.24° W	100.00
C4	132.00	100.00	100.00	N 127.24° W	100.00
C5	132.00	100.00	100.00	N 127.24° W	100.00
C6	132.00	100.00	100.00	N 127.24° W	100.00
C7	132.00	100.00	100.00	N 127.24° W	100.00
C8	132.00	100.00	100.00	N 127.24° W	100.00
C9	132.00	100.00	100.00	N 127.24° W	100.00
C10	132.00	100.00	100.00	N 127.24° W	100.00
C11	132.00	100.00	100.00	N 127.24° W	100.00
C12	132.00	100.00	100.00	N 127.24° W	100.00
C13	132.00	100.00	100.00	N 127.24° W	100.00
C14	132.00	100.00	100.00	N 127.24° W	100.00
C15	132.00	100.00	100.00	N 127.24° W	100.00
C16	132.00	100.00	100.00	N 127.24° W	100.00
C17	132.00	100.00	100.00	N 127.24° W	100.00
C18	132.00	100.00	100.00	N 127.24° W	100.00
C19	132.00	100.00	100.00	N 127.24° W	100.00
C20	132.00	100.00	100.00	N 127.24° W	100.00



Q EIGHT MILE RD. & NORTH LINE SECTION 3
 P.O.B.
 N 87°00'00" E 438.32'
 N 87°00'00" E 698.75'
 N 87°00'00" E 438.32'
 N 87°00'00" E 698.75'
 N 87°00'00" E 438.32'
 N 87°00'00" E 698.75'

NORTH-SOUTH 1/4 LINE SECTION 3

- LEGEND**
- = SET IRON ROD
 - = SET MONUMENT
 - = LIMITED COMMON ELEMENT
 - ▨ = GENERAL COMMON ELEMENT

PROPOSED: 08-14-05 AS BUILT: 11-30-09

SITE PLAN & SURVEY

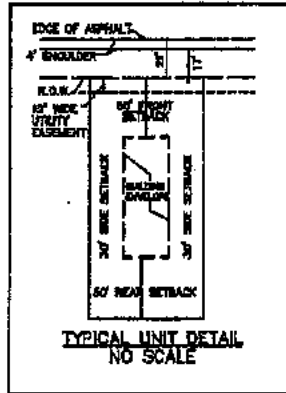
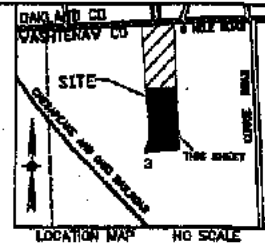
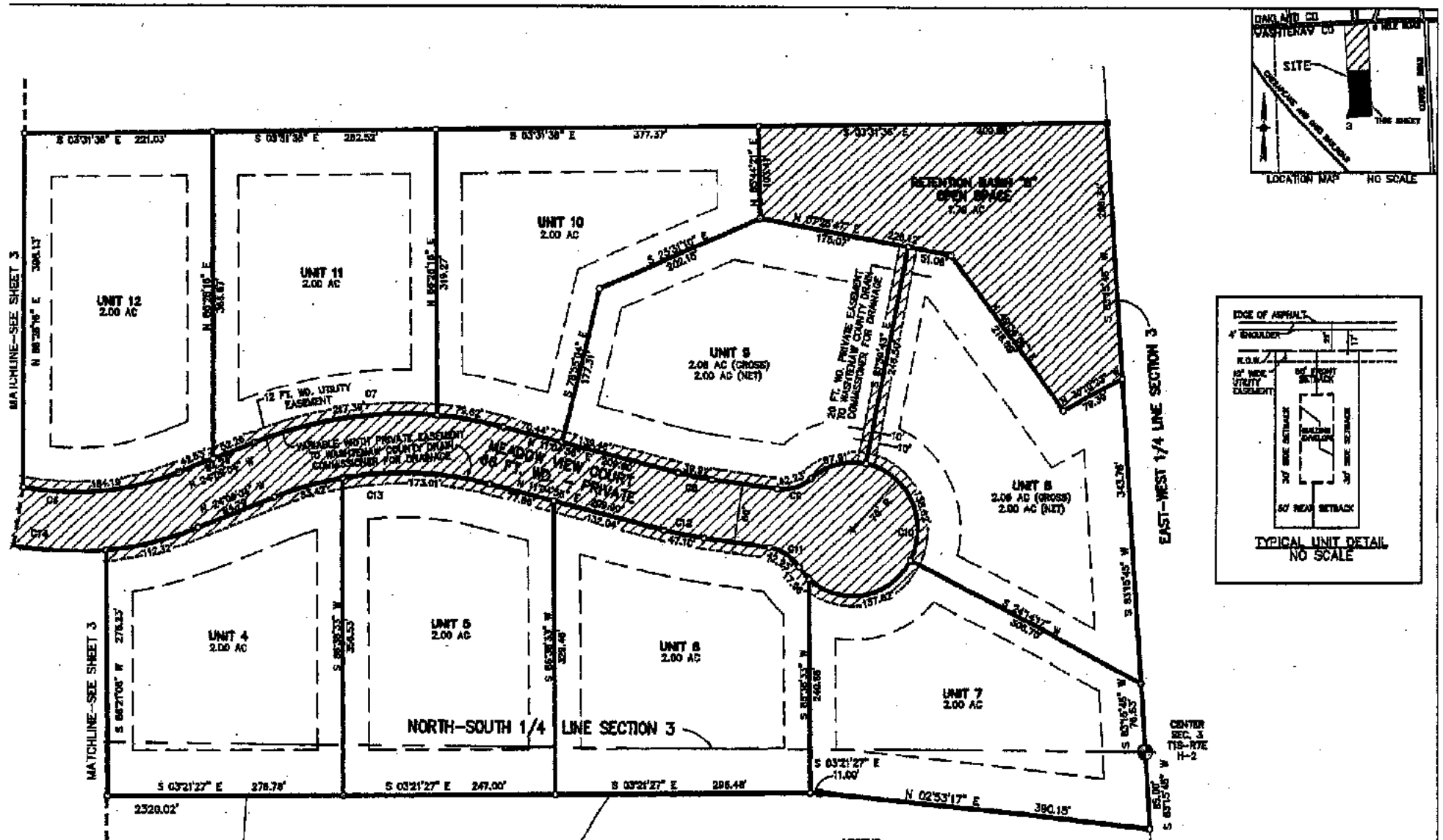
HIDDEN MEADOW
 PART OF THE NE 1/4 SECTION 3, T18, R1E, S10E
 MADISON TOWNSHIP, WASHINGTON COUNTY, MISSOURI

