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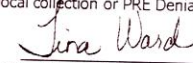
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**Clinton County Treasurer's Certificate**

I HEREBY CERTIFY there are no TAX LIENS or TITLES held by the State or individuals on the lands described within and that all TAXES on same are paid for the FIVE years preceding the date of this instrument as shown by the records in this office except taxes in process of local collection or PRE Denial.

December 11, 2019

Date

  
Tina Ward, Clinton County Treasurer

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050-006-300-020-50      thru  
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050-177-000-042-00 thru 050-177-000-061-00

**CONSOLIDATING MASTER DEED**

**CROWNER FARMS CONDOMINIUM**

**Clinton County Condominium Subdivision Plan No. 77**

RECEIVED  
REGISTER OF DEEDS  
CLINTON COUNTY, MI

(Act 59, Public Acts of 1978, as amended) 2019 DEC 11 P 1:15

**THIS CONSOLIDATING MASTER DEED** is made and executed on the 10 of December, 2019, by Motz Development, Inc., a Michigan corporation, hereafter referred to as Developer, whose office is situated at 11920 Murano Drive, Dewitt, MI 48820, represented herein by its officer or officers who are fully empowered and qualified to act on behalf of said company, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the Act.

**WITNESSETH:**

**WHEREAS**, pursuant to the Act, Crowner Farms Condominium (the "Condominium") was established as a condominium project pursuant to a Master Deed recorded with the Clinton County Register of Deeds on April 23, 2014 as Document No. 5213888, Pages 1-53, which Master Deed was subsequently amended pursuant to a First Amendment to Master Deed recorded with the Clinton County Register of Deeds on July 26, 2018 as Document No. 5269393 (the Master Deed as subsequently amended is referred to hereafter as the "Prior Master Deed"); and

**WHEREAS**, the Developer desires by recording this Consolidating Master Deed to supersede the Prior Master Deed in its entirety, describe the Condominium as finally completed, reflect all Units and Common Elements therein and express percentages of value pertinent to each Unit as finally adjusted.

**NOW, THEREFORE**, the Developer does declare that Units in Crowner Farms Condominium shall 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 Consolidating 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, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

## **ARTICLE I**

### **TITLE AND NATURE**

The Condominium Project shall be known as Crowner Farms Condominium. The Condominium Project consists of ninety-four (94) detached building sites each of which is intended for separate ownership and use and shall be known as a Condominium Unit. Each Condominium Unit consists of only the land included within the perimeter of the site as delineated on the Condominium Subdivision Plan (Exhibit B to this Consolidating Master Deed). Each purchaser will hold title to his/her Unit and to any residential building ("residence") and other improvements constructed upon the Unit. The Developer is under no obligation to construct any residence or other improvements upon the Unit. However, all residences and improvements to be constructed upon the Unit and the Common Elements shall comply with the Developer's Architectural/Building Specifications/Use Restrictions set forth in detail in Article V of the Bylaws (Exhibit A to this Consolidating Master Deed). Each Co-owner in the Condominium Project shall have an exclusive right to his/her Unit and shall have an undivided and inseparable percentage interest in the Common Elements of the Condominium Project as designated in this Consolidating Master Deed.

The Condominium is part of the Crowner Farms neighborhood, which in addition to the Condominium Project, includes a subdivision known as the Crowner Farms Subdivision – Phase I (hereafter "Crowner Farms Subdivision"), established pursuant to a plat recorded with the Clinton County Register of Deeds on August 15, 2006 at Liber 10 of Plats, Pages 95-97, inclusive, and subject to a Declaration of Restrictions recorded with the Clinton County Register of Deeds on August 15, 2006, Document No. 5104597, Pages 1-22, as amended by a First Amendment to Declaration of Restrictions recorded with the Clinton County Register of Deeds on May 31, 2012, Document No. 5185160, Pages 1-4 and a Second Amendment to Declaration of Restrictions recorded with the Clinton County Register of Deeds on December 12, 2014, Document No. 5222434, Pages 1-5 (collectively the "Declaration of Restrictions"). As more fully set forth in Article IV, Section 4 hereof, property owners in the Crowner Farms Neighborhood share certain amenities as well as the upkeep and maintenance responsibilities for those amenities.

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## ARTICLE II

### LEGAL DESCRIPTION

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

**Parcel 1:** A parcel of land in the Southwest ¼ of Section 6, T5N, R2W, DeWitt Township, Clinton County, Michigan, the boundary of said parcel described as: Commencing at the South ¼ corner of said Section 6; thence N00°33'25"E along the North-South ¼ line of said Section 6 a distance of 517.70 feet to the Easterly corner of Crowner Farms No. 1 as recorded in Liber 10 of Plats, Page 95, Clinton County Records and the point of beginning of this description; thence along the Easterly line of said Crowner Farms No. 1 the following nine courses: N57°14'38"W 260.37 feet, S16°26'59"W 53.84 feet, N68°56'55"W 160.48 feet, N66°48'28"W 66.05 feet, N70°03'06"W 279.76 feet, Northeasterly 101.50 feet on a curve to the right, said curve having a radius of 967.00 feet, a delta angle of 6°00'51", and a chord length of 101.46 feet bearing N26°09'04"E, Northeasterly 718.37 feet on a curve to the left, said curve having a radius of 1133.00 feet, a delta angle of 36°19'40", and a chord length of 706.39 feet bearing N10°59'39"E, N82°57'25"E 386.58 feet and N52°35'05"E 196.95 feet to said North-South ¼ line; thence S00°33'25"W along said North-South ¼ line 1219.96 feet to the point of beginning; said parcel containing 13.02 acres, more or less; said parcel subject to all easements and restrictions if any.

