



**AMENDMENT #1
TO
MASTER DEED
GOODRICH MEADOWS SITE CONDOMINIUM**

This Amendment is made on this 27 day of June, 2003, to the Master Deed as recorded with the Genesee County Register of Deeds, Instrument Number 200109110090210 on the 11th day of September, 2001, by Goodrich Meadows, L.L.C., (hereinafter referred to as "Developer"), whose address is 1080 N. Opdyke, #200, Auburn Hills, MI 48326 in pursuance to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

This Amendment is pursuant to Article VI, Section 1; Amendment of Master Deed and Modification of Percentages of Value. Such conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer, subject to approval by the Village of Goodrich.

THE FOLLOWING AMENDMENTS ARE MADE HEREIN TO THE MASTER DEED:

1. Article IV, COMMON ELEMENTS, Section 1, paragraph (i): Roads. All roads throughout the project shall be ~~private roads~~ dedicated to the Village of Goodrich. The roads and associated curbing, including the right-of-way, as shown in Exhibit B GOODRICH MEADOWS shall be dedicated to the Village of Goodrich ~~has the right to restrict access to the public over the abovementioned roads.~~
2. Article IV, COMMON ELEMENTS, Section 3, paragraph (d): Private Roads. ~~The private roads referred to in Article IV, Section 1 (i) above will be maintained (including without limitation, snow removal), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. (delete entire paragraph)~~
3. Article IV, COMMON ELEMENTS, Section 3, paragraph (e): Pathways and Lighting. All pathways created for the GOODRICH MEADOWS shall be maintained (including, without limitation, snow removal), replaced, repaired and resurfaced as necessary, by the Association. ~~All lighting maintenance and repairs, including street lighting, shall also be the responsibility of the association.~~

Further, this Amendment is in accordance to Article IX, AMENDMENT, Section 3. By Developer. Prior to one year after expiration of the Development and sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the bylaws attached

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hereto as Exhibit A as do not materially affect any right of any Co-owners or mortgagees in the Project.

THE FOLLOWING AMENDMENTS ARE MADE HEREIN TO EXHIBIT B:

1. Sheet 3, Enlarged Survey Breakup Plan of the GOODRICH MEADOWS CONDOMINIUM: In accordance with the attached drawing and more particularly, the Easterly Valley Creek Dr. shall be re-named Meadow Creek Dr.
2. Sheet 9, Enlarged Utility Breakup Plan of the GOODRICH MEADOWS CONDOMINIUM: In accordance with the attached drawing and more particularly, the Easterly Valley Creek Dr. shall be re-named Meadow Creek Dr.
3. Sheet 11, Enlarged Utility Plan of the GOODRICH MEADOWS CONDOMINIUM: In accordance with the attached drawing and more particularly, Valley Creek Dr. shall be re-named Meadow Creek Dr.
4. Sheet 14, Enlarged Utility Plan of the GOODRICH MEADOWS CONDOMINIUM: In accordance with the attached drawing and more particularly, Valley Creek Dr. shall be re-named Meadow Creek Dr.
5. Sheet 15, Enlarged Unit Bearing & Dimension Breakup Plan of the GOODRICH MEADOWS CONDOMINIUM: In accordance with the attached drawing and more particularly, the Easterly Valley Creek Dr. shall be re-named Meadow Creek Dr.
6. Sheet 30, Enlarged Site Plan of the GOODRICH MEADOWS CONDOMINIUM: In accordance with the attached drawing and more particularly, Valley Creek Dr. shall be re-named Meadow Creek Dr.
7. Sheet 33, Enlarged Site Plan of the GOODRICH MEADOWS CONDOMINIUM: In accordance with the attached drawing and more particularly, Valley Creek Dr. shall be re-named Meadow Creek Dr.

DEVELOPER:

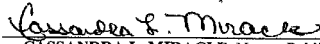
GOODRICH MEADOWS LLC

By: 

Donald L. Pratt, Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

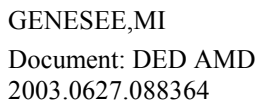
On this 26th day of June, 2003, before me personally appeared Donald L. Pratt, Managing Member of Goodrich Meadows, L.L.C. to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

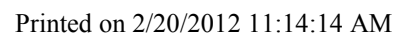

CASSANDRA L. MIRACLE, Notary Public
OAKLAND County, Michigan
My commission expires: AUGUST 17, 2007

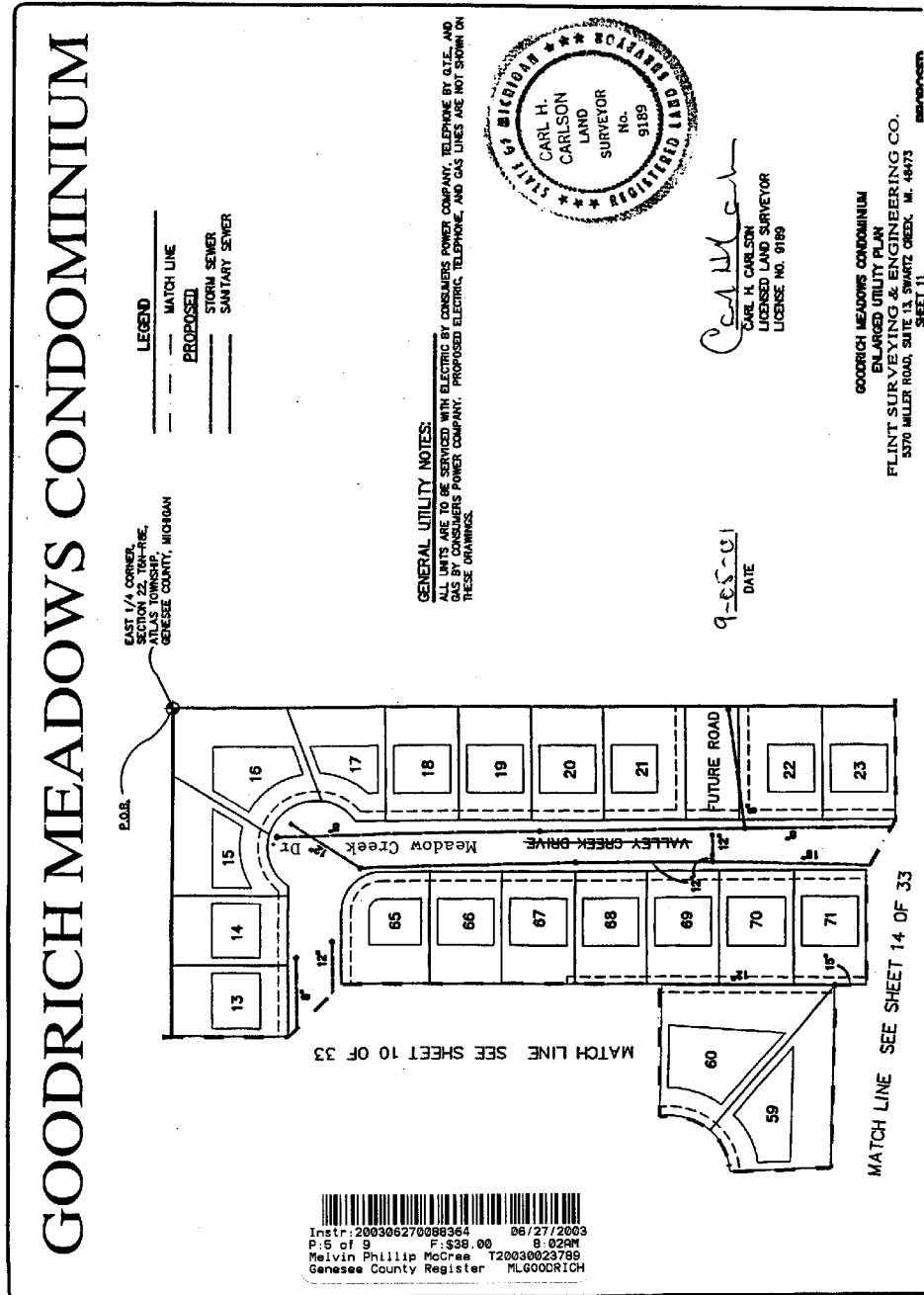
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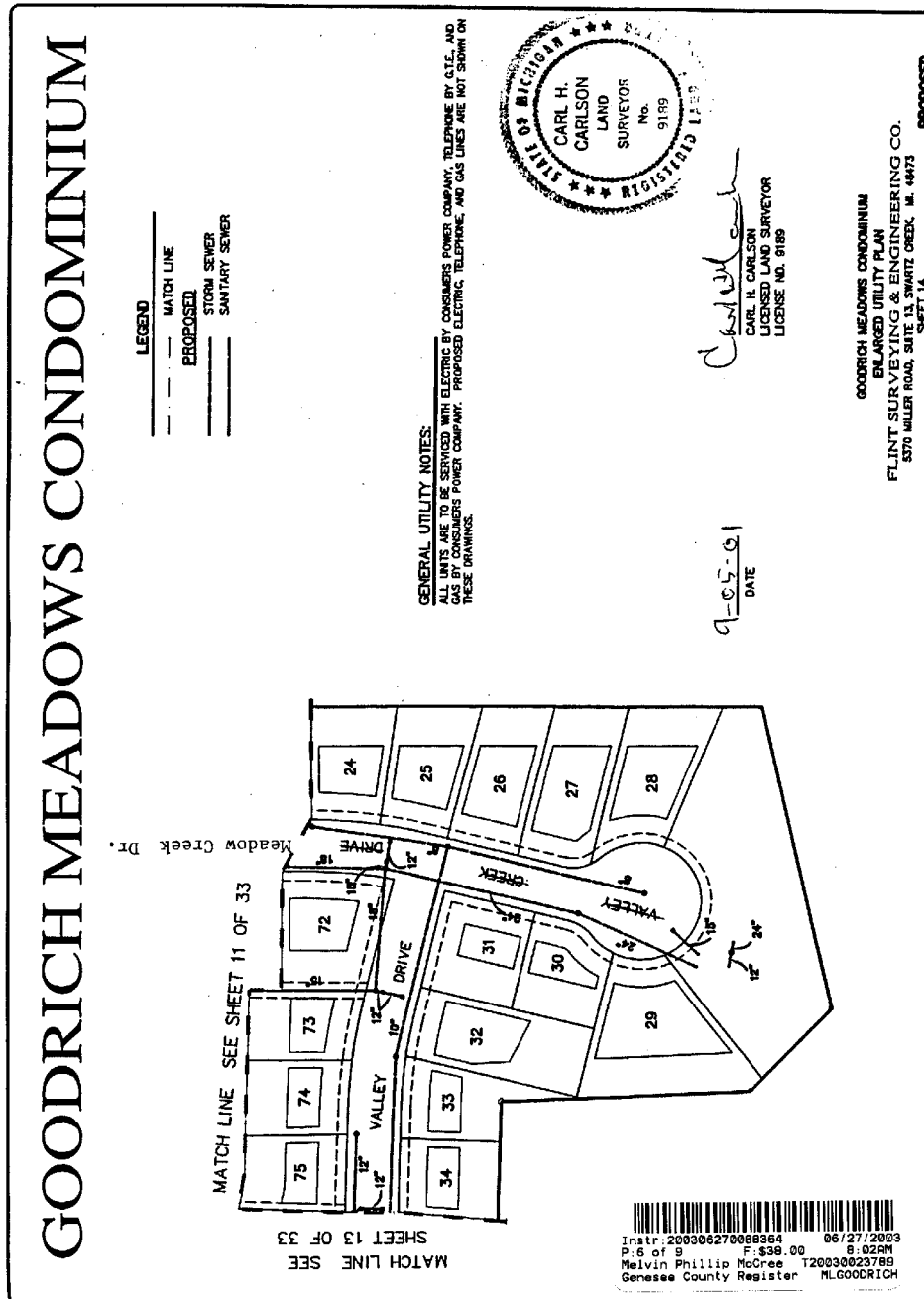
Goodrich Meadows LLC
Candi Miracle
1080 N. Ordway #200
3800 Auburn Hills, MI 48326


Instr: 200306270088364 06/27/2003
P: 2 of 9 F: \$38.00 8:02AM
Melvin Phillip McGree T20030623789
Genesee County Register ML600DRICH



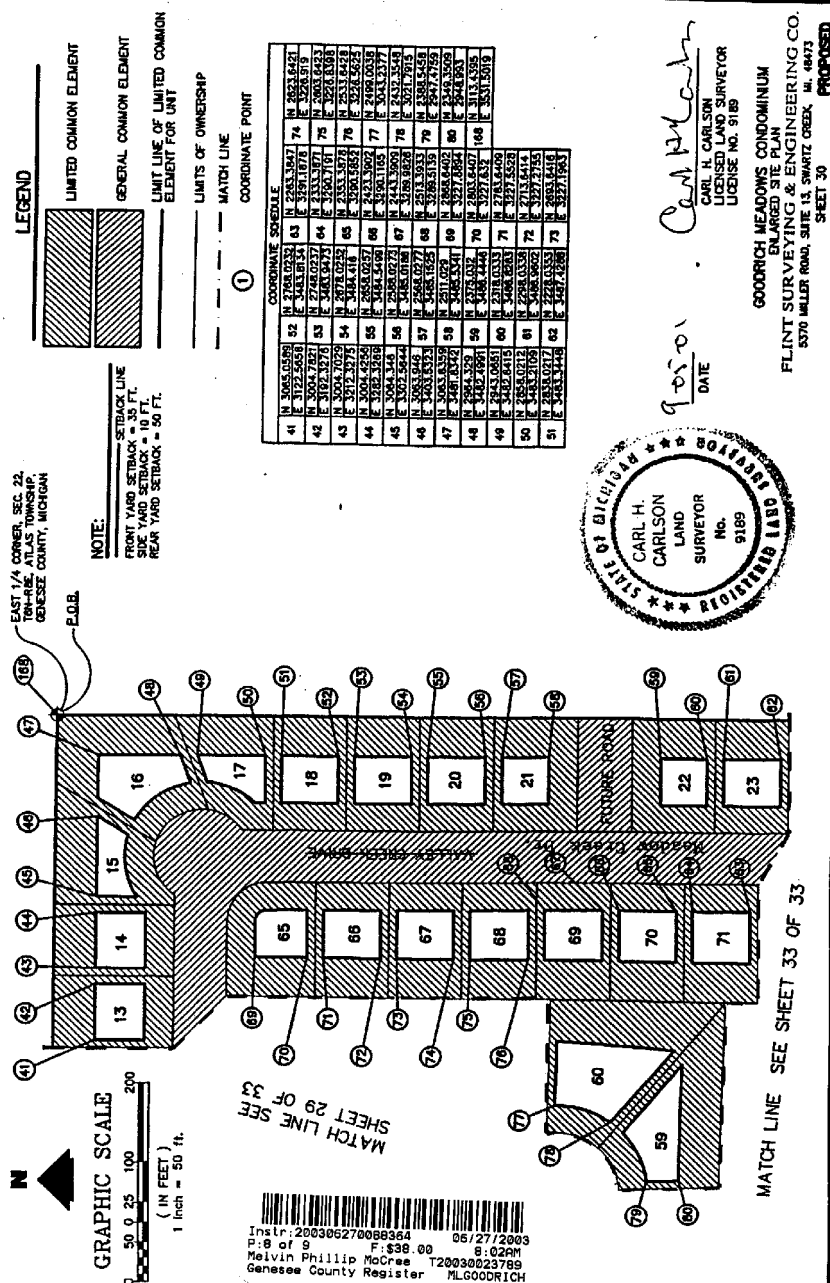




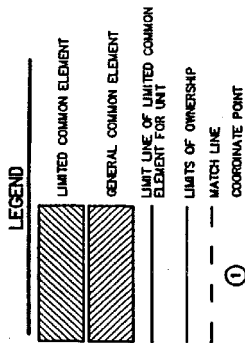




GOODRICH MEADOWS CONDOMINIUM-




GOODRICH MEADOWS CONDOMINIUM-



NOTE:
FRONT YARD SETBACK = 10 FT.
SIDE YARD SETBACK = 10 FT.
REAR YARD SETBACK = 50 FT.

COORDINATE SCHEDULE	
137 N 2244.1776 E 3487.7627	154 N 1732.8429 E 2038.8024
138 N 2110.5447 E 3487.7627	155 N 1695.1543 E 2031.2535
139 N 2068.0262 E 3487.7627	156 N 1657.4659 E 2023.7046
140 N 2025.5077 E 3487.7627	157 N 1619.7775 E 2016.1557
141 N 1982.9892 E 3487.7627	158 N 1582.0891 E 2008.6068
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143 N 1897.9522 E 3487.7627	160 N 1506.7123 E 1993.5090
144 N 1855.4337 E 3487.7627	161 N 1469.0239 E 1985.9601
145 N 1812.9152 E 3487.7627	162 N 1431.3355 E 1978.4112
146 N 1770.3967 E 3487.7627	163 N 1393.6471 E 1970.8623
147 N 1727.8782 E 3487.7627	164 N 1355.9587 E 1963.3134
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 Instr: 200109110090210 09/11/2001
 P.1 of 99 F: \$205.00 11:08AM
 Melvin Phillip McCree T20010028039
 Genesee County Register MLLARRY BA

MASTER DEED**GOODRICH MEADOWS SITE CONDOMINIUM**

This Master Deed is made and executed on this 11 day of SEPTEMBER, 2001, by GOODRICH MEADOWS, L.L.C., (hereinafter referred to as "Developer"), whose address is 1080 N. Opdyke, #200, Auburn Hills, MI 48326 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".

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish GOODRICH MEADOWS CONDOMINIUM ASSOCIATION Project under the Act and does declare that GOODRICH MEADOWS (hereinafter referred to as the "Condominium", "Project" or "the Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B 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, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

02224000.15/
 fr 02224000.12
 9/10/01 STE
 I hereby certify, based upon the records in my office,
 that there are no tax liens or taxes held by the state, or
 by any individual, against the within description, and
 that all taxes due thereon have been paid for the 3
 years next preceding the date of this instrument.

Daniel T. Kiden

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**ARTICLE I****TITLE AND NATURE**

The Condominium Project shall be known as GOODRICH MEADOWS, Genesee County Condominium Subdivision Plan No. 873. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Projects.