S.R.O. ENTERPRISES, L.L.C.
 STATE ENGINEER
 MO, No. 40779
 (784) 388-4507

HUGHES
 LAND SURVEYORS

DAVID L. HUGHES, L.L.C.
 2000 W. STATE ST. SUITE 100
 ST. LOUIS, MO 63103
 (314) 241-1100

DATE OF SURVEY	FILE NO.
DATE OF PLAN	DATE OF PLAN
DATE OF FIELD WORK	DATE OF FIELD WORK
DATE OF CALCULATION	DATE OF CALCULATION
DATE OF CHECKING	DATE OF CHECKING



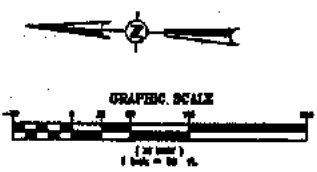
MATCHLINE—SEE SHEET 3

MATCHLINE—SEE SHEET 3

EAST—WEST 1/4 LINE SECTION 3

CENTER SEC. 3 T1S-R7E H-2

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CH BEARING	CHORD
C6	69°28'57"	414.83	242.00	S 10°28'30" W	360.88
C7	241°50°	287.01	485.00	N 08°28'04" W	287.36
C8	61°3'58"	38.82	387.00	S 07°27'58" W	38.80
C9	48°23'40"	42.23	50.00	S 18°20'30" E	43.88
C10	278°47'18"	382.32	75.00	S 88°00'00" E	88.80
C11	48°23'40"	42.23	50.00	N 70°02'30" E	43.88
C12	61°3'58"	42.10	433.00	S 07°27'58" W	47.08
C13	241°50°	258.57	417.00	N 08°28'04" W	252.41
C14	69°28'57"	494.87	408.00	S 10°28'30" W	443.10



- LEGEND**
- = SET IRON ROD
 - = SET MONUMENT
 - = LIMITED COMMON ELEMENT
 - ▨ = GENERAL COMMON ELEMENT

PROPOSED: 08-14-05 AS BUILT: 11-30-05

SITE PLAN & SURVEY

HIDDEN MEADOW
PART OF THE NE 1/4 SECTION 3, T1S, R7E, H-2
HUNTERDON TOWNSHIP, HUNTERDON COUNTY, MICHIGAN

HUGHES LAND SURVEYORS

R.L.G. ENTERPRISES, L.L.C.
1780 QUINN DRIVE
MILL SPRING, MISSOURI 64571
(417) 586-2400

DATE: 08-14-05	BY: R.L.G.
DATE: 11-30-05	BY: R.L.G.
DATE: 08-14-05	BY: R.L.G.
DATE: 11-30-05	BY: R.L.G.