**Parcel 2:** A parcel of land in the Southwest ¼ of Section 6, T5N, R2W, DeWitt Township, Clinton County, Michigan, the boundary of said parcel described as: Commencing at the South ¼ corner of said Section 6; thence N00°33'25"E along the North-South ¼ line of said Section 6 a distance of 2022.93 feet to the Northeast corner of Crowner Farms No. 1 as recorded in Liber 10 of Plats, Page 95, Clinton County Records and the point of beginning of this description; thence along the Northerly line of said Crowner Farms No. 1 the following four courses: N69°45'03"W 252.60 feet, S53°48'20"W 108.46 feet, S65°21'08"W 264.17 feet and Southwesterly 156.54 feet on a curve to the left, said curve having a radius of 542.00 feet, a delta angle of 16°32'55", and a chord length of 156.00 feet bearing S04°48'23"W; thence Southwesterly 466.06 feet on a curve to the right, said curve having a radius of 2682.00 feet, a delta angle of 9°57'24", and a chord length of 465.48 feet bearing S83°34'52"W; thence N00°22'53"E 923.64 feet to the East-West ¼ line of said Section 6; thence S89°33'18"E along said East-West ¼ line 1040.17 to the Center of said Section 6; thence

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S00°33'25"W along said North-South ¼ line 621.29 feet to the point of beginning; said parcel containing 17.69 acres, more or less; said parcel subject to all easements and restrictions if any.

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**Parcel 3:** A parcel of land in the Southwest ¼ of Section 6, T5N, R2W, DeWitt Township, Clinton County, Michigan, the boundary of said parcel described as: Commencing at the South ¼ corner of said Section 6; thence N00°33'25"E along the North-South ¼ line of said Section 6 a distance of 335.81 feet; thence N89°26'35"W 900.39 feet to the West line of Murano Drive as recorded in the plat of Crouner Farms No. 1 as recorded in Liber 10 of Plats, Page 95, Clinton County Records and the point of beginning of this description; thence N64°39'23"W 146.39 feet; thence N00°22'53"E 224.85 feet; thence S76°35'55"E 202.60 feet to said West line of Murano Drive; thence Southwesterly 100.33 feet along said West line on a curve to the left, said curve having a radius of 1033.00 feet, a delta angle of 5°33'53", and a chord length of 100.29 feet bearing S07°12'18"W; thence Southwesterly 153.02 feet continuing along said West line on a curve to the right, said curve having a radius of 267.00 feet, a delta angle of 32°50'11", and a chord length of 150.93 feet bearing S20°50'27"W to the point of beginning; said parcel containing 0.98 acre, more or less; said parcel subject to all easements and restrictions if any.

**Parcel 4:** A parcel of land in the Southwest ¼ of Section 6, T5N, R2W, DeWitt Township, Clinton County, Michigan, the boundary of said parcel described as: Commencing at the South ¼ corner of said Section 6; thence N00°33'25"E along the North-South ¼ line of said Section 6 a distance of 335.81 feet; thence N89°26'35"W 900.39 feet to the West line of Murano Drive as recorded in the plat of Crouner Farms No. 1 as recorded in Liber 10 of Plats, Page 95, Clinton County Records; thence N64°39'23"W 146.39 feet; thence N00°22'53"E 292.59 feet to the point of beginning of this description; thence N00°22'53"E 962.75 feet; thence Northeasterly 254.50 feet on a curve to the left, said curve having a radius of 2748.00 feet, a delta angle of 5°18'23", and a chord length of 254.41 feet bearing N85°57'01"E to the West line of Crouner Farms No. 1 as recorded in Liber 10 of Plats, Page 95, Clinton County Records; thence along said West line the following three courses: S06°42'11"E 170.00 feet, S00°33'25"W 241.10 feet and S20°40'05"W 624.60 feet; thence N76°35'55"W 58.83 feet to the point of beginning; said parcel containing 4.69 acres, more or less; said parcel subject to all easements and restrictions if any.