ARTICLE II**LEGAL DESCRIPTION**

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

PART OF THE SOUTHEAST 1/4 OF SECTION 22, T6N-R8E, VILLAGE OF GOODRICH, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 22; THENCE S 00°23'01" E, 1454.63'; THENCE S 77°26'30" W, 397.85'; THENCE N 46°41'18" W, 145.61'; THENCE N 02°33'13" W, 307.94'; THENCE N 87°58'12" W, 288.47'; THENCE N 72°41'19" W, 416.57'; THENCE S 16°53'22" W, 140.62'; THENCE N 64°46'50" W, 336.99'; THENCE N 30°07'48" W, 691.75'; THENCE S 89°44'05" E, 770.46'; THENCE N 00°06'10" W, 400.03'; THENCE S 89°46'23" E, 1107.49' TO THE POINT OF BEGINNING.
CONTAINING 41.42 ACRES MORE OR LESS.

ARTICLE III**DEFINITIONS**

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of the GOODRICH MEADOWS CONDOMINIUM ASSOCIATION, INC., a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts,



easements and other instruments affecting the establishment of, or transfer of, interests in GOODRICH MEADOWS as a condominium. Wherever used in such document or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

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

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

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

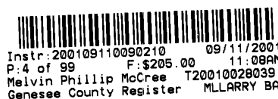
Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association, as all of the same may be amended from time to time.

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

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium", or "Project" means GOODRICH MEADOWS, as a Condominium Project established in conformity with the Act.

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

Section 9. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".



Section 10. Developer. "Developer" means GOODRICH MEADOWS L.L.C., which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 11. Development and Sales Period. "Development and Sales Period", for the purpose of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.

Section 12. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units are sold, whichever first occurs.

Section 13. Village. "Village" means the Village of Goodrich, Township of Atlas, Genesee County, Michigan.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in GOODRICH MEADOWS, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a 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. The Developer is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements.

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

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ARTICLE IV

COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof and other common areas, if any, not identified as Limited Common Elements.

(b) Easement. All beneficial ingress, egress and utility easements.

(c) Electrical. The electrical transmission mains throughout the Project, up to the point of lateral connections for Unit service.

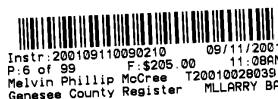
(d) Electrical Fixtures. All electrical fixtures, plugs, switches, fuse boxes or electric control panels, and any other similar item connected to the electrical system assigned to a Unit located outside the boundaries of a Unit, which are assigned to the Unit which they service.

(e) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.

(f) Gas. The gas meters not attached to any unit and gas line network throughout the project, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with the gas meter for any Unit.

(g) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service.

(h) Entrance Areas. The entrance areas to the Condominium including the entrance lighting, signage, well, sprinkler system and electrical meter that serve the entrance area.



(i) Roads. All roads throughout the project shall be private roads. The roads and associated curbing, including the right-of-way, as shown in Exhibit B. GOODRICH MEADOWS has the right to restrict access to the public over the abovementioned roads.

(j) Retention Basin System and Storm Sewers. The storm water retention basin system and storm sewers throughout the Project.

(k) Park Areas. All park areas within the Project.

(l) Recreation Area. The recreation area as contained on Exhibit B.

(m) Water. The water supply and the water distribution system throughout the Project. Water usage charges will be shared by all Co-owners as an expense of administration if a water system is installed.

(n) Sanitary Sewer. The sanitary sewer system throughout the Project, up to the point of entry to the Unit it serves.

(o) Storm Sewer. The storm drainage system throughout the Project.

(p) Detention Pond. The storm water detention pond serving the Condominium.

(q) Irrigation. The irrigation system throughout the Project, including the wells, if any, the water lines, valves, sprinkler heads, pumps and electrical equipment.

(r) Cable Television. The cable television wiring network throughout the Project.

(s) Mailbox Stand. All mailboxes shall be located on common area in the Project.

(t) 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.

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) Yard Areas. Each Limited Common Element immediately surrounding a Unit as designated on the Condominium Subdivision Plan is a Yard Area limited in use to the Unit which it immediately surrounds.

(b) Wells. Each water well is limited in use to the Unit served thereby.

(c) Retention Basin System and Storm Drainage System. The storm water retention basin system and storm drainage system throughout the Project.

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

(a) Co-owner Responsibilities.

(i) Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B hereto and that various appurtenances to such dwellings may extend into the Limited Common Element Yard Areas surrounding the same. Any appurtenances are to be regulated by Village Ordinance. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenances to each dwelling as a Limited Common Element shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such Units and appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. In connection with any amendment made by the Developer pursuant to Article VI hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

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(ii) Utility Services. All costs of electricity and natural gas and any other utility services shall be borne by the co-owner of the Unit to which such services are furnished.

(iii) Wells. All costs of initial installation and subsequent maintenance, repair and replacement of the well located within each Unit and its Limited Common Element Yard Area shall be separately borne by the Co-owners of the Units to which they are respectively appurtenant.

(iv) Sewer System. The individual Co-owner shall be responsible for maintenance, repair, operation and replacement for the portion of the sewer system from the point of the unit and including the shutoff valve, to the residence. This maintenance does not include the shut off valve adjacent of the road right-of-way.

(v) Sidewalks. The Co-owner will be responsible for the installation and maintenance of all sidewalks in the limited common area that is appurtenant to the co-owner's unit and will maintain same in accordance with the Village of Goodrich specifications.

(b) Association Responsibility for Units and Common Elements. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units or within the Limited Common Elements appurtenant thereto. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries and their appurtenant Limited Common Elements as it may deem appropriate (including, without limitation, lawn mowing, snow removal, tree trimming, sewer system from the point of the unit to the shut off valve adjacent of the road right-of-way, and well maintenance, and exterior painting). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the



Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(d) Private Roads. The private roads referred to in Article IV, Section 1(i) above will be maintained (including, without limitation, snow removal), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs.

(e) Pathways and Lighting. All pathways created for the GOODRICH MEADOWS shall be maintained (including, without limitation, snow removal), replaced, repaired and resurfaced as necessary, by the Association. All lighting maintenance and repairs, including street lighting, shall also be the responsibility of the association.

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

(g) Detention Basin System and Storm Drainage System. The costs of maintenance, repair and replacement of the detention basin system and storm drainage system shall be borne by the Association.

(i) The storm drainage system that is contained under and through the limited common areas will be maintained by the association and the association retains the right to enter onto the limited common area for the purpose of maintaining said storm drainage system.

(ii) The storm drainage system is subject to the terms and conditions of the Drainage Agreement recorded in Liber 2018, Page 40.

(h) Sanitary Sewer System. The Association shall have responsibility for the sanitary sewer system maintenance, repair, operation and replacement of the system in the Project. Units 1 through 83, from the point of and including the shut-off valve located adjacent to the road right-of-way, up to and including, the point of entry of each unit.


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(i) Mailboxes. Mailboxes will be maintained on common area adjacent to Valley Creek Drive. If the post office allows mailboxes next to the individual Unit driveways then each Co-owner will be responsible for installation and maintenance of individual mailboxes at their respective driveway entrances. The location and design of said mailbox is subject to approval by the Developer or Association and the U.S. Postal regulation. The cost of maintenance, repair and replacement of said mailbox shall be borne by each individual Co-owner.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see that electric, natural gas mains and sewer mains are installed within reasonable proximity to, but not within, the Units and their Limited Common Element Yard Areas. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units and their respective Limited Common Elements Yard Areas. In the event that, in the future, it shall be required by a public authority or public authorities or by a majority of Co-owners to install public water mains to serve the Units in this Condominium, then the collective costs assessable to the Condominium Premises as a whole of installation of such mains shall be borne equally by all Co-owners. Likewise, in the event that there is a well and/or septic failure within any Unit or its appurtenant Limited common Element Yard Area, which, in turn necessitates the installation of such public water mains, then a main or mains sufficient to serve all Units shall be installed and the costs there of assessable to the Condominium Premises shall be apportioned equally among all Co-owners as provided in the preceding sentence. In the event of installation of such public water systems, only the mains shall be General Common Elements and lateral connections to serve Units shall be the individual responsibilities of the respective Co-owners.

Section 5. 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 Project or in any manner which will interfere with or impair the rights of any other Co-



owner in the use and enjoyment of his Unit or the Common Elements. No Limited Common Element may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the same is appurtenant.

ARTICLE V

UNIT DESCRIPTIONS AND CO-OWNER RESPONSIBILITIES

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of GOODRICH MEADOWS as prepared by Flint Engineering & Survey and attached hereto as Exhibit B. Each Unit shall consist of the space located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six years from the date of recording this Master Deed to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element. Any modifications are to be regulated by Village Ordinance, i.e., and shall be subject to Village approval.

ARTICLE VI

OPERATIVE PROVISIONS

Any conversion in the Project pursuant to Articles V above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer, subject to approval by the Village.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary.

Section 3. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be



deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles V above. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. The Village of Goodrich reserves the right to an administrative review of these modifications.

ARTICLE VII

CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in the duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns and subject to Village approval.

(b) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns. Said relocation is subject to Village approval.

(c) Amend to Effectuate Modifications. In any



amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

Section 2. By Co-owners. One or more Co-owners may undertake:

(a) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the Office of the Genesee County Register of Deeds. Said consolidation or relocation is subject to Village approval.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event of any encroachments due to shifting,

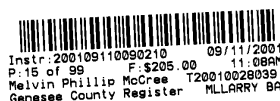


settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium.

Section 2. Easements Retained by Developer. The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in GOODRICH MEADOWS, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan 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 irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

The Developer reserves the right, at any time during the Development and Sales Period, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the 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 irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility 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 Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be



varied, without the consent of each person benefitted or burdened thereby.

Section 4. Association Right to Dedicate Public Right-of-Way. The Association, upon expiration of the Development and Sales Period, acting through its lawfully constituted Board of Directors shall be empowered to dedicate to the public a right-of-way of such width as may be required by the local public authority over any and all of the roadways in GOODRICH MEADOWS, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Master Deed and to Exhibit "B" hereto, recorded in the Genesee County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

Section 5. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit or Yard Area appurtenant thereto. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair or replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit and its Limited Common Element Yard Area, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit (including the

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exteriors of any structures located therein), its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, right of entry or other means of access. Failure of the Association (or the Developer) to take any 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 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 assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development 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 agreement, 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, convening or desirable to provide for telecommunications, Videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in any 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 other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing period subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Emergency Vehicle Access Easement. There shall exist for the benefit of the Village of Goodrich or any emergency service agency, an easement over the right and emergency easement for use by the Village and/or emergency vehicles. Said

easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof.

ARTICLE IX

AMENDMENT

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

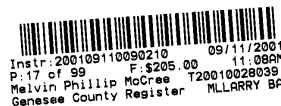
Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner of any Unit to which the same are appurtenant.

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

Section 3. By Developer. Prior to one year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any right of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent; thus, any change in such matters shall require unanimity of action of all Co-owners.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.



Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE X**ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by 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.

WITNESSES:

GOODRICH MEADOWS L.L.C.

Christopher A.S. Pratt
Christopher A.S. Pratt

Donald L. Pratt
Donald L. Pratt Partner

Cassandra L. Miracle
Cassandra L. Miracle

STATE OF MICHIGAN)

)SS

COUNTY OF OAKLAND)

On this 5th day of September, 2001, the foregoing Master Deed was acknowledged before me by Donald L. Pratt, Partner of GOODRICH MEADOWS L.L.C.

DRAFTED BY AND WHEN RECORDED
RETURN TO:

Lynne Pratt, NOTARY PUBLIC
Oakland COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 10/04/02

LARRY BARNETT
255 N. TELEGRAPH RD., STE. 202
WATERFORD, MI 48328

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PURCHASER INFORMATION BOOKLET

FOR

GOODRICH MEADOWS SITE CONDOMINIUM

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**GOODRICH MEADOWS SITE CONDOMINIUM****EXHIBIT A****BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

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

ARTICLE II**ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and



the Act shall be levied by the Association against the Units and the Co-Owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular quarterly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (2) to provide repairs or


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replacements of existing General Common Elements, including, but not limited to Sanitary Disposal System; (3) to provide additions to the General Common Elements not exceeding \$1,000 annually for the entire Condominium Project; or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special Assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements, including but not limited to, Sanitary disposal system, of a cost exceeding \$1,000 for the entire Condominium Project per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraphs 2 (a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

The only exception to the abovementioned special assessment would be any special assessment levied by the Township of Atlas for repairs and maintenance to either the road, retention basin system, and/or the storm drainage system.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners to cover

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expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-Owners in four (4) equal quarterly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days may bear interest from the initial due date thereof at the rate of seven (7%) percent per annum until each installment is paid in full. The Association may assess reasonable automatic late charges or may, pursuant to Article XX hereof, levy fines for late payment of assessments in addition to such interest. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, the cost of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of this Unit.

Section 5. Enforcement.

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



also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten days after mailing, by first class mail, postage prepaid, addressed

to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit; (ii) the statutory and other authority for the lien; (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments); (iv) the legal description of the subject Unit(s); and (v) the name(s) of the co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the County in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from the pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The developer of the Condominium, although a Member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. For instance, the only expenses presently contemplated that the Developer might be expected to pay are a pro rata share of snow removal and other road maintenance from time to time as well as a pro rata share of any liability insurance and other administrative costs with the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a temporary certificate of occupancy has been issued by Atlas Township.

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

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

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

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

ARTICLE III

ARBITRATION

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

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


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

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$500,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

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

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements.

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

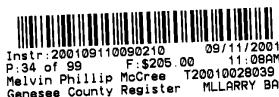
(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-Owners and their mortgagees, as their interests may appear;


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provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-Owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the building and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and its appurtenant Limited Common Element Yard Area and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in the amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association



assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit and appurtenant Limited Common Element Yard Area or the improvements located thereon (naming the Association or the Developer as additional insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

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

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of any occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Element Yard Area and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

(a) General Common Elements. If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired, unless all of the Co-Owners and all of the institutional holders of mortgages on any unit in the Project unanimously agree to the contrary, with the exception of roads and drainage system.

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(b) Unit or Improvements Thereon. If the damaged property is a Unit or Limited Common Element Yard Area or any improvements thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon to a clean and slightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-Owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-Owners for the reconstruction or repair of the damaged property in sufficient amount to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation in size or number, however, some replacement should occur.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the safety, access or appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for

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such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If the Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

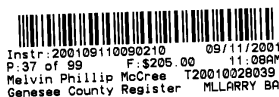
(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage line on any of the Units in the Condominium.

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

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of mortgagees of Condominium Units pursuant to their mortgages in the



case of a distribution to Co-Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for anything other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy, except under a lease, the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases and occupancy agreements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in his discretion.

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

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

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

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

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

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

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

Section 3. Architectural Control. No building, structure or other improvement shall be constructed within a



Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-Owners. Developer's rights under Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct or authorize any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of priority consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 4. Minimum Square Feet. The minimum area of any ranch style residence constructed within a Unit shall be 1,250 square feet, a two story residence shall have a minimum of 800 square feet on the ground floor, a story and one half style residence shall have a minimum of 1,000 square feet on the ground floor.

Section 5. Exterior Finishes. All residential structures and outbuildings built in a Unit shall have exterior finishes of brick, stone, vinyl siding, aluminum siding, or manufactured wood siding.

Section 6. Garages and Driveways. All dwellings shall have a minimum two car, attached garage. Driveways shall be surfaced with asphalt, or concrete and shall be installed within twelve (12) months of receipt of a temporary certificate of occupancy.

Section 7. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations, modifications or changes in any of the Units or Common Elements, Limited or General, without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period), including, without limitation, the erection of antennas of any sort (including dish antennas). No Co-owner shall in any way

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restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. No Co-owner may place improvements on or about the Park Area without the above referenced permission of the Association or Developer.

Section 8. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become any annoyance or a nuisance to the Co-Owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 9. Pets. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the Co-owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in

violation of the restrictions imposed by this Section. The Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 10. Aesthetics. The Common Elements, both Limited and General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of the time as may be reasonably necessary to permit periodic collection of trash. Air conditioning units, if any, must be installed at the rear of the residence. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit.

Section 11. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all valid licensed vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the General Common Elements of the Condominium. Vehicles shall be parked in garages to the extent possible. Any extra vehicles shall be parked within Unit or Yard Areas which have been approved for such purposes by the Association which approval shall not be unreasonably withheld. The Association may require reasonable screening of such supplementary parking areas within any Unit or Yard Area. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. The Association may make reasonable rules and regulations in implementation of this Section. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole.



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Section 12. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, except for "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer.

Section 13. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners.

Section 14. Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Unit, the Co-owner shall cause such Unit to be finish graded, sodded or seeded and suitable landscaped as soon after such completion as weather permits, and in any event within ten (10) months from the date of completion.

All Units owned by the Developer or a builder who owns Units for resale in the ordinary course of business shall be except from the foregoing restrictions contained in this Section. Upon conveyance of any Unit by the Developer or a builder to any Co-owner other than the Developer or a builder, the exception for said Unit shall thereupon cease and such Unit shall be subject to all of the restrictions contained in this Section.

Section 15. Common Element Maintenance. The road area shall not be obstructed nor shall they be used for purposes other than that for which they are reasonable and obviously intended. No bicycles, vehicles, or other obstructions may be left unattended on or about the Common Elements.

Section 16. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the



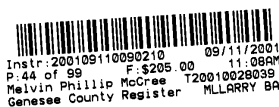
Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

Section 17. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, or improvements shall be commenced, erected or maintained, nor shall any additions to, or change or alteration to any structure be made, except interior alterations which do not affect structural elements of any Unit. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-Owners.

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

(c) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape



in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws.

Section 18. Public Health Requirements. The provisions hereinafter set forth have been required by the Michigan Department of Public Health and the Genesee County Health Division. Permits for the installation of wells shall be obtained from the Genesee County Health Division prior to any construction on the individual building sites. Each Co-Owner shall be solely responsible for installation, maintenance, repair and replacement of the well water supply system and the sewer system on his building site to the point of the shut-off valve and the Association shall have absolutely no financial responsibility or other duty with respect thereto. All wells installed for private water supply will, except as set forth below, require using a neat cement grout and the casing and grout are required to extend at least twenty feet into the uppermost bedrock formation. The Michigan Department of Public Health, the Genesee County Health Division and the Developer will require that water wells be of a depth sufficient to penetrate and aqualude.

