First Amendment
Fenton Orchards Attached Unit Condominium
Genesee Condominium Plan # 275
Master Deed

THIS AMENDMENT to the Master Deed Fenton Orchards Attached Unit Condominium, Genesee Condominium Plan number 275 MASTER DEED is executed on the 9th day of MAY 2003 by M-59, INC., a Michigan Corporation, with primary offices located at 6755 Schultz Road, Alpena, Michigan 49707, and also with offices located at 2850 Fisher Road, Howell, Michigan 4883, and is made in accordance with the Condominium Act, that is, Act 59 of the Public Acts of 1978, as amended.

Expansion of the Condominium for Phase IIA

This Amendment is made for the purpose of **expanding the condominium** in part pursuant to Article VII of the Master Deed for Fenton Orchards Attached Unit Condominium, Genesee Condominium Plan No. 275 recorded as Instrument no. 200109120090790, on 12 September 2001, at 4:45 P.M.

WITNESSETH:

WHEREAS, the Developer desires by recording this ***First Amendment to Master Deed Fenton Orchards Attached Unit Condominium, Genesee Condominium Plan No. 275***, recorded as Instrument no. 200109120090790, on 12 September 2001, at 4:45 P.M., together with Replat No. 1 of the Condominium Subdivision Plan, attached hereto at Exhibit "B", to establish the real property described

herewith, together with the improvements located and to be located thereon, and the appurtenances thereto, as Fenton Orchards Attached Unit Condominium, Genesee Condominium Plan Number 275, under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the First Amendment of Fenton Orchards Attached Unit Condominium as depicted within Exhibit "B", as an expansion of the ***Fenton Orchards Attached Unit Condominium, Genesee Condominium Plan No. 275*** under the Condominium Act and does declare that replat number 1 of ***Fenton Orchards Attached Unit Condominium*** (hereinafter referred to as "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this ***First Amendment to Master Deed Fenton Orchards Attached Unit Condominium, Genesee Condominium Plan Number 275*** and Exhibit attached hereto and Master Deed recorded as Instrument number 200109120090790, date 12 September 2001, time 4:45 P.M., all of which shall be deemed to run with the land shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, their successors, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

By execution and recording of this document the said Master Deed is amended as follows:

ARTICLE II: LEGAL DESCRIPTIONS

Section 1. ***Phase I Fenton Orchards Attached Unit Condominium, Genesee Condominium Plan Number 275, Existing Attached Unit Condominium.*** The legal descriptions for the existing land, easements for ingress/egress, conservation easements, exceptions to conservation easements that was submitted as Fenton Orchards Attached Unit

Condominium, Genesee Condominium Plan Number 275, established by Instrument Number 200109120090790, date 12 September 2001, time 4:45 P.M. (hereinafter referred to as ***Phase I***) is described as,

(a) Legal Description of Existing Fenton Orchards Attached Unit Condominium,

"A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE NORTH LINE OF SAID SECTION 12, S 88°17'59" E, 1253.41 FEET; THENCE N 00°26'55" E, 99.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°26'55" E, 582.52 FEET; THENCE S 88°19'13" E, 277.70 FEET; THENCE S 29°17'11" E, 425.69 FEET; THENCE S 19°13'15" E, 489.23 FEET; THENCE S 82°59'32" W, 190.80 FEET; THENCE N 34°19'08" W, 177.83 FEET; THENCE S 69°22'28" W, 256.17 FEET; THENCE N 60°05'03" W, 82.34 FEET; THENCE N 15°21'53" W, 191.28 FEET TO THE POINT OF BEGINNING, CONTAINING 8.56 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED."

(b) Legal Descriptions for a sixty six (66) foot wide private easement for ingress, egress, and public utilities being subject to the rights of the public, also being subject to easements and restrictions of record, if any, and including a grant of reciprocal easement to the adjoining development of Fenton Orchards Home Site Condominium and all of its co-owners and residents, together with a twelve (12) foot easement on either side for the above referenced easements, and is described herein as:

- ***Butternut Court.*** The Butternut Court easement is described as follows:

BUTTERNUT COURT EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12: THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.: THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET: THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET: THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET TO THE CENTERLINE OF PRINCEWOOD DRIVE: THENCE ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 21 MINUTES 57 SECONDS WEST, 53.37 FEET TO THE CENTERLINE OF BOLDREY DRIVE: THENCE ALONG SAID CENTERLINE SOUTH 17 DEGREES 32 MINUTES 52 SECONDS EAST, 286.17 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 29 MINUTES 05 SECONDS WEST, 251.23 FEET: AND SOUTH 24 DEGREES 31 MINUTES 02 SECONDS WEST, 183.56 FEET: AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 301.10 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 00 MINUTES 52 SECONDS WEST, 240.15 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS EAST, 251.90 FEET: AND SOUTH 05 DEGREES 38 MINUTES 45 SECONDS EAST, 78.85 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1021.54 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 05 DEGREES 32 MINUTES 51 SECONDS WEST, 396.60 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 282.00 WITH A CHORD BEARING AND DISTANCE OF SOUTH 32

DEGREES 42 MINUTES 46 SECONDS WEST, 155.20 FEET: AND SOUTH 48 DEGREES 41 MINUTES 06 SECONDS WEST, 339.68 FEET TO THE CENTERLINE OF BUTTERNUT COURT AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT ALONG THE CENTERLINE OF BUTTERNUT COURT: THENCE ALONG SAID CENTERLINE SOUTH 48 DEGREES 41 MINUTES 06 SECONDS WEST, 303.80 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 72 DEGREES 24 MINUTES 11 SECONDS WEST, 152.70 FEET: AND NORTH 88 DEGREES 12 MINUTES 31 SECONDS WEST, 291.93 FEET TO THE CENTER OF A 70.00 FOOT RADIUS EASEMENT WHICH IS THE POINT OF ENDING;

- *Cloverdale Drive.* The Cloverdale Drive easement is described as follows:

CLOVERDALE DRIVE EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12: THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.: THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET: THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET: THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET TO THE CENTERLINE OF PRINCEWOOD DR.: THENCE ALONG SAID CENTERLINE ALONG ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 21 MINUTES 57 SECONDS WEST, 53.37 FEET TO THE CENTERLINE OF BOLDREY DRIVE: THENCE ALONG THE CENTERLINE OF BOLDREY DRIVE SOUTH 17 DEGREES 32

MINUTES 52 SECONDS EAST, 286.17 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 29 MINUTES 05 SECONDS WEST, 251.23 FEET: AND SOUTH 24 DEGREES 31 MINUTES 02 SECONDS WEST, 183.56 FEET: AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 301.10 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 00 MINUTES 52 SECONDS WEST, 240.15 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS EAST, 251.90 FEET: AND SOUTH 05 DEGREES 38 MINUTES 45 SECONDS EAST, 78.85 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1021.54 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 17 MINUTES 36 SECONDS EAST, 83.86 FEET TO A POINT ON THE CENTERLINE OF CLOVERDALE DRIVE AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT: THENCE ALONG SAID CENTERLINE SOUTH 89 DEGREES 13 MINUTES 06 SECONDS EAST, 114.47 FEET TO THE POINT OF ENDING;

- *Apple Blossom Boulevard.* The Apple Blossom Boulevard easement is described as follows:

APPLE BLOSSOM BOULEVARD EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12: THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO THE CENTERLINE OF FENTON RD.: THENCE ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1060.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 29 DEGREES 46 MINUTES 37 SECONDS WEST, 335.35 FEET: AND SOUTH 38 DEGREES 52

MINUTES 42 SECONDS WEST, 186.86 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14.654 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 20 MINUTES 56 SECONDS WEST, 240.59 FEET TO THE CENTERLINE OF APPLE BLOSSOM BOULEVARD AND THE POINT OF BEGINNING OF A 50 FOOT WIDE EASEMENT ALONG THE SOUTH SIDE OF THE CENTER LINE OF APPLE BLOSSOM BOULEVARD: THENCE SOUTH ALONG SAID CENTERLINE 49 DEGREES 03 MINUTES 04 SECONDS EAST 261.92 FEET TO THE POINT OF ENDING;

- *Princewood Drive*. The Princewood Drive easement is described as follows:

PRINCEWOOD DRIVE EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12, THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.: THENCE CONTINUING SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET: THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET: THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET: TO THE CENTERLINE OF PRINCEWOOD DRIVE AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT: THENCE ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 29 MINUTES 27 SECONDS WEST, 128.43 FEET: AND SOUTH 73 DEGREES 13 MINUTES 21 SECONDS WEST, 407.93 FEET: AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 58 DEGREES 53 MINUTES 58 SECONDS WEST, 136.13 FEET: AND SOUTH 42 DEGREES 31 MINUTES 28 SECONDS WEST 639.75 FEET: THENCE ALONG A CURVE

TO THE LEFT HAVING A RADIUS OF 316.46 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 40 MINUTES 49 SECONDS WEST 328.44 FEET: AND SOUTH 21 DEGREES 34 MINUTES 46 SECONDS 106.23 FEET: AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 30 DEGREES 17 MINUTES 27 SECONDS EAST 75.73 FEET: AND SOUTH 39 DEGREES 00 MINUTES 09 SECONDS EAST 121.67 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 25 DEGREES 16 MINUTES 36 SECONDS EAST 118.64 FEET: AND SOUTH 11 DEGREES 33 MINUTES 04 SECONDS EAST 81.20 FEET: AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 246.81 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 41 MINUTES 10 SECONDS EAST 177.99 FEET: AND SOUTH 53 DEGREES 49 MINUTES 18 SECONDS EAST 330.84 FEET: AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 55 MINUTES 55 SECONDS EAST 91.22 FEET: AND SOUTH 26 DEGREES 02 MINUTES 32 SECONDS EAST 160.68 FEET TO THE POINT OF ENDING;

- *Boldrey Drive*. The Boldrey Drive easement is described as follows:

BOLDREY DRIVE EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN; COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET; THENCE SOUTH 15 DEGREES 21

MINUTES 53 SECONDS EAST, 244.41 FEET TO THE CENTERLINE OF PRINCEWOOD DRIVE; THENCE ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 22 MINUTES 57 SECONDS WEST, 53.37 FEET TO THE CENTERLINE OF BOLDREY DRIVE AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT; THENCE ALONG SAID CENTERLINE SOUTH 17 DEGREES 32 MINUTES 52 SECONDS EAST, 286.17 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 29 MINUTES 05 SECONDS WEST, 251.23 FEET; AND SOUTH 24 DEGREES 31 MINUTES 02 SECONDS WEST, 183.56 FEET; AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 301.10 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 00 MINUTES 52 SECONDS WEST, 240.15 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS EAST, 251.90 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS WEST, 251.90 FEET; AND SOUTH 05 DEGREES 38 MINUTES 45 SECONDS EAST, 78.85 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1021.54 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 05 DEGREES 32 MINUTES 51 SECONDS WEST, 396.60 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 282.00 WITH A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 42 MINUTES 46 SECONDS WEST, 155.20 FEET; AND SOUTH 48 DEGREES 41 MINUTES 06 SECONDS WEST, 339.68 FEET TO THE POINT OF ENDING.

(c) *Conservation Easements.* There shall be Proposed Conservation Easements for some of the wetlands and natural areas within

this development that shall be off limits to all persons without exceptions and subject to penalties and fines by the State of Michigan, Department of Environmental Quality (MDEQ). As these easements and areas are subject to a separate agreement between Developer and the MDEQ, the nature and extent and restrictions regarding same are subject to change immediately following the recording of this document. The current proposed Conservation Easements are described as follows,

PART "A" OF CONSERVATION EASEMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION, THENCE ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION N 87 DEGREES 33 MINUTES 48 SECONDS W, 1378.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST-WEST QUARTER LINE, N 87 DEGREES 33 MINUTES 48 SECONDS W, 126.63 FEET; THENCE N 07 DEGREES 47 MINUTES 15 SECONDS E, 95.94 FEET; THENCE N 49 DEGREES 14 MINUTES 31 SECONDS W, 54.62 FEET; THENCE N 12 DEGREES 20 MINUTES 38 SECONDS W, 61.10 FEET; THENCE N 41 DEGREES 54 MINUTES 21 SECONDS E, 113.34 FEET; THENCE N 10 DEGREES 08 MINUTES 51 SECONDS E, 104.56 FEET; THENCE N 32 DEGREES 07 MINUTES 12 SECONDS W, 43.71 FEET TO A POINT ON THE SOUTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID SOUTH LINE, N 48 DEGREES 40 MINUTES 59 SECONDS E, 50.80 FEET AND ALONG A CURVE TO THE LEFT HAVING RADIUS 315.00 FEET, CENTRAL ANGLE 19 DEGREES 28 MINUTES 34 SECONDS, ARC LENGTH 107.08 FEET, CHORD BEARING N 38 DEGREES 56 MINUTES 45 SECONDS E, 106.56 FEET; THENCE N 87 DEGREES 16 MINUTES 24 SECONDS E, 116.81 FEET; THENCE N 33 DEGREES 50 MINUTES 52 SECONDS E, 71.67 FEET;

THENCE N 11 DEGREES 17 MINUTES 21 SECONDS E, 216.45 FEET; THENCE N 00 DEGREES 01 MINUTES 58 SECONDS E, 70.95 FEET TO A POINT ON THE SOUTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID SOUTH LINE ALONG A CURVE TO THE RIGHT HAVING RADIUS 197.00 FEET, CENTRAL ANGLE 23 DEGREES 15 MINUTES 24 SECONDS, ARC LENGTH 79.96 FEET, CHORD BEARING S 77 DEGREES 35 MINUTES 27 SECONDS E, 79.42 FEET; THENCE S 06 DEGREES 07 MINUTES 17 SECONDS E, 71.15 FEET; THENCE S 19 DEGREES 32 MINUTES 56 SECONDS E, 111.44 FEET; THENCE S 47 DEGREES 31 MINUTES 57 SECONDS E, 150.90 FEET; THENCE N 58 DEGREES 12 MINUTES 11 SECONDS E, 38.03 FEET TO THE SOUTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID WEST LINE ALONG A CURVE TO THE LEFT HAVING RADIUS 263.00 FEET; CENTRAL ANGLE 31 DEGREES 54 MINUTES 56 SECONDS, ARC LENGTH 146.50 FEET, CHORD BEARING S 55 DEGREES 39 MINUTES 41 SECONDS E, 144.61 FEET; THENCE S 22 DEGREES 29 MINUTES 44 SECONDS W, 118.43 FEET; THENCE S 57 DEGREES 28 MINUTES 48 SECONDS W, 232.92 FEET; THENCE S 15 DEGREES 30 MINUTES 37 SECONDS W, 142.16 FEET; THENCE S 45 DEGREES 16 MINUTES 10 SECONDS W, 48.60 FEET; THENCE S 89 DEGREES 50 MINUTES 16 SECONDS W, 164.01 FEET; THENCE S 21 DEGREES 57 MINUTES 51 SECONDS W, 339.09 FEET; THENCE S 15 DEGREES 44 MINUTES 36 SECONDS E, 61.37 FEET TO THE POINT OF BEGINNING, CONTAINING 7.53 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED

PART "B" OF CONSERVATION EASEMENT

A PART OF THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12 OF SAID TOWNSHIP T5N-R6E, THENCE ALONG THE EAST LINE OF SAID SECTION 12 N 00 DEGREES 11 MINUTES 18 SECONDS E, 2695.36 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1, N 00 DEGREES 05 MINUTES 01 SECOND W, 682.98 FEET; THENCE N 88 DEGREES 19 MINUTES 13 SECONDS W, 1080.24 FEET TO THE POINT OF BEGINNING; THENCE S 47 DEGREES 02 MINUTES 44 SECONDS E, 59.59 FEET; THENCE S 24 DEGREES 45 MINUTES 44 SECONDS E, 122.87 FEET; THENCE S 55 DEGREES 38 MINUTES 57 SECONDS W, 140.48 FEET; THENCE N 39 DEGREES 10 MINUTES 48 SECONDS W, 77.39 FEET; THENCE N 27 DEGREES 05 MINUTES 01 SECOND W, 197.84 FEET; THENCE S 88 DEGREES 19 MINUTES 13 SECONDS E, 159.93 FEET TO THE POINT OF BEGINNING, CONTAINING 0.78 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED

PART "C" OF CONSERVATION EASEMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE EAST LINE OF SAID SECTION N 00 DEGREES 11 MINUTES 18 SECONDS E, 2189.24 FEET TO THE POINT OF BEGINNING; THENCE N 61 DEGREES 31 MINUTES 56 SECONDS W, 89.69 FEET; THENCE N 39 DEGREES 52 MINUTES 24 SECONDS W, 224.34 FEET; THENCE S 32 DEGREES 09 MINUTES 30 SECONDS W, 80.11 FEET; THENCE S 44 DEGREES 28 MINUTES 03 SECONDS W, 224.01 FEET; THENCE S 76 DEGREES 55 MINUTES 36 SECONDS W, 217.30 FEET;

THENCE S 60 DEGREES 17 MINUTES 51 SECONDS W, 245.98 FEET; THENCE S 11 DEGREES 40 MINUTES 14 SECONDS W, 169.57 FEET; THENCE S 05 DEGREES 54 MINUTES 56 SECONDS E, 163.76 FEET; THENCE S 17 DEGREES 37 MINUTES 49 SECONDS E, 187.60 FEET; THENCE S 01 DEGREE 09 MINUTES 13 SECONDS E, 160.44 FEET; THENCE S 46 DEGREES 07 MINUTES 01 SECOND W, 158.21 FEET; THENCE N 56 DEGREES 47 MINUTES 18 SECONDS W, 138.05 FEET; THENCE S 50 DEGREES 42 MINUTES 42 SECONDS W, 81.19 FEET TO A POINT ON THE NORTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT HAVING RADIUS 263.00 FEET, CENTRAL ANGLE 17 DEGREES 03 MINUTES 49 SECONDS, ARC LENGTH 78.33 FEET, CHORD BEARING N 80 DEGREES 41 MINUTES 14 SECONDS W, 78.04 FEET; THENCE N 08 DEGREES 38 MINUTES 34 SECONDS W, 165.89 FEET; THENCE N 43 DEGREES 31 MINUTES 58 SECONDS W, 93.21 FEET; THENCE N 30 DEGREES 36 MINUTES 12 SECONDS W, 102.98 FEET; THENCE N 14 DEGREES 23 MINUTES 48 SECONDS E, 381.35 FEET; THENCE N 60 DEGREES 02 MINUTES 47 SECONDS E, 148.50 FEET; THENCE N 27 DEGREES 38 MINUTES 46 SECONDS E, 310.20 FEET; THENCE N 00 DEGREES 36 MINUTES 33 SECONDS W, 256.76 FEET; THENCE N 36 DEGREES 02 MINUTES 41 SECONDS W, 175.63 FEET; THENCE N 14 DEGREES 14 MINUTES 42 SECONDS E, 280.38 FEET; THENCE N 18 DEGREES 59 MINUTES 00 SECONDS W, 95.87 FEET; THENCE N 36 DEGREES 35 MINUTES 04 SECONDS W, 53.14 FEET; THENCE N 53 DEGREES 50 MINUTES 52 SECONDS E, 118.93 FEET; THENCE S 17 DEGREES 08 MINUTES 17 SECONDS E, 231.52 FEET; THENCE S 35 DEGREES 52 MINUTES 51 SECONDS E, 176.28 FEET; THENCE S 26 DEGREES 54 MINUTES 34 SECONDS E, 145.18 FEET; THENCE S 72 DEGREES 57 MINUTES 44 SECONDS E, 282.84 FEET; THENCE S 53 DEGREES 27 MINUTES 58 SECONDS E, 152.95 FEET; THENCE N 47

DEGREES 48 MINUTES 41 SECONDS E, 88.12 FEET; THENCE N 70 DEGREES 22 MINUTES 00 SECONDS E, 71.81 FEET; THENCE S 76 DEGREES 06 MINUTES 57 SECONDS E, 176.78 FEET; THENCE N 50 DEGREES 11 MINUTES 40 SECONDS E, 24.04 FEET TO A POINT ON SAID EAST LINE OF SAID SECTION 12; THENCE ALONG SAID EAST LINE OF SECTION 12; S 00 DEGREES 11 MINUTES 18 SECONDS W, 375.56 FEET TO THE POINT OF BEGINNING, CONTAINING 18.93 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED

(d) ***Exceptions to Conservation Easements.*** There shall be specifically designated Exceptions to Conservation Easements within this development that shall permit limited access for ingress and egress to all co-owners or residents. These Exceptions to Conservation Easements are subject to change immediately following the recording of this document. The current proposed Exceptions to Conservation Easements are described as follows,

EXCEPTION "A" TO CONSERVATION EASEMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE EAST LINE OF SAID SECTION N 00 DEGREES 11 MINUTES 18 SECONDS E, 1128.09; THENCE N 89 DEGREES 48 MINUTES 42 SECONDS W, 1088.84 FEET TO THE POINT OF BEGINNING; THENCE N 78 DEGREES 33 MINUTES 35 SECONDS W, 84.60 FEET; THENCE N 02 DEGREES 16 MINUTES 46 SECONDS W, 165.56 FEET; THENCE S 76 DEGREES 08 MINUTES 30 SECONDS E, 126.92 FEET; THENCE S 12 DEGREES 31 MINUTES 17 SECONDS W,

155.51 FEET TO THE POINT OF BEGINNING, CONTAINING 0.38 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT OT ALL RESTRICTION, RECORDED OR UNRECORDED

EXCEPTION "B" TO CONSERVATION EASEMENT

A PART OF THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12 OF SAID TOWNSHIP T5N-R6E, THENCE ALONG THE EAST LINE OF SAID SECTION 12, N 00 DEGREES 11 MINUTES 18 SECONDS E, 2695.36 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1, N 00 DEGREES 05 MINUTES 01 SECONDS W, 682.98 FEET; THENCE N 88 DEGREES 19 MINUTES 13 SECONDS W, 1080.24 FEET; THENCE S 47 DEGREES 02 MINUTES 44 SECONDS E, 59.59 FEET; THENCE S 24 DEGREES 45 MINUTES 43 SECONDS E, 72.87 FEET TO THE POINT OF BEGINNING; THENCE S 24 DEGREES 45 MINUTES 44 SECONDS E, 50.00 FEET; THENCE S 19 DEGREES 56 MINUTES 02 SECONDS E, 87.07 FEET; THENCE S 17 DEGREES 08 MINUTES 17 SECONDS E, 50.00 FEET; THENCE S 52 DEGREES 19 MINUTES 14 SECONDS W, 102.30 FEET; THENCE N 36 DEGREES 12 MINUTES 23 SECONDS W, 187.95 FEET; THENCE N 55 DEGREES 50 MINUTES 39 SECONDS E, 153.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.55 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT O ALL RESTRICTIONS, RECORDED OR UNRECORDED

Section 2. ***Phase IIA* Fenton Orchards Attached Unit Condominium,**

Genesee Condominium Plan Number 275, Proposed Attached Unit Condominium. Proposed Phase IIA of Fenton Orchards Attached Unit Condominium consists of land and easements, which consist of the following legal descriptions for lands and legal descriptions for easements, subject to amendment. The land that is hereby submitted to the Condominium established by this Amendment to the Master Deed of Fenton Orchards Attached Unit Condominium, is particularly described as follows:

(a) Legal Description for the Land to be Submitted to this Condominium,

> "A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
>
> COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE NORTH LINE OF SAID SECTION 12, S 88°17'59" E, 1253.41 FEET; THENCE N 00°26'55" E, 682.37 FEET; THENCE S 88°19'13" E, 277.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 88°19'13" E, 1142.74 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 1; THENCE ALONG SAID EAST LINE, S 00°05'01" W, 682.98 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE S 63°13'25" W, 385.49 FEET; THENCE N 78°59'44" W, 351.45 FEET; THENCE S 82°59'32" W, 83.44 FEET; THENCE N 19°13'15" W, 489.23 FEET; THENCE N 29°17'11" W, 425.69 FEET TO THE POINT OF BEGINNING, CONTAINING 17.39 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED."