**Parcel 5:** A parcel of land in the Southwest fractional 1/4 of Section 6, T5N, R2W, DeWitt Township, Clinton County, Michigan, the boundary of said parcel described as: Commencing at the South 1/4



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corner of said Section 6; thence N89°25'33"W along the South line of said Section 6 a distance of 983.24 feet to the Southwest corner of Crowner Farms No. 1 as recorded in Liber 10 of Plats, Page 95, Clinton County Records and the point of beginning of this description; thence N89°25'33"W continuing along said South line 482.69 feet to the West line of the East fractional 1/2 of said Southwest 1/4; thence N00°26'03"E along said West line 1073.30 feet; thence S89°33'57"E 150.00 feet; thence N67°16'21"E 71.79 feet; thence S89°33'57"E 216.84 feet; thence S00°22'53"W 413.13 feet; thence S76°35'55"E 58.83 feet to the Southwest corner of Lot 19 of said Crowner Farms No. 1; thence S13°36'01"W 66.00 feet; thence N76°35'55"W 43.34 feet; thence S00°22'53"W 224.85 feet; thence S64°39'23"E 146.39 feet to the West line of Murano Drive; thence along said West line the following three courses: Southwesterly 23.53 feet on a curve to the right, said curve having a radius of 267.00 feet, a delta angle of 5°03'01" and a chord length of 23.53 feet bearing S39°47'03"W, Southwesterly 194.85 feet on a curve to the left, said curve having a radius of 267.50 feet, a delta angle of 41°44'07" and a chord length of 190.57 feet bearing S21°26'30"W and S00°34'27"W 139.24 feet to the point of beginning; said parcel containing 11.51 acres, more or less, including 0.36 acre, more or less presently in use as public right of way; said parcel subject to all easements and restrictions if any.

The Condominium Project as finally completed consists of 94 Units, numbered Unit Nos. 39-131.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Consolidating 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, if any, of Crowner Farms Condominium Association, a Michigan non-profit corporation, Disclosure Statement, Sale and Purchase Agreements and Escrow Agreement, as well as deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Crowner Farms Condominium as a condominium project. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

**Section 2. Association.** "Association" shall mean Crowner Farms Condominium Association, 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. Any action required of the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan. Any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

**Section 3. Bylaws.** “Bylaws” shall mean Exhibit A hereto, being the Condominium Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Sections 3(8), 53 and 54 of the Act to be recorded as part of the Consolidating Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided under the Michigan Non-Profit Corporation Act, Act 162 of the Public Acts of 1982, as amended.

**Section 4. Common Elements.** “Common Elements” where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

**Section 5. Condominium Documents.** “Condominium Documents,” wherever used, shall mean and include this Consolidating Master Deed and Exhibits A and B hereto, and the Disclosure Statement, Sale and Purchase Agreement, Escrow Agreement, Articles of Incorporation, and Rules and Regulations, if any, of the Association.

**Section 6. Condominium Project.** “Condominium” or “Project” shall mean Crowner Farms Condominium, a Condominium Project established in conformity with the provisions of the Act.

**Section 7. Condominium Subdivision Plan.** “Condominium Subdivision Plan” shall mean Exhibit B hereto.

**Section 8. Consolidating Master Deed.** “Consolidating Master Deed” means this final amended Master Deed, which describes the Condominium as a completed Condominium Project and reflects all Units and Common Elements therein and which expresses percentages of value appurtenant to each Unit as finally readjusted. This Consolidating Master Deed shall supersede the Prior Master Deed.

**Section 9. Construction and Sales Period.** “Construction and Sales Period” means the period commencing with the recording of the Prior Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

**Section 10. Co-owner.** “Co-owner” shall mean a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns one or more Units in the Condominium Project. The term “Owner,” wherever used, shall be synonymous with the term “Co-owner.” “Co-owner” includes land contract vendees and land contract vendors who are considered jointly and severally liable under the Act and the Condominium Documents, except as it is expressly provided elsewhere in the Condominium Documents.

**Section 11. Developer.** “Developer” shall mean Motz Development, Inc., a Michigan corporation, which has made and executed this Consolidating Master Deed, and its successors

and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever such term is used in the Condominium Documents.

**Section 12. First Annual Meeting.** "First Annual Meeting" means the first meeting of the Association at which Co-owners unaffiliated with the Developer are permitted to vote for the election of directors and upon all other matters which may properly be brought before the meeting. The First Annual Meeting may be held in the Developer's sole discretion after more than 50% in number of the Units have been sold and the purchasers qualified as members of the Association. The First Annual Meeting shall be held: (i) after the expiration of 54 months from the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium Project or (ii) 120 days after the conveyance of legal or equitable title of 75% in number of all Units that may be created in the Condominium Project, whichever occurs first. The maximum number of Units that may be added to the Project pursuant to Article VII shall be included in the calculation of number of Units which may be created.

**Section 13. 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, exceeds the votes which may be cast by the Developer. The Transitional Control Date may be before, on or after the First Annual Meeting.

**Section 14. Unit or Condominium Unit.** "Unit" or "Condominium Unit" shall mean that portion of the Condominium Project land designed and intended for separate ownership and use as described on the Condominium Subdivision Plan, Exhibit B attached to this Consolidating Master Deed. Unless otherwise stated, a Unit shall not include any residence or other improvements constructed by a purchaser within the perimeter of a Unit. A purchaser shall be solely responsible for the cost of all improvements to the Unit.