All sites must be connected to the sanitary sewer service lead from the public main line to the unit line. There shall be a separate lead for each unit. The shut off valve shall be the responsibility of the Association.

Each unit shall obtain the necessary required municipal sanitary sewer permit and pay Genesee County Division of Water and Sewer the required fee for said hookup.

All residential dwellings shall be served by an adequate sanitary sewer system. The said sanitary sewer system shall be utilized for disposition of human metabolic waste only and not for processed waste of any sort. All toilet facilities must be located inside a residential dwelling.

All residential dwellings shall be served by an appropriate potable water supply system constructed in accordance with the Groundwater Quality Control provision of the Michigan



Public Health Code P.A. 368 of 1978, as amended, and, in particular, with Part 127 thereof. All wells on individual site shall be drilled to a minimum depth of 50' and must penetrate a minimum clay aquaclude of 7' by a well driller licensed by the State of Michigan and a complete well log form for each such potable water well shall be submitted to the Genesee County Health Division within sixty (60) days following completion of such well. A well drilled in accordance with this provision shall be deemed to be an appropriate water supply system.

At some time subsequent to the initial development, it may become necessary to construct a community water supply. The construction of such public systems, or either of them, may be financed, in whole or in part, by the creation of a special assessment district or districts which may include all site condominium Units in GOODRICH MEADOWS SITE CONDOMINIUM. The Developer is not responsible for maintenance of individual wells. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser shall constitute the agreement by such Owner or purchaser, his heirs, executors, administrators and assigns that such Owner or purchaser will execute any petition circulated for the purpose of creating such a special assessment district. The Board of Directors of the Association shall be vested with full power and authority to obligate all Co-Owners to participate in a special assessment district or districts and to consider and act upon all other community water and sewer issues on behalf of the Association and all Co-Owners. Further, each Owner will pay such special assessments as may be levied against his site condominium Unit by any such special assessment district and shall take the necessary steps as required by the appropriate state, county and township agencies and by the Association, acting through its Board of Directors to connect, at his own expense, his water intake to such community water supply system within ninety (90) days following the completion of said system or systems.

The costs of maintenance, repair and replacement of the sanitary sewer system shall be borne by the association to the point of the unit line for each unit.

Section 19. Effect of Village of Goodrich Zoning Ordinance. The provisions of the Village of Goodrich Zoning Ordinance regarding minimum lot size, minimum floor area per dwelling unit, yard setbacks, and maximum height of building shall apply to the condominium development. For purposes of applying these ordinance provisions to the condominium development, the following shall apply:

(a) The term "lot" or "zoning Lot" as used in the Zoning Ordinance shall mean the Unit and the Unit's appurtenant Limited Common Element Yard Area.

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(b) The term "front lot line" as used in the Zoning Ordinance shall mean the line separating the Unit's appurtenant Limited Common Element Yard Area from the area of land which is a General Common Element within which a roadway is contained.

(c) The term "side lot line" as used in the Zoning Ordinance is the line between the Unit's appurtenant side Limited Common Element Yard Area and the adjoining Unit's appurtenant side Limited Common Element Yard Area.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give the holder of a first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the



Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of Members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owner qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written



vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units in GOODRICH MEADOWS SITE CONDOMINIUM have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-Owners of 75% of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner.

Section 3. Annual Meeting. Annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-Owners as



directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

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

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows:

- (a) roll call to determine the voting power represented at the meeting;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading of minutes of preceding meeting;
- (d) reports of officers;
- (e) reports of committees;
- (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers);
- (g) election of Directors (at annual meeting or special meetings held for such purpose);
- (h) unfinished business; and
- (i) new business.



Meetings of members shall be charged by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify:

(a) the numbers of responses needed to meet the quorum requirements;

(b) the percentage of approvals necessary to approve the action; and

(c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specified a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation of:

(i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and

(ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully



to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable except that if more than 50% of the non-developer Co-Owners petition the Board of Directors for an election to select the Advisory Committee, then an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-Owners and to aid in the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace, at its discretion, at any time, any member of the Advisory Committee who has not been elected thereto by the Co-Owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors.
The Board of Directors shall be comprised of three (3) members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association under the appointment of the first non-developer Co-Owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.



(b) Appointment of Non-developer Co-Owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-Owners of 25% in number of the Units, one of the three Directors shall be selected by non-developer Co-Owners. When the required number of conveyances has been reached, the Developer shall notify the non-developer Co-Owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-Owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(1) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-Owners of 75% in number of the Units, the non-developer Co-Owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units in the Project. Whenever the required conveyance level is achieved, a meeting of Co-Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of

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members of the Board of Directors that the non-developer Co-Owners have the right to elect number subsection (2), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-Owners under subsection (b) results in a right of non-developer Co-Owners to elect a fractional number of members of the Board of Directors that the non-developer Co-Owners have a right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) Director as provided in subsection (1).

(4) At the First Annual Meeting two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one (1) or (2) Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one (1) of the Directors elected at the First Annual Meeting) of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

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



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

(a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibility which are not by law or the Condominium Documents required to be performed by the Board.

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(j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into a contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or building, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-Owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed without or without cause by the affirmative vote of more than 50% of all of the Co-Owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 30% requirement set forth in Article VIII, Section 4. Any director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time and from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.



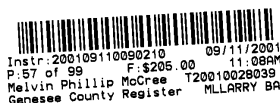
Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order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

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

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

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining the quorum.



Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall have the right to require that all officers and employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of the administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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

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

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal,

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if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

ARTICLE XIII

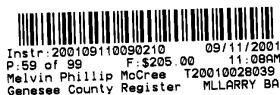
SEAL

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

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall have the right to hire a professional licensed management company to keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair



expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of the administration.

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expense and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a



settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-Owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to ever member of the Association after adoption; provided, however, that any amendment to these Bylaws

that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

Section 7. Amendments. Some amendments may require approval by governmental agencies, as required by law.

Section 8. Consent of Village Required. Anything herein to the contrary notwithstanding, the following sections of these Bylaws shall not be amended without the specific approval of the Village of Goodrich: Article II, Section 2; Article VI, Sections 19 and 20; and this Article XVI, Section 8.

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-Owners to the following remedies:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive



relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-Owners.

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

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agent the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit (but not into any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX thereof.

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

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



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

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duty adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the Notice.

(c) Default. Failure to respond to the Notice of Violation constitutes a default.



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

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (a) First Violation. No fine shall be levied
- (b) Second Violation. Twenty-Five (\$25.00) Dollars fine.
- (c) Third Violation. Fifty (\$50.00) Dollars fine.
- (d) Fourth Violation and Subsequent Violations. One Hundred (\$100.00) Dollars fine.

Section 4. Fines for Wrongful Tree Removal. Upon violation of any of the provisions of the Condominium Documents relevant to tree removal shall be levied as follows:

- (a) First Violation. Fifty (\$50.00) Dollars fine.
- (b) Second Violation. One Hundred and Fifty (\$150.00) Dollars Fine.
- (c) Third Violation. Two Hundred and Fifty (\$250.00) Dollars Fine.
- (d) Fourth Violation and Subsequent Violations. Five Hundred (\$500.00) Dollars fine.

Section 5. Collection. The fines levied pursuant to Sections 3 and 4 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XX of these Bylaws.


Instr: 200109110090210 09/11/2001
P: 64 of 99 F: \$205.00 11:08AM
Melvin Phillip McCree T20010028039
Genesee County Register MLLARRY BA

ARTICLE XXI**RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assessed by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article IV of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

It is understood that GOODRICH MEADOWS L.L.C. is the Developer of this project. Further, it is understood that GOODRICH MEADOWS L.L.C. may be the builder of certain homes constructed on any one of the individual site condominiums. As Developer and builder, GOODRICH MEADOWS L.L.C. must comply with the requirements of MCL 559.101 et. seq. and give the prospective purchasers all statutory condominium documents.

It is further understood and agreed that if GOODRICH MEADOWS L.L.C. sells one or more of the site condominium units to another building company then that building company must supply all statutory documents to prospective purchasers relative to MCL 559.101 et. seq.


Instr: 200109110090210 09/11/2001
P: 65 of 99 F: \$205.00 11:08AM
Melvin Phillip McCreary T20010028035
Genesee County Register MLLARRY BA

ARTICLE XXII**SEVERABILITY**

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

WITNESSES:

GOODRICH MEADOWS L.L.C.

Christopher A.S. Pratt
Christopher A.S. Pratt

Donald L. Pratt
Donald L. Pratt, Partner

Cassandra L. Miracle
Cassandra L. Miracle

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 5th day of September, 2001, the foregoing Bylaws were acknowledged before me by Donald L. Pratt, Partners of GOODRICH MEADOWS, L.L.C.

Lynne Pratt
Lynne Pratt, NOTARY PUBLIC
OAKLAND COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 10/04/02

DRAFTED BY AND WHEN
RECORDED RETURN TO:

LARRY BARNETT
255 N. Telegraph Rd., Ste. 202
Waterford, MI 48328


Instr: 200109110090210 09/11/2001
P: 66 of 99 F: \$205.00 11:08AM
Melvin Phillip McCreary T20010028039
Genesee County Register MLLARRY BA

Instr. 200109110090210 09/11/2001
P: 67 of 99 F: \$205.00 11:08AM
Melvin Phillip McCreedy T20010028039
Genesee County Register MLLARRY BA

GENESEE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 273

EXHIBIT B TO THE MASTER DEED OF:
GOODRICH MEADOWS
CONDOMINIUM

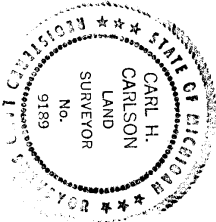
PART OF THE SOUTHEAST 1/4 OF SECTION 22, T6N-R8E,
VILLAGE OF GOODRICH, GENESEE COUNTY, MICHIGAN

DEVELOPED BY:
GOODRICH MEADOWS, L.L.C.
1080 NORTH OPDYKE, SUITE 200
AUBURN HILLS, MI 48326
PHONE NO. (248) 475-5770

SURVEYOR:
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD
SWARTZ CREEK, MICHIGAN 48473
PHONE NO. (810) 230-1333

LEGAL DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 22, T6N-R8E, VILLAGE OF GOODRICH, GENESEE COUNTY, MICHIGAN, DESCRIBED AS:
BEARING N 72°41'19" W, 307.94'; THENCE S 0°23'01" E, 1454.43'; THENCE S 77°28'32" W, 4694.18'; THENCE N 46°41'18" W, 1454.43'; THENCE N 72°41'19" W, 307.94'; THENCE N 87°58'12" W, 288.47'; THENCE N 72°41'19" W, 416.59'; THENCE S 16°53'22" W, 140.62'; THENCE N 64°48'50" W, 336.59'; THENCE N 30°07'45" W, 691.73'; THENCE S 89°44'05" E, 770.46'; THENCE N 0°06'10" W, 400.03'; THENCE S 89°48'23" E, 1107.49'; TO THE POINT OF BEGINNING, CONTAINING 41.42 ACRES MORE OR LESS.



9-05-01
DATE

Carl H. Carlson
CARL H. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 9189

SHEET INDEX

1. COVER SHEET	25. ENLARGE UNIT BEARING & DIMENSION PLAN
2. ENLARGED SURVEY PLAN	26. ENLARGE UNIT BEARING & DIMENSION PLAN
3. ENLARGED SURVEY BREAKUP PLAN	27. ENLARGE UNIT BEARING & DIMENSION PLAN
4. ENLARGED SURVEY PLAN	28. ENLARGED SITE BREAKUP PLAN
5. ENLARGED SURVEY PLAN	29. ENLARGED SITE PLAN
6. ENLARGED SURVEY PLAN	30. ENLARGED SITE PLAN
7. ENLARGED SURVEY PLAN	31. ENLARGED SITE PLAN
8. ENLARGED SURVEY PLAN	32. ENLARGED SITE PLAN
9. ENLARGED UTILITY BREAKUP PLAN	33. ENLARGED SITE PLAN
10. ENLARGED UTILITY PLAN	
11. ENLARGED UTILITY PLAN	
12. ENLARGED UTILITY PLAN	
13. ENLARGED UTILITY PLAN	
14. ENLARGED UTILITY PLAN	
15. ENLARGED UNIT BEARING & DIMENSION PLAN	
16. ENLARGED UNIT BEARING & DIMENSION PLAN	
17. ENLARGED UNIT BEARING & DIMENSION PLAN	
18. ENLARGED UNIT BEARING & DIMENSION PLAN	
19. ENLARGED UNIT BEARING & DIMENSION PLAN	
20. ENLARGED UNIT BEARING & DIMENSION PLAN	
21. ENLARGED UNIT BEARING & DIMENSION PLAN	
22. ENLARGED UNIT BEARING & DIMENSION PLAN	
23. ENLARGED UNIT BEARING & DIMENSION PLAN	
24. ENLARGED UNIT BEARING & DIMENSION PLAN	

GOODRICH MEADOWS CONDOMINIUM

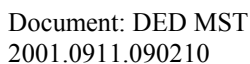
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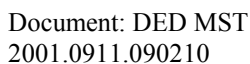
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5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI 48473

SHEET 1

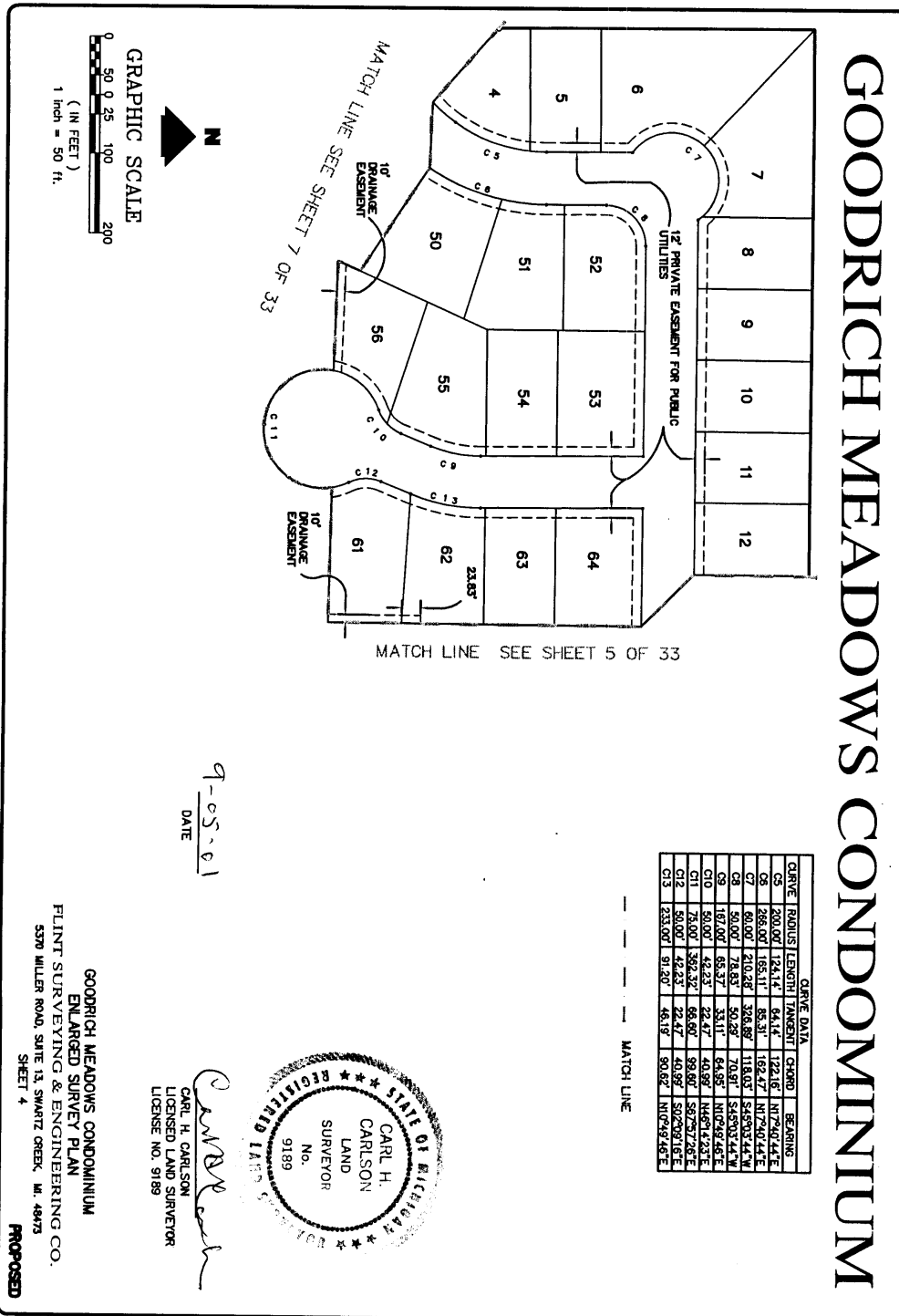
PROPOSED

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST
BE RECORDED IN THE COUNTY REGISTER OF DEEDS
BOOK AND PAGE NUMBER OF RECORD. WHEN A
RECORD IS MADE, THE SURVEYOR'S CERTIFICATE ON
THIS SHEET MUST BE PROPERLY SHOWN IN THE TITLE ON THIS
SHEET NO. 2