(b) ***Legal Descriptions for Proposed Private Drives within Phase IIA.*** Legal Descriptions for a sixty six (66) foot wide private easement for ingress, egress, and public utilities being subject to the rights of the public,

also being subject to easements and restrictions of record, if any, and including a grant of reciprocal easement to the adjoining development of Fenton Orchards Attached Unit Condominium and all of its co-owners and residents, together with a twelve (12) foot easement on either side for the above referenced easements, and is described herein and within Exhibit B, to wit:

- ***Princewood Drive*** and ***Princewood Circle***. The Princewood Drive and Princewood Circle easement are to be described as follows:

  A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

  COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION, S 00°07'32 E, 829.68 FEET TO A POINT ON THE CENTERLINE OF FENTON ROAD; THENCE ALONG SAID CENTERLINE, 248.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING RADIUS 14654.00 FEET WITH CHORD BEARING N 40°18'16" E, 248.25 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 100 FEET WIDE STRIP OF LAND; THENCE S 49°03'04" E, 261.93 FEET TO THE POINT OF ENDING AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 66 FEET WIDE STRIP OF LAND; THENCE N 42°31'28" E, 549.85 FEET; THENCE 137.56 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 275.00 FEET, WITH CHORD BEARING N 58°53'58" E, 136.13 FEET; THENCE N 73°13'21" E, 407.92 FEET; THENCE 183.97 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING N 46°52'16" E, 177.55 FEET; THENCE N 21°17'44" E, 53.74 FEET; THENCE 57.01 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 230.00 FEET, WITH CHORD BEARING N 27°51'38" E, 56.86 FEET; THENCE N 34°57'35" E, 70.50 FEET; THENCE 53.42

FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 230.00 FEET, WITH CHORD BEARING N 28°18'22" E, 53.30 FEET; THENCE N 21°39'06" E, 176.82 FEET; THENCE 366.67 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 300.00 FEET, WITH CHORD BEARING N 56°39'57" E, 344.27 FEET; THENCE S 88°19'13" E, 457.01 FEET; THENCE 130.16 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 234.51 FEET, WITH CHORD BEARING S 71°52'35" E, 128.50 FEET; THENCE 117.90 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING S 39°04'38" E, 116.20 FEET; THENCE 99.00 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 372.97 FEET, WITH CHORD BEARING S 14°35'07" E, 98.71 FEET; THENCE S 02°54'21" E, 41.46 FEET; THENCE 404.50 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING S 55°09'26" W, 339.00 FEET; THENCE N 66°54'07" W, 160.56 FEET; THENCE 237.11 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING N 33°57'46" W, 223.46 FEET; THENCE N 00°00'00" E, 222.10 FEET TO THE POINT OF ENDING.

ARTICLE V: UNIT DESCRIPTION PERCENTAGE OF VALUE, AND DEVELOPMENT BY PHASE.

Section 1. ***Description of Units.*** Each Unit within Fenton Orchards Attached Unit Condominium is described in the Condominium Subdivision Plan of Fenton Orchards Site Condominium that is attached hereto as Exhibit "B". There are fifty-two (52) Units within thirteen (13) buildings created for single family residential uses in the Condominium Project established by the original Master Deed recorded as Genesee Condominium Plan No. 275, Instrument Number 200109120090790, Date 12 September 2001, Time 4:45 P.M.

The following sixteen [16] additional Units are hereby created for residential uses within the Condominium Project:

Each Unit shall consist of the space located within Unit boundaries as depicted on Exhibit B hereto together with all appurtenances thereto.

Section 2. ***Percentage of Value of Overall Project.*** The total value of the Project is 100%. The Project currently consists of sixty-four (64) Fenton Orchards Attached Unit Condominium Units. There are forty-two [42] units within Phase I and twenty-two [22] units within Phase IIA. Percentages of value shall be assigned to all individual units within this development which shall be on an equal or one-to-one (1:1) ratio between any respective units among and between this project, and also including the adjoining project which is entitled Fenton Orchards Attached Unit Condominium.

(a) ***All Attached Unit Condominium Units Assigned Equal Par Value.*** In order to share costs and expenses for all of the roads contained within this project which is known as Fenton Orchards Attached Unit Condominium and the adjoining project which shares all of the roadways that are used within this project, Fenton Orchards Attached Unit Condominium, the costs of certain items such as road maintenance, and lawn maintenance and other items of and snow and ice removal, and any other items which may be designated by the Association and/or agreed by this Association and the Association on behalf of the Fenton Orchards Attached Unit Condominium as they may see fit. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Condominium that would affect maintenance costs and concluding that there are not material differences. The percentage of value assigned to each overall Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium, 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.

(b) *Each Attached Unit Condominium Unit Assigned Equal Par Value as to Each Attached Unit Condominium.* Each unit within Fenton Orchards Attached Unit Condominium shall be assigned a par value that shall be equal to the assigned par value of each unit within Fenton Orchards Attached Unit Condominium. The percentage of value assigned to each overall Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration that are shared by and between the two (2) aforementioned, adjacent developments.

ARTICLE VI: EASEMENTS

Section 9. *Special Provisions for Roads, Storm Water Detention Areas and Filtration Facilities.* The Association shall have the responsibility for the maintenance repair, operation and replacement of the roads, storm water detention areas and storm water filtration facilities in the Project. The expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities and any reserve for the replacement thereof shall be expenses of administration of the Project and shall be assessed against all Co-owners of Units in the Project. Except in the case of Co-owner fault each Unit within this condominium, "Fenton Orchards Attached Unit Condominium" shall be assessed one-sixty-fourth (1/64) and each Unit within the adjacent condominium project, "Fenton Orchards Attached Unit Condominium" shall be assessed one-forty-second (1/42) of the expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities are further subject to the terms and provisions of the Bylaws of the Project. The roads, storm water detention areas and storm water filtration facilities shall be operated, maintained, repaired and replaced in accordance with the provisions of the Master Deed and Bylaws for the Project, all rules and

regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations. If the Association or its contractors or agents fail to comply with the roads, storm water detention areas and storm water filtration facilities, operation, maintenance, repair or replacement requirements set forth in the Master Deed, the Bylaws, and applicable laws then in addition to all other remedies available under applicable law, the Charter Township of Fenton, the Genesee County Road Commission, the Michigan Department of Natural Resources and their respective contractors and agents, may, at their option with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities. In that event, the Association shall reimburse the Township, the County, and/or their contractors all cost incurred by it in performing the necessary maintenance, repair replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities, plus and administrative fee of 15%. If the Association does not reimburse the Township for those costs, then the Township, at its option, may assess the cost therefore against the co-owners of the Units in the Project to be collected as a special assessment on the next annual tax roll of the Township. At a minimum, the Association shall establish an annual inspection and maintenance program for the roads, storm water detention areas and storm water filtration facilities in the Project. This provision may not be modified, amended, or terminated without the consent of the Charter Township of Fenton.

Section 10. Easement for Maintenance of Roads, Storm Water Detention Areas and Filtration Facilities: The Association, the Genesee County Road Commission, the Michigan Department of Natural Resources, the Michigan Department of Environmental Quality, and Charter Township of Fenton and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements onto each Unit serviced by the road, storm water detention areas and storm water filtration facilities, and onto the Limited Common Elements appurtenant for those Units for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the

roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the Charter Township of Fenton.

ARTICLE VII: EXPANSION OF CONDOMINIUM CONVERSION OF CONDOMINIUM

Section 1. ***Expansion of Condominium.***

(b) ***Area of Future Development.*** Additional phases of the Condominium may be established at any time, with Fenton Township approval, upon all or some portion or portions of the following described land at the sole discretion of the developer who shall not be required to obtain the consent of the Co-owners of Units to expand the Condominium.

"A PART OF THE NORTHEAST QUARTER OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION, S 00°07'32 E, 2661.51 FEET TO THE CENTER OF SAID SECTION; THENCE ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION, S 87°33'48" E, 1214.07 FEET TO THE POINT OF BEGINNING; THENCE N 03°56'02" E, 546.85 FEET; THENCE N 41°24'37" E, 462.47 FEET; THENCE N 02°52'54" W, 231.07 FEET; THENCE N 67°00'15" W, 47.69 FEET; THENCE N 03°38'48" E, 836.40 FEET; THENCE N 30°27'20" E,

237.47 FEET; THENCE N 76°37'57" W, 151.25 FEET; THENCE N 16°33'37" W, 165.08 FEET; THENCE N 62°34'03" E, 258.74 FEET; THENCE N 82°59'32" E, 274.24 FEET; THENCE S 78°59'44" E, 351.45 FEET; THENCE N 63°13'25" E, 385.49 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12; THENCE ALONG THE EAST LINE OF SAID SECTION, S 00°11'18" W, 2695.36 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE ALONG SAID EAST-WEST QUARTER LINE, N 87°33'48" W, 1450.69 FEET TO THE POINT OF BEGINNING, CONTAINING 70.77 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED."

With the approval of Fenton Township, separate Condominium Project or Projects may be created within all or any portion of the above described land, all or some of which may be merged into an expanded Condominium Project or Projects by the recording of a consolidating Master Deed. Restrictions do not exist that determine the order of developing the land after Phase I has been completed. The Developer reserves the right to make an amendment to the Master Deed with the consent of Fenton Township but without the consent of Co-owners for such purpose.

(c) Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of units in the Condominium may, at the option of the Developer and with the approval of the Township, within a period ending no later than six (6) years after initial recording of this Master Deed, be increased by the addition to this condominium of all or any portion of the area of future development and the establishment of units thereon. The location, nature, appearance, design or structural components of the units and/or other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures and improvements in the project, as determined by Developer in its sole discretion. No unit will be created within any part of the area of future

development which is added to the condominium that is not restricted exclusively to residential use.

(d) Expansion Not Mandatory. Nothing herein contained will in any way obligate the Developer to enlarge the condominium beyond the phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the project other than as is explicitly set forth herein. There is no obligation on the part of the Developer to add to the condominium project all or any portion of the area of future development described in this Article VII, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VIII: AMENDMENT

Section 9. ***Revisions***. Exhibit "B" drawings to the Master Deed recorded as are amended and are modified, replaced or supplemented by the following described amendments to Exhibit "B" that are attached to this Amendment.

[Attachments within Exhibit "B" to be identified and listed]

In all respects, other than as herein above modified, the original Master Deed of Fenton Orchards Attached Unit Condominium shall remain effective.

IN WITNESS WHEREOF, the Developer has duly executed this First Amendment to the Master Deed of Fenton Orchards Attached Unit Condominium, Genesee Condominium Plan Number 275 as follows,

On this _____ day of _____, 2003

Representative(s) of Developer Appeared Before Notary

GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 275 REPLAT NUMBER 1
EXHIBIT "B" TO THE MASTER DEED OF

FENTON ORCHARDS ATTACHED UNIT CONDOMINIUM

PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN

SURVEYOR
W. J. ANGUS AND ASSOCIATES
608 N. HAGINAW STREET
HOLLY, MI 48442

ENGINEER
LAWRENCE ENGINEERING, PC
1648 N. LEROY STREET, SUITE C
FENTON, MI 48430

DEVELOPER
K-58, INC.
2300 FISHER ROAD
HOWELL, MI 48843

INDEX

1. COVER SHEET
2. COMPOSITE PLAN A - LAWRENCE ENGINEERING, PC (LEPC)
3. COMPOSITE PLAN - (LEPC)
4. SURVEY PLAN - (LEPC)
5. SURVEY PLAN - (LEPC)
6. SITE PLAN - (LEPC)
7. SITE PLAN - (LEPC)
8. UTILITY PLAN - (LEPC)
9. UTILITY PLAN - (LEPC)
10. CONSERVATION EASEMENT - (LEPC)
11. ARCHITECTURAL PROFILES - (LEPC)
12. SURVEY PLAN - W. J. ANGUS AND ASSOCIATES (WJA)
13. FLOODPLAIN PLAN - (WJA)
14. SITE PLAN - (WJA)
15. UTILITY PLAN - (WJA)
16. FLOOR PLAN - ANTHONY PUCCI

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T6N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE ALONG THE NORTH LINE OF SAID SECTION 12, S 88°17'00" E, 1883.41 FEET; THENCE N 00°28'58" E, 89.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°28'58" E, 862.68 FEET; THENCE S 88°18'13" E, 277.70 FEET; THENCE S 89°17'11" E, 480.69 FEET; THENCE S 19°13'19" E, 488.23 FEET; THENCE S 89°58'38" W, 390.80 FEET; THENCE N 34°19'08" W, 172.82 FEET; THENCE S 88°29'28" W, 658.17 FEET; THENCE N 34°38'03" W, 69.34 FEET; THENCE N 18°34'53" W, 181.88 FEET TO THE POINT OF BEGINNING, CONTAINING 8.48 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED.

INGRESS/EGRESS AND UTILITY EASEMENT FROM FENTON ROAD SERVING UNITS 53-58

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T6N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION, S 00°07'32" E, 529.65 FEET TO A POINT ON THE CENTERLINE OF FENTON ROAD; THENCE ALONG SAID CENTERLINE, 249.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING RADIUS 14584.00 FEET WITH CHORD BEARING N 49°16'19" E, 248.80 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 100 FEET WIDE STRIP OF LAND; THENCE S 46°03'04" E, 283.93 FEET TO THE POINT OF ENDING AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 66 FEET WIDE STRIP OF LAND; THENCE N 42°51'58" E, 548.65 FEET; THENCE 199.89 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 272.00 FEET, WITH CHORD BEARING N 68°39'58" E, 195.13 FEET; THENCE N 73°13'41" E, 407.82 FEET; THENCE 163.97 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 300.00 FEET, WITH CHORD BEARING N 48°58'16" E, 177.85 FEET; THENCE N 31°14'44" E, 93.74 FEET; THENCE 57.01 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 230.00 FEET, WITH CHORD BEARING N 37°51'35" E, 56.86 FEET; THENCE N 34°57'35" E, 70.58 FEET; THENCE 53.43 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 230.00 FEET, WITH CHORD BEARING N 28°18'22" E, 53.30 FEET; THENCE N 81°39'09" E, 170.88 FEET; THENCE 368.87 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING N 85°39'57" E, 344.87 FEET TO THE POINT OF ENDING.

PROPOSED DATED
FEBRUARY 28, 2003

FENTON ORCHARDS
ATTACHED UNIT CONDOMINIUM

COVER SHEET

W. J. ANGUS AND ASSOCIATES

SHEET 1 OF 16

WILLIAM J. ANGUS
PROFESSIONAL SURVEYOR
NO. 44291

File 03011

TYPICAL FLOOR PLAN AND PROFILES

GRAPHIC SCALE
0 10' 20' 30'
(IN FEET)

GENESEE COUNTY CONDOMINIUM
SUBDIVISION PLAN NUMBER
EXHIBIT "B" TO THE MASTER DEED OF

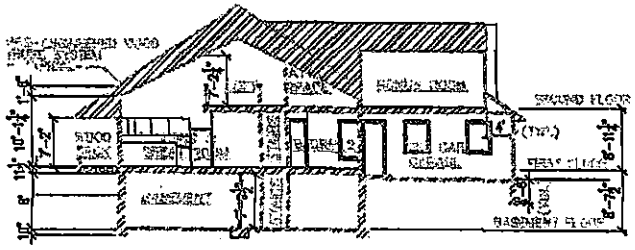
FENTON ORCHARDS

ATTACHED UNIT CONDOMINIUM

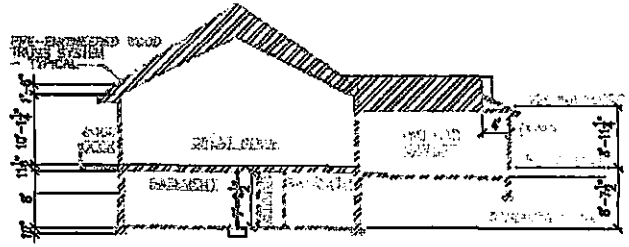
A Genesee County Condominium Subdivision

Being part of the Northeast 1/4 of Section 12,T5N R6E,and and part of the South 1/2 of the South1/2 of the Southeast 1/4 of Section 1, T5N R6E, Fenton Twp., Genesee County, Michigan

GENESEE COUNTY CONDOMINIUM
SUBDIVISION PLAN NUMBER ____



SECTION A-A
A&B UNITS



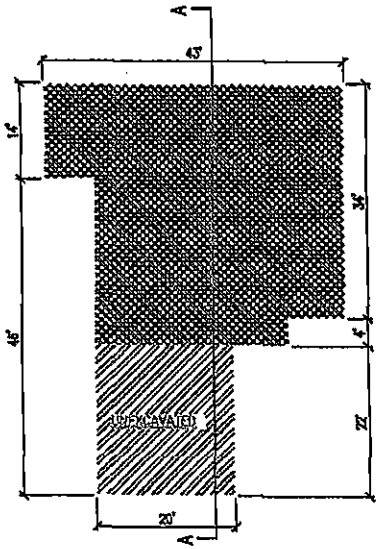
SECTION B-B
C UNIT

LEGEND:

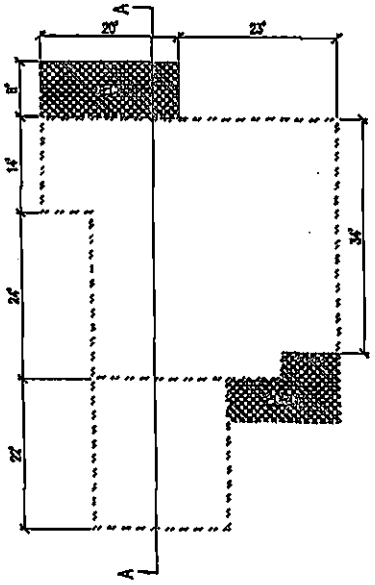
GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

BUILDING PLANS ARE TO BE ON FILE WITH THE GENESEE BUILDING DEPARTMENT AND APPROPRIATE REGULATORY AGENCIES.



MIDDLE UNIT
FOUNDATION PLAN



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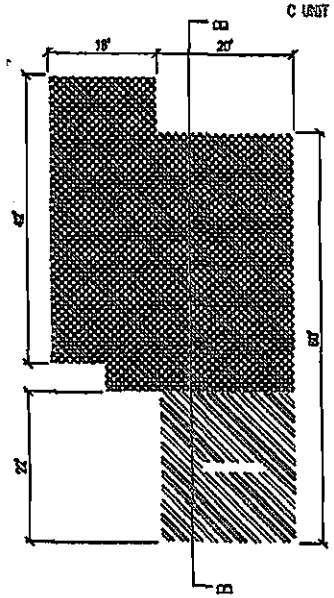
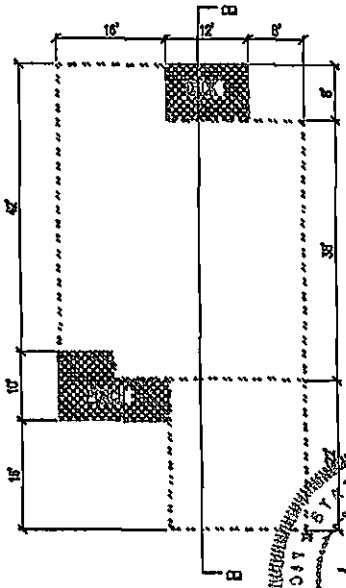


END UNIT
FOUNDATION PLAN



END UNIT
FLOOR PLAN

DEVELOPER

M-59, INC.
2350 Fisher Road
Howell, Michigan 48843
(517) 294-0462

ENGINEER

Lawrence Engineering, P.C.
1545 N. Leroy Ste C
Fenton, Michigan 48430
(810) 750-5280

SURVEYOR

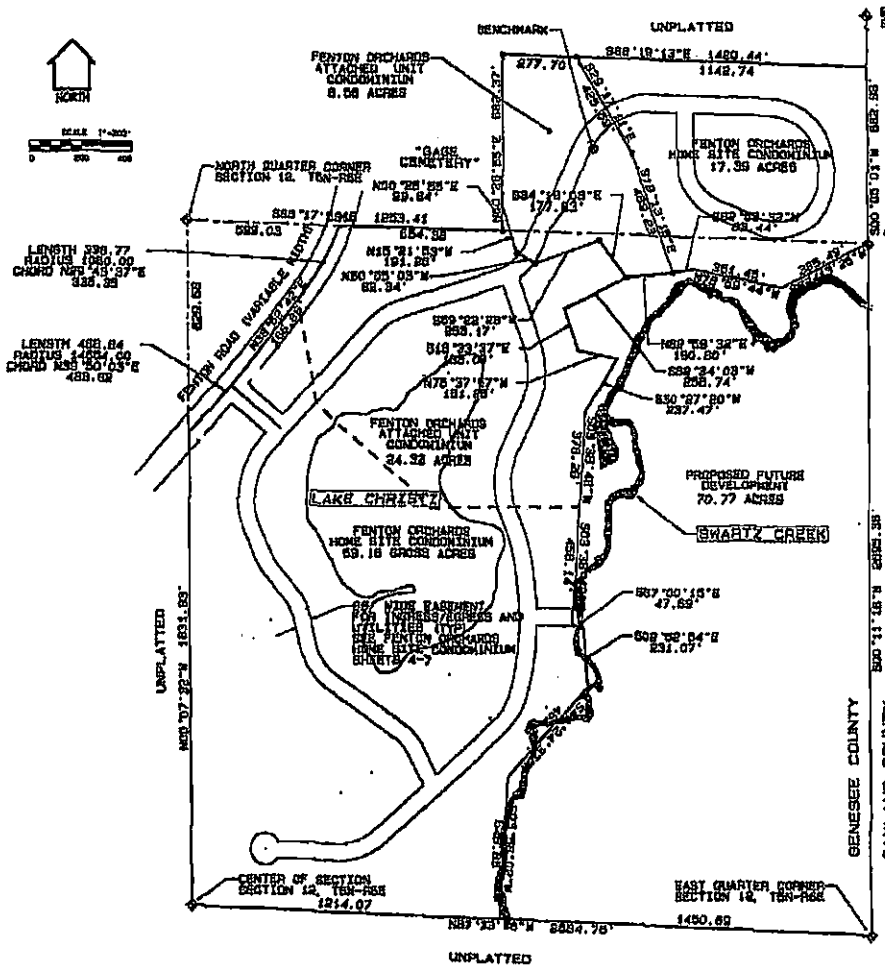
Professional Engineers
7171 W. Grand River Ave.
Brighton, Michigan 48116
(810) 227-3333

STATE OF MICHIGAN
MELISSA M. LAWRENCE
ENGINEER
NO. 42470
LICENSED PROFESSIONAL ENGINEER

AUG 2001

SHEET 11
REVISED 7/18/00

LAWRENCE ENGINEERING P.C.
CIVIL ENGINEERING-ARCHITECTURE-SURVEYING



SURVEYOR'S CERTIFICATE

I, William J. Angus, Professional Surveyor of the State of Michigan, hereby certify:

That the Subdivision Plan known as Fenton Orchards Attached Unit Condominium, Genesee County Condominium Subdivision Plan No. 279 Replat I as shown on the accompanying drawings, represents a survey on the ground made under my direction;

That there are no existing encroachments upon the lands and property herein described, as shown;

That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1970, as amended;

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended;

That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended.

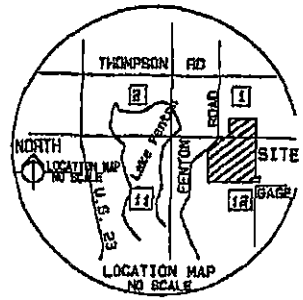
William J. Angus
Professional Surveyor
Registration Number 44281
W. J. Angus and Associates
604 N. Saginaw Street
Holly, MI 48442

THE SYMBOL '●' INDICATES A CONCRETE MONUMENT CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER 36" LONG.