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.

## ARTICLE IV

### COMMON ELEMENTS

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

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

(a) **Land.** All open space and natural areas designated on the Condominium Subdivision Plan.

(b) **Electrical.** The electrical transmission service throughout the Project, including primary and secondary service lines up to the point where service is available for connection to a residence constructed within a Unit.

(c) **Telephone.** The telephone wiring system up to the point of connection with the service pedestal within each Unit.

(d) **Gas.** The gas main distribution system throughout the Project up to the point where the service is available for connection to a residence constructed within a Unit.

(e) **Water.** The water distribution system throughout the Project up to the point where service is available for connection to a residence constructed within a Unit.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the point where service is available for connection to a residence constructed within a Unit.

(g) **Storm Sewer.** The storm sewer system throughout the Project.

(h) **Telecommunications.** The telecommunications and cable television systems throughout the Project, if and when they may be installed, up to, but not including, connections to provide service to a residence constructed within a Unit.

(i) **Miscellaneous.** Any lighting, fences and signs installed by the Developer within the Common Elements.

(j) **Other.** Such other areas of the Project not 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 necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment 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 shall be General Common Elements only to the extent of the Co-owner's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest if any.

**Section 2. Limited Common Elements.** Limited Common Elements are those portions of the Common Elements reserved for the exclusive use and enjoyment of one or more but not all Co-owners. Initially, there are no Limited Common Elements within the Condominium Project.

### **Section 3. Responsibilities for Maintenance, Decoration, Repair and Replacement.**

(a) **Crowner Farms Subdivision Homeowners Association.** Pursuant to the Declaration of Restrictions, and as set forth in Section 4 below, the General Common Elements

consisting of open space and natural areas shall be maintained by the Crowner Farms Subdivision Homeowners' Association.

(b) **Association Responsibility.** Except as provided in subparagraph (a) above and elsewhere in this Consolidating Master Deed, the Association shall be responsible for the maintenance, repair or replacement of all Common Elements, except to the extent of maintenance, repair or replacement due to the act or neglect of a Co-owner or his agent, guest, invitee, family member or pet, for which such Co-owner shall be solely responsible.

(c) **Co-owner Responsibility.** Each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:

(i) Each and every part of the Co-owner's Unit, including the exterior and interior of the residence constructed thereon;

(ii) Any maintenance, repair or replacement of any portion of the Condominium Project due to the act or neglect of a Co-owner or his agent, guest, invitee, family member or pet; and

(iii) Payment of all utilities attributable to the Co-owner's Unit.

(d) **Co-owner Negligence or Fault.** If the Association determines in its sole discretion that maintenance, repair or replacement of any other item is required as a result of the failure of the Co-owner to perform the responsibilities as set forth in subparagraph (b) above, the Association may proceed to perform the required work itself. The cost of any such maintenance, repair or replacement performed by the Association shall be paid by the Co-owner and added to that Co-owner's monthly Association assessment, if necessary. Failure of the Co-owner to pay the charges incurred by the Association shall entitle the Association to proceed with all remedies as set forth in the Condominium Bylaws.

(e) **Co-owner Alterations.** No Co-owner shall in any way alter or modify any Common Elements within the Condominium without the prior written consent of the Developer during the Construction and Sales Period and thereafter, without the prior written consent of the Association.

#### **Section 4. Crowner Farms Neighborhood Shared Amenities and Maintenance Obligations.**

(a) **Community Property.** Each Unit in the Condominium Project and each lot in the Crowner Farms Subdivision (together, the "Crowner Farms Neighborhood") will share the benefits of certain designated community property ("Community Property") located throughout the Crowner Farms Neighborhood as particularly described below. The Community Property in the Crowner Farms Neighborhood includes:



(i) **Open Space Areas.** The open space and natural areas within the Crowner Farms Neighborhood including, but are not limited to, the landscaping, lighting, fences, storm water easement areas and signage located within the open space and natural areas.

(ii) **Community Building/Pool/Tennis Court.** The Community Building, swimming pool and tennis court.

(iii) **Miscellaneous Community Property.** Any other property, facility, apparatus or equipment hereafter designated by the Developer to be community property of the Crowner Farms Neighborhood.

(b) **Maintenance.** Unless otherwise agreed by the Association and the Crowner Farms Subdivision Homeowners' Association ("Subdivision Homeowners' Association"), the Subdivision Homeowners' Association shall be responsible for maintaining and assessing the cost of maintaining the Community Property against all of the property owners in the Crowner Farms Neighborhood. The Subdivision Homeowners' Association shall be responsible for establishing a separate annual budget for the cost of maintenance of the Community Property, levying such assessments against all Unit owners and lot owners in the Crowner Farms Neighborhood and collecting same in the manner provided in Articles VIII and IX of the Declaration of Restrictions.