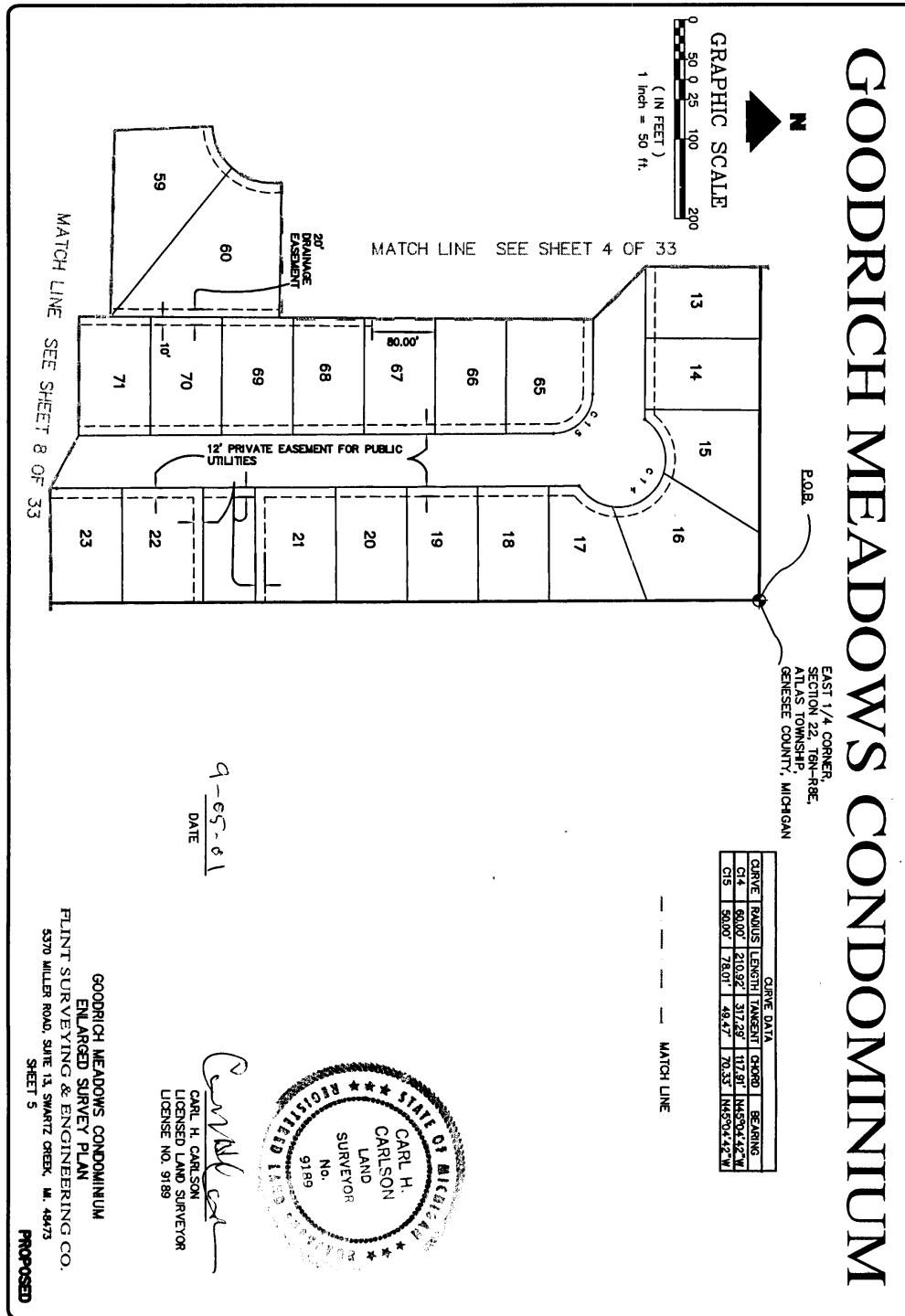




Instr: 200109110090210 09/11/2001
 P: 70 of 99 F: \$205.00
 Melvin Phillip McGraw 20010028039
 Genesee County Register MLLARRY BA

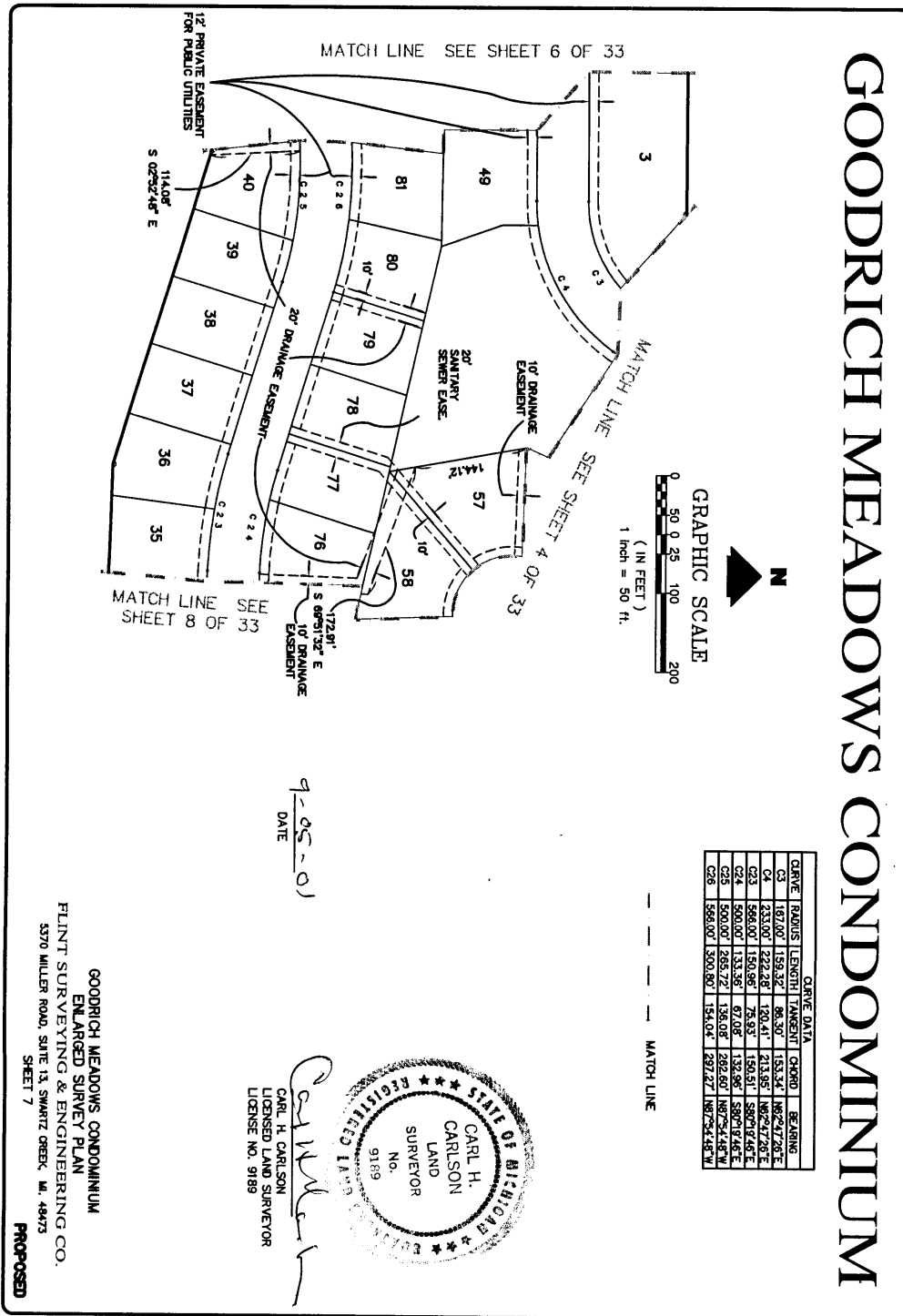


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 Genesee County Register MLLARRY BA



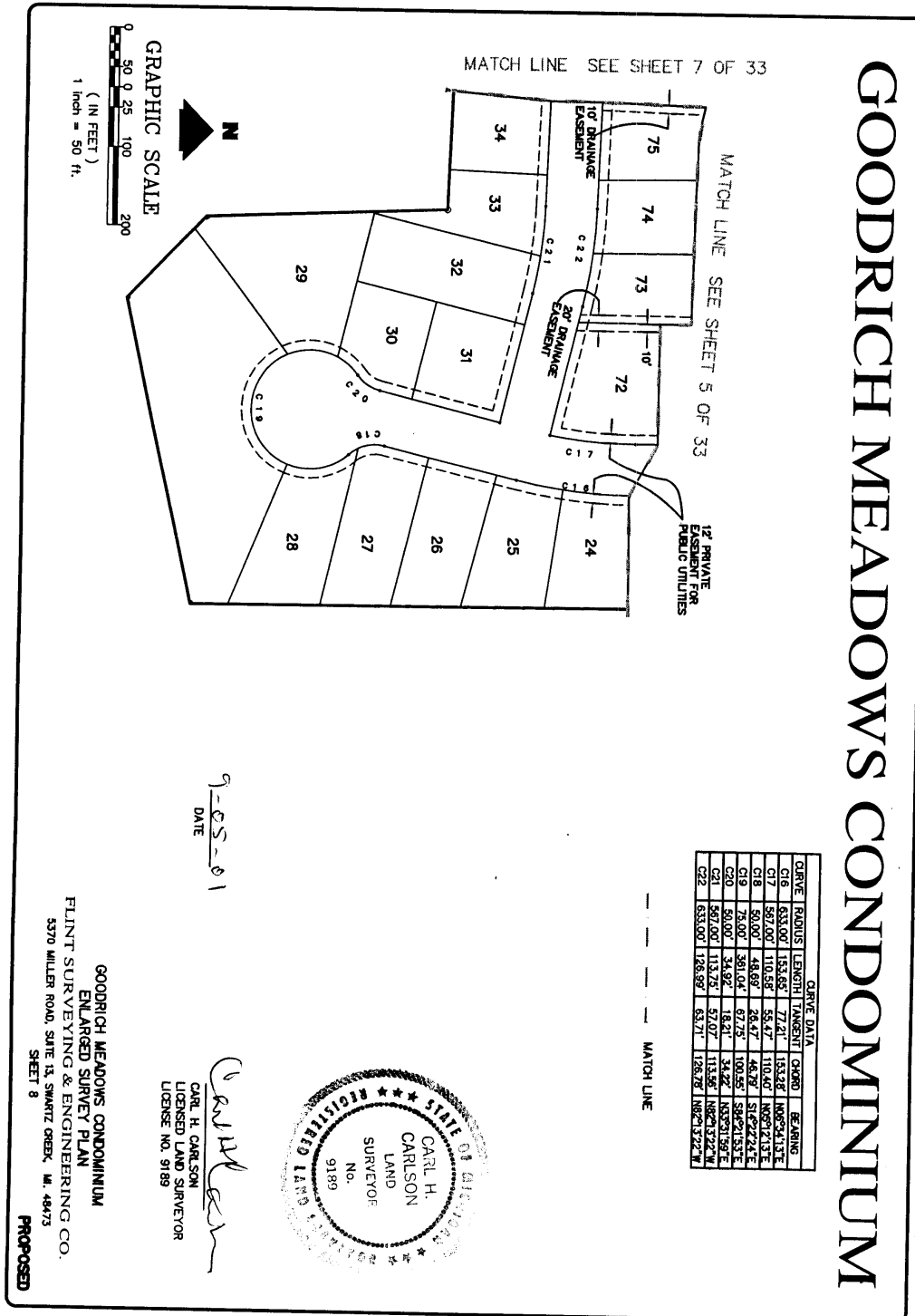


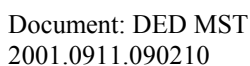
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 Genesee County Register MLLARRY BA



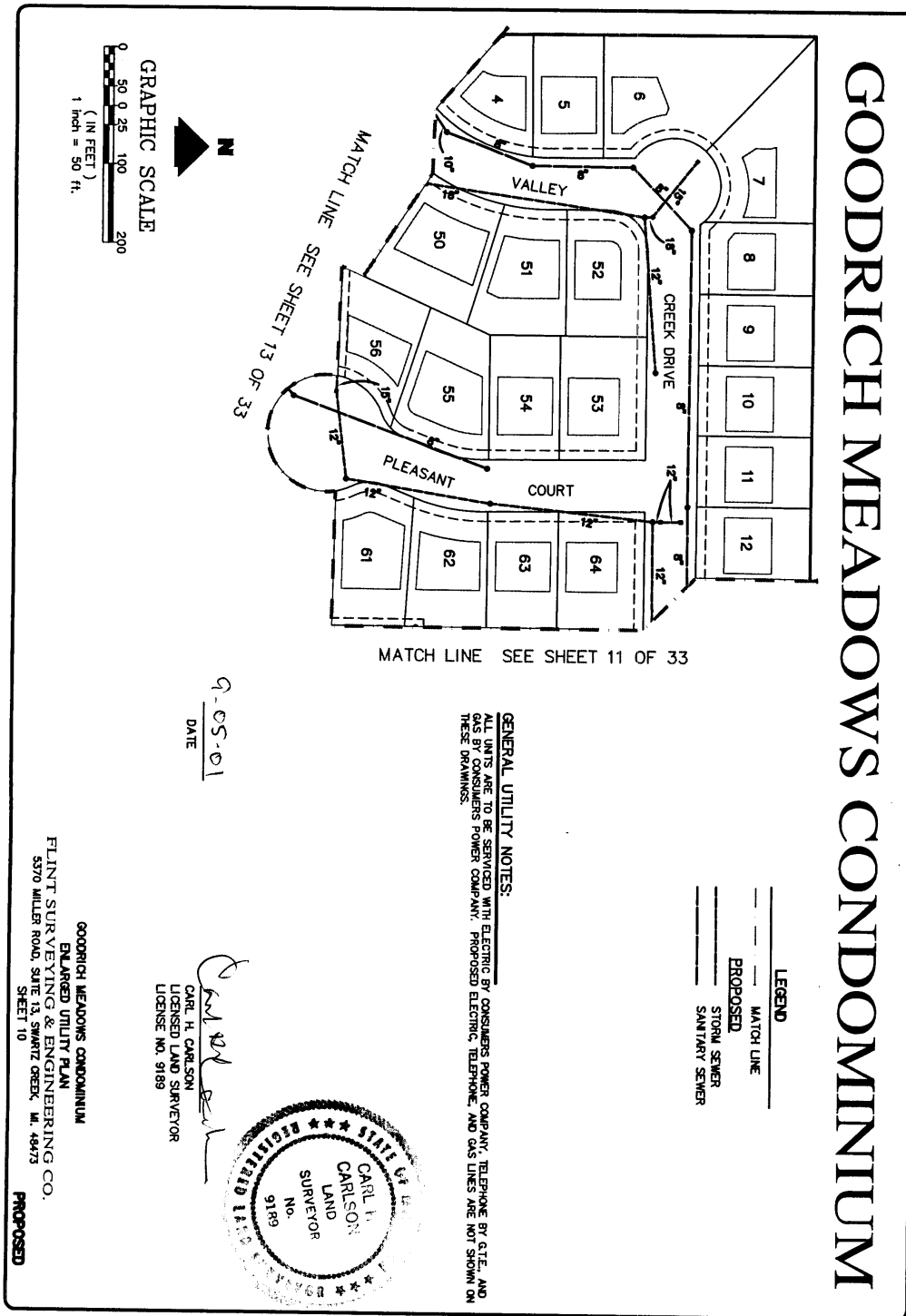


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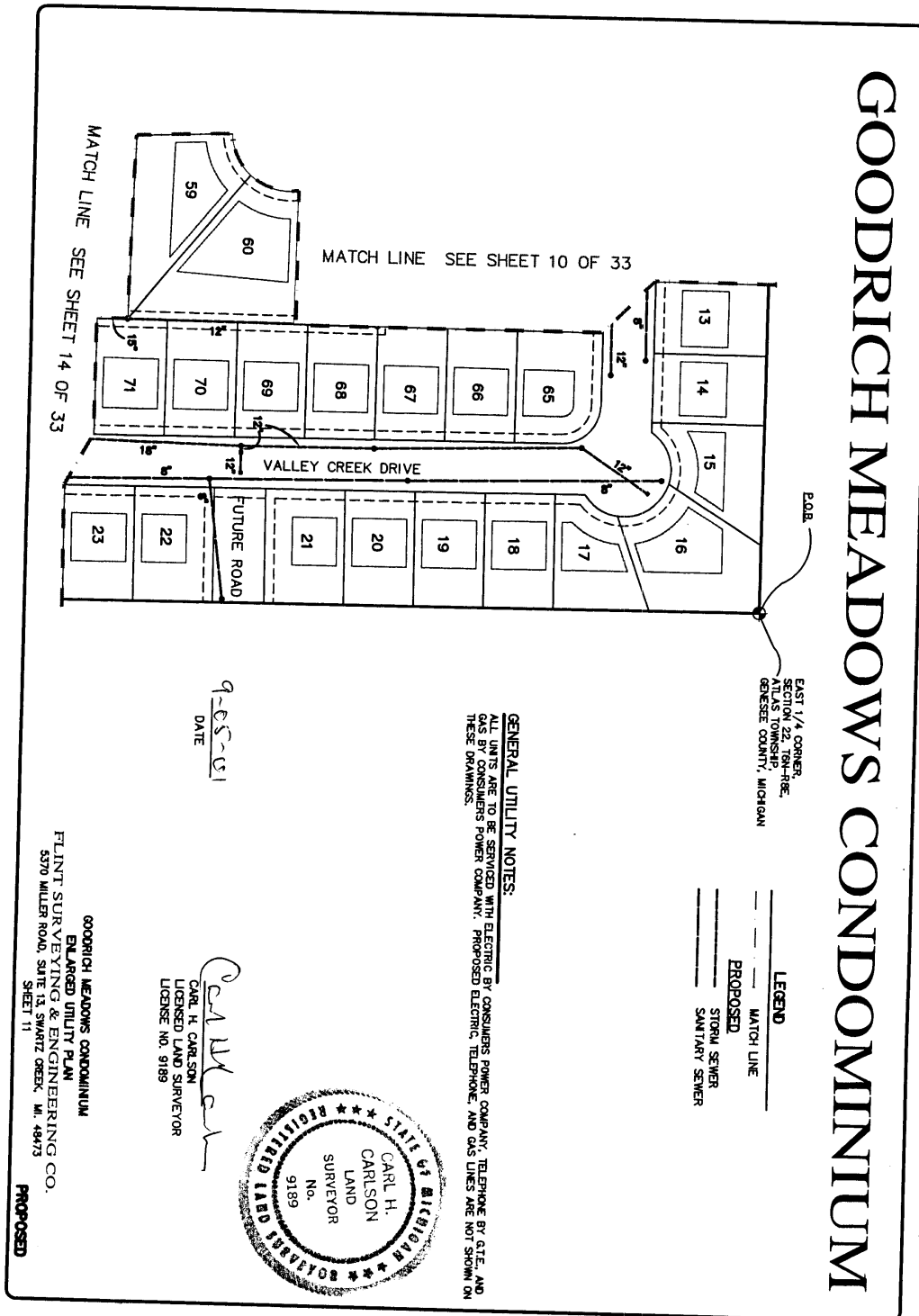




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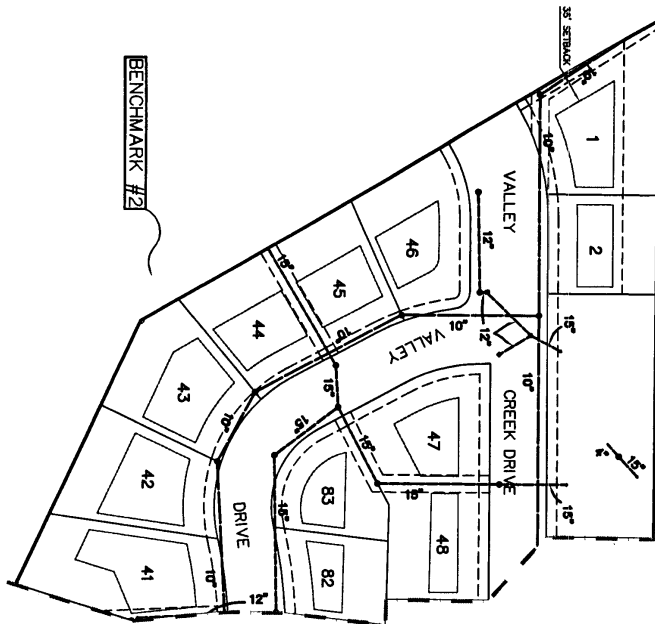


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 Genesee County Register MLLARRY BA

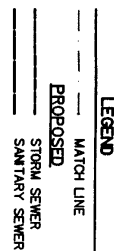


Instr: 200109110090210 09/11/2001
 P. 78 of 99 F. \$205.00 11:08AM
 Melvin Phillip McCre T20010028039
 Genesee County Register MLLARRY BA

GOODRICH MEADOWS CONDOMINIUM



MATCH LINE SEE SHEET 13 OF 33



BENCHMARK #2:

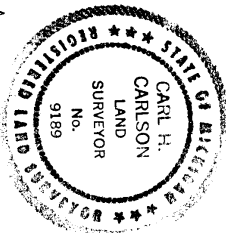
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 *U.S.S. ELEVATION = 885.67

GENERAL UTILITY NOTES:

ALL UNITS ARE TO BE SERVICED WITH ELECTRIC BY CONSUMERS POWER COMPANY, TELEPHONE BY GTE, AND GAS BY CONSUMERS POWER COMPANY. PROPOSED ELECTRIC, TELEPHONE, AND GAS LINES ARE NOT SHOWN ON THESE DRAWINGS.