BENCHMARK:

SPIKE IN SOUTHWEST FACE OF 18" POPLAR TREE. POINT BEARS CIRCLE 44°30' 40' RIGHT OF CENTERLINE (+/- 110') WEST OF NE CORNER SEC 12. +/- 30' NORTH OF NORTH LINE OF SECTION 12)

ELEVATION 850.00 USGS



BASIS OF BEARINGS:

BEARINGS SHOWN ARE BASED UPON CERTIFIED SURVEY PREPARED BY DESINE, INC. JOB NO. 6-17-12-8427, DATED 7-24-98

ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS

Proposed Dated
FEBRUARY 26, 2002

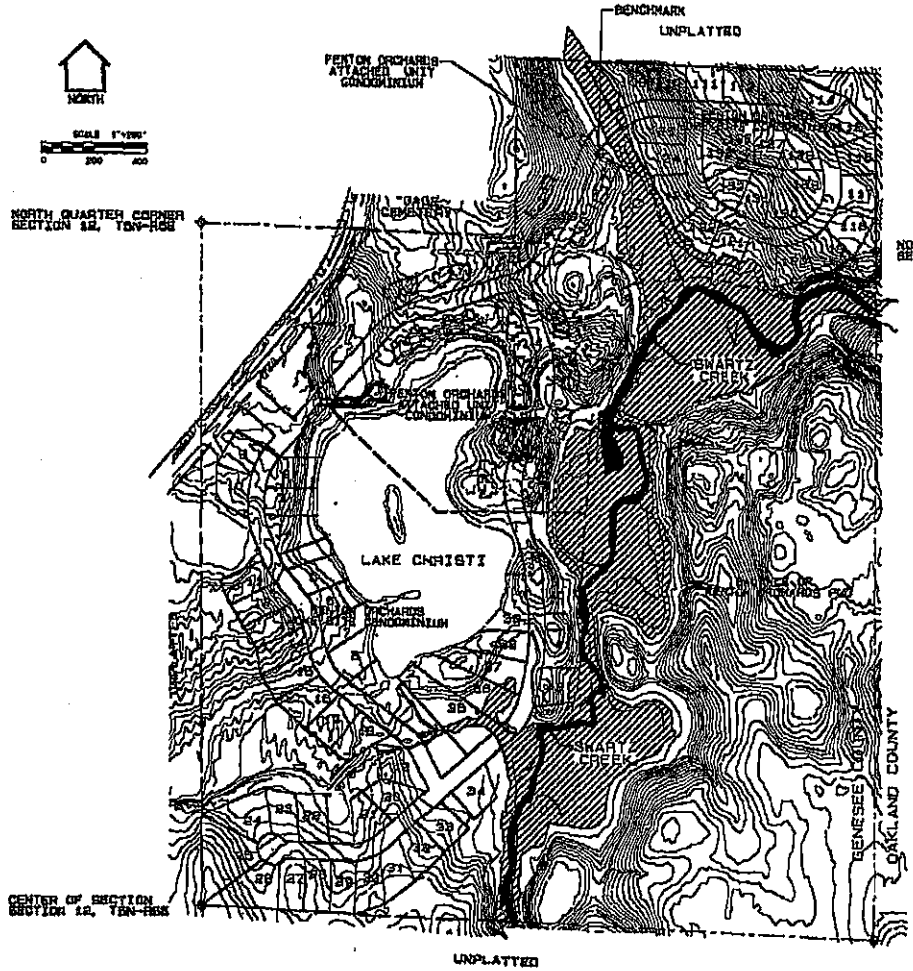
FENTON ORCHARDS
ATTACHED UNIT CONDOMINIUM

SURVEY PLAN

W. J. ANGUS AND ASSOCIATES
604 N. SAGINAW STREET
(248) 634-8115

SHEET 12 OF 16

FILE: 03051



FLOODPLAIN AREA
(BELOW 850.3 CONTOUR
PER NORD L.M. OF OCT 7, 2002
SERVICE NO. 02-26-0081-FP)

BENCHMARK:

SPIKE IN SOUTHWEST FACE OF 18" SPRUCE TREE, PINCKNEY RIDGE ACRES, 40' RIGHT OF CENTERLINE +/- 1100' WEST OF NW CORNER SEC 12 +/- 330' NORTH OF NORTH LINE OF SECTION 12)

ELEVATION 850.00 USGS

PROPOSED DATED FEBRUARY 26, 2003

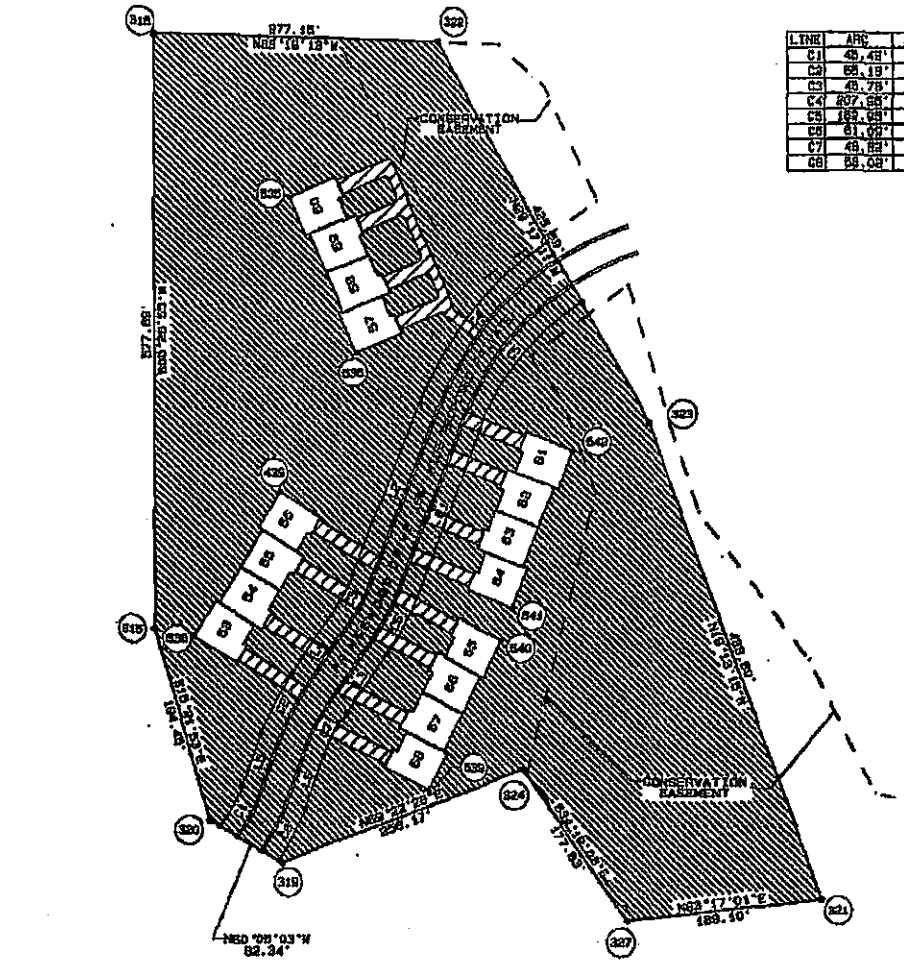
FENTON ORCHARDS
ATTACHED UNIT CONDOMINIUM

FLOODPLAIN PLAN

W. J. ARGUS AND ASSOCIATES

SHEET 13 OF 16

FILE 03013



LINE	ARC	RADIUS	CHORD BEARING	CHORD
C1	45.48'	197.00'	S28°39'51"W	45.35'
C2	55.19'	853.00'	S87°51'38"W	55.01'
C3	45.78'	197.00'	S28°18'21"W	45.65'
C4	207.55'	853.00'	S39°28'30"W	204.99'
C5	152.68'	857.00'	N39°03'09"E	150.43'
C6	61.92'	853.00'	N28°18'21"E	60.98'
C7	48.82'	197.00'	N37°51'38"E	48.70'
C8	58.08'	839.60'	N37°39'52"E	58.09'

LINE	DISTANCE	BEARING
L1	178.82'	S21°20'08"W
L2	178.82'	N81°39'08"E
L3	76.50'	S34°57'35"W
L4	70.00'	N34°57'35"E
L5	54.41'	N20°45'36"E
L6	54.41'	S20°45'36"W

NOTES:

ALL ROADS MUST BE BUILT

(111) DENOTES COORDINATE POINT NUMBER

● DENOTES POINT OF CURVATURE AND/OR BOUNDARY CORNER

GENERAL COMMON ELEMENT (7.44 ACRES)

LIMITED COMMON ELEMENT (0.37 ACRES)

68 INDICATES A UNIT NUMBER

ALL UNITS ARE PROPOSED

ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AS SET FORTH IN ARTICLE VII OF THE MASTER DEED

ALL GENERAL COMMON ELEMENTS ARE GRASSED OR LANDSCAPED EXCEPT THOSE AREAS WHICH ARE PAVED.

ALL DECKS AND PATIOS ARE SHOWN ON THE FLOOR PLANS

#	NORTHING	EASTING
315	7728.76	8949.41
316	8008.68	8983.03
317	8009.27	9171.90
318	7841.88	9266.89
319	7485.79	9098.14
320	7298.43	8961.98
321	7817.38	9780.30
322	7990.25	9811.06
323	7423.58	9711.37
324	7600.15	9174.08
325	7618.45	9284.76
326	7488.03	9449.24
327	7718.31	9888.96
328	7598.24	9815.61
329	7718.07	9941.08
330	7747.83	9931.61
331	7800.80	9864.64

PROPOSED DATED FEBRUARY 22, 2003

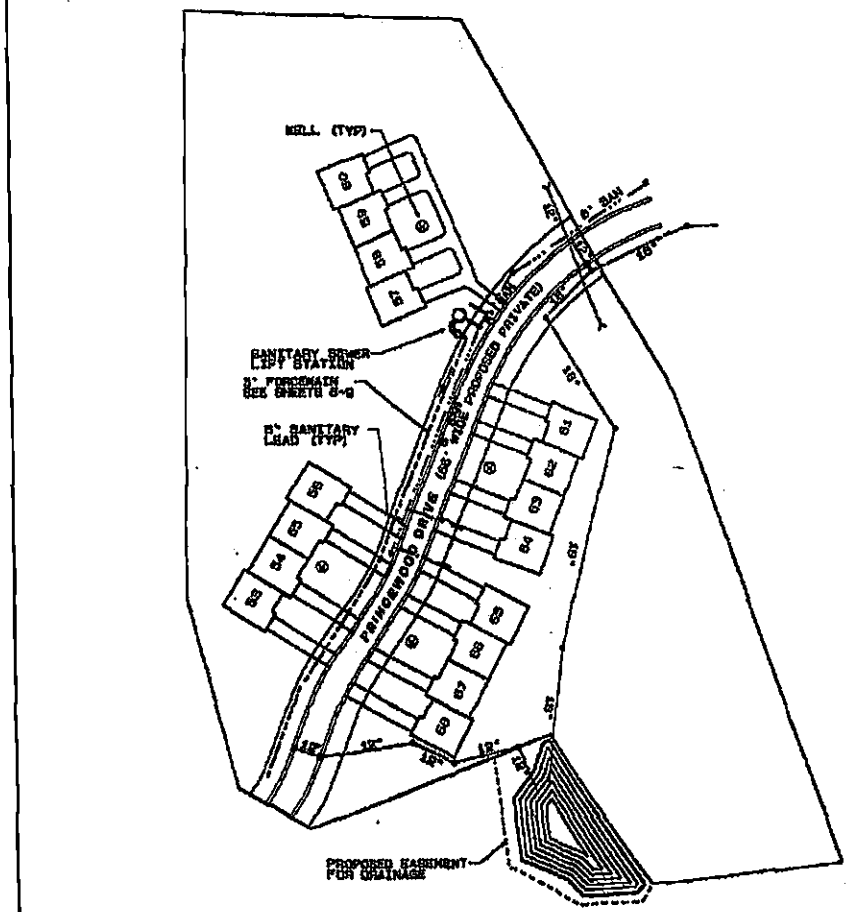
FENTON ORCHARDS
ATTACHED UNIT CONDOMINIUM

SITE PLAN - UNITS 53-68

W. J. ANGUS AND ASSOCIATES

SHEET 14 OF 16

FAN 03011



NOTES

BUILDINGS AND OTHER STRUCTURES TO BE CONSTRUCTED WITHIN UNITS NEED NOT BE BUILT. ONLY THE UNITS ALL COMPRISE BUILDING SITES ARE NOT STRUCTURES.

ALL ROADS MUST BE BUILT

ALL UTILITIES SHOWN ON THIS SHEET MUST BE BUILT

B2 INDICATES A UNIT NUMBER

ALL UNITS ARE PROPOSED

EACH FOUR UNIT BUILDING IS SERVED BY AN INDIVIDUAL WELL

Symbol	Description	Source of Location
	SANITARY SEWER	LAWRENCE ENGINEERING, PC
	SANITARY FORCEMAIN	LAWRENCE ENGINEERING, PC
	STORM SEWER	LAWRENCE ENGINEERING, PC
	ELECTRIC*	CONSUMERS ENERGY
	GAS*	CONSUMERS ENERGY
	TELEPHONE*	SBC
	CABLE TV*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS

PROPOSED DATED FEBRUARY 25, 2003

PENTON ORCHARDS
ATTACHED UNIT CONDOMINIUM

UTILITY PLAN

W. J. ANGUS AND ASSOCIATES
PLANNING, ENGINEERING AND SURVEYING CONSULTANTS
902 E. PENTON STREET
OLNEY 334-6155

SHEET 15 OF 16

JOB 03011

ACKNOWLEDGMENT BEFORE A NOTARY BY DEVELOPER:

M-59 INC.
a Michigan Corporation

By: Donalyn Scheuner
Donalyn Scheuner
Its Secretary / Treasurer

On this 13th day of May, 2003, before me appeared Donalyn Scheuner, who after being duly sworn to tell the truth by me, did say and affirm that she is an officer of the the above corporation and duly authorized by the board of directors of said corporation to execute the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and affiant acknowledged said instrument to be the free act and deed of said corporation.

sign Susan Hicks

print Susan Hicks

Notary Public

SUSAN HICKS
Notary Public, Livingston County, MI
My Commission Expires Oct. 28, 2005

Livingston County, Michigan
My commission expires:the 28th day of October, year 2005

ACKNOWLEDGMENT BEFORE A NOTARY BY TOWNSHIP:

FENTON TOWNSHIP
a Michigan Municipal Corporation

By: CARL T. GABRIELSON
Carl Gabrielson
Its Supervisor

On this 8th day of May, 2003, before me appeared Carl Gabrielson, who after being duly sworn to tell the truth by me, did say and affirm that he is the duly elected township supervisor and that he is duly authorized on behalf of said township to consent to the Amendment of the Master Deed.

sign _____

print CARL T. GABRIELSON

Notary Public

V. A. MC DONALD
NOTARY PUBLIC GENESEE CO., MI
MY COMMISSION EXPIRES Feb 23, 2004

V.A. McDonald County, Michigan

My commission expires: the 23rd day of FEB, year 2004

V. A. MC DONALD
NOTARY PUBLIC GENESEE CO., MI
MY COMMISSION EXPIRES Feb 23, 2004

ACKNOWLEDGMENT BEFORE A NOTARY BY UNIT OWNER:

MITCH HARRIS BUILDING COMPANY.
a Michigan Corporation

By: _____
Mitch Harris
Its President

On this 9th day of May, 2003, before me appeared Mitch Harris, who after being duly sworn to tell the truth by me, did say and affirm that he is an officer of the the above corporation and duly authorized by the board of directors of said corporation to execute the within instrument in order to consent to the Amendment of the Master Deed.

sign Denise A Hoganson

print Denise A Hoganson

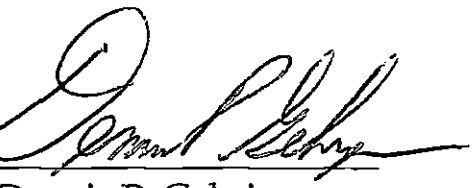
DENISE A HOGANSON
Notary Public, Livingston County, MI
My Commission Expires Sep 5, 2004

Notary Public

Livingston County, Michigan
My commission expires:the 5th day of Sept, year 2004

ACKNOWLEDGMENT BEFORE A NOTARY BY MORTGAGEE:

First National Bank in Howell

By: 

Dennis P. Gehringer

Its: Senior Vice President

On this 7th day of May, 2003, before me appeared the aforesaid Affiant, who after being duly sworn to tell the truth by me, did say and hereby consent to the Amendment of the Master Deed.

sign Richard A. Hesickinson

print Richard A. Hesickinson

Notary Public

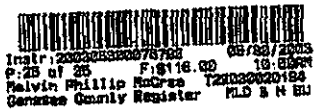
Livingston County, Michigan

My commission expires: the 24th day of October, year 2006

SURVEYOR
William J. Angus and Associates
602 N. Saginaw Street
Holly, Michigan 48442
(248) 634-5130

ENGINEER
Lawrence Engineering, P.C.
1535 North Leroy Street, Suite C
Fenton, Michigan 48430
(810) 750-5280

DEVELOPER
M 59, Inc.
6755 Schultz Road
Alpena, Michigan 49707



And
2850 Fisher Road
Howell, MI 48855
(517) 540-9928

Master Deed Drafted by

Gregory O. Drais
Law office of regory Drais
Second Floor, 110 north Michigan Avenue
Howell, Michigan 48843
(517) 545-7701

WHEN RECORDED PLEASE RETURN TO:
M 59, Inc.
2850 Fisher Road
Howell, MI 49955 116.00

COPY

SECOND AMENDMENT TO
FENTON ORCHARDS ATTACHED UNIT CONDOMINIUM
GENESEE CONDOMINIUM PLAN #275 MASTER DEED

By execution and recording of this document the Master Deed of Fenton Orchards Attached Unit Condominium Genesee Condominium Plan #277 is amended as follows:

THIS AMENDMENT to the MASTER DEED of FENTON ORCHARDS ATTACHED UNIT CONDOMINIUM is executed on the ____ day of November, 2003, by M-59, INC., hereinafter referred to as "Developer" whose address is 6755 Schultz Road, Alpena, Michigan 49707 and is made in accordance with the Condominium Act, that is, Act 59 of the Public Acts of 1978, as amended.

W I T N E S S E T H:

This Amendment is made for the purposes of amending certain sections of the FIRST AMENDMENT TO THE MASTER DEED recorded at Instrument No. 200305300075790 dated May 30, 2003 Genesee County Records.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the Second Amendment to the Master Deed of Fenton Orchards Attached Unit Condominium Genesee Condominium Plan #277 and the Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restriction, uses, limitations and affirmative obligations set forth in the Master Deed recorded at Instrument No. 200109120090790 and the First Amendment to Fenton Orchards Attached Unit Condominium Genesee Condominium Plan #277, Instrument No. 200305300075790 and this Second Amendment all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, their successors, personal representatives, heirs and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

By execution and recording of this document the said Master Deed is amended as follows:

ARTICLE V: UNIT DESCRIPTION PERCENTAGE OF VALUE, AND DEVELOPMENT BY PHASE

Section 1. Description of Units. Each Unit within Fenton Orchards Attached Unit Condominium is described in the Condominium Subdivision Plan of Fenton Orchards Site Condominium that is attached hereto as Exhibit "B". There are fifty-two (52) units within thirteen (13) buildings created for single family residential uses in the Condominium Project established by the original Master Deed recorded as Genesee Condominium Plan No. 275, Instrument Number 200109120090790, date 12 September 2001, Time 4:45 P.M.

The following fourteen (14) additional Units are hereby created for residential uses within the Condominium Project:

Second Amendment, Fenton Orchards Attached Unit Condominium Genesee Condominium Plan #275, Master Deed; Units 53 through 66 inclusive.

Each Unit shall consist of the space located within Unit boundaries as depicted on Exhibit B hereto together with all appurtenances thereto.

Section 2. Percentage of Value of Overall Project. The total value of the Project is 100%. The Project consists of sixty-six (66) Condominium Units. There are 52 units within Phase I and fourteen (14) units within Phase IIA. The percentage of value assigned to each unit within this development shall be equal.

ARTICLE XIII - AMENDMENT

The following section is added.

Section 9. Revisions. The Exhibit "B" drawings to the Master Deed recorded at Instrument No. 200109120090790 and the First Amendment to Fenton Orchards Attached Unit Condominium Genesee Condominium Plan #277, Instrument No. 200305300075790 and Exhibit "B" drawings are amended and are modified, replaced or supplemented by the following described amendments to Exhibit "B" that are attached to this Amendment as follows:

Page 1 - Cover Sheet
Page 13 - Flood Plain Plan
Page 14 - Site Plan
Page 15 - Utility Plan

In all respects, other than as modified and supplemented by the First Amendment and this Second Amendment, the terms of the original Master Deed of Fenton Orchards Attached Unit Condominium Genesee Condominium Plan #277, remain in force and effect.

The Developer and Co-owner of all units conveyed heretofore have executed this Second Amendment to the Bylaws of the Master Deed of Fenton Orchards Attached Unit Condominium Genesee Condominium Plan #277 for the express purpose of amending the said Master Deed, on the day and year hereafter indicated.

M-59, INC.

By: James D. Boldrey
James D. Boldrey
Its President

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this ____ day of November, 2003, by James D. Boldrey, President of M-59, Inc., a Michigan Corporation, on behalf of said corporation.

Nancy A. Bogardus
Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My commission expires: 6/26/04

DRAFTED BY and RETURN TO:

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

ACKNOWLEDGMENT BY FENTON TOWNSHIP:

Fenton Township does hereby approve of the Second Amendment to Fenton Orchards Attached Unit Condominium Genesee Condominium Plan #275 Master Deed.

FENTON TOWNSHIP,
a Michigan Municipal Corporation

By: Bonnie Mathis
Bonnie Mathis
Its Supervisor

STATE OF MICHIGAN]
]ss
COUNTY OF GENESEE]

On this 1st day of November, 2003, before me appeared Bonnie Mathis, who after being duly sworn to tell the truth by me, did say and affirm that she is the duly elected township supervisor and that she is duly authorized on behalf of said township to consent to the Amendment of the Master Deed.

V. A. MC DONALD
NOTARY PUBLIC GENESEE CO., MI
MY COMMISSION EXPIRES Feb 23, 2004

V A McDonald

Notary Public
Genesee County, Michigan
My Commission expires: _____

ACKNOWLEDGMENT BY UNIT OWNER:

Mitch Harris Building Company, Inc., does hereby approve of the Second Amendment to Fenton Orchards Attached Unit Condominium Genesee Condominium Plan #275 Master Deed.

MITCH HARRIS BUILDING COMPANY, INC.
a Michigan Corporation

By: _____
Mitch Harris
Its President

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

On this 3rd day of November, 2003, before me appeared Mitch Harris, who after being duly sworn to tell the truth by me, did say and affirm that he is an officer of above corporation and duly authorized by the board of directors of said corporation to execute the within instrument in order to consent to the Amendment of the Master Deed.

_____
Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My Commission expires: 6/26/04

ACKNOWLEDGMENT BY MORTGAGEE:

First National Bank in Howell does hereby approve of the Second Amendment to Fenton Orchards Attached Unit Condominium Genesee Condominium Plan #275 Master Deed.

FIRST NATIONAL BANK IN HOWELL

By: _____
Dennis P. Gehringer
Its Senior Vice President

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

On this ___ day of November, 2003, before me appeared Dennis P. Gehringer, who after being duly sworn to tell the truth by me, did say and hereby consent to the Amendment of the Master Deed.

_____
Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My Commission expires: 6/26/04

Prepared by and Return To:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843
(517) 546-1434

GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 275 REPLAT NUMBER 2
EXHIBIT "B" TO THE MASTER DEED OF

FENTON ORCHARDS ATTACHED UNIT CONDOMINIUM

PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN

SURVEYOR
W. J. ANGUS AND ASSOCIATES
602 N. BAGINAW STREET
HOLLY, MI 48442

ENGINEER
LAWRENCE ENGINEERING, PC
1548 N. LEROY STREET, SUITE C
FENTON, MI 48430

DEVELOPER
M-59, INC.
2650 FISHER ROAD
HOWELL, MI 48843

INDEX

1. COVER SHEET
2. COMPOSITE PLAN A - LAWRENCE ENGINEERING, PC (LEPC)
3. COMPOSITE PLAN - (LEPC)
4. SURVEY PLAN - (LEPC)
5. SURVEY PLAN - (LEPC)
6. SITE PLAN - (LEPC)
7. SITE PLAN - (LEPC)
8. UTILITY PLAN - (LEPC)
9. UTILITY PLAN - (LEPC)
10. CONSERVATION EASEMENT - (LEPC)
11. ARCHITECTURAL PROFILES - (LEPC)
12. SURVEY PLAN - W. J. ANGUS AND ASSOCIATES (WJA)
13. FLOODPLAIN PLAN - (WJA)
14. SITE PLAN - (WJA)
15. UTILITY PLAN - (WJA)
16. FLOOR PLAN - ANTHONY PUCCI

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE NORTH LINE OF SAID SECTION 12, S 88°17'59" E, 1283.41 FEET; THENCE N 00°28'55" E, 99.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°28'55" E, 882.58 FEET; THENCE S 88°18'19" E, 277.70 FEET; THENCE S 28°17'11" E, 428.69 FEET; THENCE S 18°13'16" E, 488.23 FEET; THENCE S 88°59'38" W, 190.80 FEET; THENCE N 34°18'09" W, 127.83 FEET; THENCE S 88°22'25" W, 268.17 FEET; THENCE N 60°05'09" W, 82.34 FEET; THENCE N 18°21'53" W, 191.28 FEET TO THE POINT OF BEGINNING, CONTAINING 8.88 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED.

INGRESS/EGRESS AND UTILITY EASEMENT FROM FENTON ROAD SERVING UNITS 53-88

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION, S 00°07'32" E, 529.68 FEET TO A POINT ON THE CENTERLINE OF FENTON ROAD; THENCE ALONG SAID CENTERLINE, 248.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING RADIUS 14654.00 FEET WITH CHORD BEARING N 40°18'18" E, 248.25 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 100 FEET WIDE STRIP OF LAND; THENCE S 48°03'04" E, 264.93 FEET TO THE POINT OF ENDING AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 66 FEET WIDE STRIP OF LAND; THENCE N 42°31'28" E, 548.85 FEET; THENCE 137.58 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 275.00 FEET, WITH CHORD BEARING N 88°53'58" E, 136.13 FEET; THENCE N 73°13'21" E, 407.82 FEET; THENCE 183.97 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 200.00 FEET, WITH CHORD BEARING N 48°59'18" E, 177.58 FEET; THENCE N 21°17'44" E, 89.74 FEET; THENCE 57.01 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 230.00 FEET, WITH CHORD BEARING N 27°31'38" E, 56.86 FEET; THENCE N 34°57'35" E, 70.50 FEET; THENCE 53.42 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS 230.00 FEET, WITH CHORD BEARING N 28°18'28" E, 53.30 FEET; THENCE N 21°39'06" E, 178.82 FEET; THENCE 268.87 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS 300.00 FEET, WITH CHORD BEARING N 58°29'57" E, 344.27 FEET TO THE POINT OF ENDING.