(c) **Easement.** As provided in Article VI, Section 7 below, the Subdivision Homeowners' Association shall have an easement for access to the Community Property located within the Condominium Project for the purpose of maintaining that Community Property.

(d) **Voting.** Co-owners in the Condominium Project shall be deemed members of the Subdivision Homeowners' Association for purposes of any vote relating to the ownership, maintenance and/or use of the Community Property.

(e) **Enforcement.** A Co-owner's obligation to share in the cost of maintaining the Community Property shall commence immediately upon taking title to any Unit. No Co-owner may exempt himself/herself from liability for his/her contribution toward maintaining the Community Property assessments by waiver of the use and enjoyment thereof, the abandonment of the Co-owner's Unit or because of incomplete repair work or the failure of either association to provide services.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached as Exhibit B. Each Unit shall consist of the land contained within the Unit boundaries as shown on the Condominium Subdivision Plan and delineated with heavy outlines together with all appurtenances but not including any residence or other improvements constructed by the Co-owner within the Unit.

**Section 2. Percentage of Value.** The total value of the Project is 100%. The percentage of value assigned to each Unit shall be equal, regardless of size. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and concluding that there are not material differences. These percentages of value shall be determinative of the proportionate share to be paid by each Co-owner for the expenses of the Association and the value of such Co-owner's vote at meetings of the Association. These percentages of value shall also be determinative of the value of such Co-owner's vote relating to the ownership, maintenance and/or use of the Community Property. of the Crowner Farms Neighborhood.

## **ARTICLE VI**

### **EASEMENTS AND RESTRICTIONS**

**Section 1. Easement for Maintenance of Encroachments and Utilities.** If any portion of a Unit or Common Elements encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance after rebuilding, in the event of any destruction. There shall be easements to, through and over those portions of the land and improvements (including all Units) for the continuing maintenance and repair of Common Elements and all utilities in the Condominium Project, which easements shall be administered by the Association.

**Section 2. Utility Easements/Access by Utility Companies and Damage Caused.** The Developer reserves for the benefit of itself, its successors and assigns, as well as current and future owners of the land included in the Crowner Farms Subdivision, utility easements as shown on the Utilities Plan included in the Condominium Subdivision Plan. The Developer may, but shall not be obligated to, record separate easement instruments specifically describing the location of said easements. Utility companies and governmental units furnishing services such as water, sanitary sewer, storm sewer, electricity, television cable, gas, oil and telephone shall have access to the Common Elements and the Units as may be reasonable for the installation, repair or maintenance of such services. Any costs, including damage to the Common Elements, incurred in the installation, maintenance or repair of such services designated as General Common Elements to the extent not paid by the utility company, shall be an expense of administration to be paid by the Association.

**Section 3. Storm Drain Easements.** The Developer retains, for the benefit of itself, its successors and assigns, as well as current and future owners of the land included in the Crowner Farms Subdivision and, at its discretion, the Clinton County Drain Commissioner, storm drain easements as shown on the Condominium Subdivision Plan. The Developer may in its sole discretion, cause to be recorded separate instruments setting forth the easements herein described.

**Section 4. Access for Utility Repairs.** No Co-owner shall, in any way, restrict access to any of the common utilities or utility distribution systems, or any other Common Elements that must be accessible to service any residences. Should access to any of these facilities be required, the Association may remove any coverings or attachments that restrict such access and will have no responsibility for repairing or replacing any materials that are damaged in the course of gaining such access. There shall be easements to, through and over those portions of the land and improvements, as may be reasonable, for the installation, maintenance and repair of all utilities necessary to the Condominium Project.

**Section 5. Easements for Maintenance and Repair and Replacement.** The Developer, the Association, including its officers, directors, agents and designees, and all public or private utilities shall have such easements as may be necessary in, on, or over the Condominium Project, including all Units and Common Elements, to fulfill any responsibilities which they or any of them are required or permitted to perform under the Condominium Documents.

**Section 6. Utility Tap-Ins.** The Developer reserves, for the benefit of itself, its successors and assigns, as well as current and future owners of the land included in the Crowner Farms Subdivision, inclusive, an unrestricted easement and license to tap into and to use any and all utility lines now or in the future located in the Condominium Project, including, but not limited to, electrical, telephone, water, gas, storm and sanitary sewer mains. The Developer may, but shall not be obligated to, record separate easement instruments specifically describing the location of said easements. In the event Developer utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Property, it shall be obligated at its own expense to restore the Condominium Project to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

**Section 7. Community Property Crowner Farms Neighborhood.** The Developer reserves for the benefit of itself, its successors and assigns and all present and future owners within the Crowner Farms Subdivision an easement for the use and enjoyment of all Community Property described in Article IV, Section 4 hereof. The Developer grants for the benefit of the Subdivision Homeowners' Association, an easement in, on and across such Community Property for the purpose of maintaining same. The Developer may, but shall not be required to, record a separate easement instrument specifically describing said easement.