9-05-01
 DATE

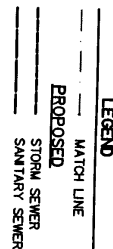
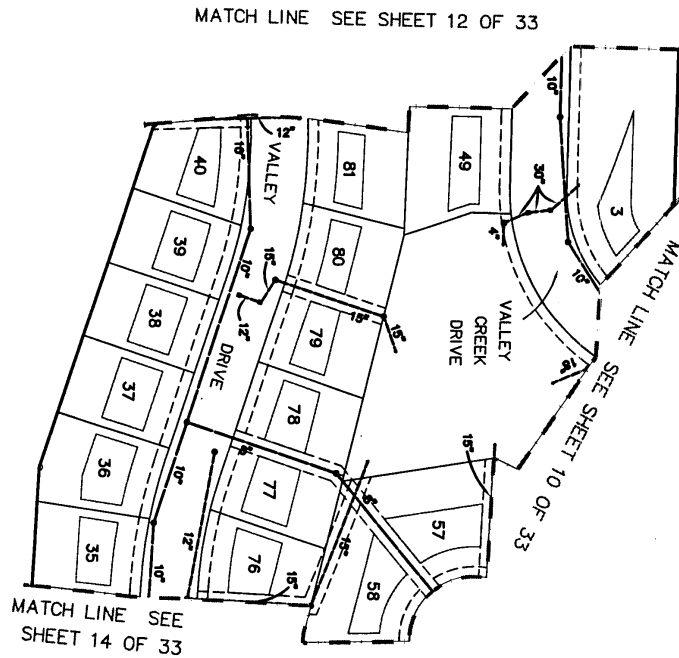
Carl H. Carlson
 CARL H. CARLSON
 LICENSED LAND SURVEYOR
 LICENSE NO. 9189



GOODRICH MEADOWS CONDOMINIUM
 ENLARGED UTILITY PLAN
 FLINT SURVEYING & ENGINEERING CO.
 5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473
 SHEET 12
PROPOSED

Instr: 200109110090210 09/11/2001
 P: 79 of 99 F: \$205.00 11:08AM
 Melvin Phillip McCreedy T20010028039
 Genesee County Register MLLARRY BA

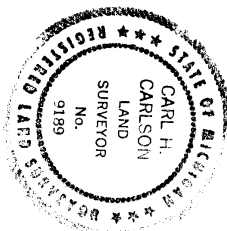
GOODRICH MEADOWS CONDOMINIUM



GENERAL UTILITY NOTES:
 ALL UNITS ARE TO BE SERVED WITH ELECTRIC BY CONSUMERS POWER COMPANY, TELEPHONE BY G.T.E., AND GAS BY CONSUMERS POWER COMPANY. PROPOSED ELECTRIC, TELEPHONE, AND GAS LINES ARE NOT SHOWN ON THESE DRAWINGS.

9-05-01
 DATE

Carl H. Carlson
 CARL H. CARLSON
 LICENSED LAND SURVEYOR
 LICENSE NO. 9189



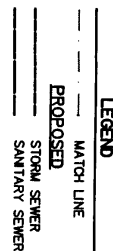
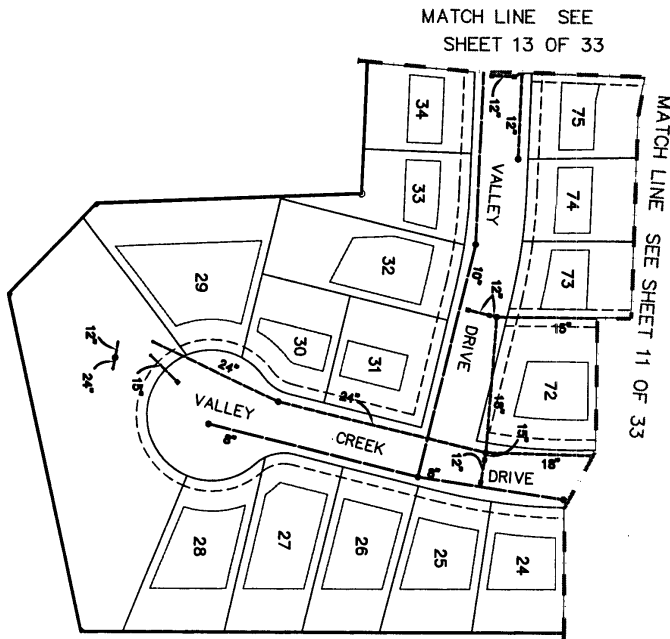
GOODRICH MEADOWS CONDOMINIUM
 ENLARGED UTILITY PLAN
 FLINT SURVEYING & ENGINEERING CO.
 5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI, 48473
 SHEET 13

PROPOSED



Instr: 200109110090210 09/11/2001
 P: 80 of 99 F: \$205.00 11:08AM
 Melvin Phillip McCree T20010028039
 Genesee County Register MLLARRY BA

GOODRICH MEADOWS CONDOMINIUM

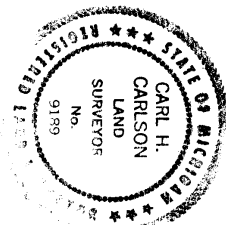


GENERAL UTILITY NOTES:

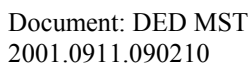
ALL UNITS ARE TO BE SERVED WITH ELECTRIC BY CONSUMERS POWER COMPANY, TELEPHONE BY GTE, AND GAS BY CONSUMERS POWER COMPANY. PROPOSED ELECTRIC, TELEPHONE, AND GAS LINES ARE NOT SHOWN ON THESE DRAWINGS.

9-05-01
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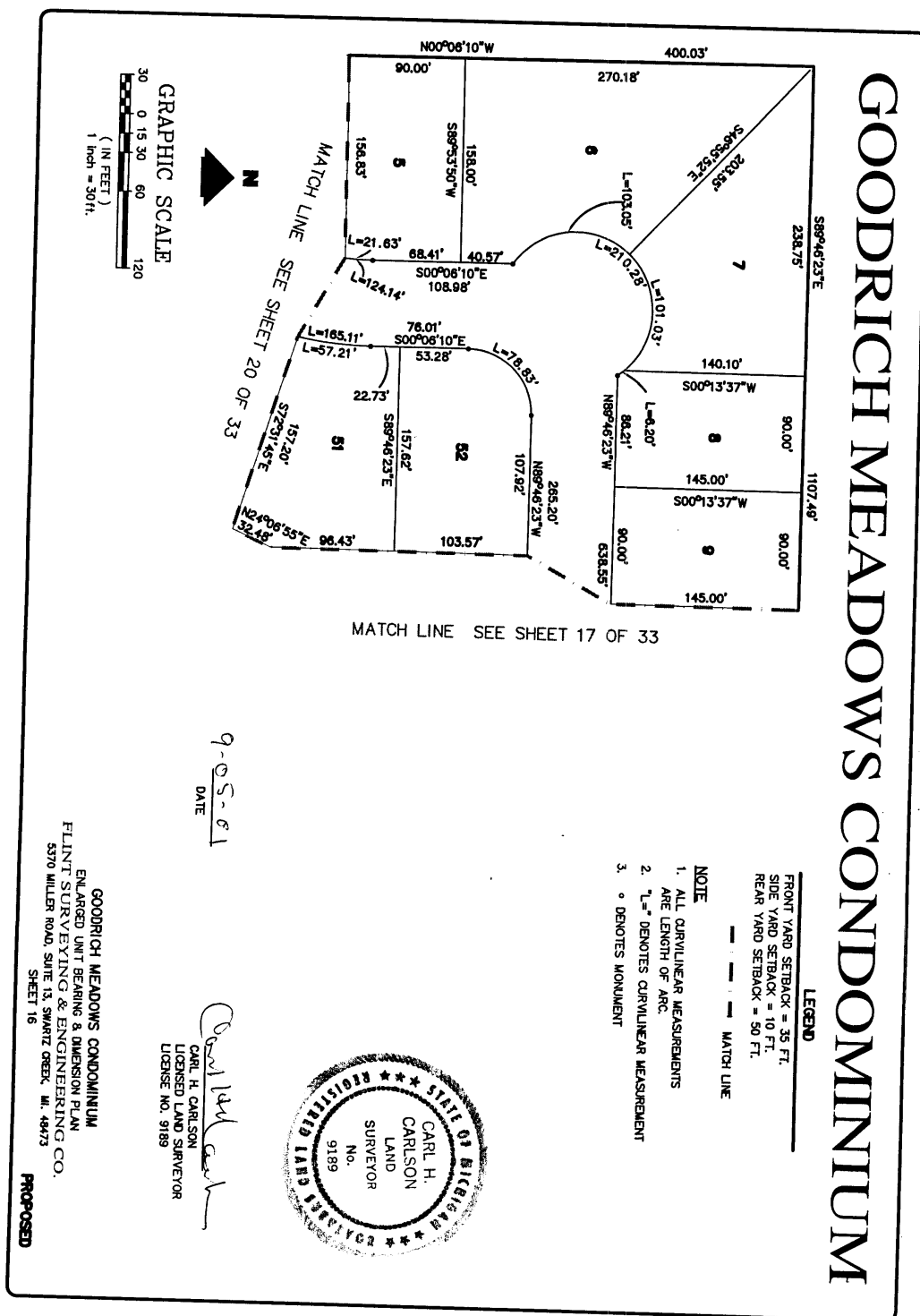
CARL H. CARLSON
 LICENSED LAND SURVEYOR
 LICENSE NO. 9189



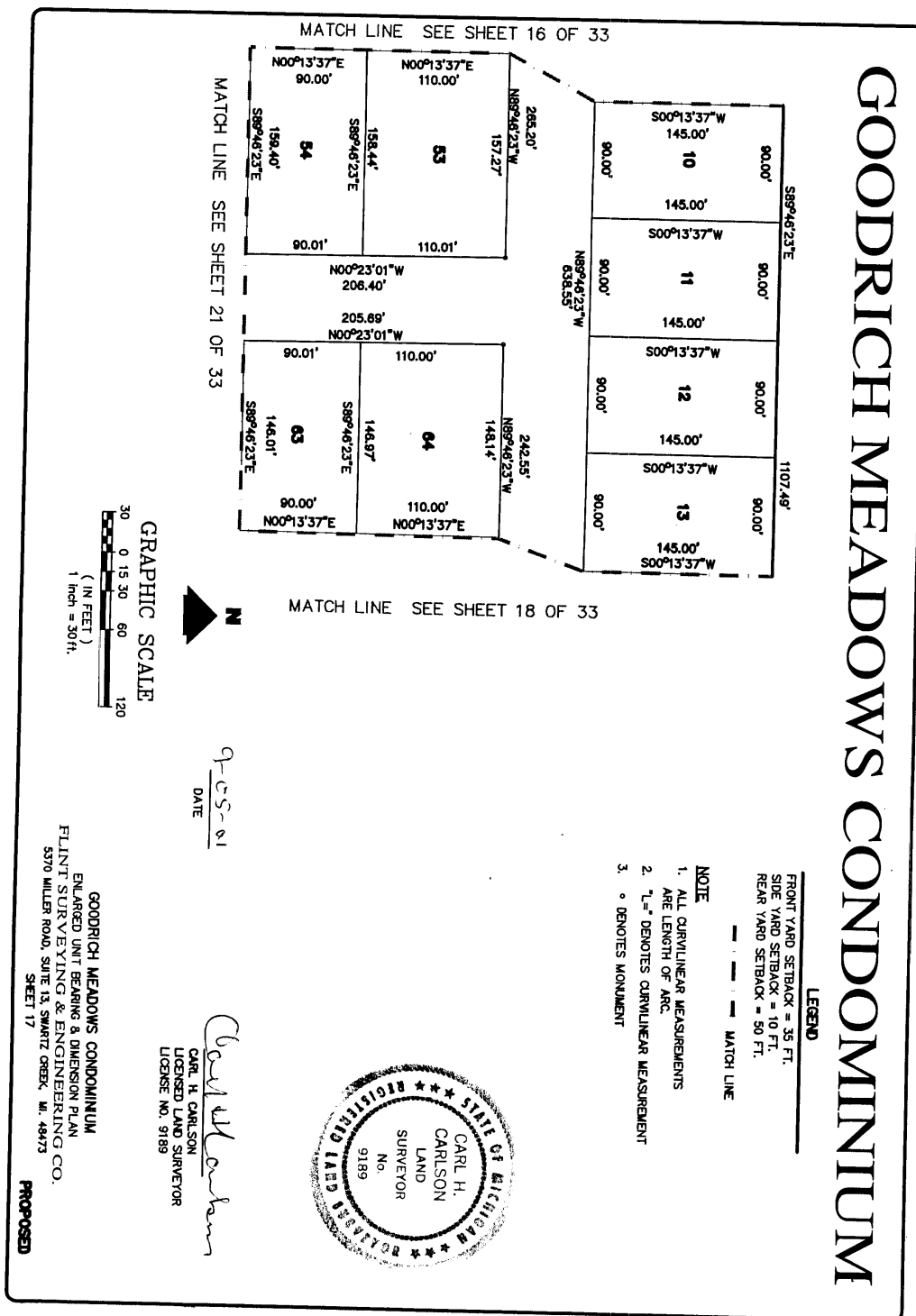
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 ENLARGED UTILITY PLAN
 FLINT SURVEYING & ENGINEERING CO.
 5370 MILLER ROAD, SUITE 12, SWANTZ CREEK, MI 49475
 SHEET 14
PROPOSED



Instr. 200109110090210 09/11/2001
 P. 82 of 99 F. \$205.00 11:08AM
 Melvin Phillip McCree T20010028039
 Genesee County Register MLLARRY BA



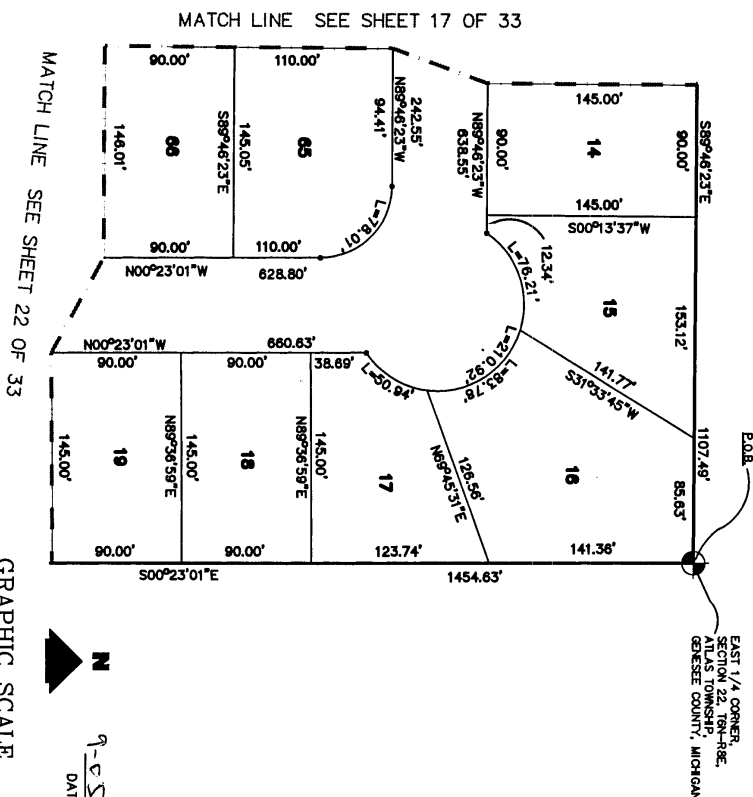
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 P: 83 of 99 F: \$205.00 11:08AM
 Melvin Phillip McCreary T20010028039
 Genesee County Register MLLARRY BA





Instr: 200109110090210 09/11/2001
 P: 84 of 89 F: \$205.00 11:08AM
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 Genesee County Register MLLARRY BA

GOODRICH MEADOWS CONDOMINIUM



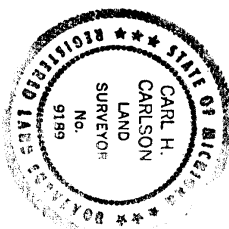
LEGEND

FRONT YARD SETBACK = 35 FT.
 SIDE YARD SETBACK = 10 FT.
 REAR YARD SETBACK = 50 FT.