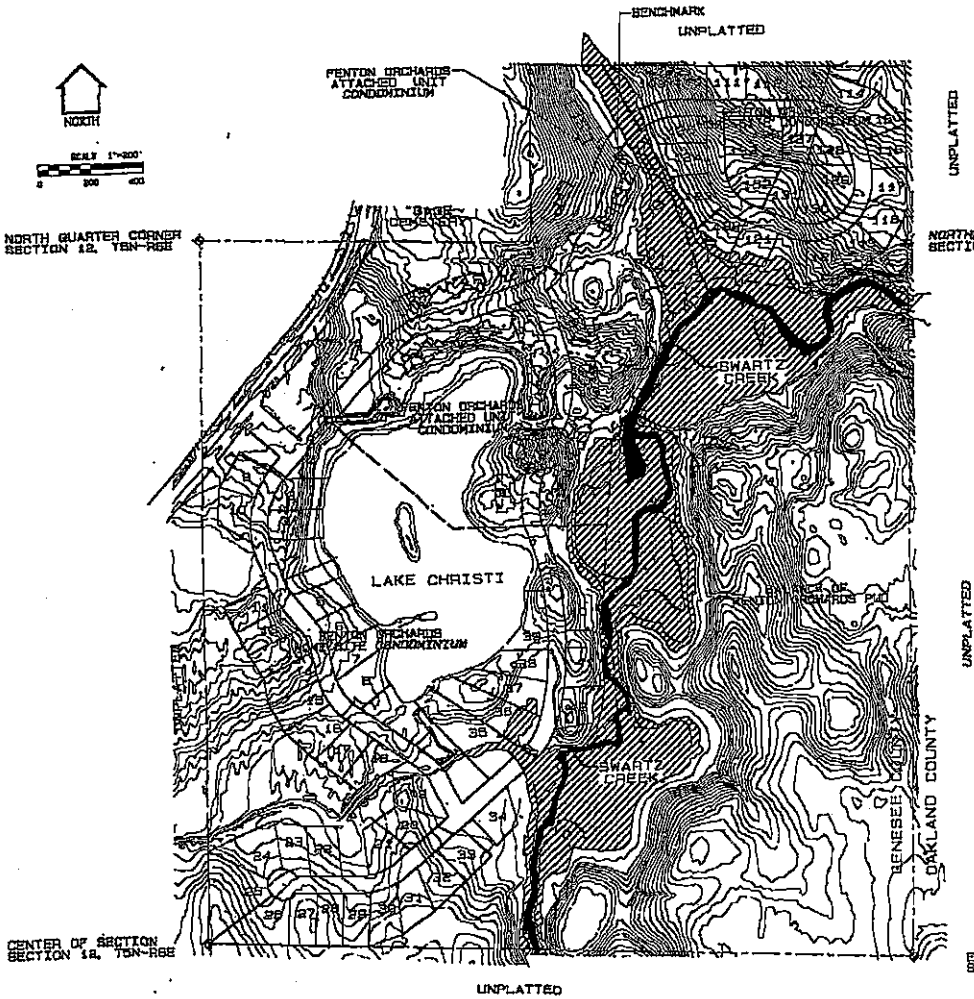
PROPOSED DATED OCTOBER 27, 2003

FENTON ORCHARDS
ATTACHED UNIT CONDOMINIUM

COVER SHEET

W. J. ANGUS AND ASSOCIATES
602 N. BAGINAW STREET
HOLLY, MI. 48442

SHEET 1 OF 15



FLOODPLAIN AREA
(BELOW 880.3 CONTOUR
PER MDEQ LTR DD OCT 7, 2002
SERVICE NO. 02-25-0081-FP)

BENCHMARK:

SPIKE IN SOUTHWEST FACE OF 18" SPRUCE TREE. PRINCEWOOD CIRCLE 4+90, 40' RIGHT OF CENTERLINE (+/- 100' WEST OF NE CORNER SEC 12, +/- 330' NORTH OF NORTH LINE OF SECTION 12)

ELEVATION 880.00 USGS

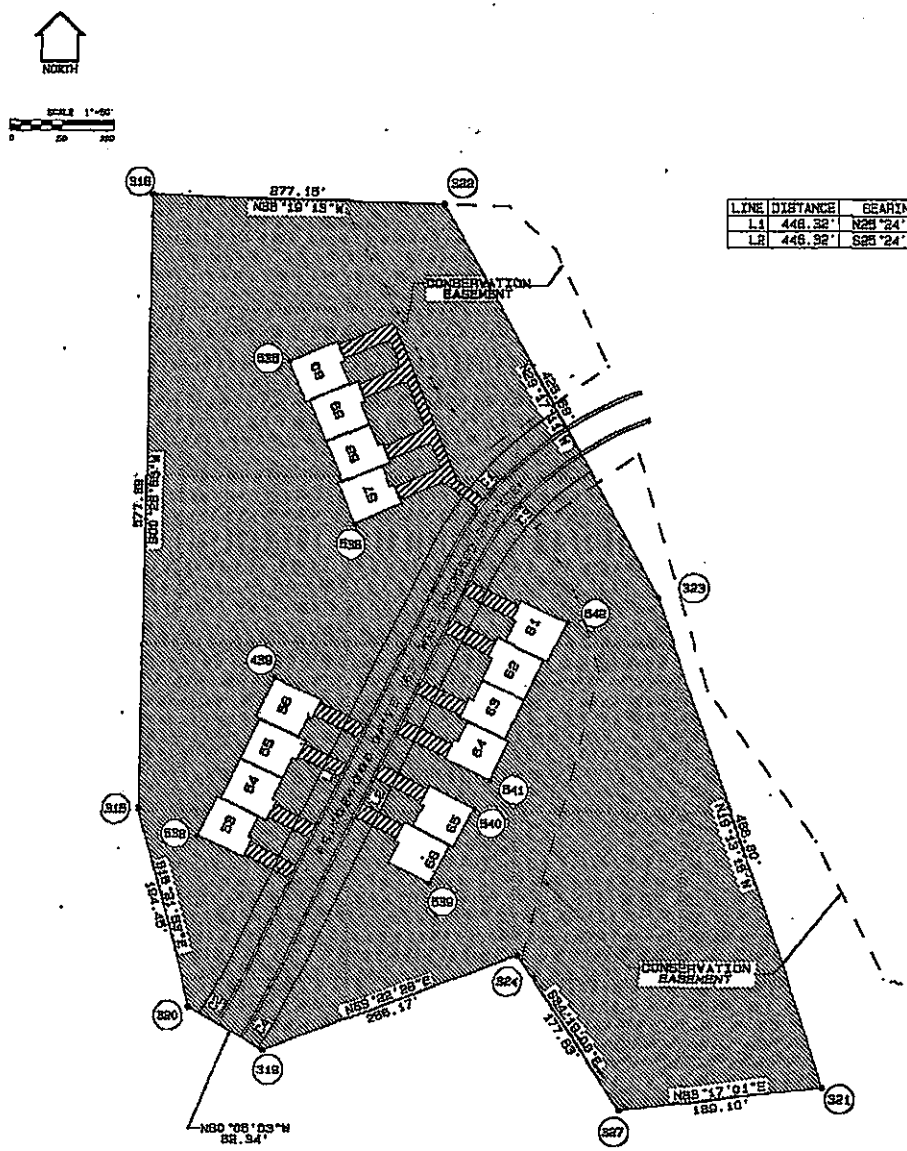
PROPOSED DATED OCTOBER 27, 2003

FENTON ORCHARDS
ATTACHED UNIT CONDOMINIUM

FLOODPLAIN PLAN

W. J. ANGUS AND ASSOCIATES

SHEET 13 OF 15



LINE	DISTANCE	BEARING
L1	448.32'	N25°24'37"E
L2	446.32'	S25°24'37"W

LINE	RADIUS	ARC	CHORD BEARING	CHORD
C1	333.00'	188.12'	S41°25'39"W	185.71'
C2	157.00'	91.68'	S30°50'23"W	91.63'
C3	257.00'	145.45'	N41°01'24"E	143.56'
C4	259.00'	38.85'	N29°58'13"E	38.81'

NOTES:

ALL ROADS MUST BE BUILT

(111) DENOTES COORDINATE POINT NUMBER

● DENOTES POINT OF CURVATURE AND/OR BOUNDARY CORNER

GENERAL COMMON ELEMENT (7.44 ACRES)

LIMITED COMMON ELEMENT (0.37 ACRES)

62 INDICATES A UNIT NUMBER

ALL UNITS ARE PROPOSED

ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AS SET FORTH IN ARTICLE VII OF THE MASTER DEED

ALL GENERAL COMMON ELEMENTS ARE GRASSED OR LANDSCAPED EXCEPT THOSE AREAS WHICH ARE PAVED.

ALL DECKS AND PATIOS ARE SHOWN ON THE FLOOR PLANS

#	NORTHING	EASTING
315	7728.78	6248.41
316	8106.68	6258.93
319	7800.21	6371.30
320	7541.28	6268.19
321	7485.70	6850.14
322	8198.83	6580.96
323	7887.23	6738.28
324	7680.15	6811.08
327	7443.05	6711.31
329	7852.81	6976.54
335	8148.15	6564.76
336	7858.58	6448.84
338	7703.17	6304.74
339	7857.25	6628.61
340	7722.58	6867.10
341	7754.87	6981.95
342	7904.01	6852.78

PROPOSED DATED OCTOBER 27, 2003

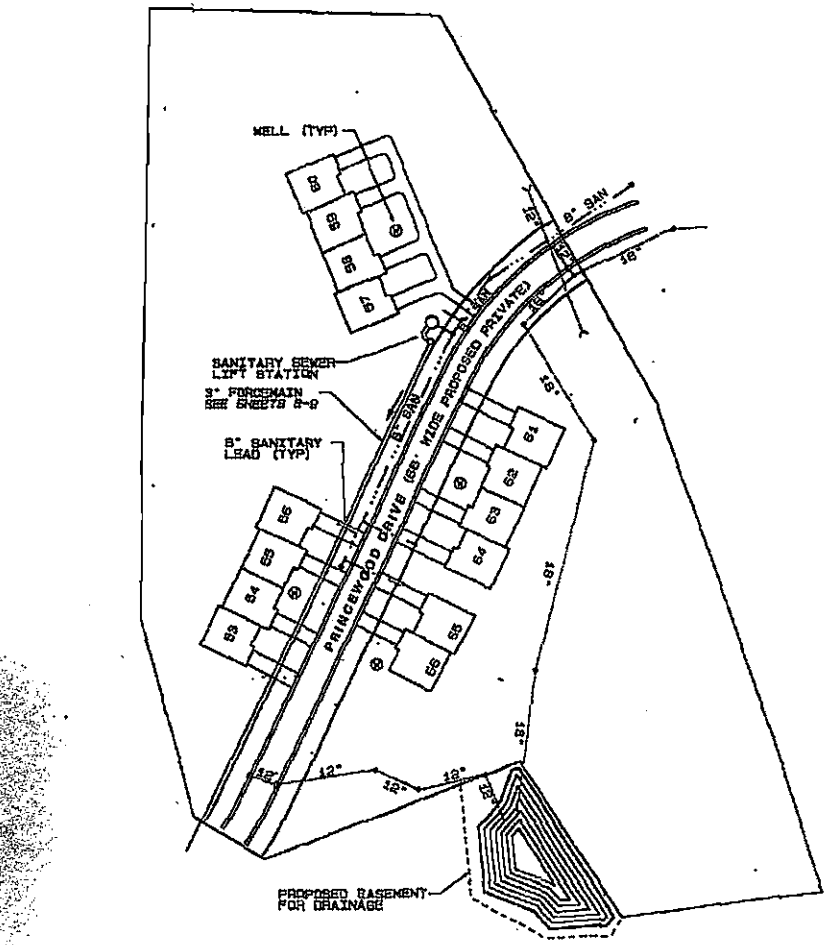
FENTON ORCHARDS
ATTACHED UNIT CONDOMINIUM

SITE PLAN - UNITS 53-66

WILLIAM J. ANGUS
No. 14281

W. J. ANGUS AND ASSOCIATES
SURVEYING, ENGINEERING, AND APPRAISAL SERVICES
502 N. EAGLEMAN STREET
ROCK HILL, SC 29730
(803) 324-6130

SHEET 14 OF 15



NOTES:

RESIDENCES AND OTHER STRUCTURES TO BE CONSTRUCTED WITHIN UNITS *NEED NOT BE BUILT* SINCE THE UNITS ALL COMPRISE BUILDING SITES AND NOT STRUCTURES.

ALL ROADS MUST BE BUILT

ALL UTILITIES SHOWN ON THIS SHEET MUST BE BUILT

S2 INDICATES A UNIT NUMBER

ALL UNITS ARE PROPOSED

EACH FOUR UNIT BUILDING IS SERVED BY AN INDIVIDUAL WELL

Symbol	Description	Source of Location
	SANITARY SEWER	LAWRENCE ENGINEERING, PC
	SANITARY FORCEMAIN	LAWRENCE ENGINEERING, PC
	STORM SEWER	LAWRENCE ENGINEERING, PC
	ELECTRIC*	CONSUMERS ENERGY
	GAS*	CONSUMERS ENERGY
	TELEPHONE*	SBC
	CABLE TV*	CONCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS

PROPOSED DATED
OCTOBER 27, 2003

FENTON ORCHARDS
ATTACHED UNIT CONDOMINIUM

UTILITY PLAN

W. J. ANGUS AND ASSOCIATES
SHEET 15 OF 16

Fenton Orchards Attached Unit Condominium

Fenton Orchards Condominium Association

Condominium Buyer's Handbook

Overall Contents:

- *Disclosure Statement*
- *Condominium Buyer's Handbook*
- *Proposed Budget*
- *Table of Contents of Master Deed*
- *Master Deed*
- *By Laws*
- *Condominium Site Plans*
- *Articles of Incorporation of Association*
- *Escrow Agreement*
- *Sample Purchase Agreement*
- *Sample Waiver of Right of Withdrawal*
- *Sample Acknowledgment*
- *Regulations Regarding Violations Process*
- *Sample Violation Form*

DISCLOSURE STATEMENT

FENTON ORCHARDS ATTACHED UNIT CONDOMINIUM

Fenton Township, Genesee County
State of Michigan

Fenton Orchards Attached Unit Condominium is a residential site condominium project containing 42 single family building sites, each of which constitutes a condominium unit. During the period ending six years from the recording date of the Master Deed, the project may be expanded by the addition of adjoining land to create additional units in proposed Phase II. With the authorization of Fenton Township, other lands may be added to the Condominium Project and if added the total maximum number of units will be increased.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYERS 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 LEGAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT. REALTORS, SELLERS, OFFICERS AND EMPLOYEES AND OTHER AGENTS FOR DEVELOPER CANNOT GIVE LEGAL ADVICE TO POTENTIAL PURCHASERS.

Effective date: 12 September 2001

FENTON ORCHARDS [ATTACHED UNIT]
C O N D O M I N I U M

DISCLOSURE STATEMENT

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DISCLOSURE STATEMENT
FENTON ORCHARDS CONDOMINIUM

I. Introduction

Condominium development in Michigan is governed largely 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

A. General. Condominium is a method of subdividing and describing 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 the property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his Unit, an individual 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 with each Unit being assigned an equal percentage of value.

All portions of the Project not included within the Units constitute the Common Elements. Limited Common Elements are those Common Elements which may be set aside for use by less than all Unit owners. General Common Elements are all Common Elements other that Limited Common Elements. The General Common Elements are described in Section 1 of

Article IV of the Master Deed and the Limited Common Elements are described in Section 2 of Article IV of the Master Deed.

The project is administered generally by Fenton Orchards 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 or, in the case of Units added to an expanding Project by amendment to the Master Deed, the year in which any such amendment is recorded, 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. In the year in which the Project is established or in which an expansion amendment is recorded, the taxes and assessments for the Units covered by the Master Deed or expansion amendment usually 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.

B. Condominium Building Sites. Fenton Orchards Attached Unit Condominium is different from most residential condominium projects in this area because the condominium units in this Project consist of only the individual building sites, and the Common Elements do not include the residences and other improvements to be constructed on the sites or appurtenant to the sites as Limited Common Elements. Each condominium unit consists only of the land included within the boundaries of the condominium unit. In the more common form of residential condominium project, the units consist of the air space enclosed within each of the residence units, and the Common Elements include the exterior structural components of the residences. In Fenton Orchards Condominium, each owner holds an absolute and undivided title to his Unit and to the Residence and other improvements located thereon (to the extent such improvements are not designated in the Master Deed as Common Elements). Unlike the usual residential condominium project, each owner in this Project also will be responsible for maintaining fire and extended coverage insurance on his Unit and the residence and other improvements located thereon and appurtenant thereto, as well as personal property, liability and other personal insurance coverage. The Association will maintain only liability insurance coverage for occurrences on the Common Elements and such other insurance on the Common Elements and otherwise as is specified in the Condominium Documents.

C. Other Information. Although the foregoing is generally accurate as applied to Fenton Orchards Attached Unit Condominium, the details concerning any particular subject may vary substantially. Accordingly, each purchaser is urged to carefully review all of the documents contained in the Fenton Orchards Attached Unit Condominium Purchaser Information Booklet as well as any other documents that have been delivered to the purchaser in connection with Fenton Orchards Attached Unit Condominium. 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. Size, Scope and Physical Characteristics of the Project. Fenton Orchards Attached Unit Condominium is comprised of 42 residential Units in Phase I, each of which consists of a building site as delineated on the Condominium Subdivision Plan, and upon which is to be constructed a residence and related improvements. The Developer has reserved the right to expand Fenton Orchards Condominium by adding additional units in proposed Phase II.

B. Utilities. Fenton Orchards Attached Unit Condominium is served by natural gas, electric, municipal waste water disposal and water supply, telephone service and cable television service. All services will be individually metered to each residence and will be the responsibility of the owner. Gas and electric service is furnished by either Consumers Power Company or by Detroit Edison Company and telephone service is provided by Michigan Bell Telephone Company (and other local providers), sewage disposal and water supply by Fenton Township and Genesee County Sewer and Water Authority and cable television service by Company. The costs of maintaining, repairing and replacing the utility leads (i.e., from the main to the point of entry to each residence) shall be the responsibility of the owner of each residence. Trash removal from each Unit will be the responsibility of the Co-owner.

C. Roads. All roads within the Project are intended to be private. The Association will be responsible for maintaining and clearing (including snow removal) all roads in the Project. Replacement, repair and resurfacing of the roads 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. However, they are substantiated. It shall be the

responsibility of the Association to inspect and perform preventative maintenance of condominium roadways on a regular basis in order to maximize the life of such roadways and to minimize repair and replacement costs.

D. Reserved Rights of Developer

(1) Expansion of Project. The Developer has reserved the right to expand the Project into proposed Phase II consisting of additional units on or before six years from the recording date of the Master Deed. In connection with such expansion, the Developer has also reserved the right to add all or a portion of certain adjacent land outside of proposed Phase II and proposed Phase III and to define and redefine General or Limited Common Elements as may be necessary to adequately describe and service the expansion land and to change the nature of any Common Element previously included in the Project to achieve the purposes of such expansion, including, but not limited to, the connection of existing roadways to any roadways planned for the expansion land, and to provide access to any condominium units over such roadways. The Developer also has the ability to develop the expansion land without adding it to the Condominium.

(2) Sole Right to Approve/Construct Improvements. No residence or other improvement may be constructed in the Project until the Developer has approved the contractor and the plans and specifications for the residence or other improvement, or may the exterior appearance of any existing improvement in the Project be altered without the Developer's prior consent.

(3) Conduct of Sales Activities. Until all of the Units in the Project have been sold (including the initial phase and any expansion phases), the Developer has reserved the right to maintain a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas and such access to, from and over the Condominium Property as may be reasonable to enable development and sale of the Project.

(4) Right to Amend. In addition to Developer's expansion right, the Developer has reserved the right to amend the Master Deed and its exhibits without approval from owners and mortgages for the purpose of correcting errors and for any other purpose so long as the amendment would not materially change the rights of an owner or mortgagee. Further, the Master Deed cannot be amended without the Developer's approval during the development period.

(5) 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 maintenance, repair, decoration or replacement obligations and/or to further the Developer's development of adjoining lands.

(6) 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 of the Board of Directors of the Association.

IV. Legal Documentation

A. General. Fenton Orchards Attached Unit Condominium was established as a Condominium Project pursuant to the Master Deed recorded in the Genesee County records and contained in the Fenton Orchards Attached Unit Condominium Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit "A", the Condominium Subdivision Plan as Exhibit "B" and the Articles of Incorporation of Fenton Orchards Condominium Association as Exhibit "C".

B. Master Deed. The Master Deed contains the definitions of certain terms used in the Condominium Documents, the percentage of value assigned to each Unit in the Condominium Project, a general description of the Units and General and Limited Common Elements included in the Project and a statement regarding the relative responsibilities for maintaining the residences and other improvements and the Common Elements in the Project. Article VII contains the provisions relating to the expansion of the Project, Article VI covers easements, Article V covers Unit Boundary Relocations, Article VIII covers the provisions for amending the Master Deed and Article IX provide that the

Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the Condominium Documents or by law.

C. Condominium Bylaws. The Bylaws contain provisions regulating building and use restrictions and other 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. 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 two dimensional 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 Other Service Organizations

A. M-59, Inc. M-59, Inc., the developer of the Project, is a Michigan corporation established for the purpose of developing Fenton orchards Condominium. Fenton Orchards Condominium is the first endeavor of M-59, Inc. in condominium development. The Developer expects to act as general contractor improving the Project site, including installation of utility mains, streets and grading of condominium units. The principals of the Developer are James D. Boldrey and Donalyn Scheuner. The Construction Managers of the Project are Howard H. Scheuner and Howard F. Scheuner.

B. Legal Proceedings Involving the Condominium Project. The Developer is not aware of any 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 Fenton Orchards Condominium Association, which has been incorporated as a Michigan nonprofit corporation. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws 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.

Within one hundred twenty (120) days after the conveyance of title to twenty-five percent (25%) of the Units that may be created, one of the three directors will be selected by the nondeveloper owners of the Units; and not later than one hundred twenty (120) days after the conveyance of title of fifty percent (50%) of the Units, the nondeveloper owners shall elect not less than one-third (1/3) of the directors, except that the Developer shall have the right to designate at least one director as long as it owns at least ten percent (10%) of the Units that may be created in the Project. Regardless of the number of Units then conveyed, fifty-four (54) months after the first conveyance, nondeveloper owners may elect directors in proportion to the number of Units which they own.

Within one year from the date of the first conveyance, or within one hundred twenty (120) days after conveyance to purchasers of twelve (12) Units, whichever first occurs, the Developer shall establish an advisory committee to serve as liaison between the nondeveloper owners and the Developer.

The First Annual Meeting must be held on or before the expiration of one hundred twenty (120) days after nine (9) of the Units have been sold or within fifty-four (54) months after conveyance of the first Unit, 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 of the Association. The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

If the Project is not expanded and the Developer determines future expansion will not occur, the Developer may accelerate the transition of control of the Association by waiving the right to expand and waiving some or all of the rights to designate Directors of the Association provided in the Condominium Bylaws as contemplated by the Michigan Condominium Act and described above.

B. Percentages of Value. The percentage of value of each Unit in Fenton Orchards Condominium is equal. The percentage of value assigned to each Unit determines, among other things, the value of each co-owner's vote and his proportionate share of regular and special Association assessments and of the proceeds of administration of the Project.

C. Project Finances.

(1) Budget. Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the Project. The initial budget 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 Common Element components of the Project. Since the budget must necessarily be prepared in advance, it reflects estimates of expenses. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to serve the Condominium Project change in cost in the future, the budget and the current budget of the Association has been attached as an exhibit to this Disclosure Statement.

(2) Assessments. Each owner of a Unit, other than the Developer, must contribute to the Association to defray expenses of administration. Assessments are based upon the percentage of value assigned to each Unit. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2(b) of the Bylaws. The Developer's obligation for contributing to expenses of administration of the Project is set forth in Article II, Section 7 of the Bylaws.

(3) Other Possible Liabilities. Each purchaser is advised of the possible liability of each Unit 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 have become due prior to foreclosure. These unpaid assessments are common expenses which are collectable from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. Condominium Association Management Contract.

No Management Contract has been entered into with a management agent for the Project at this time, but it is expected that the management of the Project will be handled by an affiliate of the Developer. Section 55 of the Condominium Act allows the Condominium Association to void a Management Contract with the Developer or its affiliates to the extent it extends more than one year beyond the date that control of the Condominium Association is turned over to its members.

E. Insurance.

(1) Title Insurance. The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by a title insurance company at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The title insurance company for the Project, until changed by the Developer, is Metropolitan Title Insurance Company. The cost of the owner's 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 fire and extended coverage, vandalism and malicious mischief and liability insurance and worker's compensation insurance, if applicable, with respect to all of the Common Elements of the Project. The 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 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. Upon request, a copy of the Certificate of Insurance with respect to the Condominium Project will be furnished to each owner upon closing the sale of his Unit.

Each owner is responsible for obtaining insurance coverage with respect to the residence and other improvements constructed on his Unit, including the contents thereof, and other appurtenances thereto, and for liability for injury within his Unit and the improvements thereon and upon Limited Common Elements assigned to his Unit, if any.

The Association should periodically review all insurance coverage to be assured of its continued adequacy and each owner should do the same with respect to his personal insurance.

F. Restrictions on Ownership, Occupancy and Use. The Bylaws set forth restrictions upon the ownership, occupancy and use of a Unit in the Condominium Project. It is impossible to paraphrase these restrictions without risking the omission of some provision 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 uses intended by the Purchaser.