**Section 8. Telecommunications Agreements.** The Association, subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and contracts for the sharing of any installation or periodic subscriber service fees as may be necessary or desirable to provide for cable television, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit. In no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other thing which will violate any provision of any federal, state or local law. Any sums paid by any telecommunications company in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall

be receipts affecting the administration of the Condominium Project and shall be paid over to and shall be the property of the Association.

## **ARTICLE VII**

### **SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS**

Notwithstanding any other provision of the Consolidating Master Deed, or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and their boundaries relocated, and corresponding changes may be made to the General Common Elements, only by the Developer, in accordance with Section 48 and 49 of the Act and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Consolidating Master Deed.

The Developer retains the right to (a) realign the boundaries between adjoining Units it owns; (b) subdivide a Unit; (c) eliminate a Unit by combining the Unit with one or more adjoining Units; or (d) consolidate under single ownership two or more Units. Any newly created Unit, regardless of size, shall be assessed as only one Unit. In the event the Developer exercises any rights hereunder, Developer shall cause to be prepared an amendment to the Consolidating Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value (if necessary) and providing for conveyance between or among the Units involved in relocation of boundaries. The Developer shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective until recorded with the Clinton County Register of Deeds.

## **ARTICLE VIII**

### **AMENDMENT**

This Consolidating Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners entitled to vote as of the record date for such votes, 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 and mortgagee of such Unit. The nature or extent of any Limited Common Elements and the responsibility for maintenance, repair or replacement thereof, may not be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Consolidating Master Deed or in the Bylaws to the contrary.

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

held. Approval of first mortgagees, where required, shall be solicited through written ballot. Any mortgagee ballot not returned within 90 days of mailing shall be counted as approval for the change.

**Section 3. By Developer.** In addition to any rights to amend this Consolidating Master Deed specifically reserved to the Developer elsewhere in this Consolidating Master Deed, pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Consolidating Master Deed and the other Condominium Documents with approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially change the right of a Co-owner or mortgagee, in which event Co-Owner and/or mortgagee consent shall be required as provided above. An amendment which does not materially change the rights of a Co-owner or mortgagee includes, without limitation, a modification of types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements.

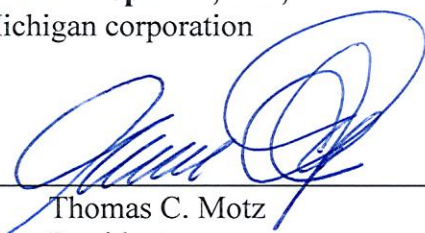
**Section 4. Change in Percentage of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any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

**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 of eighty percent (80%) of non-developer Co-owners.

**Section 6. Developer Approval.** During the Construction and Sales Period, the Consolidating Master Deed may not be amended without the prior written consent of the Developer.

**IN WITNESS WHEREOF,** this Consolidating Master Deed has been executed as of the day first written above.

**Motz Development, Inc.,**  
a Michigan corporation

  
By: Thomas C. Motz  
Its: President

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF Clinton     )



Acknowledged before me, a notary public, in Clinton County,  
Michigan on this 10 day of December, 2019, by Thomas C. Motz, as President of Motz  
Development, Inc., a Michigan corporation, for the corporation.

Becky Reed  
Becky Reed Notary Public  
Clinton County, Michigan  
My Commission Expires: 1-2-2025  
Acting in Clinton County, Michigan

Drafted by and after recording return to:

Gail A. Anderson, Esq.  
McClelland & Anderson, L.L.P.  
1305 S. Washington Ave, Suite 102  
Lansing, Michigan 48910  
(517) 482-4890

BECKY REED  
Notary Public, State of Michigan  
County of Clinton  
My Commission Expires 01-02-2025  
Acting in the County of Clinton

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**EXHIBIT A**  
**CROWNER FARMS CONDOMINIUM**  
**BYLAWS**

CROWNER FARMS CONDOMINIUM, a site Condominium Project located in Dewitt Township, Clinton County, Michigan, shall be administered by Crowner Farms Condominium Association which is a non-profit corporation (hereafter referred to as the "Condominium Association"). The Condominium Association shall be 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. Only Co-owners shall be entitled to membership in the Condominium Association. The interest of a Co-owner in the Condominium Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Condominium Association shall keep current copies of the Consolidating Master Deed, all amendments to the Consolidating 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 or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents. The purpose of these Condominium Bylaws is to govern the administration, maintenance, operation, construction, and future use of the Condominium.

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## ARTICLE I. ASSESSMENTS

All expenses arising from the management, administration and operation of the Condominium Association shall be levied by the Condominium Association against the Units and the Co-owners in accordance with the following provisions:

Section 1. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Crowner Farms Neighborhood Association. As set forth in the Article IV, Section 4 of the Consolidating Master Deed, Co-owners in the Condominium Project, along with the property owners in Crowner Farms Subdivision, share the benefits of certain designated Community Property located throughout the two (2) projects (the "Crowner Farms Neighborhood"). The maintenance of the Community Property (including the Community Property located within the Condominium Project) is the responsibility of the Crowner Farms Subdivision Homeowners' Association. Co-owners in the Condominium Project along with the lot owners in the Crowner Farms Subdivision are assessed a proportionate share of the cost of maintenance of said Community Property in accordance with the Declaration of Restrictions recorded with the Clinton County Register of Deeds on August 15, 2006, Document No. 5104597, Pages 1-22, as subsequently amended. The Crowner Farms Subdivision Homeowners' Association shall establish a separate annual budget for the cost of maintaining the Community Property and shall levy such costs against all Co-owners of Units in the Condominium Project and lot owners in the Crowner Farms Subdivision.