--- MATCH LINE

NOTE


1. ALL CURVILINEAR MEASUREMENTS ARE LENGTH OF ARC.
2. "L" DENOTES CURVILINEAR MEASUREMENT
3. ° DENOTES MONUMENT

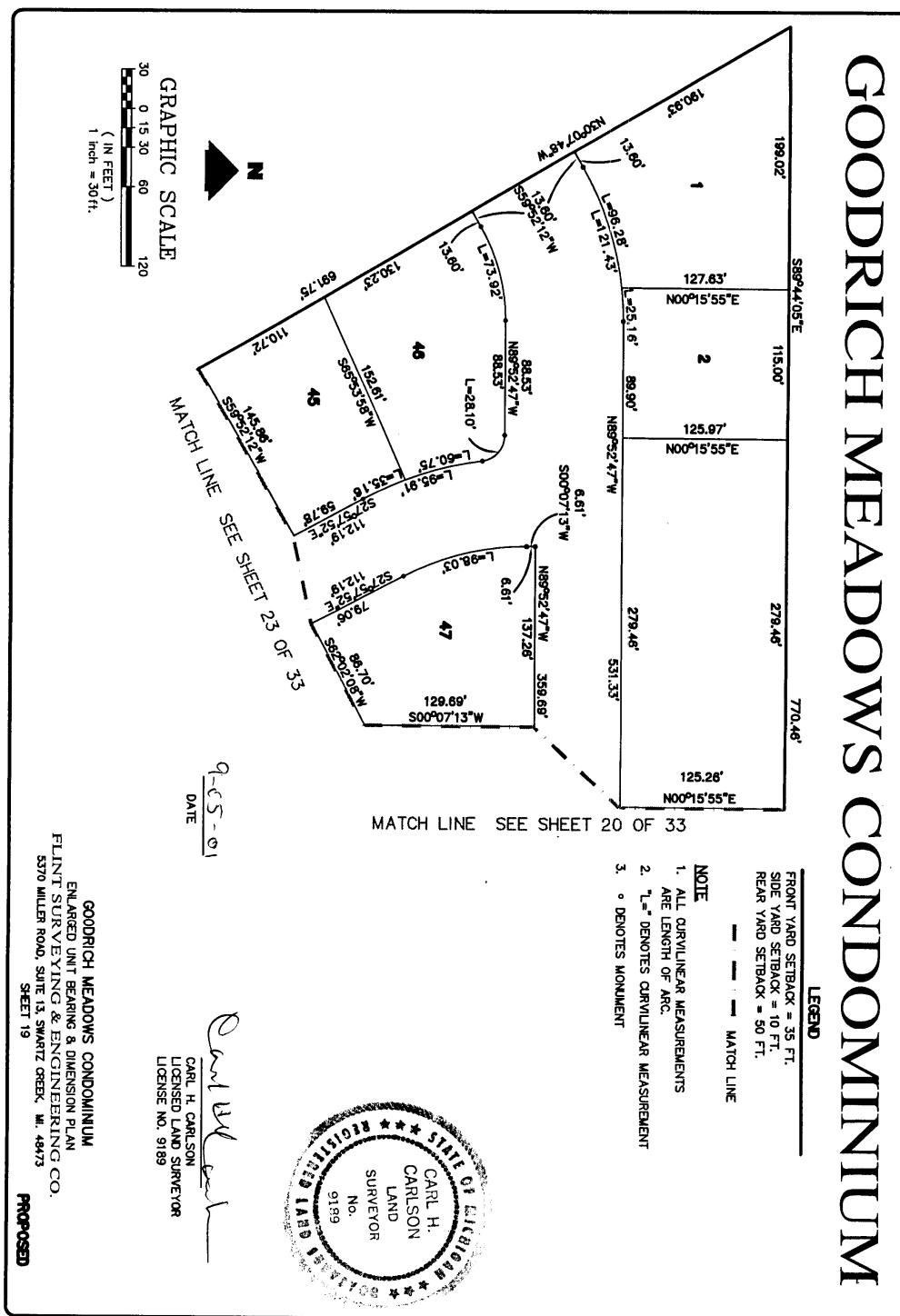


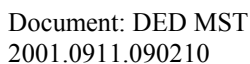
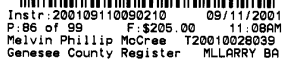
CARL H. CARLSON
 LICENSED LAND SURVEYOR
 LICENSE NO. 9189

GOODRICH MEADOWS CONDOMINIUM
 ENLARGED UNIT BEARING & DIMENSION PLAN
 FLINT SURVEYING & ENGINEERING CO.
 5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI 48473
 SHEET 18

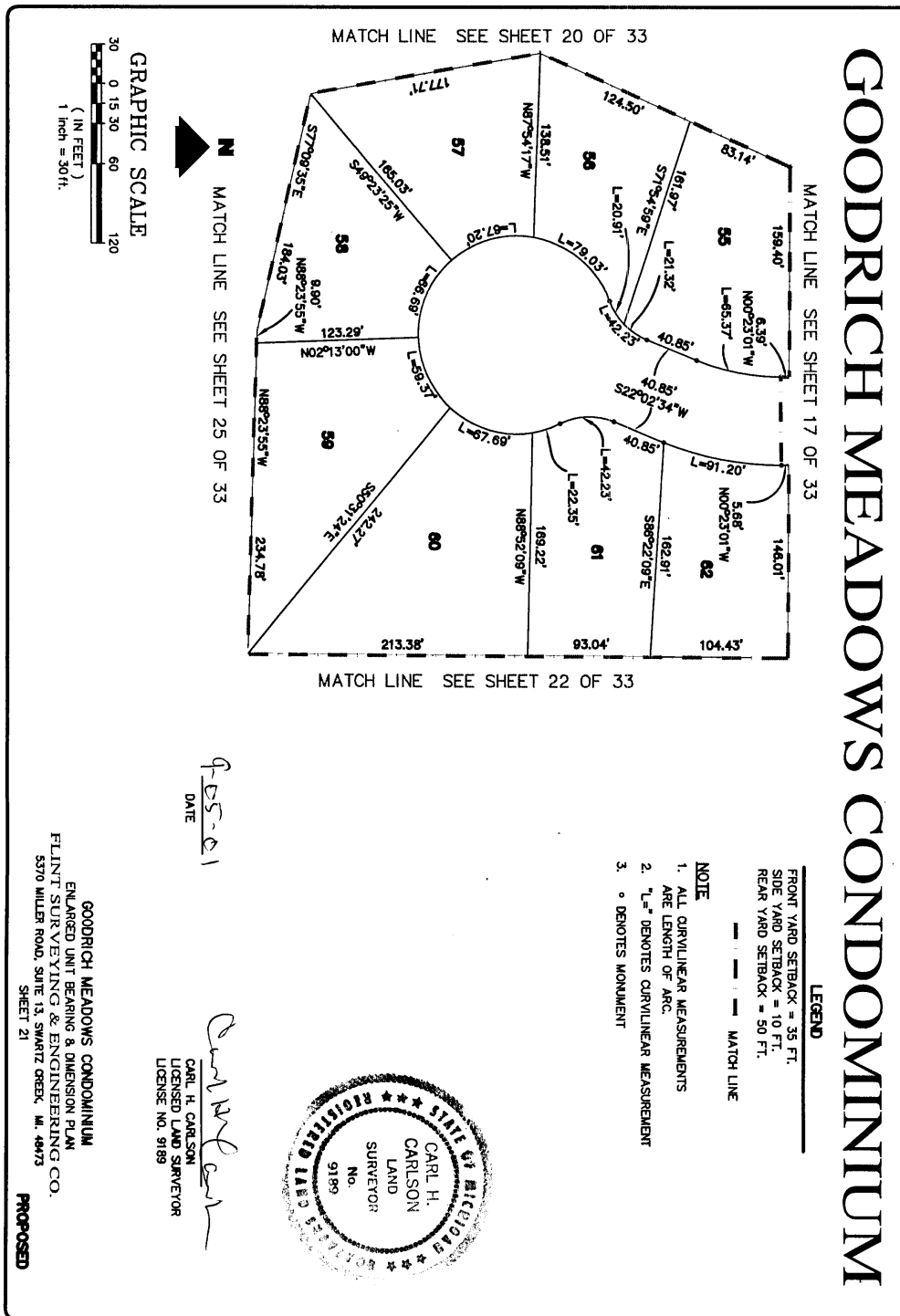
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 P. 85 of 99 F. \$205.00 11.08PM
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 Genesee County Register MLLARRY BA

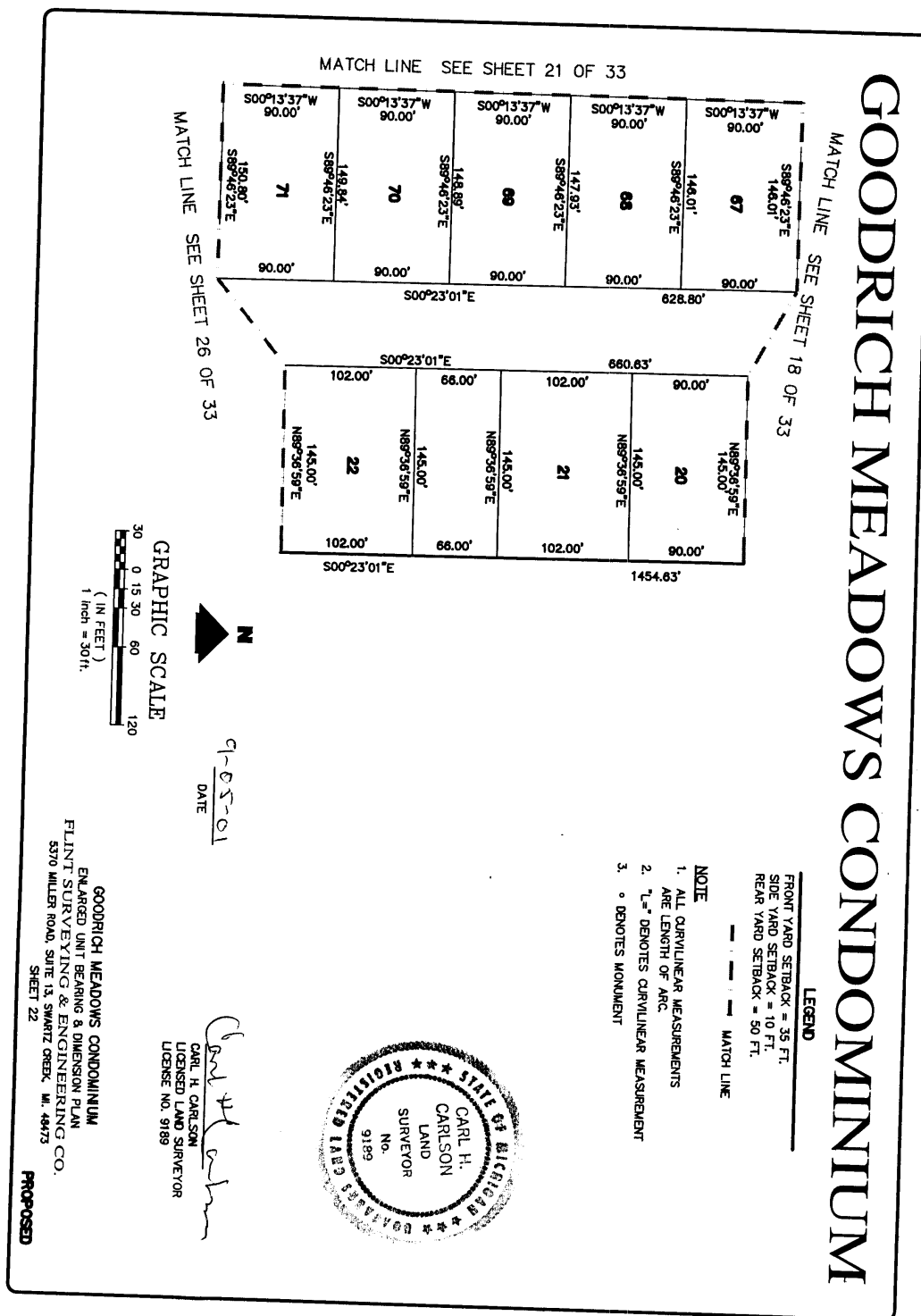


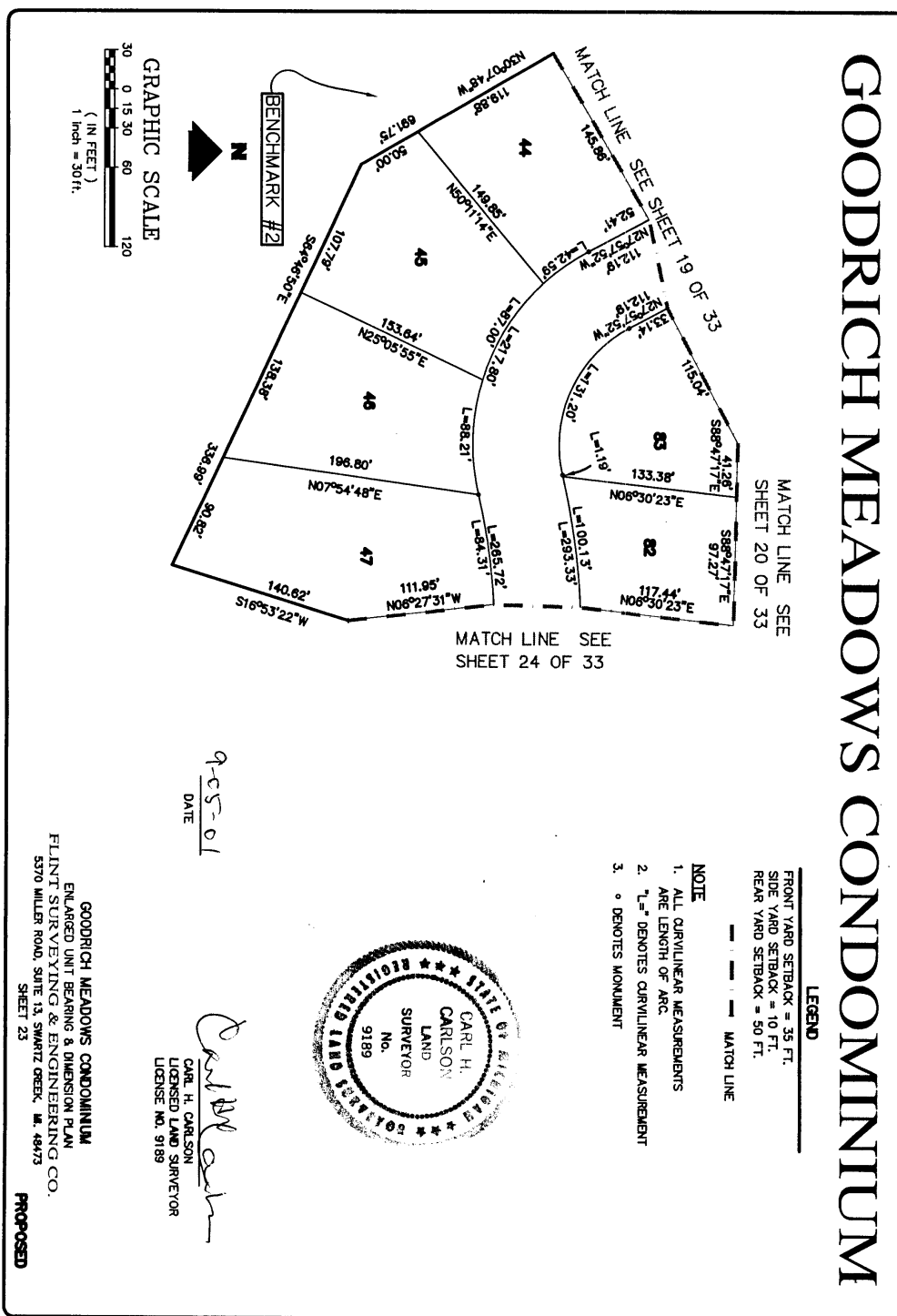


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 Genesee County Register MLLARRY BA