VII. Rights and Obligations as Between Developer and 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 Escrow Agreement. Those documents contain, among other provisions, the provisions relating to the disposition of earnest money deposits advanced by the purchaser prior to closing and the anticipated closing adjustments, and should be closely examined by all purchasers. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to Developer until conveyance of title to a purchaser and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete. The only improvements labeled "must be built" on the Condominium Subdivision Plan are streets and utility mains since the Units are unimproved building sites.

B. At Closing. Each Purchaser (other than a land contract purchaser) will receive, by warranty deed, fee simple title to his Unit, excepting oil, gas and mineral rights, 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 the purchase agreement for the Unit.

C. After Closing.

(1) General. Subsequent to the purchase of the Unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any provisions of the Purchase Agreement are intended to survive the closing.

(2) Condominium Project Warranties. The Seller is warranting only that certain utility mains have been or will be installed to the perimeter of each unit to serve such unit and that, upon payment of normal fees, purchaser will be entitled to issuance of a building permit with respect to his unit. The Developer warrants that the private roads and utilities providing access and utility services to the unit will be constructed in a good and workmanlike manner. The Developer will make reasonable repairs to cure defects when written notice of the defects is given to the Developer with one (1) year of substantial completion. A road is substantially complete when it can be used by cars and light trucks on a regular basis. A utility service is substantially complete when it can be connected to, and provide regular service for, homes to be constructed on the Units.

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 a 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. Certain of the terms used herein are defined in the Condominium Act or the Master Deed of the Project.

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

The description of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various Condominium Documents. Each purchaser is referred to the Master Deed and other instruments contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Commerce, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purpose of the Disclosure Statement and rules of the Michigan Department of Commerce.

FENTON ORCHARDS ATTACHED UNIT CONDOMINIUM
PROPOSED ANNUAL ASSOCIATION BUDGET

The following budget is prepared by the Developer regarding the common expenses which will most likely be incurred by the Association of Co-owners in the first year of its operation and is based upon rough estimates as projected and identified below.

THE ACTUAL FIGURES MAY DIFFER FROM THOSE REFLECTED HEREIN DUE TO THE PASSAGE OF TIME, AND SALES OF ADDITIONAL UNITS

• Lawn maintenance, snow removal, road maintenance and repair, etc.	$ 5,000.00
• Insurance *	$ 4,500.00
• Accounting, legal, misc. expenses	$ 3,500.00
• Reserve for major repair and replacement **	$ 7,000.00
TOTAL ANNUAL BUDGET	$20,000.00

Regardless of the actual charges for the items as listed above, it is currently anticipated that the individual monthly dues from each owner/purchaser of a unit within the Fenton Orchards Attached Unit Condominium shall be **one hundred twenty-five dollars ($125.00) monthly per unit.**

Therefore, based upon the above estimates, the monthly assessment which each Co-owner would pay per unit would be approximately $125.00 per month. The Developer and/or the Association will supplement the budget for the calendar years subsequent to 2001.

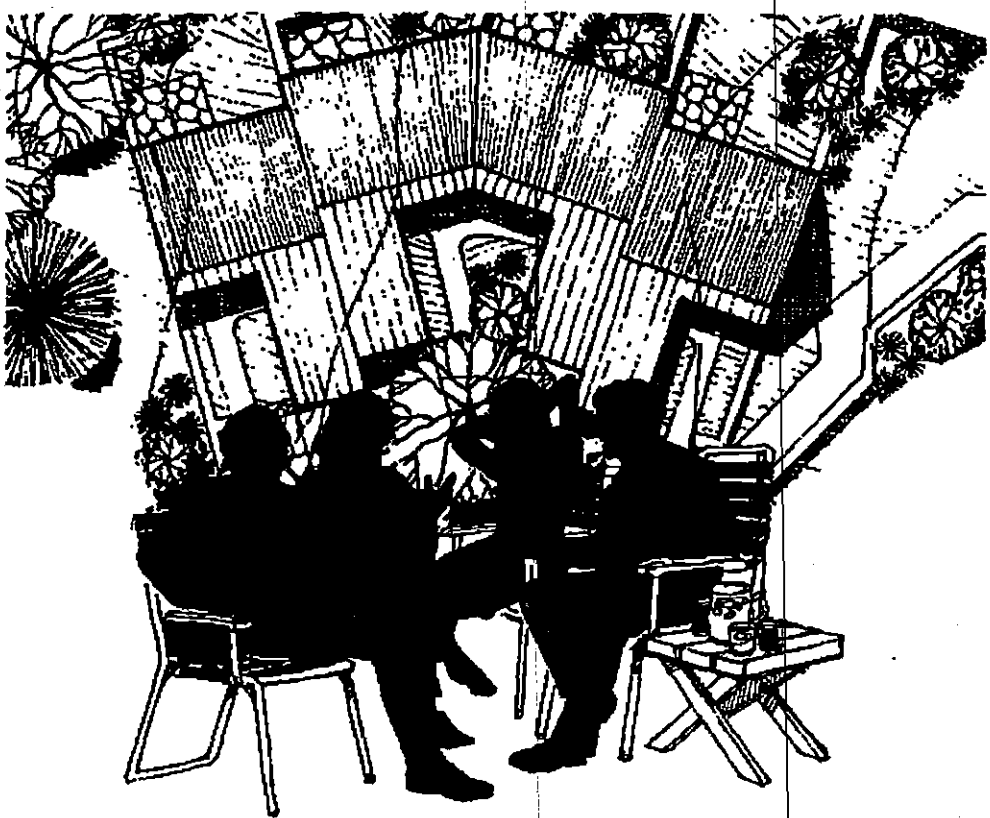
* The insurance estimate includes vandalism and malicious mischief and liability insurance.

** The reserve for major repair and replacement of all limited and general common elements is based upon an estimate of approximately 35% of the total. There is no assurance that this amount will be adequate.

All of the above amounts can be adjusted as the Developer and/or Association of Co-owners deems appropriate. They are shown here merely as an estimate for the first year of operation. There are no other fees, payments or services which are paid or furnished directly or indirectly by the Developer, which would later become an expense of administration although the Association of Co-owners could decide or determine other expenditures are necessary.

The Condominium Buyers Handbook

down-to-earth answers to your questions
about the condominium concept in Michigan



Corporation and Securities Bureau/Michigan Department of Commerce

Do You Know ...

- Your rights and responsibilities as a co-owner?
- The developer's background and financial references?
- What's planned for future development in the project?
- The developer's rental policy?
- When the recreation facilities will be completed?
- Who will control the recreation facilities?
- What's included as standard equipment in your unit?
- What's under warranty?
- What costs are included in the monthly assessment?
- When the co-owners will be permitted to vote for directors of the condominium's Association?

- Flow condominium living differs from other types of residential living?
- The difference between a Preliminary Reservation Agreement and a Purchase Agreement?

You Should Know The Answers To These Questions Before Buying A Condominium

Introduction

The first edition of this booklet was published by the Corporation and Securities Bureau, Michigan Department of Commerce in 1975. Since then, there have been changes in both the condominium industry and the law governing the development of condominiums. On March 14,1978, a new condominium act, designed in part to provide condominium purchasers more protection than the previous Horizontal Real Property Act of 1963, was signed into law and the handbook was revised to reflect the changes.

On January 17,1983, an amendment to the Condominium Act (1978, PA 59) became effective. This amendment, P.A. 538 of 1982, changed the law so that condominium developers will no longer file applications with the Department of commerce for approval of their project before marketing units or establishing the project by recording the condominium documents with the county register of deeds. This latest edition updates the information to include 1982 PA 538 and subsequent amendments.

While the condominium concept has expanded in recent years to include commercial and industrial projects, the information presented in this booklet is directed primarily toward the prospective buyer of a residential condominium. Read this booklet and all documents relating to the particular project carefully so you may make an informed decision.

Keep in mind that most developers have well-earned reputations for honesty, integrity and competence. If a negative factor is encountered in a particular project, it does not necessarily mean the project is unsound or that the developer is unscrupulous. It may be due to an oversight or lack of understanding which can be easily corrected.

In all cases, we recommend that you seek professional assistance from a lawyer or other business advisor before buying a condominium.

What Is a Condominium

You've heard about condominiums, read newspaper ads, or perhaps have a friend or relative who is living in one. Now you are considering the purchase of a condominium unit for yourself.

What, actually, is a condominium?

The word *condominium* comes from a Latin word meaning common ownership or control. Ordinarily it means individual ownership of all the space inside the inner walls of an apartment or house and common ownership of the structures and land. This division between exclusive and common ownership exists regardless of the form or design of the project. The project may take the form of a high-rise, duplex, townhouse, or single family dwelling. In other forms of condominium projects such as mobile homes, campground, or marina, the exclusive ownership may be merely a cube of airspace within which a mobile home, recreational vehicle, or boat is parked or anchored. The common ownership would be the land and improvements such as concrete pads and piers and the utility systems.

The inner space, which you own, is yours to decorate, to maintain, to live in. Usually, everything else in the condominium development-the exterior walls, the land, the common hallways, the recreation facilities-is the common property of everyone who owns a unit and is termed common elements.

Limited or General Common Elements

Some of this commonly-owned property, such as your patio or balcony or carport space, is called *limited common elements* and is restricted to use by your family only. In the case of stairways or laundry facilities it may be limited to other families who live in your building, but it remains the common property of all the co-owners in the development. The rest of the common elements-roads, green areas, recreation facilities-are termed *general common elements* and are available for use by everyone in the development. You must read your legal documents carefully to understand which parts of your condominium are designated as limited, or general, common elements.

The co-owners of a condominium are legally organized into an association, which is responsible for governing and maintaining the common elements of the condominium. Each co-owner pays a monthly fee or assessment for these services.

Condo Advantages

Condominiums account for an increasing share of the housing market. There are several reasons for this:

- Condominiums, like single-family homes, offer owners certain tax deductions, appreciate in equity value and (unlike rentals) offer assurance of long-term occupancy.

- Condominiums often are more convenient to shopping and business facilities due to land use patterns, and demand less individual maintenance than single-family homes.

- Condominium projects may contain more recreational facilities (such as swimming pools and tennis courts) than an individual homeowner could reasonably afford.

- Condominiums are an economical and environmentally sound use of land compared to a subdivision containing the same number of living units.

How They Began

Condominiums are not a new concept in housing. The Romans used them and they were popular in the walled cities of the Middle Ages in what is now Western Europe. In the first half of the 20th century other European countries enacted statutes permitting condominiums.

A few condominiums existed in the United States as early as 1947, but they were not legally established in this country until 1961.

The concept of condominium housing was first incorporated into Michigan law with the passage of the Horizontal Real Property Act in 1963. Fifteen years later this law proved inadequate to meet the needs of the fast-growing condominium industry and in 1978, a new Michigan condominium law was enacted, PA 59 of 1978. This law, administered by the Corporation and Securities Bureau of the Michigan Department of Commerce, is important to buyers and developers of condominiums in Michigan because it provides safeguards for both parties and outlines the rights and responsibilities of each.

For condominium purchasers it establishes the legal basis for two relationships: (1) between the buyer and the developer of the condominium, and (2) between the owner of a condominium unit and the association of co-owners.

The Buyer and the Developer

> Section 21 of the Michigan Condominium Act provides in part that: "A condominium unit located within this state may not be offered for its initial sale in this state unless the offering is made in accordance with this Act or the offering is exempt by rule of the administrator."

P.A. 538 of 1982, effective January 17,1983, changed the law, in that the developer is no longer required to have a Permit To Take Reservations or Permit To Sell prior to offering condominium units to the public. In addition, developers and associations will no longer be required to obtain approval of amendments to project documents, even though the documents may indicate approval is required.

Under the amended Condominium Act, the developer will be required, unless exempt, to meet a more stringent escrow requirement. The developer is required to create a series of escrow accounts to assure completion of the construction of a phase of a project once sales have started. A licensed architect or engineer would determine if the project was substantially complete or would set the amount of escrow necessary to ensure the developer's ability to complete those portions of the project that must be built.

Advertising and Sales

There are some prohibitions on the content of the developer's advertising, including newspaper ads, radio and television announcements, brochures, material in the sales office, sales presentations, and the housing models themselves.

The developer or salesman cannot advertise or tell you orally

- that your unit will automatically increase in value if you wish to sell in the future;
- that you must act quickly to purchase a unit because of limited availability or because the price will increase, unless this is actually the case;
- that you will receive a discount or savings, or that you will receive "free" goods or services for purchasing a unit, unless this is actually the case.

In a model of the unit, the developer must tell you which items are not standard equipment, such as special flooring, carpeting, ceiling beams, moldings, light fixtures, patios, fences, or other features.

Persons selling condominiums in Michigan are also subject to the rules of the Michigan Department of Licensing and Regulation and are usually required to hold a real estate broker's or salesperson's license.

Preliminary Reservation Agreements and Purchase Agreements

Once you've made up your mind which condominium you want, you will be asked to sign one of the following agreements:

Preliminary Reservation Agreement This agreement will never become a binding sales document. It is not binding on either you or the developer. It simply gives a prospective purchaser the first opportunity to buy a specific unit once the developer has established the project. Many developers use this method to test the market for their project. Since the Preliminary Reservation Agreement can never become a binding sales document, you must

then enter into a Purchase Agreement with the developer, if you decide to buy. 1-however, should you cancel, the developer must refund your money within three business days.

Purchase Agreement This agreement may be the first agreement you sign with the developer or it may follow the use of a Preliminary Reservation Agreement. In either case, this agreement is not binding until nine business days after the developer has delivered the condominium documents to you, as the prospective purchaser. The condominium documents that must be delivered would include:

— the recorded master deed, which would include as attachments the condominium bylaws and condominium subdivision plans

— a copy of the purchase and escrow agreements

— Condominium Buyers Handbook

— Disclosure Statement

— If the project is a conversion, the developer must disclose known information regarding the condition of the building, any building code or other regulation violations, and the year(s) of construction of the building

If you decide not to buy during the nine business day "cooling off" period, you may still request and receive your deposit in full, within three business days of cancellation notification.

If you decide to withdraw *after* the cooling off period, your deposit may be forfeited. A provision in a purchase agreement for liquidated damages in case of default is limited by the Condominium Act to a reasonable percentage of the purchase price of the condominium unit. The provision does not prevent the developer from recovering actual damages.

If you want to close the transaction immediately without waiting for the nine business day "cooling off" period, you can do so by signing a written waiver. The sale of the unit could then be concluded when the certificate of

occupancy is issued to the developer, and other requirements in the purchase agreement are completed.

The agreements and other documents used for the offer and sale of condominium are different from those used for the offer and sale of conventional real estate. It is important that you seek professional advice or assistance when reviewing the package of documents received before signing a preliminary reservation agreement or purchase agreement. You may also find it necessary to modify an agreement or contract to meet your particular needs or circumstances. You may be subject to a binding purchase agreement before construction begins or is completed.

The Master Deed, Condominium Bylaws and the Disclosure Statement

The condominium documents mentioned in the preceding section-the master deed. condominium bylaws and disclosure statement-contain important information about the project in which you're interested.

The master deed and condominium bylaws, along with the condominium subdivision plans, are the basic documents establishing and describing your condominium and the future operation of the project. These documents must be recorded with the Register of Deeds in the county where the condominium is located.

The disclosure statement contains a summary of important information about the developer's previous experience.

What Percent of the Project Do You Own?

The master deed will designate the percentage of ownership each condominium unit has in the total project. This percentage of value will determine your obligation for payment of assessments and may determine your voting percentage at association meetings. In some instances, the master deed may state that all votes and obligations to pay assessments will be equal. The percentage of value in that case only describes what your percentage of ownership in the total property will be. Read your master deed carefully to

determine which method is used. This can be a controversial matter if not fully understood from the beginning.

Read the Fine Print!

Read all these documents carefully. You should be aware of restrictions or covenants which govern the use of your condominium and the surrounding land. Check the master deed and your preliminary reservation agreement or purchase agreement to learn what, if anything, the developer reserves the right to change or modify in the future. The most common reservation is the right to expand or contract the project. Make sure you understand just how the developer plans to do this. Many developers build a small number of units at a time, holding sections of nearby land for other phases or future parts of the condominium. The right to do this is reserved in the master deed. It is important to know what will be built in the vicinity of your condominium.

Other usual reservations are the right to correct survey errors, the right to make changes in the documents that do not materially diminish the rights of the co-owners or mortgagees, the right to assign specific garage or parking space locations at a later date and the right to rent units that are not sold.

You should also inquire about any unusual conditions that might affect the project. If the roads are private, for example, how much will it cost for maintenance? Is there a private water or sewage system? Are there any easements other than public utility easements which might affect the condominium project or your unit?

If your project contains recreational facilities, find out what the developer's financial obligations are for these facilities and the responsibilities of the co-owners for the financing and management of the facilities. Find out if third parties will be using the facilities and when the facilities will be turned over to the association.

Warranties

Most buyers also are interested in the kind of warranty that comes with their condominium. The answer usually is found in the purchase agreement. The

developer normally warrants the project against building defects in materials or workmanship for one year. Be sure to find out when the warranty begins and whether it covers building structures, recreational facilities, roads, sidewalks and shrubbery. Remember that warranties generally cover only new construction. There may be no warranty if you are buying a unit in a conversion project.

Conversions-How Good?

Many conversion projects are offered "as is" to the buyer. Although local authorities may inspect the building's heating, plumbing, and electrical systems, roofing and structure, the developer will not guarantee the project if it is offered "as is." You may want to personally inspect the building for these items.

It is important to be aware when local authorities inspect the building it is to be sure it conforms to construction codes in effect at the time the structure was originally erected or remodeled. This may or may not be up to the current code for new construction depending on the age of the building. Any extensive remodeling done at the time of conversion, however, would have to meet current construction standards.

Pitfalls and Safeguards

Since a condominium is a large investment of your money, ranging from about $20,000 to more than $150,000, it is important that you be fully informed before you buy. And, beyond being fully informed about the condominium itself, the single most important step you can take before you buy is to *know your developer* before entering into a binding agreement. The two things you should be looking for in a developer are competence and integrity. Ask about the developer's previous experience. The disclosure statement will list the names and addresses of projects with which the developer has been associated. Visit those projects and talk to the people who live in them. If people are already living in the condominium project you are considering, discuss the project and the developer with them.

The "pitfalls" mentioned here represent problems a person could conceivably encounter in the purchase of a condominium. The "safeguards" describe steps one can take to avoid them.

1. *Pitfall*—Yielding to a high pressure sales pitch by signing contracts or agreements which you do not fully understand.

   Safeguard—Do not take a chance on losing your investment. Carefully review all documents and seek professional assistance.

2. *Pitfall*—Falling for a sales pitch which emphasizes the advantages of equity buildup and maintenance-free living, but does not point out the responsibilities of owning a condominium.

   Safeguard—Do not be gullible; get all the facts and weigh them. Owning a condominium is not the same as renting an apartment where you can rely on the landlord to maintain your building. You and other co-owners are your own landlords and will be collectively responsible for arranging for the upkeep of your project.

3. *Pitfall*—Entering into a binding purchase agreement which does not depend on your being able to obtain a mortgage commitment or acceptable financing.

   Safeguard—Do not sign a binding purchase agreement until you have arranged your financing or unless the agreement specifies that it is dependent upon your ability to obtain a mortgage commitment for the condominium you wish to buy. Otherwise you

could lose your deposit as liquidated damages if you are unable to obtain financing.

4. *Pitfall* — Assuming that you will have to pay only the purchase price before moving into your condominium.

Safeguard — Determine in advance the total amount due at the time you complete the deal. In addition to the purchase price, you may have to pay settlement or closing costs. Some developers also charge advance assessments which are due at closing. Find out if your developer does this and determine how the advance assessments will be used.

5. *Pitfall* — Relying on verbal promises regarding such matters as when your unit will be ready for occupancy, warranties, stability of monthly assessments and items the developer will install.

Safeguard — Do not rely on verbal promises. If you are promised something, insist that it be put in writing and signed by the person who made the promise. If you have been given a date when your condominium will be ready, find out if the date has been given on a firm commitment basis (that it will be ready on that date no matter what), or if the date is subject to change under certain 4, conditions (strikes, material shortages or other reasons). If you are shown a model unit, find out what items will be included in your unit and be sure they are written into the purchase agreement.

6. *Pitfall* — Assuming that you will not be able to hear your neighbor because your condominium has been "sound conditioned."

Safeguard — Sound conditioning is not the same as sound proofing. Sound conditioning merely means that the developer has taken some steps to reduce the transmission of sound between units-not to eliminate it.

7. *Pitfall* — Deciding to purchase a unit in a "conversion" condominium project because "they don't make 'em like they used to and the price is right."

Safeguard—Purchase price savings can be quickly used up through high assessments. When buying a condominium in a structure which has been converted from an existing building, keep in mind that you will not only become the owner of a unit, but also a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for a copy of an architect or engineer's report on the condition of all building components and their expected useful life. Ask to see copies of the building maintenance records for preceding years. Find out what improvements the developer has made. Do not be misled by a fresh coat of paint and new carpeting. Find out what, if any, warranties remain.

The Buyer and the Association

When you take title to your unit, you automatically become a co-owner and a voting member of the co-owners' association formed to administer the affairs of the condominium. The association is usually a non-profit corporation. The value of each vote is normally determined by the percentage of value given to each living unit and is stated in the master deed. However, voting and the obligation to pay assessments may not necessarily be equal, and this fact also must be stated in the master deed and condominium bylaws.

Who's in Charge?

The association is governed by a board of directors appointed by the developer until the first annual meeting. This initial meeting of the co-owners to elect members to the board of directors may take place one year or more after the master deed is recorded. The provisions for holding the annual meeting and designating the voting procedures are included in the condominium bylaws, along with other information about the operation of the association. The condominium bylaws are attached to and incorporated by reference in the master deed you receive when you buy a condominium. The bylaws should be read carefully as they may contain complete provisions outlining your rights as an owner as well as the scope of activities permitted co-owners of the project during the transition.

Before the first annual meeting of the association, the developer may have the ability to amend the condominium bylaws so long as the amendment does not materially affect the rights of the co-owners. If units are still being sold after the first association meeting, the developer votes and pays assessments as any other co-owner.

Associations Have Bylaws, Too!

The association also operates under its own bylaws, in addition to the condominium bylaws. Association bylaws provide for the operation of the association as a non-profit corporation including details regarding officers, directors, meetings, order of business, and so forth.

Responsibilities and Rights

The Association

The association usually is responsible for maintenance of the outside of the condominium units, such as hallways, lobby, building exterior, lawn care, snow removal, trash pick-up, street maintenance (if the roads are private), and operation of the common elements, including the recreation facilities, heating plant, water or electric systems. These jobs are done through a management firm or manager hired by the association, by employees hired directly by the association, or, in some cases, by co-owners themselves.

The association sets fees for the maintenance of those common elements which fall under its responsibility as stated in the master deed or other condominium documents and may increase the charges. Special assessments may be made by the board of directors to cover capital improvements, but generally any substantial increase in the monthly assessment must first be approved by a vote of the co-owners. The condominium bylaws often set the dollar limit on what may be approved by the board of directors without a vote of the co-owners.

The condominium bylaws also provide methods for settling disputes concerning interpretation or application of the master deed, bylaws, management agreement or between co-owners, between co-owners and the association, or between the association and the management firm.

The Co-owners

While the association is responsible for maintaining the common elements of the condominium, you are responsible for the maintenance and upkeep of your unit interior.

There may be restrictions on your use of your unit that can be enforced by the association. They include such things as: restrictions on pets; selling or renting your unit to someone of your choice; willing it to another person. Check for these in the condominium bylaws.

The association also sets rules for use of the recreational facilities and other common elements. It may require approval of repairs or structural modifications you wish to make in your unit. If you mortgage your unit, you must notify the association of the name of the lender who is holding the mortgage, and the association may inform the mortgage holder of unpaid assessments due from you for your unit. Late charges and other penalties for non-payment of assessments are also common provisions found in the condominium by laws.

All condominium associations created and operating under the Condominium Act must make provisions for a reserve fund to be used for major repairs and replacement of common elements. Ultimately, the co-owners must determine whether the amount kept in the reserve account is adequate for their project.

and More Questions ...

Some additional questions often asked by prospective buyers are:

- What does the monthly assessment include?
- If I don't use all the facilities, why do I have to pay for them?
- What happens regarding unpaid monthly assessments if a co-owner defaults?

The monthly assessment varies from one development to another, but generally includes repairs and maintenance costs, insurance, reserve funds, management costs and upkeep for recreation facilities. You should receive a disclosure statement itemizing the budget at the time you are given the master deed.

If the project is a conversion — that is, converted from rental housing to condominium ownership — the developer should report actual past costs of maintenance and repairs and taxes from previous years and how they compare with the proposed budget. Remember, however, that the project may be assessed differently for tax purposes when it is converted, which could mean a tax increase.

The monthly assessment is considered as a lien on the condominium and you cannot exempt yourself from paying it, whether you use all the facilities provided or not.

If a co-owner loses a condominium unit through foreclosure to a lender, the lender is not liable for assessments charged to the unit and still owing. The unpaid assessments charged to the unit and still owing. The unpaid assessments will be allocated among all of the units, including the foreclosed unit.

What to Do
If You Have a Complaint

A reputable developer is interested in dealing with you fairly if you have problems with your condominium. It is in the developer's best interest to create satisfied owners, and, therefore, the majority of your questions and complaints usually can be handled by direct communication and negotiation between the two of you.