(b) Budget; Regular Quarterly Assessments. The Board of Directors of the Condominium Association shall establish an annual budget, in advance, for each fiscal year. The budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project other than the Community Property, including a reasonable allowance for contingencies and reserves. The budget also shall allocate and assess all such common charges against the Co-owners in accordance with percentages of value allocated to each Unit in the Consolidating Master Deed. Co-owners shall pay all assessments levied against them in accordance with this Section 1(b) in quarterly installments. While the Developer is obligated to contribute to the Condominium Association, pursuant to Section 7 hereof, its contributions are determined differently than the other Co-owner's contributions. An adequate reserve fund for major repair and replacement of Common Elements shall be established in the budget and must be funded by regular assessments as set forth in Section 2 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Condominium Association's current annual budget on a noncumulative basis. Since the minimum ten percent (10%) standard required for a reserve fund may prove to be inadequate, the Condominium Association should carefully analyze the Condominium Project annually to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. The Condominium Association should annually evaluate the anticipated capital expenditures and establish an adequate reserve fund without the necessity of special assessments if at all possible.

(c) Adjustments to Regular Quarterly Assessments. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessments shall be established based upon the budget. The delivery of 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 determine, in its sole discretion, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, maintenance and management of the Condominium, or (2) to provide additions to the Common Elements not exceeding \$5,000 annually for the Condominium Project, or (3) that an event of emergency exists, the Board of Directors shall have the authority, without the consent or vote of the Co-owners, to increase the regular quarterly assessment or to levy such additional assessments as it shall deem necessary.

(d) Special Assessments Benefitting All Units. In addition to the regular assessments described in subparagraph (c) above, special assessments against all of the Units may be made by the Board of Directors, from time to time, to meet other needs or requirements of the Condominium Association, including, but not limited to: (1) assessments for additions to the Common Elements which cost exceeds \$5,000 for the entire Condominium Project annually; (2) assessments to purchase a Unit upon foreclosure of a lien described in Section 5; or (3) assessments for any other appropriate purpose not elsewhere described. Special assessments referred to in this subparagraph (c) shall not be levied without the prior approval of more than 66-2/3% of all Co-owners in percentage of value, and unless otherwise determined by the Board of Directors such special assessments shall be paid within thirty (30) days of the date of such invoice.

## Section 2. Payment of Assessments and Penalty for Default.

(a) Responsibility. Unless otherwise provided in the Consolidating Master Deed or in these Bylaws, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Consolidating Master Deed. While the Developer is obligated to contribute to the Condominium Association, pursuant to Section 7 hereof, its contributions are determined differently than the other Co-owner's contributions. All assessments, whether general or special, shall be due and payable at such times as the Board of Directors shall determine, commencing with acceptance of a deed, a land contract vendee's interest or by 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, is not paid to the Condominium Association in full on or before the due date for such payment. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including interest, fines for late payments, costs of collection and attorneys' fees for enforcement of payment) pertinent to his Unit which may be levied while the Co-owner is the owner thereof, including in the case of a land contract, both the land contract vendor and the land contract vendee, who shall be jointly and severally liable for all assessments (including interest, fines for late payment, costs of collection and attorneys' fees for enforcement of payment) coming due during the term of the land contract.

(b) Default. Unless amended by the Board of Directors, each assessment in default shall bear a late charge as follows: \$10 for default of four (4) days and \$2.50 per



day after the fourth day until paid in full. The determination of default shall be as of the date the payment is received by the Condominium Association. In addition to the late charge, the Condominium Association may, pursuant to Article XVI, levy fines for the late payment of an assessment, including the assessment of fines for the chronic or continuing late payment of assessments. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments, including fines, actual costs and reasonable attorneys' fees pertinent to his Unit, while a Co-owner in the Condominium Project. Payments on account of assessments in default shall be applied as follows: (1) to costs of collection and enforcement of payment, including reasonable attorneys' fees; (2) to any interest, late charges and fines for late payment on such assessments; and (3) to assessments in default in order of their due dates. All unpaid assessments shall constitute a lien on such Unit from the date the assessment becomes due.

Section 3. Miscellaneous. All costs incurred by the Condominium Association in satisfaction of any liability connected with the Common Elements, or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project. All proceeds of any policy of insurance carried by the Condominium Association securing the interest of the Co-owners against liabilities or losses connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the payment of Condominium Association assessments by waiver of the use or enjoyment of any of the Common Elements, the abandonment of his Unit, or because of uncompleted repair work or the failure of the Condominium Association to provide service to the Condominium.