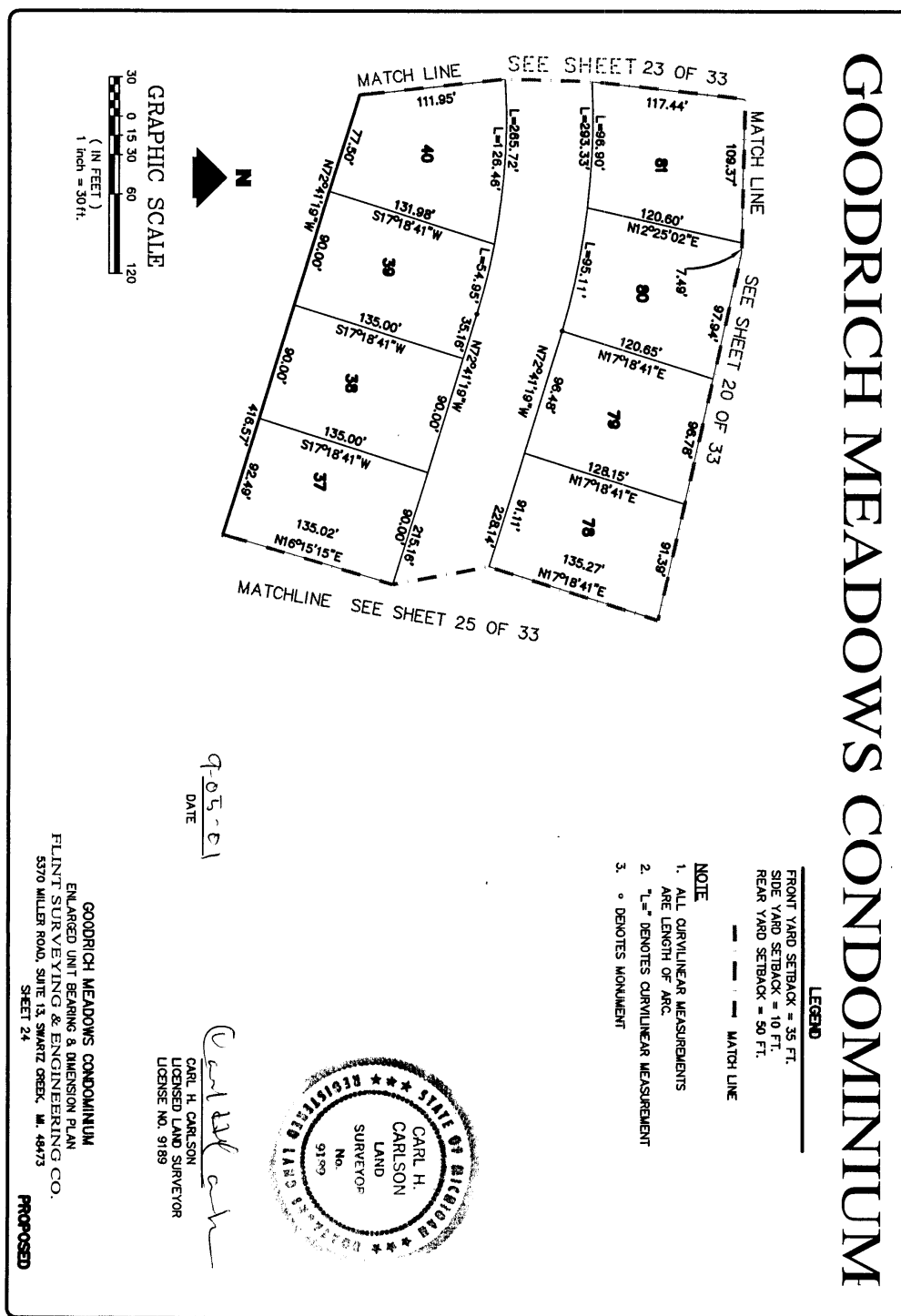



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 Genesee County Register MLLARRY BA

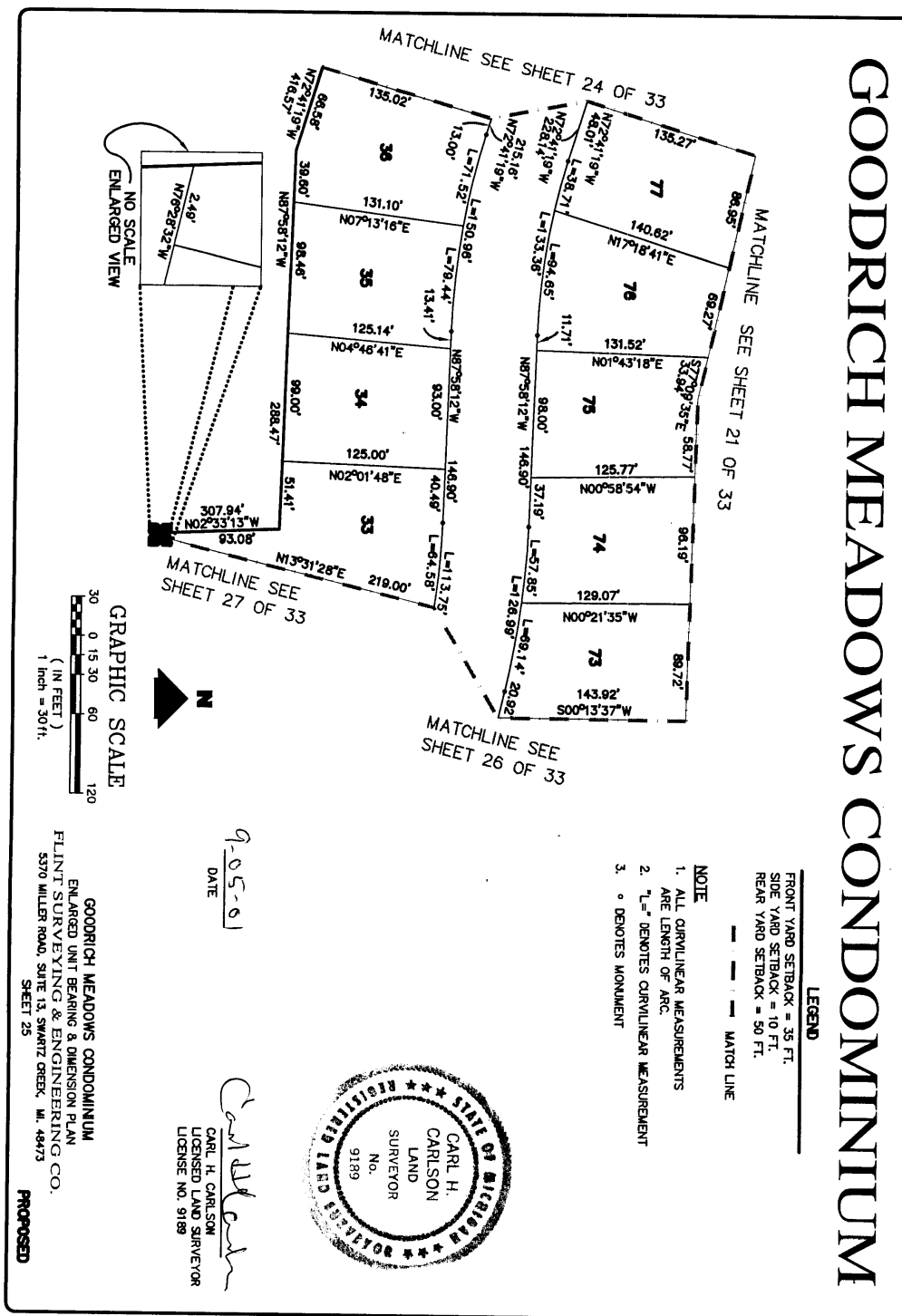




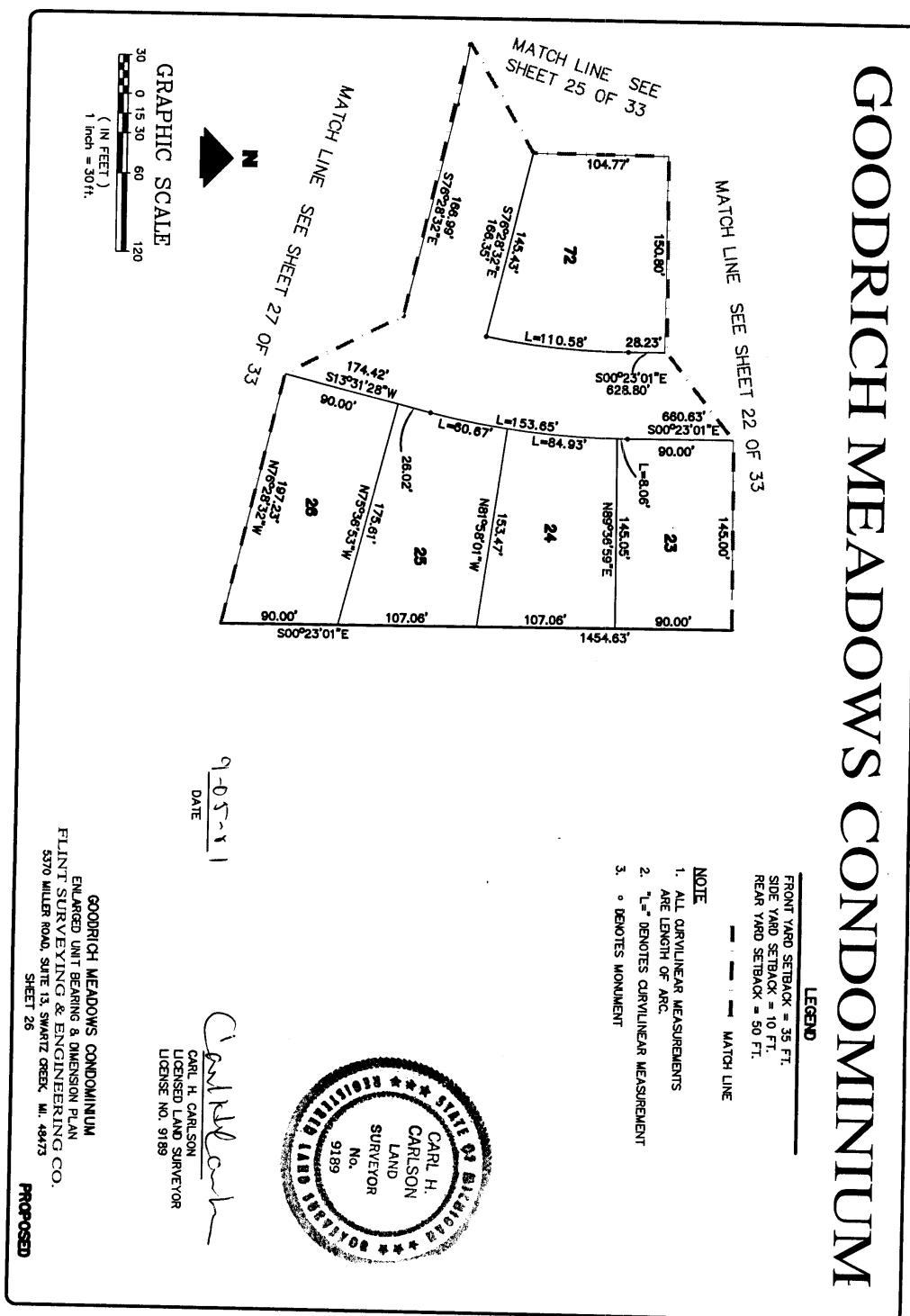
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 p: 90 of 99 F: \$205.00 11:08AM
 Melvin Phillip McCree T20010028039
 Genesee County Register MLLARRY BA



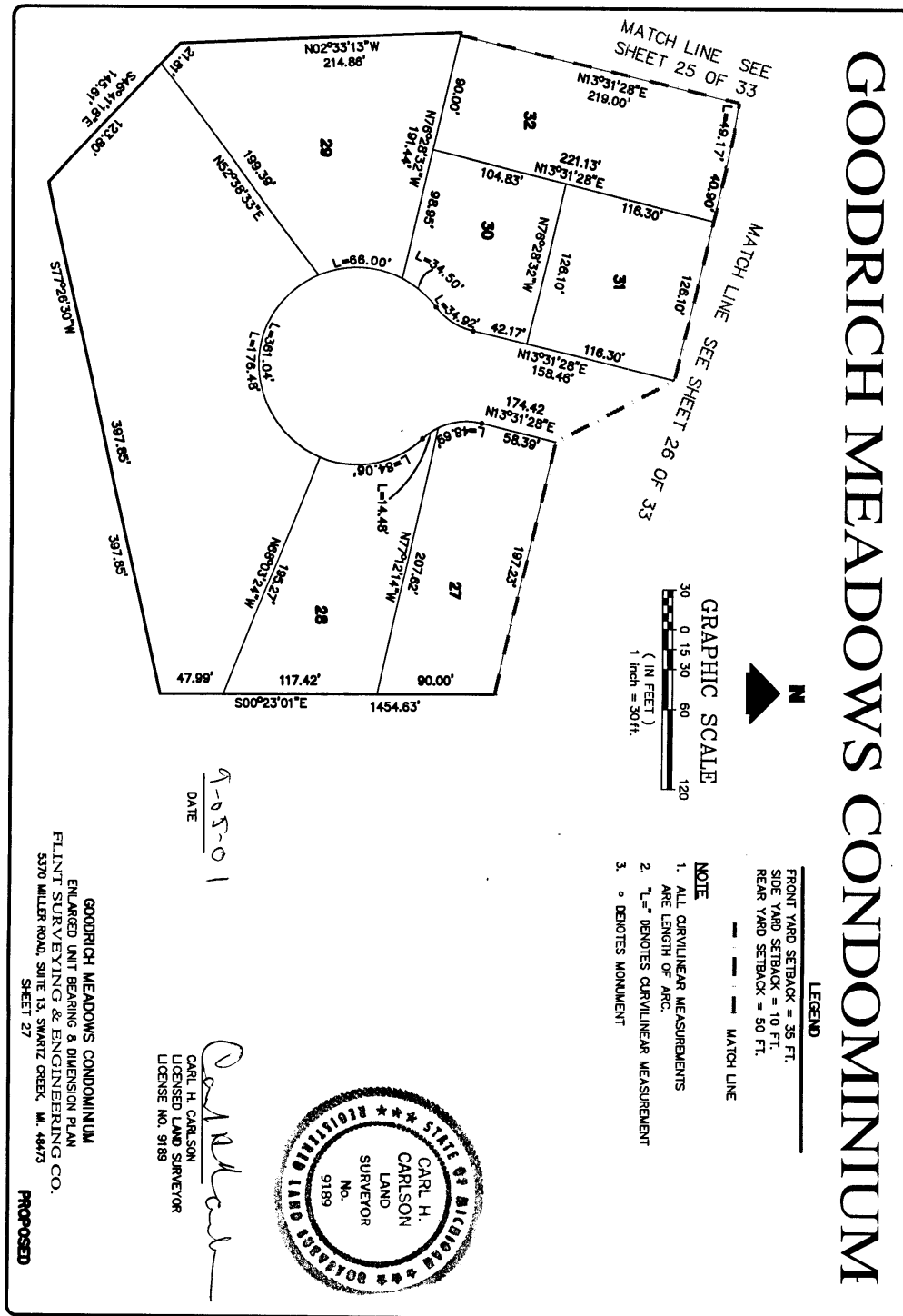
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 Page 91 of 99 F: \$205.00 11:08AM
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 Genesee County Register MLLARRY BA

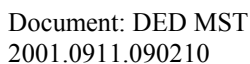
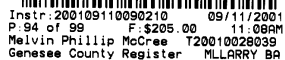


Instr: 200109110090210 09/11/2001
 P: 92 of 99 F: \$205.00 11:08AM
 Melvin Phillip McCreary T20010028039
 Genesee County Register MLLARRY BA