Ask your developer for the name, address and telephone number of the person within its organization to contact when you have a complaint.

If your project was established after the Condominium Act amendments took effect in 1983, your purchase agreement should contain wording that explains your right to take any claims against the developer, which involve $2,500.00 or less, before the American Arbitration Association.

There are procedures to follow if you are not satisfied with the construction of the development, or you think you have been misinformed by a condominium sales representative, or you are in disagreement with the practices of the co-owners' association, or if some other problem does arise.

If your difficulty is with the developer, first contact the developer by letter. If no response is received within 15 days after the developer receives a certified, return receipt requested letter, contact:

1. For Construction Defects:

   A. Your local building inspector

   B. Michigan Department of Licensing and Regulation,
   Bureau of Commercial Services, Enforcement Division,
   P.O. Box 30018, Ottawa Building North,
   Lansing, MI 48909
   Telephone: (517) 373-9153

2. For Sales Misrepresentations:

   Michigan Department of Licensing and Regulation,

Bureau of Commercial Services, Enforcement Division,
PO. Box 30018, Ottawa Building North,
Lansing, MI 48909
Telephone: (517) 373-9153

3. Actions Regarding Purchase Agreement or Master Deed:

Corporation and Securities Bureau
Michigan Department of Commerce,
PO. Box 30222, Lansing, Michigan 48909
Telephone: (517) 334-6203

If you have a complaint with the association at the time it is controlled by the co-owners or with other co-owners, check the condominium bylaws to find out what recourse you have. Neither the Corporation and Securities Bureau nor other state agencies generally have jurisdiction over complaints between these parties.

The Condominium Act now provides in Section 145 that upon receipt of an oral or written complaint with respect to a developer of a condominium project, the Corporation and Securities Bureau shall forward a copy of the complaint to the affected developer, and shall mail a notice of the available remedies to the complainant. At the end of this handbook is a section entitled, "Available Remedies Under the Condominium Act."

The jurisdiction of certain agencies such as the Michigan Department of Licensing and Regulation may be limited to complaints filed within a specific period of time after construction or sale. For this reason it is important that you pursue any complaints quickly and be able to back up any claims.

Remember:

The best protection in buying a condominium is your own common sense. Follow these steps and you should enjoy condominium ownership:

1. Know Your Developer.

2. Read and Know the Contents of Your Condominium Documents.

3. Get Sales Promises in Writing.

4. Don't Submit to High Pressure Sales Tactics.

5. Get the Answers to the Questions in This Book.

What the Words Mean

Assessment (Operating)

Proportionate share of the budgeted annual cost which is paid as a monthly charge to maintain the common areas and elements of a condominium and to maintain a sufficient reserve fund to assure financial stability.

Assessment (Special)

An assessment made for some special purpose or because of inadequate budgeting of operating expenses.

Association of Co-Owners

All of the co-owners acting as a group in accordance with the master deed and bylaws for the administration of the project. The co-owner can exercise voting rights in the association.

Condominium Bylaws

The operation of the property is governed by a set of bylaws which are recorded with the master deed. The bylaws impose certain duties and obligations on the co-owners and the association such as timing of meetings, record keeping, and determination and collection of assessments.

Association Bylaws

The association bylaws set forth the operating procedures for the association.

Common Interest

The percentage of undivided interest in the common elements apportioned to each unit as expressed in the master deed.

Co-Owners

A person who buys a unit in a condominium project becomes a co-owner. A co-owner owns a divided interest in the unit purchased, which may be a fee simple interest or a land contract vendee's interest, and has an undivided co-interest in all the common property in the condominium project.

Default

The failure to meet certain contractual obligations, such as monthly payments or maintenance of the property.

Easement

An easement in a condominium refers to the right of use under, across or over the land and improvements in the condominium, such as the sewer pipe or utility easement running beneath the surface of the land, the right to walk over a parking area or over the lobby area and stairways, and the right to have the utility lines running through the wails of a building.

Escrow Funds

Subscription deposits or down payments required to be held unused, until the condominium project is recorded and titles are conveyed to each buyer.

Liability and Hazard Insurance (Association)

Insurance to protect against negligent actions of the co-owners association and damages caused to property by fire, windstorm, and other common hazards. This policy differs from the homeowner's personal insurance on the unit and furnishings.

Lien

A claim recorded against a property as security for payment of a just debt.

Limited Common Element

Those common elements designated in the Master Deed and reserved for the use of a certain unit to the exclusion of other units, such as hallways on a given floor reserved for the use of the apartment owners on that floor, carports, patios, or balconies.

Master Deed

The basic document used in the creation of a condominium, describes the division of the project into units and common elements.

Mortgage Commitment

The written notice from the bank or other lender saying that it will advance the mortgage funds in a specified amount to enable one to buy the unit.

Reserve Funds (Replacement)

Funds which are set aside usually in escrow from monthly association assessments to replace common elements, such as roofs, at some future date.

Taxes

Local real estate taxes are levied on the individual units and not on the condominium association.

Undivided Interest

In condominium law, the joint ownership of common areas in which the individual percentages are known but not applied to separate the areas physically. This situation is similar to the joint ownership of an automobile or home by husband and wife.

Available Remedies Under The Condominium Act

Section 145 of the Act provides that at a minimum, a purchaser would have the following remedies available to resolve a complaint:

1. The right to bring an action under Section 115 of the Act.

   Section 115 provides a person or association of co-owners adversely affected by a violation of, or a failure to comply with, the Act, Rules promulgated under the Act, or any provision of an agreement or a Master Deed, may bring an action for relief in a court of competent jurisdiction. This section provides that the court may award costs to the prevailing party. The section also provides that under certain circumstances, the court may award damages to the purchaser because of the developer's actions.

   A purchaser or association of co-owners considering this remedy should consult with their legal advisor.

2. The right to arbitration under Section 144 of the Act. Section 144 provides:

   (1) A contract to settle by arbitration may be executed by the developer and any claimant with respect to any claim against the developer that might be the subject of a civil action.

   (2) At the exclusive option of the purchaser, co-owner or person occupying a restricted unit under section 104b, a contract to settle by arbitration shall be executed by the developer with respect to any claim that might be the subject of a civil action against the developer, which claim involves an amount less than $2,500.00 and arises out of or relates to a purchase agreement, condominium unit, or project.

   (3) At the exclusive option of the association of co-owners, a contract to settle by arbitration shall be executed by the

developer with respect to any claim that might be the subject of a civil action against the developer, which claim arises out of or related to the common elements of a condominium project, if the amount of the claim is $10,000.00 or less.

(4). The period of limitations prescribed by law for the bringing of a civil action shall apply equally to the execution of a contract to settle by arbitration under this section.

(5) All costs of arbitration under this section shall be allocated in the manner provided by the arbitration association.

(6) A contract to settle by arbitration under this section shall specify that the arbitration association shall conduct the arbitration.

(7) The method of appointment of the arbitrator or arbitrators shall be pursuant to reasonable rules of the arbitration association.

(8) Arbitration under this act shall proceed according to sections 5001 to 5065 of Act No. 236 of the Public Acts of 1961, being sections 600.5001 to 600.5065 of the Michigan Compiled Laws, which may be supplemented by reasonable rules of the arbitration association.

(9) An arbitration award shall be binding on the parties to the arbitration."

A purchaser or association of co-owners considering this remedy should consult with their legal advisor.

3. The right to lodge a complaint pursuant to Article 5 of the. Occupational Code (Section 501 to 522 of 1980 P.A. 299).

A condominium developer may be required to be a licensed residential builder under the Occupational Code. Complaints

concerning construction would be filed with the Department of Licensing and Regulation, Complaint Division, P.O. Box 30018, Lansing, Michigan 48909.

4. The right to initiate an investigation or bring an action under the Michigan Consumer Protection Act, 1976 P.A. 331.
This is an Act to prohibit certain methods, acts, and practices in trade or commerce; to prescribe certain powers and duties; to provide for certain remedies, damages, and penalties: to provide for the promulgation of rules; to provide for certain investigations; and to prescribe penalties.

   Complaints may be filed with the Department of Attorney General, Consumer Protection Division, 525 West Ottawa, Lansing, Michigan 48913. Complaints may also be filed with the Prosecuting Attorney in the county in which the condominium project is located.

   A purchaser or association of co-owners considering this remedy may wish to consult with their legal advisor.

5. The right to notify the appropriate enforcing agency of an alleged violation of the State Construction Code, other applicable building code, or construction regulations. The term "enforcing agency" is defined in the State Construction Code, 1972 P.A. 230, as the local building official.

This handbook is published as a general guide for people considering buying a condominium. It is not intended as a substitute for the Michigan Condominium Act (1978 P.A. 59), or for the rules of the Corporation and Securities Bureau that pertain to condominiums, or for the specific condominium documents of any development.

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Genesee County Register of Deeds

Inst. # 200109120090790

Date 9-12-01

Time 4:45 pm

MASTER DEED

FENTON ORCHARDS
ATTACHED UNIT
CONDOMINIUM

GENESEE CONDOMINIUM PLAN NO. 275

THIS MASTER DEED is made and executed on this 12th day of the month of SEPTEMBER, 2001, by M-59, Inc., a Michigan Corporation, hereinafter referred to as "Developer", whose primary offices are located at 6755 Schultz Road, Alpena, Michigan 49707, and also with offices located at 2850 Fisher Road in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Fenton Orchards Attached Unit Condominium as a Condominium under the Act and does declare that Fenton Orchards Attached Unit Condominium (hereinafter referred to as the "Condominium", "Project", "Attached Units" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented,

occupied, improved, or in any other matter 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, Bylaws and the Exhibits attached hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns.

The following is provided to further establish the Condominium:

ARTICLE I: TITLE AND NATURE

The Condominium shall be known as FENTON ORCHARDS ATTACHED UNIT CONDOMINIUM, Genesee County Condominium Plan No. 275. The engineering and architectural plans for the Condominium were approved by, and filed with, the Township of Fenton. The Condominium is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual Units to be used for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium Project as are designated by the Master Deed. The provisions of this Master Deed, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

The Developer excepts and reserves all of the oil, gas, and other minerals in, under and that may be produced from the lands described in Article II and any other lands hereafter included in the Condominium Project by virtue of expansion of the Condominium Project.

ARTICLE II: LEGAL DESCRIPTION

Fenton Orchards Attached Unit Condominium consists of land and easements, which are expressed by the following legal descriptions for lands and legal descriptions for easements, subject to amendment.

LEGAL DESCRIPTION: PART OF THE NORTH EAST ¼ OF SECTION 12 T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN; COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12 THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD. AND THE POINT OF BEGINNING, THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET; THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 191.28 FEET; THENCE SOUTH 60 DEGREES 05 MINUTES 03 SECONDS EAST, 82.34 FEET; THENCE NORTH 69 DEGREES 22 MINUTES 28 SECONDS EAST, 256.17 FEET; THENCE SOUTH 34 DEGREES 19 MINUTES 08 SECONDS EAST, 177.83 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 03 SECONDS WEST, 258.74 FEET; THENCE SOUTH 16 DEGREES 33 MINUTES 37 SECONDS EAST, 165.08 FEET; THENCE SOUTH 76 DEGREES 37 MINUTES 57 SECONDS EAST, 151.25 FEET; THENCE SOUTH 30 DEGREES 27 MINUTES 20 SECONDS WEST, 237.47 FEET; THENCE SOUTH 03 DEGREES 38 MINUTES 48 SECONDS WEST, 378.26 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 19 SECONDS WEST, 583.31 FEET; THENCE NORTH 48 DEGREES 02 MINUTES 38 SECONDS WEST, 67.69 FEET; THENCE NORTH 48 DEGREES 02 MINUTES 38 SECONDS WEST, 434.74 FEET; THENCE NORTH 43 DEGREES 38 MINUTES 40 SECONDS WEST, 106.48 FEET; THENCE NORTH 10 DEGREES 43 MINUTES 35 SECONDS WEST, 399.16 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.; THENCE ALONG SAID CENTERLINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1060.00 FEET WITH A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 46 MINUTES 37 SECONDS EAST, 335.35 FEET TO THE POINT OF BEGINNING

PRIVATE EASEMENTS FOR INGRESS, EGRESS, PUBLIC UTILITIES, AND RECIPROCAL EASEMENTS: There shall be Utility Easements for private utilities, public utilities, and for ingress and egress as follows:

- The Butternut Court easement is described as follows and on sheet 1 of Exhibit B:

BUTTERNUT COURT EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN; COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12; THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET; THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET TO THE CENTERLINE OF PRINCEWOOD DRIVE; THENCE ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 21 MINUTES 57 SECONDS WEST 53.37 FEET TO THE CENTERLINE OF BOLDREY DRIVE; THENCE ALONG SAID CENTERLINE SOUTH 17 DEGREES 32 MINUTES 52 SECONDS EAST, 286.17 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 29 MINUTES 05 SECONDS WEST, 251.23 FEET; AND SOUTH 24 DEGREES 31 MINUTES 02 SECONDS WEST, 183.56 FEET; AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 301.10 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 00 MINUTES 52 SECONDS WEST, 240.15 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS EAST, 251.90 FEET; AND SOUTH 05 DEGREES 38 MINUTES 45 SECONDS EAST, 78.85 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1021.54 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 05 DEGREES 32 MINUTES 51

SECONDS WEST, 396.60 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 282.00 WITH A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 42 MINUTES 46 SECONDS WEST, 155.20 FEET; AND SOUTH 48 DEGREES 41 MINUTES 06 SECONDS WEST, 339.68 FEET TO THE CENTERLINE OF BUTTERNUT COURT AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT ALONG THE CENTERLINE OF BUTTERNUT COURT; THENCE ALONG SAID CENTERLINE SOUTH 48 DEGREES 41 MINUTES 06 SECONDS WEST, 303.80 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 72 DEGREES 24 MINUTES 11 SECONDS WEST, 152.70 FEET; AND NORTH 88 DEGREES 12 MINUTES 31 SECONDS WEST, 291.93 FEET TO THE CENTER OF A 70.00 FOOT RADIUS EASEMENT WHICH IS THE POINT OF ENDING;

- The Cloverdale Drive easement is described as follows and on sheet 1 of Exhibit B;

  CLOVERDALE DRIVE EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN; COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12, THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET; THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET TO THE CENTERLINE OF PRINCEWOOD DR.; THENCE ALONG SAID CENTERLINE ALONG ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 21 MINUTES 57 SECONDS WEST, 53.37 FEET TO THE

CENTERLINE OF BOLDREY DRIVE; THENCE ALONG THE CENTERLINE OF BOLDREY DRIVE SOUTH 17 DEGREES 32 MINUTES 52 SECONDS EAST, 286.17 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 29 MINUTES 05 SECONDS WEST, 251.23 FEET; AND SOUTH 24 DEGREES 31 MINUTES 02 SECONDS WEST, 183.56 FEET; AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 301.10 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 00 MINUTES 52 SECONDS WEST, 240.15 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS EAST, 251.90 FEET; AND SOUTH 05 DEGREES 38 MINUTES 45 SECONDS EAST, 78.85 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1021.54 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 17 MINUTES 36 SECONDS EAST, 83.86 FEET TO A POINT ON THE CENTERLINE OF CLOVERDALE DRIVE AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT; THENCE ALONG SAID CENTERLINE SOUTH 89 DEGREES 13 MINUTES 06 SECONDS EAST, 114.47 FEET TO THE POINT OF ENDING

- The Apple Blossom Boulevard easement is described as follows and on sheet 1 of Exhibit B;

APPLE BLOSSOM BOULEVARD EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN; COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12, THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO THE CENTERLINE OF FENTON RD.; THENCE ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1060.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 29 DEGREES 46 MINUTES 37 SECONDS WEST, 335.35 FEET;

AND SOUTH 38 DEGREES 52 MINUTES 42 SECONDS WEST, 186.86 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14,654.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 20 MINUTES 56 SECONDS WEST, 240.59 FEET TO THE CENTERLINE OF APPLE BLOSSOM BOULEVARD AND THE POINT OF BEGINNING OF A 50 FOOT WIDE EASEMENT ALONG THE SOUTH SIDE OF THE CENTER LINE OF APPLE BLOSSOM BOULEVARD; THENCE SOUTH ALONG SAID CENTERLINE 49 DEGREES 03 MINUTES 04 SECONDS EAST 261.92 FEET TO THE POINT OF ENDING;

- The Princewood Drive easement is described as follows and on sheet 1 of Exhibit B;

PRINCEWOOD DRIVE EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN; COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12, THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD., THENCE CONTINUING SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET; THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET; TO THE CENTERLINE OF PRINCEWOOD DRIVE AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT; THENCE ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 29 MINUTES 27 SECONDS WEST, 128.43 FEET; AND SOUTH 73 DEGREES 13 MINUTES 21 SECONDS WEST, 407.03 FEET; AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 58 DEGREES 53 MINUTES 58 SECONDS WEST, 136.13 FEET; AND SOUTH 42 DEGREES 31 MINUTES 28 SECONDS

WEST 639.75 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 316.46 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 40 MINUTES 49 SECONDS WEST 328.44 FEET; AND SOUTH 21 DEGREES 34 MINUTES 46 SECONDS 106.23 FEET; AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 30 DEGREES 17 MINUTES 27 SECONDS EAST 75.73 FEET; AND SOUTH 39 DEGREES 00 MINUTES 09 SECONDS EAST 121.67 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 25 DEGREES 16 MINUTES 36 SECONDS EAST 118.64 FEET; AND SOUTH 11 DEGREES 33 MINUTES 04 SECONDS EAST 81.20 FEET; AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 246.81 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 41 MINUTES 10 SECONDS EAST 177.99 FEET; AND SOUTH 53 DEGREES 49 MINUTES 18 SECONDS EAST 330.84 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 55 MINUTES 55 SECONDS EAST 91.22 FEET; AND SOUTH 26 DEGREES 02 MINUTES 32 SECONDS EAST 160.68 FEET TO THE POINT OF ENDING

- The Boldrey Drive easement is described as follows and on sheet 1 of Exhibit B:

  BOLDREY DRIVE EASEMENT DESCRIBED AS PART OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN; COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET;

THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 244.41 FEET TO THE CENTERLINE OF PRINCEWOOD DRIVE; THENCE ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 22 MINUTES 57 SECONDS WEST, 53.37 FEET TO THE CENTERLINE OF BOLDREY DRIVE AND THE POINT OF BEGINNING OF AN 86 FOOT WIDE EASEMENT; THENCE ALONG SAID CENTERLINE SOUTH 17 DEGREES 32 MINUTES 52 SECONDS EAST, 288.17 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 29 MINUTES 05 SECONDS WEST, 251.23 FEET; AND SOUTH 24 DEGREES 31 MINUTES 02 SECONDS WEST, 183.56 FEET; AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 301.10 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 00 MINUTES 52 SECONDS WEST, 240.15 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS EAST, 251.90 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 04 MINUTES 02 SECONDS WEST, 251.90 FEET; AND SOUTH 05 DEGREES 38 MINUTES 45 SECONDS EAST, 78.85 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1021.54 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 05 DEGREES 32 MINUTES 51 SECONDS WEST, 396.60 FEET; AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 282.00 WITH A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 42 MINUTES 46 SECONDS WEST, 155.20 FEET; AND SOUTH 48 DEGREES 41 MINUTES 06 SECONDS WEST, 339.68 FEET TO THE POINT OF ENDING.

PROPOSED CONSERVATION EASEMENTS: There shall be Proposed Conservation Easements for some of the wetlands and natural areas within this

development that shall be off limits to all persons without exceptions and subject to penalties and fines by the State of Michigan, Department of Environmental Quality (MDEQ). As these easements and areas are subject to a separate agreement between Developer and the MDEQ, the nature and extent and restrictions regarding same are subject to change immediately following the recording of this document. The current proposed Conservation Easements are described as follows, and also within Exhibit B, Sheet number 10; and subject to the amendment of those documents:

PART "A" OF CONSERVATION EASEMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 12, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION, THENCE ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION N 87 DEGREES 33 MINUTES 48 SECONDS W, 1378.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST-WEST QUARTER LINE, N 87 DEGREES 33 MINUTES 48 SECONDS W, 126.63 FEET; THENCE N 07 DEGREES 47 MINUTES 15 SECONDS E, 95.94 FEET; THENCE N 49 DEGREES 14 MINUTES 31 SECONDS W, 54.62 FEET; THENCE N 12 DEGREES 20 MINUTES 38 SECONDS W, 61.10 FEET; THENCE N 41 DEGREES 54 MINUTES 21 SECONDS E, 113.34 FEET; THENCE N 10 DEGREES 08 MINUTES 51 SECONDS E, 104.56 FEET; THENCE N 32 DEGREES 07 MINUTES 12 SECONDS W, 43.71 FEET TO A POINT ON THE SOUTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID SOUTH LINE, N 48 DEGREES 40 MINUTES 59 SECONDS E, 50.80 FEET AND ALONG A CURVE TO THE LEFT HAVING RADIUS 315.00 FEET, CENTRAL ANGLE 19 DEGREES 28 MINUTES 34 SECONDS, ARC LENGTH 107.08 FEET, CHORD BEARING N 38 DEGREES 56 MINUTES 45 SECONDS E, 106.56 FEET; THENCE N 87 DEGREES 16 MINUTES 24 SECONDS E, 116.81 FEET; THENCE N 33 DEGREES 50 MINUTES 52 SECONDS E, 71.67 FEET; THENCE N 11 DEGREES 17 MINUTES 21 SECONDS E, 216.45 FEET; THENCE N 00 DEGREES 01

MINUTES 58 SECONDS E, 70.95 FEET TO A POINT ON THE SOUTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID SOUTH LINE ALONG A CURVE TO THE RIGHT HAVING RADIUS 197.00 FEET, CENTRAL ANGLE 23 DEGREES 15 MINUTES 24 SECONDS, ARC LENGTH 79.96 FEET, CHORD BEARING S 77 DEGREES 35 MINUTES 27 SECONDS E, 79.42 FEET; THENCE S 06 DEGREES 07 MINUTES 17 SECONDS E, 71.15 FEET; THENCE S 19 DEGREES 32 MINUTES 56 SECONDS E, 111.44 FEET; THENCE S 47 DEGREES 31 MINUTES 57 SECONDS E, 150.90 FEET; THENCE N 58 DEGREES 12 MINUTES 11 SECONDS E, 38.03 FEET TO THE SOUTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID WEST LINE ALONG A CURVE TO THE LEFT HAVING RADIUS 263.00 FEET; CENTRAL ANGLE 31 DEGREES 54 MINUTES 56 SECONDS, ARC LENGTH 146.50 FEET, CHORD BEARING S 55 DEGREES 39 MINUTES 41 SECONDS E, 144.61 FEET; THENCE S 22 DEGREES 29 MINUTES 44 SECONDS W, 118.43 FEET; THENCE S 57 DEGREES 28 MINUTES 48 SECONDS W, 232.92 FEET; THENCE S 15 DEGREES 30 MINUTES 37 SECONDS W, 142.16 FEET; THENCE S 45 DEGREES 16 MINUTES 10 SECONDS W, 48.60 FEET; THENCE S 89 DEGREES 50 MINUTES 16 SECONDS W, 164.01 FEET; THENCE S 21 DEGREES 57 MINUTES 51 SECONDS W, 339.09 FEET; THENCE S 15 DEGREES 44 MINUTES 36 SECONDS E, 61.37 FEET TO THE POINT OF BEGINNING, CONTAINING 7.53 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED

PART "B" OF CONSERVATION EASEMENT

A PART OF THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12 OF SAID TOWNSHIP T5N-R6E, THENCE ALONG THE EAST LINE OF SAID SECTION 12 N 00 DEGREES 11 MINUTES 18 SECONDS E, 2695.36 FEET TO

THE NORTHEAST CORNER OF SAID SECTION 12, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1, N 00 DEGREES 05 MINUTES 01 SECOND W, 682.98 FEET; THENCE N 88 DEGREES 19 MINUTES 13 SECONDS W, 1080.24 FEET TO THE POINT OF BEGINNING; THENCE S 47 DEGREES 02 MINUTES 44 SECONDS E, 59.59 FEET; THENCE S 24 DEGREES 45 MINUTES 44 SECONDS E, 122.87 FEET; THENCE S 55 DEGREES 38 MINUTES 57 SECONDS W, 140.48 FEET; THENCE N 39 DEGREES 10 MINUTES 48 SECONDS W, 77.39 FEET; THENCE N 27 DEGREES 05 MINUTES 01 SECOND W, 197.84 FEET; THENCE S 88 DEGREES 19 MINUTES 13 SECONDS E, 159.93 FEET TO THE POINT OF BEGINNING, CONTAINING 0.78 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED

PART "C" OF CONSERVATION EASEMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE EAST LINE OF SAID SECTION N 00 DEGREES 11 MINUTES 18 SECONDS E, 2189.24 FEET TO THE POINT OF BEGINNING; THENCE N 61 DEGREES 31 MINUTES 56 SECONDS W, 89.69 FEET; THENCE N 39 DEGREES 52 MINUTES 24 SECONDS W, 224.34 FEET; THENCE S 32 DEGREES 09 MINUTES 30 SECONDS W, 80.11 FEET; THENCE S 44 DEGREES 28 MINUTES 03 SECONDS W, 224.01 FEET; THENCE S 76 DEGREES 55 MINUTES 36 SECONDS W, 217.30 FEET; THENCE S 60 DEGREES 17 MINUTES 51 SECONDS W, 245.98 FEET; THENCE S 11 DEGREES 40 MINUTES 14 SECONDS W, 169.57 FEET; THENCE S 05 DEGREES 54 MINUTES 56 SECONDS E, 163.76 FEET; THENCE S 17 DEGREES 37 MINUTES 49 SECONDS E, 187.60 FEET; THENCE S 01 DEGREE 09

MINUTES 13 SECONDS E, 160.44 FEET; THENCE S 46 DEGREES 07 MINUTES 01 SECOND W, 158.21 FEET; THENCE N 56 DEGREES 47 MINUTES 18 SECONDS W, 138.05 FEET; THENCE S 50 DEGREES 42 MINUTES 42 SECONDS W, 81.19 FEET TO A POINT ON THE NORTH LINE OF PROPOSED RIGHT OF WAY; THENCE ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT HAVING RADIUS 263.00 FEET, CENTRAL ANGLE 17 DEGREES 03 MINUTES 49 SECONDS, ARC LENGTH 78.33 FEET, CHORD BEARING N 80 DEGREES 41 MINUTES 14 SECONDS W, 78.04 FEET; THENCE N 08 DEGREES 38 MINUTES 34 SECONDS W, 165.89 FEET; THENCE N 43 DEGREES 31 MINUTES 58 SECONDS W, 93.21 FEET; THENCE N 30 DEGREES 36 MINUTES 12 SECONDS W, 102.98 FEET; THENCE N 14 DEGREES 23 MINUTES 48 SECONDS E, 381.35 FEET; THENCE N 60 DEGREES 02 MINUTES 47 SECONDS E, 148.50 FEET; THENCE N 27 DEGREES 38 MINUTES 46 SECONDS E, 310.20 FEET; THENCE N 00 DEGREES 36 MINUTES 33 SECONDS W, 256.76 FEET; THENCE N 36 DEGREES 02 MINUTES 41 SECONDS W, 175.63 FEET; THENCE N 14 DEGREES 14 MINUTES 42 SECONDS E, 280.38 FEET; THENCE N 18 DEGREES 59 MINUTES 00 SECONDS W, 95.87 FEET; THENCE N 36 DEGREES 35 MINUTES 04 SECONDS W, 53.14 FEET; THENCE N 53 DEGREES 50 MINUTES 52 SECONDS E, 118.93 FEET; THENCE S 17 DEGREES 08 MINUTES 17 SECONDS E, 231.52 FEET; THENCE S 35 DEGREES 52 MINUTES 51 SECONDS E, 176.28 FEET; THENCE S 26 DEGREES 54 MINUTES 34 SECONDS E, 145.18 FEET; THENCE S 72 DEGREES 57 MINUTES 44 SECONDS E, 282.84 FEET; THENCE S 53 DEGREES 27 MINUTES 58 SECONDS E, 152.95 FEET; THENCE N 47 DEGREES 48 MINUTES 41 SECONDS E, 88.12 FEET; THENCE N 70 DEGREES 22 MINUTES 00 SECONDS E, 71.81 FEET; THENCE S 76 DEGREES 06 MINUTES 57 SECONDS E, 176.78 FEET; THENCE N 50 DEGREES 11 MINUTES 40 SECONDS E, 24.04 FEET TO A POINT ON SAID EAST LINE OF SAID SECTION 12; THENCE ALONG SAID EAST LINE OF SECTION 12; S 00 DEGREES 11 MINUTES 18 SECONDS W, 375.56 FEET TO

THE POINT OF BEGINNING, CONTAINING 18.93 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ALL RESTRICTIONS, RECORDED OR UNRECORDED

EXCEPTIONS TO CONSERVATION EASEMENTS: There shall be specifically designated Exceptions to Conservation Easements within this development that shall permit limited access for ingress and egress to all co-owners or residents. These Exceptions to Conservation Easements are subject to change immediately following the recording of this document. The current proposed Exceptions to Conservation Easements are described as follows, and also within Exhibit B, Sheet number 10:

EXCEPTION "A" TO CONSERVATION EASEMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE EAST LINE OF SAID SECTION N 00 DEGREES 11 MINUTES 18 SECONDS E, 1128.09; THENCE N 89 DEGREES 48 MINUTES 42 SECONDS W, 1088.84 FEET TO THE POINT OF BEGINNING; THENCE N 78 DEGREES 33 MINUTES 35 SECONDS W, 84.60 FEET; THENCE N 02 DEGREES 16 MINUTES 46 SECONDS W, 165.56 FEET; THENCE S 76 DEGREES 08 MINUTES 30 SECONDS E, 126.92 FEET; THENCE S 12 DEGREES 31 MINUTES 17 SECONDS W, 155.51 FEET TO THE POINT OF BEGINNING, CONTAINING 0.38 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT OT ALL RESTRICTION, RECORDED OR UNRECORDED

EXCEPTION "B" TO CONSERVATION EASEMENT

A PART OF THE SOUTHEAST QUARTER OF SECTION 1, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12 OF SAID TOWNSHIP T5N-R6E, THENCE

ALONG THE EAST LINE OF SAID SECTION 12, N 00 DEGREES 11 MINUTES 18 SECONDS E, 2695.36 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1, N 00 DEGREES 05 MINUTES 01 SECONDS W, 682.98 FEET; THENCE N 88 DEGREES 19 MINUTES 13 SECONDS W, 1080.24 FEET; THENCE S 47 DEGREES 02 MINUTES 44 SECONDS E, 59.59 FEET; THENCE S 24 DEGREES 45 MINUTES 43 SECONDS E, 72.87 FEET TO THE POINT OF BEGINNING; THENCE S 24 DEGREES 45 MINUTES 44 SECONDS E, 50.00 FEET; THENCE S 19 DEGREES 56 MINUTES 02 SECONDS E, 87.07 FEET; THENCE S 17 DEGREES 08 MINUTES 17 SECONDS E, 50.00 FEET; THENCE S 52 DEGREES 19 MINUTES 14 SECONDS W, 102.30 FEET; THENCE N 36 DEGREES 12 MINUTES 23 SECONDS W, 187.95 FEET; THENCE N 55 DEGREES 50 MINUTES 39 SECONDS E, 153.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.55 GROSS ACRES OF LAND, MORE OR LESS, AND SUBJECT O ALL RESTRICTIONS, RECORDED OR UNRECORDED

ARTICLE III: DEFINITIONS

The terms that are utilized within this Master Deed, and Exhibits "A", "B" and "C" hereto, may also be used in various other instruments such as, by way of example and without limitation, deeds or conveyances, mortgages, liens, land contracts, easements and other instruments affecting the interests in Fenton Orchards Condominium Association. Wherever used in such documents or any other pertinent instruments, the following terms and definitions shall control.

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

Section 2. Adjacent Development. "Adjacent Development" specifically means the development entitled Fenton Orchards Home Association.

Section 3. Association. "Association" means Fenton Orchards Condominium Association, which is the nonprofit corporation organized

under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 4. Attached Unit(s). "Attached Unit(s)" means the individual units contained within the multi-unit buildings depicted in Schedule B, and as referenced within the Master Deed and Bylaws to this development.

Section 5. Board Of Directors Or Board. "Board of Directors" or "Board" means the Board of Directors of Fenton Orchards Condominium Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 6. 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 Nonprofit Corporation Act.

Section 7. Common Elements "Common Elements", where used without modification, means both the General Common Elements and Limited Common Elements that are described in Article IV hereof.

Section 8. Condominium Documents The term "Condominium Documents" means and includes this Master Deed and Exhibits "A", "B" and "C" attached hereto, and rules and regulations as adopted, if any, of the Association as all of the same may be amended from time to time.

Section 9. Condominium Premises. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Fenton Orchards Condominium Association as described in the Master Deed or subsequent amendments to the Master Deed.

Section 10. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Fenton Orchards Condominium Association established in conformity with the provisions of the Act.

Section 11. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" which is the site drawing, the survey and

other drawings depicting the existing and proposed structures and improvements, including their location on the land.

Section 12. Construction And Sales Period. "Construction and Sales Period" means the period commencing with the date of recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 13. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof owning one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner

Section 14. Developer. "Developer" currently means M-59 Inc., a Michigan Corporation, which has made and executed this Master Deed, and its successors and assigns. Both successor 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 15. Exhibit "A". The Bylaws are attached hereto as Exhibit "A".

Section 16. Exhibit "B". the Condominium Subdivision Plan attached hereto as Exhibit "B"

Section 17. Exhibit "C". The Articles of Incorporation of the Fenton Orchards Condominium Association attached hereto as Exhibit "C".

Section 18. Fenton Orchards Condominium Association. "Fenton Orchards Condominium Association" or "Attached Units" shall mean the development that is described within this document and its attachments.

Section 19. Fenton Orchards Home Association. "Fenton Orchards Home Association" shall mean the development that is located immediately adjacent to this development.

Section 20. 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 may properly be brought before the meeting. Such meeting is to be held: (a) in the Developer's

sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of thirty-six (36) months from the date of the first Unit conveyance, or (c) mandatorily, four (4) months after seventy-five (75%) percent of all Units which may be created are conveyed, whichever first occurs.

Section 21. 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 that may be cast by eligible owners unaffiliated with the Developer, that is, owners who are not, stockholders, officers or directors of M-59, Inc., exceed the votes which may be cast by the Developer.

Section 22. Unit Or Condominium Unit. "Unit" or "Condominium Unit" or may each mean a single Unit in Fenton Orchards Condominium as such space may be described in Article V, Section 1 below, 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 Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Other terms may be utilized within the Condominium Documents that shall, unless otherwise specified, have the meanings as provided by the Act.

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

ARTICLE IV: COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit "B" attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements shall be as follows:

(a) Land. The land described in Article II hereof, including easements interests of the Condominium in the land provided to it for ingress and egress.

(b) Drives. The drives, walkways, lawns, yards, trees, shrubs, and other plantings.

(c) Electrical. The electrical transmission system throughout the Project, including but not limited to electrical, cable television, telecommunications and computer wiring networks throughout the common areas of the Project, including those within common walls, floors and ceilings.

(d) Gas. The gas distribution system throughout the Project including all gas line networks throughout the common areas of the project, including those within common walls, floors, and ceilings.

(e) Plumbing. All plumbing networks throughout the common areas of the Project, including those within the common walls, floors, and ceilings.

(f) Water Supply System. The water distribution system, underground sprinkling system, if any, serving the Project.

(g) Sanitary Sewer System. The sanitary sewer system comprised of sewer leads throughout the Project, and serving the Project.

(h) Telecommunications. The telecommunications system, if and when it may be installed, which shall include all telephone wiring systems and networks through out the common areas of the Project, including those within common walls, floors, and ceilings.

(i) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole including street lighting systems and other systems for illumination throughout the common areas of the project, including those within common walls, floors and ceilings, but not those consisting of replaceable light bulb elements.

(j) Roads. The Project Roads and Cul-de-sacs (including both their paved areas and the adjoining rights of way), which are depicted on the Condominium Subdivision Plan together will all drives and driveways and paved pathways. As depicted on the Condominium Subdivision Plan and all signage installed by the Developer and/or the Association in connection therewith.

(k) Easements. All beneficial easements and Conservation Easements, if any, now existing or created after the recording hereof which benefit the Condominium Premises as a whole.

(l) Storm Water Drainage System. The Storm Water Drainage System including the Storm Water Retention Area and other drainage areas and apparatus depicted as such on the Condominium Subdivision Plan.

(m) Open Space Areas. The Open Space Areas designated as such on the Condominium Subdivision Plan. The use of this Open Space, which shall constitute general common elements, is reserved for use by the Co-owners, their family, guests and invitees in accordance with reasonable rules and regulations developed by the Association.

(n) Conservation Easement. Any and all Conservation Easements that are present within the Condominium shall remain the property of the Association, but an easement shall be granted in favor of the Michigan Department of Environmental Quality (M..D.E.Q.) for the purpose of maintaining any such areas as a natural area that is/are to remain undisturbed, and which must not be used by any person for any purpose whatsoever except for observation.

(o) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project. Developer reserves the right to establish such mailbox system as Developer may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, may establish

an individual mailbox system or may consolidate or cluster the same in such manner as Developer may deem appropriate. If mailboxes are clustered, the Developer or the Association may designate individual compartments in the clustering structure or structures as Limited Common Elements or may assign or reassign the same from time to time for use by Co-owners on an equitable basis without such designation. Developer also reserves the right, in its discretion, to install street signs, traffic control signs, street address signs and other signage at any location or locations as Developer deems appropriate within the General Common Element road rights of way.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority, governmental body, or by the company that is providing the service. Accordingly, such utility lines, systems and equipment and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) Lake Christi. That part of Lake Christi that is located within the boundaries of the Condominium shall be a limited common element as to units 1, 2, 3, 4, 9, 10, 11, 12, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36.

(b) Beach on Lake Christi. In full compliance with the current anti-keyholing ordinance and policy of Fenton Township, the beach on Lake Christi shall be a limited common element for units 1, 2, 3, 4, 5, 6, 7, 8, 9, 34, 35, 36, 37, 38.

(c) Sidewalks. Each individual sidewalk in the Project is restricted in use to the Co-owner of the Unit to which sidewalk is appurtenant as shown on Exhibit B hereto.

(d) Decks. Each individual deck is restricted in use to the Co-owner of the Unit which opens into such deck as shown on Exhibit B hereto.

(e) Patios. Each individual patio is restricted in use to the Co-owner of the Unit which opens into such patio as shown on Exhibit B hereto.

(f) Exterior Spiral Stairways. Each individual exterior spiral stairway is restricted in use to the Co-owner of the Unit to which such stairway is pertinent.

(g) Air Conditioner Compressors and Pads. Each individual air conditioner compressor, its pad and other equipment and accessories related thereto, together with the ground surface immediately below the pad, are restricted in use to the Co-owner of the Unit that such air conditioner compressor services.

(h) Exterior Lights. The exterior lighting fixtures metered to each Unit shall be Limited Common Elements appurtenant to such Unit.

(i) Garages and Garage Drives. Individual garage interiors, garage floors and garage drives are each appurtenant as a Limited Common Element to the Unit of corresponding number as designated on the Condominium Subdivision Plan.

(j) Garage Doors and Garage Door Hardware. The garage door and garage door hardware for each garage shall be limited in use to the Co-Owner of the Unit serviced thereby.

(k) Fireplace Combustion Chambers. Each individual fireplace combustion chamber is restricted in use to the Co-owner of the Unit to which the fireplace is appurtenant.

(l) Basement Floors. The basement floor of a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(m) Interior Surfaces. The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

The Limited Common Elements may be reassigned pursuant to the provisions of the Act. If any of the Limited Common Elements described in this provision have not been assigned in the Condominium Plan, the Developer reserves the right, without obtaining the consent of the co-owners, to designate each such element as a Limited Common Element appurtenant to a particular unit by subsequent amendment to this Master Deed.

Section 3. Responsibilities For Maintenance, Decoration. Repair And Replacement.

(A) Limited Common Elements. The costs of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Association, except as follows:

(1) Sidewalks. The cost of snow removal regarding each individual sidewalk referred to in Article IV, Section 2(a) above shall be borne solely by the Co-owner of the Unit to which such sidewalk is appurtenant.

(2) Decks. The costs of maintaining, repairing and replacing each individual deck described in Article IV, Section 2(b) and its contents shall be borne by the Co-owner of the Unit to which such Limited Common Elements appertains; provided, however, that the periodicity thereof and the materials used in connection therewith shall be determined by the Association which may, at its election, be responsible for the work at the expense of each affected Co-owner.

(3) Air Conditioner Compressors. The costs of repairing and replacing the air conditioner compressors referred to in Article IV, Section 2(e) shall be borne solely by each Co-owner utilizing such equipment.

(4) Windows and Screens. The repair, replacement and interior and exterior maintenance (including interior and exterior cleaning) of all window glass and screens referred to in Article IV, Section 2(f) and the costs thereof shall be borne solely by the Co-owner of the Unit to which any such windows and screens are appurtenant.

(5) Garage Floors, Garage Doors and Garage Door Hardware. The costs of exterior maintenance, repair and replacement (except in cases of Co-owners fault) of each garage door referred to in Section 2(i) above shall be borne by the Association. The costs of maintenance, repair and replacement of each garage floor and garage door hardware referred to in Section 2(h) and 2(i) above shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant.

(6) Fireplace Combustion Chambers. The costs of maintenance, repair and replacement of each individual fireplace combustion chamber referred to in Section 2(j) above, including reasonably periodic chimney sweeping, shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.

(7) Basement Floors. The costs of decoration, maintenance, repair and replacement of the basement floor described in Article IV, Section 2(k) above shall be borne by the Co-owner of the Unit to which such basement is appurtenant.

(8) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all interior surfaces referred to in Article IV, Section 2(h) and 2(l) above shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant.

(9) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

(B) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non payment shall attach as in all cases of regular assessments and such assessment may be enforced by the use of any and all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal

action, foreclosures of the lien securing payment and imposition of fines.

(C) Public Utilities. Public utilities furnishing services such as sanitary sewer, water, electricity, cable lines and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services and associated costs incurred to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project, the Bylaws of the Association, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

Section 4. Use Of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V: UNIT DESCRIPTION, PERCENTAGE OF VALUE, AND DEVELOPMENT BY PHASE

Section 1. Description Of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan of Fenton Orchards Condominium Association which is attached hereto as Exhibit "B". There are fifty-two (52) Units contained within thirteen (13) buildings that are created for single family residential use. Each Unit shall include: (a) with respect to each Unit basement all that space contained within the surfaces of the floor and wall and the uncovered underside of the first floor joints, and (b) with respect to upper floors of Units, all that space contained within the interior walls and ceilings and from the plywood subfloor all as shown on the floor plans and sections in Exhibit "B" and delineated with heavy outlines. The dimensions shown on the basement and foundation plans in Exhibit "B" have been or will be physically measured by the Developer's Engineer. If the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on

the typical foundation plan for such Unit shown in Exhibit "B", then the typical upper floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan. The interior surfaces of a Unit and appurtenant garage or perimeter walls (including doors therein) ceilings and floors contained within a Unit and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit. Detailed architectural plans and specifications have been filed with the Township.

Section 2. Percentage Of Value. The total value of this Project is 100%. The Project currently consists of fifty-two (52) Fenton Orchards Condominium Associations. The par value to be assigned each and every unit within this project shall be one (1). The ratio or share of expenses for the common elements within this condominium s among and between each and every attached unit herein shall be each unit as-to-the total number of units within the development {1:52}.

(a) Shared expenses with Adjacent Project – The expenses of certain general common elements within this project shall be shared with the adjacent development, Fenton Orchards Home Association. The fifty-two (52) individual units within Fenton Orchards Condominium Association shall be assigned their fair share of the "shared expenses" based upon a par value that shall be deemed to be equal to the par value(s) that are assigned to each of the forty-two (42) individual units within Fenton Orchards Home Association. For the purposes of shared expenses for common elements, each unit within this project shall be assigned a par value of one (1) and each unit within the adjacent development, Fenton Orchards Home Association, shall be assigned a par value of one (1). Additionally, and as all ninety-four (94) units between both developments share a par value of one (1), the designated shared expenses shall be shared based upon a ratio of Attached Units to Home Site Units. Thus, the ratio of expenses from this project to the adjacent project, Fenton Orchards Home Association, based upon 52 Attached Units and 42 Home Site Units, and with equal par values, shall result in a ratio of 52 : 94.

The determination of the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the overall Project which would affect maintenance costs and concluding that there are not material differences. The percentage of value assigned to each overall Unit shall be determinative of each Co-Owner's respective share of the General

Common Elements of the overall 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 both Associations of Co-owners, to wit, Fenton Orchards Condominium Association (for Attached Units), and Fenton Orchards Home Association (for Site Condominium Owners). Accordingly, the percentage of value assigned to each single family residential Unit shall represent their share in the overall project.

Section 3. Modification of Units And Common Elements By Developer. The size, location, nature, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B", as same may be revised or amended from time to time, may be modified, in Developer's sole discretion subject to the approval of the Fenton Township Board, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person except for the Fenton Township Board whose concurrence must be obtained prior to change or modification, so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns 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. All buildings erected in individual condominium units contained therein shall conform to the design standards for minimum width, area and building set back requirements of the Township.

Section 4. Conservation Easements. No co-owner shall be permitted to use the natural areas that are designated as conservation areas within this document and its attachments and exhibits under the potential consequences of penalties and fines imposed by the State of Michigan Department of Environmental Quality (MDEQ). The area as designated within this document and its attachments and exhibits is subject to a separate agreement between Developer and MDEQ, and which agreement may result in a change in the area that is designated within the exhibits to this document and

which may require a new survey document, albeit subject to an amendment and change following the recording of this document.

ARTICLE VI: EASEMENTS

Section 1. Easement for Structural Support Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachments exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance, repair, and replacement of all utilities and related fixtures, including water, sanitary sewer, natural gas, electricity, telecommunication, and telephone and all Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Utility Easement Dedication. The Developer, by the recording of this Master Deed, does hereby dedicate an easement for the benefit of the Co-owners and the Township, over and under that part of the private road as depicted on Exhibit "B" as "Easement for Public Utilities" for the installation, construction and maintenance of all public utilities including, but not limited to, electric, natural gas, telephone, telecommunication systems and sanitary sewer.

Section 3. Utility Easements Retained by the Developer. The Developer reserves for the benefit of itself, its successors and assigns, easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, natural gas, electricity, telephone, telecommunication systems, storm water drainage system and sanitary sewer mains. In the event the Developer utilizes, taps, ties into, extends or enlarges any utilities or storm water drainage system located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to its condition immediately prior to such utilization, tapping, tying-in, extension or enlargement.

Section 4. Road Easements Retained by the Developer The Developer reserves for the benefit of itself, its successors and assigns perpetual ingress and egress over the roads within the condominium and the access easement described in Article II for the purpose of providing access to the Highway for co-owners of units that may be developed on the lands described in Article VIII hereof.

Section 5. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 6. Easements for Maintenance Repair and Replacement. The Developer, the Association, and all public or private utilities shall have such easements as may be necessary over, under and across the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or Bylaws or to respond to any emergency or common need of the Condominium. These easements include the right access during reasonable hours and upon reasonable notice to the sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 7. Reservation of Rights to Dedication of Certain Easements. The Developer reserves the right to grant easements over, under and across the Condominium Premises for streets and utilities and to dedicate rights-of-way and utilities to the public, appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments for such consideration as the Developer shall determine in its sole discretion. Any such dedication, easement or transfer of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Genesee County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocable

and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing grant of easements, transfers and dedications. After the sale of the last Unit by the Developer, this right shall be assigned to the Association and may be exercised by the Association on behalf of all the Co-owners of the Condominium.

Section 8. 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, utility agreements right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors 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 any 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 within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 9. Emergency Vehicle Access Easement. There shall exist for the benefit of the Township or other emergency or public service agency or authority, an easement over all Roads and Drives in the Condominium for use by the emergency and/or service vehicles of the Township or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 10. Conservation Easements. No co-owner shall be permitted to use the natural areas that are designated as conservation areas within this document and its attachments and exhibits under the potential consequences of

penalties and fines imposed by the State of Michigan Department of Environmental Quality (MDEQ). The area as designated within this document and its attachments and exhibits is subject to a separate agreement between Developer and MDEQ, and which agreement may result in a change in the area that is designated within the exhibits to this document and which may require a new survey document, albeit subject to an amendment and change following the recording of this document.

ARTICLE VII: PRIVATE ROADS AND STORM WATER FACILITIES

Section 1. Private Roads, Storm Water Detention Areas and Filtration Facilities: The Association shall have the responsibility for the maintenance repair, operation and replacement of the roads, storm water detention areas and storm water filtration facilities in the Project. The expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities and any reserve for the replacement thereof shall be expenses of administration of the Project and shall be assessed against all Co-owners of Units in the Project. Except in the case of Co-owner fault each Attached Unit shall be assessed one-one sixteenth and a half (1/116.5) and each Home Site Unit shall be assessed one-seventy eighth (1/78) of the expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities are further subject to the terms and provisions of the Bylaws of the Project. The roads, storm water detention areas and storm water filtration facilities shall be operated, maintained, repaired and replaced in accordance with the provisions of the Master Deed and Bylaws for the Project, all rules and regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations. If the Association or its contractors or agents fail to comply with the roads, storm water detention areas and storm water filtration facilities, operation, maintenance, repair or replacement requirements set forth in the Master Deed, the Bylaws, and applicable laws then in addition to all other remedies available under applicable law, the Charter Township of Fenton, the Genesee County Road Commission, the Michigan Department of Natural Resources and their respective contractors and agents, may, at their option with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities. In that event, the Association shall reimburse the Township, the County, and/or their contractors all cost incurred by it in performing the

necessary maintenance, repair replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities, plus and administrative fee of 15% if the Association does not reimburse the Township for those costs, then the Township, at its option, may assess the cost therefore against the co-owners of the Units in the Project to be collected as a special assessment on the next annual tax roll of the Township. At a minimum, the Association shall establish an annual inspection and maintenance program for the roads, storm water detention areas and storm water filtration facilities in the Project. This provision may not be modified, amended, or terminated without the consent of the Charter Township of Fenton.