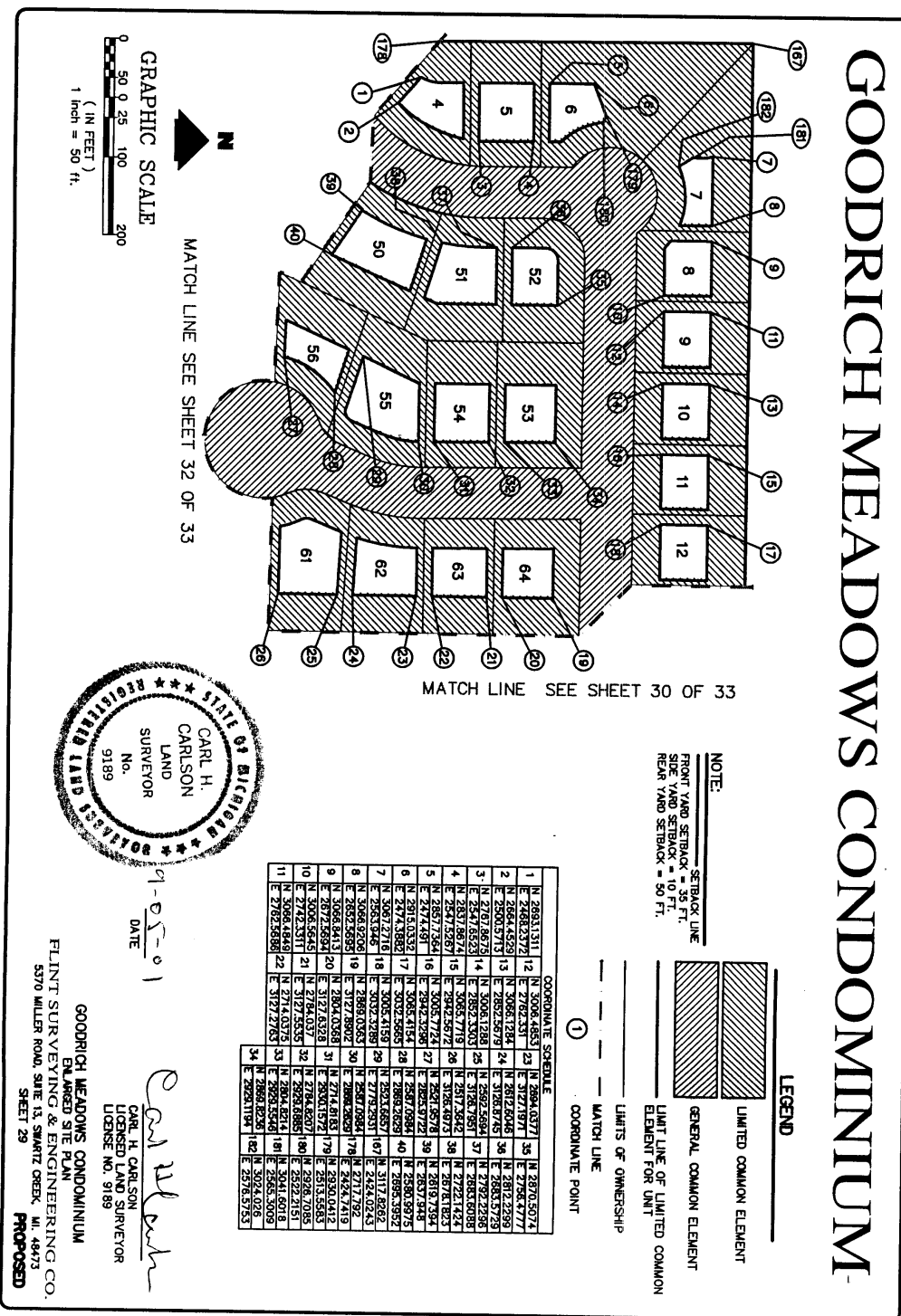


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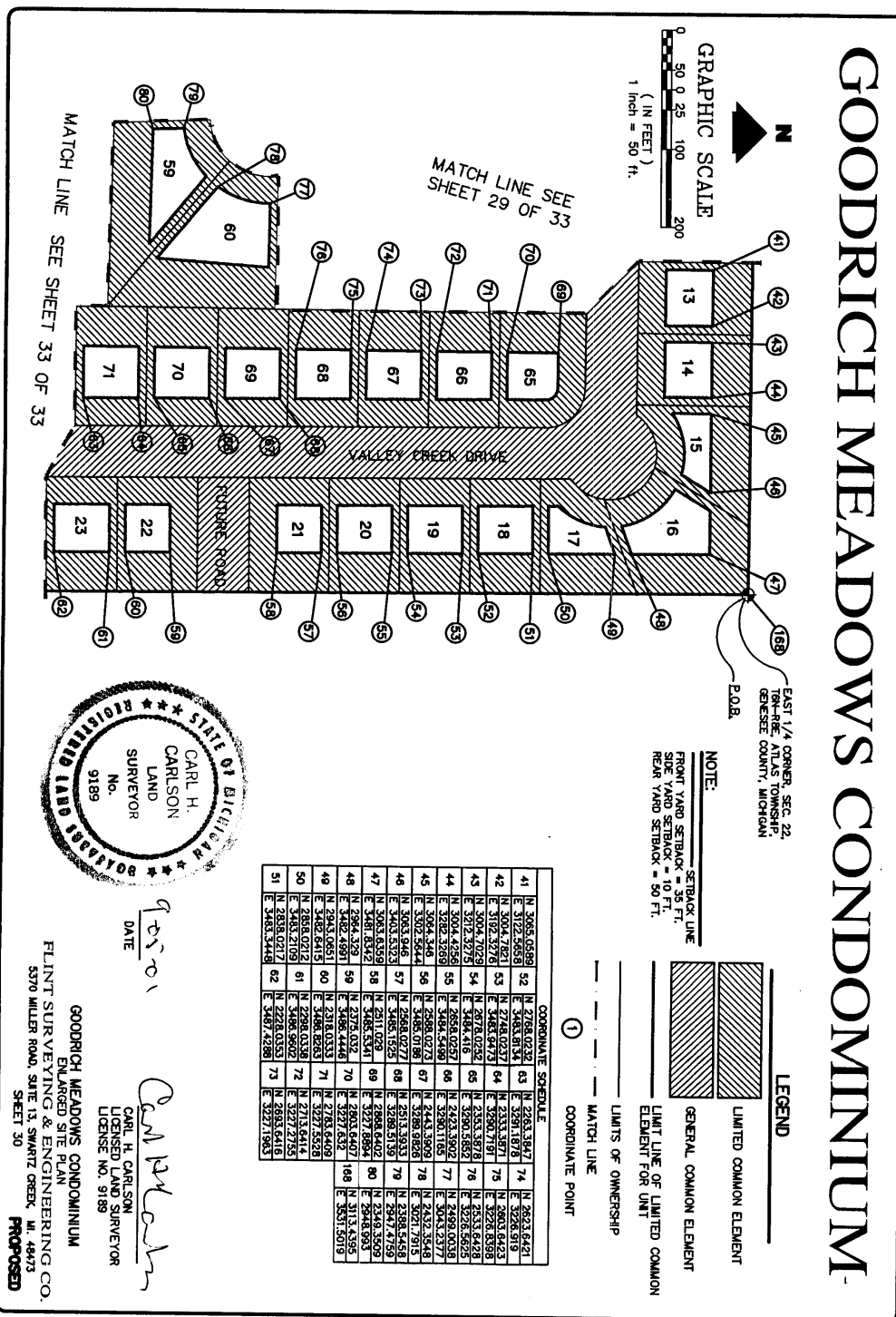




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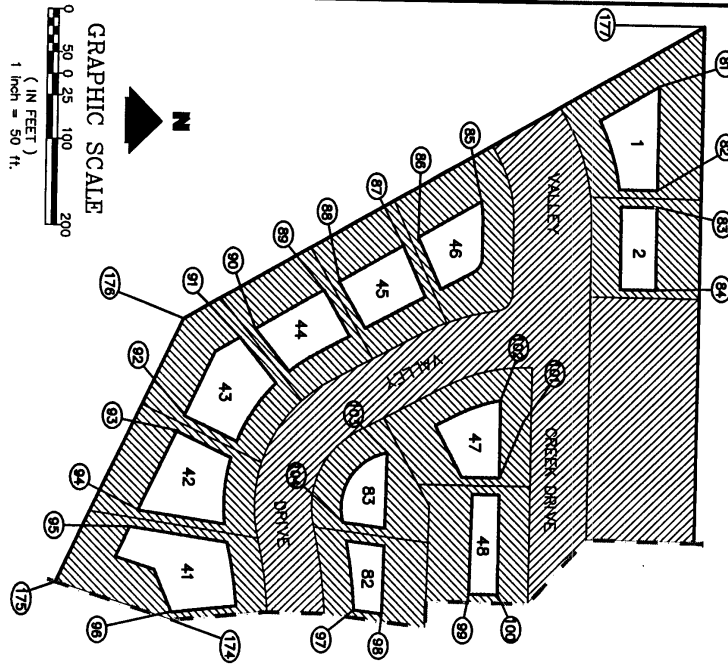
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Genesee County Register MLLARRY BA



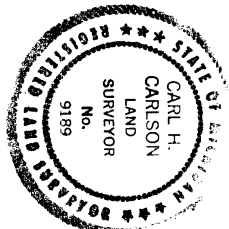


Instr: 200109110090210 09/11/2001
 P: 97 of 99 F: \$205.00 11:08AM
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 Genesee County Register MLLARRY BA

GOODRICH MEADOWS CONDOMINIUM



MATCH LINE SEE SHEET 32 OF 33

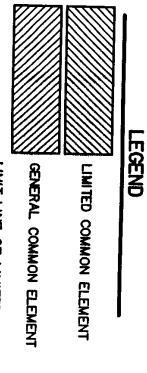


DATE 9-6-5-01

CARL H. CARLSON
 LICENSED LAND SURVEYOR
 LICENSE NO. 9189

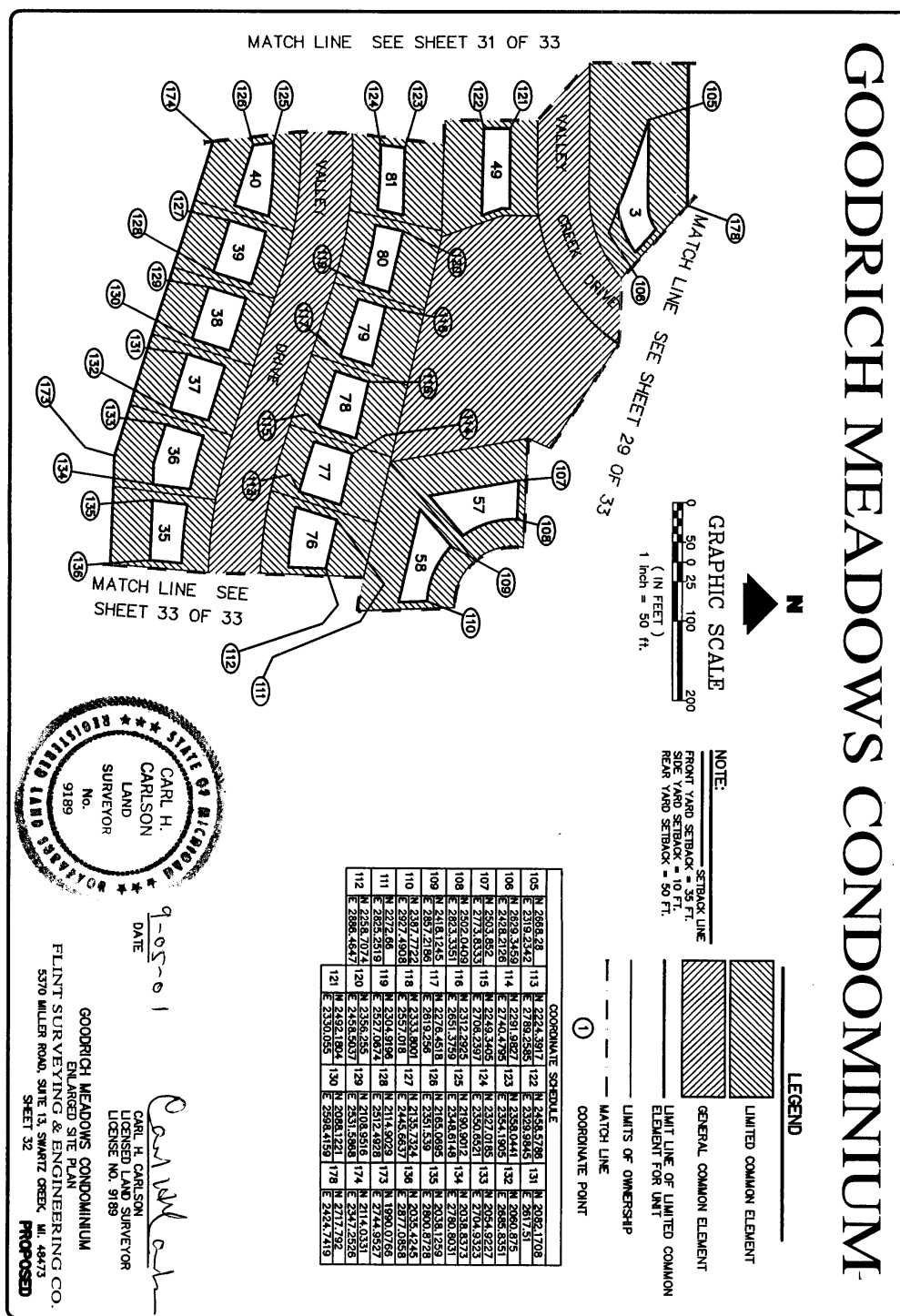
GOODRICH MEADOWS CONDOMINIUM
 ENLARGED SITE PLAN
 FLINT SURVEYING & ENGINEERING CO.
 5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI 48473
 SHEET 31

NOTE:
 SETBACK LINE
 FRONT YARD SETBACK = 15 FT.
 SIDE YARD SETBACK = 10 FT.
 REAR YARD SETBACK = 50 FT.

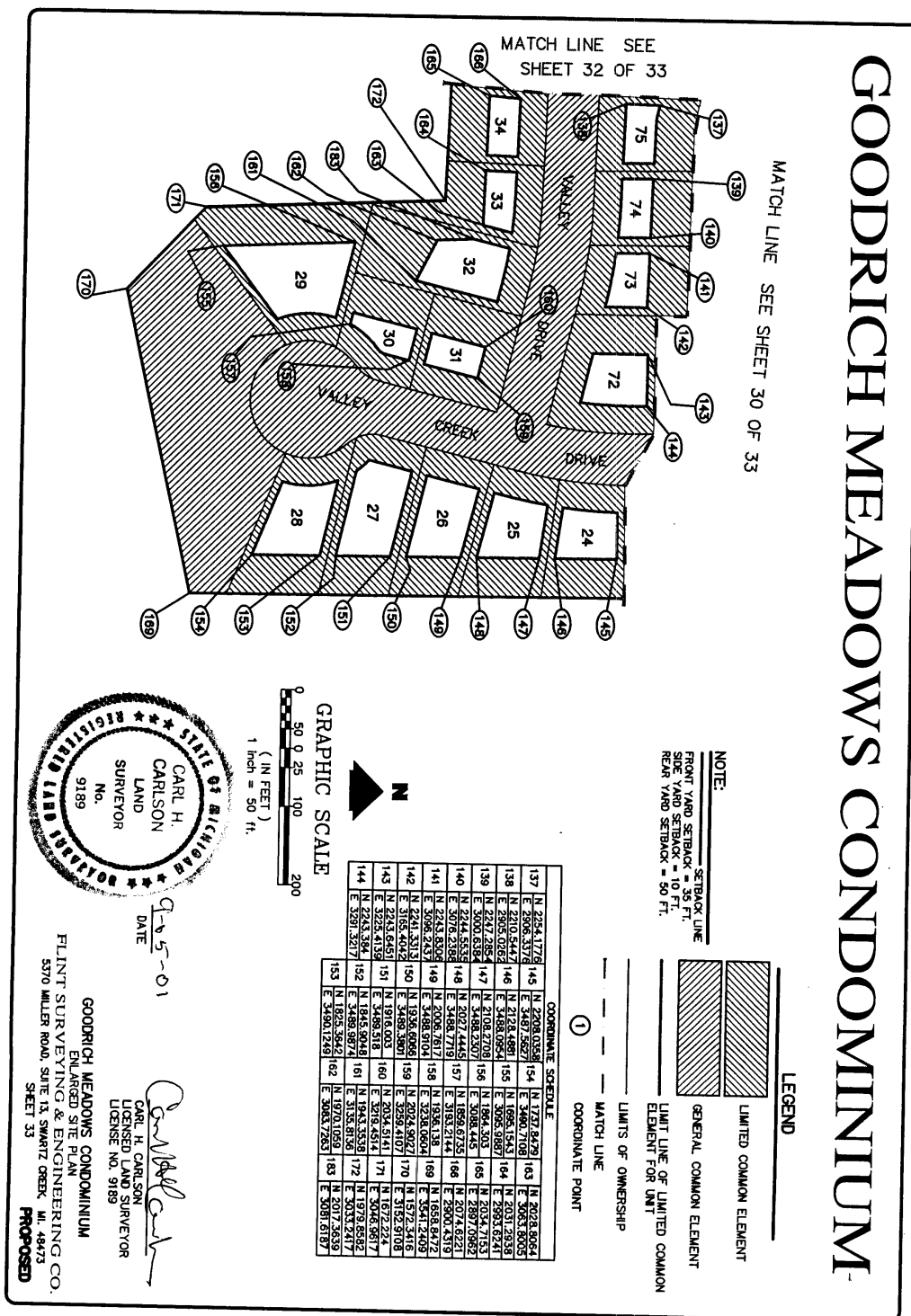


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83 N 1831.0786 E 1564.0783	85 N 2071.5316 E 2492.5026
84 N 2670.3592 E 2228.4415	86 N 2178.5167 E 2178.5167
85 N 1831.0784 E 1564.0783	87 N 2048.6324 E 2048.6324
86 N 2689.9521 E 2207.5535	88 N 2114.5613 E 2114.5613
87 N 1831.0774 E 1564.0783	89 N 2337.0337 E 2337.0337
88 N 2689.9521 E 2207.5535	90 N 2114.5613 E 2114.5613
89 N 1831.0774 E 1564.0783	91 N 2337.0337 E 2337.0337
90 N 2689.9521 E 2207.5535	92 N 2114.5613 E 2114.5613
91 N 1831.0774 E 1564.0783	93 N 2337.0337 E 2337.0337
92 N 2689.9521 E 2207.5535	94 N 2114.5613 E 2114.5613
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Instr: 200109110090210 09/11/2001
 P. 98 of 99 F. \$205.00
 09/11/2001
 Melvin Phillip McCreary T20010028039
 Genesee County Register MLLARRY BA



Instr: 200109110090210 09/11/2001
 P: 99 of 99 \$205.00
 Melvin Phillip McGee T20010028039
 Genesee County Register MLLARRY BA





Second Amendment to Master Deed of Goodrich Meadows Condominium

Goodrich Meadows was established as a condominium project by the recording of a Master Deed in Instrument No. 200109110090210, Genesee County Records. The Master Deed was amended by a First Amendment to Master Deed ("Amendment #1 to Master Deed – Goodrich Meadows Site Condominium") recorded in Instrument No. 2003062700009364, Genesee County Records.

This Second Amendment to Master Deed of Goodrich Meadows Condominium was adopted by the requisite majority of co-owners in accordance with the Michigan Condominium Act and Article IX of the Master Deed.

This Second Amendment does not add land or units to the condominium project.

This Second Amendment was executed by the President of Goodrich Meadows Site Condominium Association, the nonprofit corporation organized to administer the affairs of the condominium project, and by Goodrich Meadows, LLC, the Developer.

Upon the recording of this Second Amendment, Article VI Section 11 of the Condominium Bylaws (Exhibit A to the Master Deed) is replaced in its entirety as follows:

...

Article VI Section 11. **Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, snowmobiles, snowmobile trailers, other types of recreational vehicles, or any similar vehicles other than automobiles used primarily for general personal transportation purposes may be parked or stored upon the condominium premises except in garages with the door closed; provided, however, that recreational vehicles may be temporarily parked in driveways for purposes of loading and unloading for a period of not more than 48 hours in any consecutive 7 day period. Automobiles for general personal transportation shall be parked in garages to the extent possible. Vehicles may be parked within the Unit or the Yard Areas upon prior written approval by the Association, which approval shall not be

unreasonably withheld. The Association may require reasonable screening of such supplementary parking areas within any Unit or Yard Area. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. The Association may make reasonable rules and regulations in implementation of this Section. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole.

...

Dated: 8/9/22

Goodrich Meadows Site Condominium Association

Brandy S Steiner

By: Brandy S Steiner
Its President

State of Michigan
County of Genesee

This Second Amendment to Master Deed of Goodrich Meadows Condominium was

acknowledged before me on October 10th, 2022, by Brandy S. Steiner, the President Goodrich Meadows Site Condominium Association.

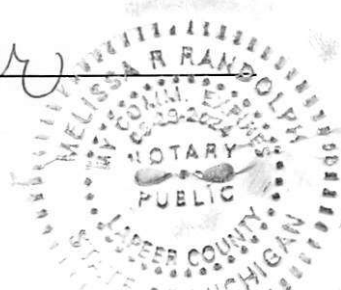
Melissa R Randolph

Notary Public (signature)

Printed name: Melissa R. Randolph

Notary public, State of Michigan, County of Lapeer

MELISSA R RANDOLPH
Notary Public, State of Michigan
County of Lapeer
My Commission Expires 06-09-2024
Acting in the County of Genesee



My commission expires

6/9/2024

Acting in the County of

Genesee

Drafted by

name - Steve Sowell - Sowell - Law PLLC

address - 2 Crocker Blvd. Suite 301

Mount Clemens, MI 48043

(586) 465-9529

Return to:

- Cummings prop. management

6190 Taylor Dr. B

Flint, MI 48507

\$30

Dated: _____

Goodrich Meadows, LLC

By: _____

Its Member

State of Michigan

County of Genesee

This Second Amendment to Master Deed of Goodrich Meadows Condominium was

acknowledged before me on _____, 2022, by _____

_____, the Member of Goodrich Meadows, LLC.

Notary Public (signature)

Printed name: _____

Notary public, State of Michigan, County of _____

My commission expires _____

Acting in the County of _____

Drafted by:

Steve Sowell

2 Crocker Blvd. Suite 301

Mount Clemens, MI 48043