Section 2. Easement for Maintenance of Roads, Storm Water Detention Areas and Filtration Facilities: The Association, the Genesee County Road Commission, the Michigan Department of Natural Resources, and Charter Township of Fenton and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements onto each Unit serviced by the road, storm water detention areas and storm water filtration facilities, and onto the Limited Common Elements appurtenant for those Units for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the Charter Township of Fenton.

ARTICLE VIII: EXPANSION OF CONDOMINIUM AND CONVERSION OF CONDOMINIUM

Section 1. Expansion of Condominium.

(a) Area of Current Development. The Condominium Project, established pursuant to the initial Master Deed may, at the election of Developer, be treated as the first phase of an expandable condominium under the act.

THE CURRENT PHASE OF THIS PROJECT CONSISTS OF THE FOLLOWING LEGAL DESCRIPTION:

PART OF THE NORTH EAST ¼ OF SECTION 12 T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN; COMMENCING AT THE NORTH ¼ CORNER OF SECTION 12 THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 599.03 FEET TO A POINT ON THE CENTERLINE OF FENTON RD. AND THE POINT OF BEGINNING, THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, 654.38 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 55 SECONDS EAST, 99.84 FEET; THENCE SOUTH 15 DEGREES 21 MINUTES 53 SECONDS EAST, 191.28 FEET; THENCE SOUTH 60 DEGREES 05 MINUTES 03 SECONDS EAST, 82.34 FEET; THENCE NORTH 69 DEGREES 22 MINUTES 28 SECONDS EAST, 256.17 FEET; THENCE SOUTH 34 DEGREES 19 MINUTES 08 SECONDS EAST, 177.83 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 03 SECONDS WEST, 258.74 FEET; THENCE SOUTH 16 DEGREES 33 MINUTES 37 SECONDS EAST, 165.08 FEET; THENCE SOUTH 76 DEGREES 37 MINUTES 57 SECONDS EAST, 151.25 FEET; THENCE SOUTH 30 DEGREES 27 MINUTES 20 SECONDS WEST, 237.47 FEET; THENCE SOUTH 03 DEGREES 38 MINUTES 48 SECONDS WEST, 378.26 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 19 SECONDS WEST, 583.31 FEET; THENCE NORTH 48 DEGREES 02 MINUTES 38 SECONDS WEST, 67.69 FEET; THENCE NORTH 48 DEGREES 02 MINUTES 38 SECONDS WEST, 434.74 FEET; THENCE NORTH 43 DEGREES 38 MINUTES 40 SECONDS WEST, 106.48 FEET; THENCE NORTH 10 DEGREES 43 MINUTES 35 SECONDS WEST, 399.16 FEET TO A POINT ON THE CENTERLINE OF FENTON RD.; THENCE ALONG SAID CENTERLINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1060.00 FEET WITH A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 46 MINUTES 37 SECONDS EAST, 335.35 FEET TO THE POINT OF BEGINNING

(b) Area of Future Development. Additional phases of the Condominium Project may be established at any time, with Fenton Township approval, by recording amendments to the Master Deed upon all or some portion or portions of the following described land at the sole discretion of the developer who shall not be required to obtain the consent of the Co-

owners of Units to expand the Condominium Project. The Developer reserves the right to make an amendment to the Master Deed with the consent of Fenton Township but without the consent of Co-owners for such purpose. Additionally, with the approval of Fenton Township, separate Condominium Project or Projects may be created within all or any portion of the following described land, all or some of which may be merged into an expanded Condominium Project or Projects by the recording of a Master Deed. Restrictions do not exist that determine the order of developing the land.

LEGAL DESCRIPTION OF FENTON ORCHARDS CONDOMINIUM ASSOCIATION PHASE II CONSISTS OF:

BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 1 AND PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 6 EAST, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S 62°48'57" W 504.32'; THENCE N 62°53'21" W 388.40'; THENCE S 62°34'03" W 187.91'; THENCE N 34°19'08" W 177.83'; THENCE S 69°22'28" W 256.17'; THENCE N 60°05'03 W 82.34'; THENCE N 15°21'53" W 192.72'; THENCE N 00°26'55" E 578.72'; THENCE S 88°19'13" E 1420.44' ALONG THE NORTHLINE OF THE SOUTH ½ OF THE SOUTHEAST ¼; THENCE S 00°05'01" W 680.79' TO THE NORTHEAST CORNER OF SAID SECTION 12 AND THE POINT OF BEGINNING.

(c) Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer and with the approval of the Township, within a period ending no later than six (6) years after initial recording of this Master Deed, be increased by the addition to this condominium of all or any portion of the area of future development and the establishment of units thereon. The location, nature, appearance, design or structural components of the units and/or other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures and improvements in the project, as determined by Developer in its sole discretion. No unit will be created within any part of the area of future development which is added to the condominium that is not restricted exclusively to residential use.

(d) Expansion Not Mandatory. Nothing herein contained will in any way obligate the Developer to enlarge the condominium project beyond the phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the project other than as is explicitly set forth herein. There is no obligation on the part of the Developer to add to the condominium project all or any portion of the area of future development described in this Article VIII. There is no obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

(e) Amendment to Master Deed and Modification of Percentages of Value. An increase in size of this condominium project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V will be proportionately readjusted in order to preserve a total value of 100 percent for the entire project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments and percentages of value will be made within the sole judgment of Developer. Such readjustments, however, will reflect a continuing reasonable relationship, among percentages of value based upon the original method of determining percentages of value for the project.

(f) Redefinition of Common Elements. The amendment or amendments to the Master Deed by the Developer to expand the condominium may also contain such further definitions and redefinitions of general or limited common elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the project by the amendment. In connection with any such amendment(s), Developer will have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this article, including, but not limited to, the connection of roadways in the project to any roadways that may be located on or planned for the area of future development, to provide access to any unit that is located on or planned for the area of future development from the roadways located in the

project. An amendment to re-define the common elements shall require the approval of the Township.

Regardless of whether Developer elects to expand the existing condominium project or to create a separate condominium project (or projects) or any other form of development, the residents of such future development shall be entitled to use the open space areas, trails and private roads of Fenton Orchards Site Condominium, but the ability to use the trails and open space and private roads will also include a responsibility to contribute to the repair, maintenance or replacement thereof, and shall be subject to the same restrictions and conditions as set forth in the Master Deed for Fenton Orchards Site Condominium.

(g) Additional Provisions. The amendment or amendments to the Master Deed by the Developer to expand the condominium will also contain such provisions as Developer may determine necessary or desirable.

i. To make the project contractable and/or convertible as to portions of or all of the parcel being added to the project;

ii. To create easements burdening or benefiting portions or all of the parcel being added to the project, and/or;

iii. To create or change restrictions or other terms and provisions effecting the additional parcel or parcels being added to the project or affecting the balance of the project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the units to be located within the additional parcel being added to the project.

Section 2. Convertible Area.

(a) Reservation of Rights to Modify Common Elements and Area Designated Office Space. The Developer reserves the right, in its sole discretion, subject only to the approval of the Fenton Township Board, to modify the size and/or location of the general common elements for such purposes as are consistent with the Developer's plans for expansion. In conformance with the Developer's plans for expansion, any and all such rights shall expire six years after the recording of the Master Deed unless the

Developer has exercised its right to either expand or convert those portions of the project for which such right of expansion or convertibility is reserved herein.

(b) Compatibility of Improvements. All improvements constructed within the convertible area described above shall be reasonably compatible with the structures and/or improvements on other portions of the condominium project.

(c) Amendment of Master Deed. Modifications of common elements within this condominium project shall be given effect by appropriate amendments to the Master Deed in the manner provided by law.

Section 3. Contractable Area. Presently there are no plans for a Contractable Area within this project.

ARTICLE IX: AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of all of the Co-owners and the approval of the Fenton Township Board except as hereinafter set forth:

Section 1. Amendments by Developer and Association If there is no co-owner other than the developer, the developer may unilaterally amend the condominium documents or, with the consent of any interested mortgagee, unilaterally terminate the project. All documents reflecting such amendment or termination shall be recorded in the public records of Genesee County, Michigan.

Section 2. Amendments After Sale of a Unit to a Non-developer Co-owner. If there is a co-owner other than the developer, the condominium documents may be amended for a proper purpose only as follows:

(a) An amendment may be made without the consent of any co-owners or mortgagees if the amendment does not materially alter the rights of any co-owners or mortgagees of units in the project, including amendments to modify the types and sizes of unsold condominium units and their appurtenant limited common elements; amendments to facilitate conventional mortgage loan financing for existing or prospective co-owners; and amendments enabling

the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

(b) Even if an amendment would materially alter the rights of any co-owners or mortgagees, it can be made if at least two-thirds of the co-owners and mortgagees consent. However, dimensions or limited common elements of a co-owner's unit may not be modified without the co-owner's consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability or terms under which a unit may be rented be modified without the consent of the developer and each affected co-owner and mortgagee. Rights reserved by the developer in this master deed, including rights to amend the master deed for purposes of expansion, contraction or modification of units in the course of construction shall not be amended without written consent from the developer as long as the developer or its successors continue to own or to offer for sale any unit in the project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.

(c) The developer may also make a material amendment unilaterally without the consent of any co-owner or mortgagee for the specific purposes expressly reserved by the developer in this master deed. Until the completion and sale of all units, such rights reserved by the developer may not be further amended except with written consent from the developer or its successors or assigns.

(d) A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of co-owners and mortgagees of record shall be notified of proposed amendments under this provision at least 10 days before the amendment is recorded.

(e) If there is a co-owner other than the developer, the project may only be terminated with the consent of the developer and at least 80 percent of the co-owners and mortgagees, as follows:

i. The agreement of the required number of co-owners and mortgagees to terminate the project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this

evidence of the agreement is recorded.

ii. On recording an instrument terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their undivided interest in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted the condominium unit.

iii. On recording an instrument terminating the project, any rights the co-owners may have to the assets of the association shall be in proportion to their undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and the Michigan Condominium Act.

iv. Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.

Section 3. Amendment of Conservation Areas. Developer and the State of Michigan Department of Environment Quality (MDEQ) shall be permitted to change, amend or modify the conservation areas if and as they deem necessary to preserve the natural areas within the development. This right is subject to the approval of the Fenton Township Board.

Section 4. Township Approval. Anything to the contrary stated in the condominium documents notwithstanding, amendments shall not be made to the Master Deed, Bylaws and Exhibit "B" thereto without the prior approval of Fenton Township.

ARTICLE X: ASSIGNMENT OF RIGHTS OF DEVELOPER

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 it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Genesee County Register of Deeds.

ARTICLE XI: DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors and assigns may, at all times that Developer or its successors in interest continues to own any Units, maintain offices, model Units, parking, storage areas and other facilities within the Condominium Project and engage in such other acts as it deems necessary to facilitate the development and sale of the Project, subject to Township approval. Developer shall have such access to, from and over the Project as may be reasonable to accomplish the construction of buildings containing units and the infrastructure and to enable and facilitate the development and sale of Units in the Condominium Project. In connection therewith, Developer shall have full and free access to all Common Elements and unsold Units.

SURVEYOR
Desine, Inc.
7011 W. Grand River Ave.
Brighton, Michigan 48116

ENGINEER
Lawrence Engineering, P.C
1535 North Leroy Street, Suite C
Fenton, Michigan 48430

DEVELOPER
M-59, INC.
6755 Schultz Road
Alpena, Michigan 49707

Master Deed Drafted by/
When Recorded Return To:

Gregory O. Drais
Law Office of Gregory Drais
Second Floor, 110 North Michigan Avenue
Howell, Michigan 48843

WITNESSES:

DEVELOPER:

M-59 INC.
a Michigan Corporation

Rena R. Watta
[name] RENA R. WATTA

By: James D. Boldrey
James D. Boldrey
Its President

Kimberly H. Jenison
[name] Kimberly H. JENISON

STATE OF MICHIGAN]
]ss
COUNTY OF Livingston]

On this ~~29th~~ day of August, ~~2000~~ 2001, before me appeared James D. Boldrey, to me personally known, who being by me sworn, did for himself say that he is respectively the President of M-59, Inc., the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and James D. Boldrey acknowledged said instrument to be the free act and deed of said corporation.

Rena R. Watta
[name] RENA R. WATTA
Notary Public
Livingston County, Michigan
My commission expires: 24 Oct 2003

WITNESSES:

DEVELOPER:

M-59 INC.
A Michigan Corporation

Rena R. Watta
[name] RENA R WATTA

By: Donalyn Scheuner
Donalyn Scheuner
Its Secretary/Treasurer

Kimberly H Jenison
[name] KIMBERLY H. JENISON

STATE OF MICHIGAN]
]ss
COUNTY OF Livingston]

On this 7th day of September, 2001, before me appeared Donalyn Scheuner to me personally known, who being by me sworn, did for herself say that she is respectively the Secretary/Treasurer of M-59 Inc., a Michigan Corporation, and the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its Secretary/Treasurer and she acknowledged said instrument to be the free act and deed of said corporation.

Rena R. Watta
[name] RENA R. WATTA
Notary Public
Livingston County, Michigan
My commission expires: 24 October 2003

WITNESSES:

MORTGAGEE APPROVAL:

FIRST NATIONAL BANK

Linda M. Crawford
[name] LINDA M CRAWFORD

By: _____
Dennis Gehringer
Its Senior Vice President

Ruth Tessman
[name] RUTH TESSMAN

STATE OF MICHIGAN]
]ss
COUNTY OF Livingston]

On this 7th day of September, 2001, before me appeared Dennis Gehringer to me personally known, who being by me sworn, did for himself say that he is respectively the Senior Vice President of First National Bank, the mortgagee named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said mortgagee by authority of its Senior Vice President and he acknowledged said instrument to be the free act and deed of said mortgagee.

Linda M. Crawford
[name]
Notary Public
Livingston County, Michigan
My commission expires: _____

LINDA M. CRAWFORD
Notary Public Livingston County, Michigan
My Commission Expires June 14, 2003

WITNESSES:

Shelby Brayton
[name]

Lisa Edwards
[name]

MUNICIPAL APPROVAL:

TOWNSHIP OF FENTON

By: _____
Carl Gabrielson
Its Supervisor

STATE OF MICHIGAN]
]ss
COUNTY OF GENESEE]

On this 7 day of SEP, 2001, before me appeared Carl Gabrielson to me personally known, who being by me sworn, did for himself say that he is respectively the Supervisor of the Township of Fenton, the municipal named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said municipal by authority of its Supervisor and he acknowledged said instrument to be the free act and deed of said municipal.

PENELOPE J. SHARICH
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Jun 28, 2004
ACTING IN GENESEE COUNTY, MI

_____
[name]
Notary Public
_____County, Michigan
My commission expires: _____

FENTON ORCHARDS ATTACHED UNIT CONDOMINIUM

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into this _____ day of _____, 2001, between M-59, Inc. whose primary business address is 6755 Schultz Road, Alpena, Michigan 49707 and whose secondary business address is 2855 Fisher Road, Howell, Michigan 48843, hereinafter referred to as "Developer", and E.I.T. TITLE SERVICE, agent for First American Title Insurance Company, whose address is 62 East Grand River Avenue, Brighton, Michigan 48843, hereinafter referred to as "Escrow Agent".

WHEREAS, Developer has established or intends to establish Fenton Orchards Attached Unit Condominium as a site Condominium Project under applicable Michigan Law; and

WHEREAS, Developer is selling site condominium Units in Fenton Orchards Attached Unit Condominium and is entering into Purchase Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and

WHEREAS, the Parties hereto desire to enter into an Escrow Agreement to establish such an escrow account on the behalf of Developer and for the benefit of each Purchaser (hereinafter referred to as "Purchaser") who shall make deposits under a Purchase Agreement; and

WHEREAS, Escrow Agent is acting as an independent party hereunder pursuant to the provisions of this Agreement and the Michigan Condominium Act (Act No. 59, Public Acts of 1979, as amended), hereinafter referred to as "Act" for the benefit of Developer and all Purchasers and not as the agent of any one or less than all of such parties.

NOW, THEREFORE, it is agreed as follows:

1. Initial Deposit of Funds.

Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed, Condominium Buyer's Handbook, and Disclosure Statement when applicable.

2. Release of Funds

The sums paid to Escrow Agent under the terms of any Purchase agreement shall be held and released to Developer or Purchaser only upon the conditions hereinafter set forth, or as otherwise agreed in writing by and between the parties.

A. Release of Funds to Purchaser. The escrowed funds shall be released to Purchaser under the following circumstances:

(1) If Purchaser has executed a Preliminary Reservation Agreement but has not executed a Purchase Agreement, and Purchaser cancels the Agreement, Purchaser shall notify Escrow Agent of such cancellation and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.

(2) If Purchaser has executed a Preliminary Reservation Agreement, but has not executed a Purchase Agreement, and Developer terminates Purchaser's reservation rights as a result of a default by Purchaser, or for any reason permitted by the Preliminary Reservation Agreement, Developer shall notify Escrow Agent of the default and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.

(3) If Purchaser has executed a Purchase Agreement, and Purchaser withdraws from the Agreement within the withdrawal period described therein, Purchaser shall notify Escrow Agent of such withdrawal and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.

(4) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and he fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.

(5) If Developer determines not to establish the Condominium Project, or not to construct Purchaser's Unit, Developer shall notify Escrow Agent of its decision and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.

(6) If Developer is unable to convey insurable title to Purchaser within sixty (60) days after the issuance of a title commitment in respect of Purchaser's Unit, Purchaser shall notify Escrow Agent of Developer's inability to convey insurable title and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.

(7) If Developer terminates Purchaser's rights under a Purchase Agreement for any reason permitted by the Purchase Agreement other than the default of Purchaser, Developer shall notify Escrow Agent of the termination and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.

All funds released under this sub-paragraph A shall be returned to Purchaser within three (3) business days after Escrow Agent is notified of the satisfaction of any of the conditions described above. The term "business day" as used in this Escrow Agreement shall mean a day other than a Saturday, Sunday, or legal holiday, provided, however, the Escrow Agent shall not be obligated to release any funds until it can satisfactorily ascertain that said funds deposited have been "paid," "settled," and "fully collected" as such terms are defined under the provision of MCL 440.4100 et sequitur.

B. Release of Funds to Developer. The funds held by Escrow Agent with respect to a given Purchaser and Agreement shall be released to developer under the following circumstances:

(1) Default by Purchaser. In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of ten (10) days after written notice by Developer to Purchase, Escrow Agent shall release sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.

(2) Upon Conveyance of Title to Purchaser. Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of Land Contract between Developer and Purchaser in fulfillment of a Purchase Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement, upon receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the Project in which the Condominium Unit is located and which on the Condominium Subdivision Plan are designated "must be built" are substantially complete, or determining the amount necessary for substantial completion thereof, and receipt of a certificate signed by a licensed professional engineer or architect either confirming that recreational or other facilities which on the Condominium Subdivision Plan are labeled "must be built," whether located within or outside of the phase of the Project in which the Condominium Unit is located, and which are intended for common use, are substantially complete, or determining the amount necessary for substantial completion thereof.

A structure, element, facility, or other improvement shall be deemed to be substantially complete when it can be reasonably employed for its intended use and, for purposes of certification, it shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications of the Project. A certificate of substantial completion shall not be determined to be a certification as to the quality of the items to which it relates. Items shall be substantially complete only after all utility mains and all access roads, to the extent such items are designated on the Condominium Subdivision Plan as "must be built," are substantially complete in accordance with the pertinent plans therefor.

If the estimated cost of substantial completion of any of these items cannot be determined by a licensed professional engineer or architect due to the absence of plans, specifications, or other details that are sufficiently complete to enable such a determination to be made, such cost shall be the minimum expenditure specified in the recorded Master Deed or Amendment for completion thereof. To the extent that any item referred to in above is specifically depicted on the Condominium

Subdivision Plan, an estimate of the cost of substantial completion prepared by a licensed professional engineer or architect shall be required in place of the minimum expenditure specified in the recorded Master Deed or Amendment.

(3) Release of Funds Escrowed for Completion of Incomplete Improvements Upon furnishing Escrow Agent a certificate above evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility, or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such fund or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s), provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer. Notwithstanding a Release of escrowed funds that is authorized or required by this section, an Escrow Agent may refuse to release funds from an escrow account if the Escrow Agent, in its judgment has sufficient cause to believe the certificate confirming substantial completion or determining the amount necessary for substantial completion is fraudulent or without factual basis.

All funds released under this sub-paragraph B shall be delivered to Developer within three (3) business days after all of the conditions causing the release have been satisfied, provided, however, the Escrow Agent shall not be obligated to release any funds until it can satisfactorily ascertain, that said funds deposited have been "paid," "settled," and "fully collected" as such terms are defined under the provision of MCL 440.4100 et sequitur.

3. Release of Interest Upon Escrowed Funds.

Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by the Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder, provided, however, that all interest

earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

4. Other Adequate Security.

If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable Letter of Credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing fully repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

5. In the Event Elements or Facilities Remain Incomplete.

If Escrow Agent is holding in escrow funds or other security for completion or incomplete elements or facilities under Section 103b(7) of the Act, such funds or other security shall be administered by Escrow Agent in the following manner:

A. Escrow Agent shall upon request give all statutorily required notice under Section 103b(7) of the Act.

B. If Developer, the Fenton Orchards Condominium Association, and any other party or parties asserting a claim to or interest in the escrow deposit, enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent in its absolute and sole discretion), as to the disposition of the funds or security in escrow under Section 103b(7) of the Act, Escrow Agent shall release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions;

(1) Initiate an interpleader action in any Circuit Court in the State of Michigan naming the Developer, the Fenton Orchards Condominium Association, and all other claimants and interested parties as parties and deposit all funds or other security in escrow under Section 103b(7) of the Act with the Clerk of such Court in full acquitance of its responsibilities under this Agreement; or

(2) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and the Fenton

Orchards Condominium Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under Section 103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any Circuit Court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

6. Proof of Occurrence; Confirmation of Substantial Completion; Determination of Cost to Complete.

Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated herein before releasing any sums held by its pursuant to any Purchase Agreement either to Purchaser thereunder or to Developer. Whenever Escrow Agent is required hereby to confirm that a facility, element, structure, improvement, or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans, and specifications therefor, it may base such confirmation entirely upon the certificate of a licensed professional engineer or architect. Likewise, all estimates and determinations of the costs to substantially complete any incomplete elements, facilities, improvements, or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Project or any portion thereof by an representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon certificates, determinations, and estimates as described above in retaining and releasing all escrowed funds hereunder.

7. Limited Liability of Escrow Agent; Right to Deduct Expenses from Escrow Deposits.

Upon making delivery of the funds deposited with Escrow Agent pursuant to any Purchase Agreement and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provision set forth in such Agreements and

in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness, or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreements. Escrow Agent is not responsible for the failure of any banks used by it as an escrow depository for funds received by it under this Agreement.

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and escrow Agent undertakes no responsibilities whatever with respect to the nature, extent, or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate, or determination of the type described in Section 6, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-Owner, or any other party for any error in such certificate, cost estimate, or determination, or for any act or omission by the Escrow Agent in reliance thereon.

Except in instances of gross negligence or willful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds otherwise hereunder, including, without limitation, reasonable attorney fees and litigation expenses paid in connection with the defense, negotiation, or analysis or claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

8. Limited Liability of Architect and Engineer.

A licensed professional architect or engineer undertaking to make a certificate hereunder shall be held to the normal standard of care required of a member of that profession in determining substantial completion and the estimated cost of substantial completion under the Act, but such architect or engineer shall not be required to have designed the improvements or item or to have inspected it or have supervised construction or installation of the improvement or item. The certificate by a licensed professional architect or engineer shall not be construed to limit the Developer's liability for any defect in construction. For purposes of this Escrow Agreement, "licensed

professional engineer or architect" means a member of those professions who satisfies all requirements of the laws of this State for the practice of the profession, and who is not an employee of the Developer or of a firm in which the Developer, or an officer, or directot of the Developer, is a principal or holds ten percent (10%) or more of the outstanding shares of that firm.

9. Notices.

All notices required or permitted hereunder and all notice of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage pre-paid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the pertinent Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

10. Changes in Circumstances.

The disability, bankruptcy, insolvency, or absence of a Purchaser, Developer, or Escrow Agent, or any of them, shall not affect or prevent performance by the Escrow Agent of its obligations and instructions hereunder.

11. No Notification.

If no notification has been received by Escrow Agent within three (3) years from the date of this Escrow Agent, Escrow Agent may, after thirty (30) days written notice to Developer and Purchaser, deliver the escrowed assets to the Clerk of the Circuit Court of Livingston County, Michigan.

DEVELOPER:
M-59, Inc., a Michigan Corporation

By: _____
James D. Boldrey, Its President

Escrow Agent:
EIT TITLE SERVICE, agent for Stewart Title Insurance Company

By: _____

Escrow.Condo.FoSite