Section 5. Enforcement.

(a) Remedies. The Condominium Association may enforce collection of delinquent assessments by a suit for a money judgment or by foreclosure of the statutory lien that secures payment of such assessments. In the event of a default in the payment of any quarterly assessment, the Condominium Association shall have the right to accelerate and declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to vote at any meeting of the Condominium Association as long as a default continues. 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 Condominium 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 amended from time to time, shall apply to all foreclosure actions. In an action for foreclosure of an assessment lien, a receiver may be appointed to take possession of the Unit, and if not occupied, to lease the Unit and collect the rents. The Condominium Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the Unit. An action to

recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien. An action for money damages and foreclosure may be combined in one action.

(c) Notice of Lien. A foreclosure proceeding may not be commenced without the recording and service of a notice of lien. The notice of lien shall set forth:

- (i) The legal description of the Unit or Units to which the lien attaches.
- (ii) The name of the Co-owner of record;
- (iii) The amounts due the Condominium Association at the date of the notice, exclusive of interest, costs, reasonable attorneys' fees and future assessments.

The notice of lien shall be in recordable form, executed by an authorized representative of the Condominium Association and may contain other information as the Condominium Association may deem appropriate. The notice of lien shall be recorded in the office of the Clinton County Register of Deeds and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of commencement of the foreclosure proceedings.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorneys' fees and advances for taxes or other charges paid by the Condominium 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 a first mortgage of record covering any Unit who takes title as a result of foreclosure of the first mortgage, shall take the property free and clear of any claims for unpaid assessments or charges against the mortgaged Unit which became due prior to the acquisition of title to the Unit by such person.

Section 7. Developer's Responsibility for Condominium Association Assessments. The Developer of the Condominium, although a member of the Condominium Association, shall not be responsible at any time for payment of the quarterly Condominium Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including any dwellings and other improvements located thereon. 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. A "completed residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued by Dewitt Township. 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 claim against the Developer, any cost of investigation and preparing such litigation or claim, or similar related costs.

Section 8. Delinquent Assessment if Co-owner is Leasing. When a Co-owner is in arrears to the Condominium Association for assessments, the Condominium Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement. After receiving the notice from the Condominium Association, the tenant shall deduct from the rental payments due the Co-owner the arrearage and all future assessments as they fall due and pay them to the Condominium Association. These deductions from the rental payments shall not constitute a breach of the rental agreement or lease by the tenant.

Section 9. Personal Property Tax Assessment of Condominium Association Property. The Condominium 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. Any such personal property taxes levied shall be treated as expenses of administration and paid by the Condominium Association.

Section 10. Real Property Taxes and Special Assessments.

(a) Except for the year in which the Condominium Project is established, all real property taxes and special assessments shall be assessed against the individual Condominium Units.

(b) For the year during which the Consolidating Master Deed is recorded, if there is a single assessment for the whole project, the Developer will be responsible for payment of the taxes payable pursuant to that single assessment (the "first year taxes"). However, upon the purchase of a Unit during that year, each purchaser of a Unit shall pay to Developer a share of the first year taxes determined as follows:

(i) Each purchaser shall pay that portion of the first year's taxes allocable to the Purchaser's Unit prorated as of the date of purchase on a calendar year basis.

(ii) The amount of the first year's taxes allocable to each Unit shall be based upon the valuations and allocations made by the Dewitt Township Assessor in computing the total real estate tax assessment of the Project.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Condominium Association as to the amount of any unpaid Condominium Association assessments, whether regular or special. Upon written request to the Condominium Association, accompanied by a copy of the executed purchase agreement, the Condominium Association shall provide a written statement of any unpaid assessments which may exist or a statement that none exist, which statement shall be binding upon the Condominium Association for the period stated. Upon the payment of that sum within the period stated, the Condominium Association's lien for assessments as to such Unit shall be deemed satisfied and the purchaser shall not be liable for any assessments greater than the amount set forth by the Condominium Association in the written statement. If a purchaser fails to request in writing such a statement at least five (5) days before the closing of the purchase of such Unit, any unpaid assessments and the lien securing the same shall be fully enforceable against the purchaser and the Unit itself.

## ARTICLE II. ARBITRATION

Section 1. Scope and Election. Disputes or claims relating to the interpretation or the application of the Condominium Documents, or any disputes or claims arising among the Co-owners and the Condominium Association, upon the election and written consent of the parties, and upon written notice to the Condominium Association, shall be submitted to arbitration. The parties shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended, shall be applicable to any such arbitration proceeding.

Section 2. Election of Remedies. The election and written consent by Co-owners and the Condominium Association to submit any dispute, claim or grievance to binding arbitration shall preclude such parties from litigating the dispute, claim or grievance in the courts.

## ARTICLE III. INSURANCE

### Section 1. Condominium Association.

(a) Scope of Coverage. The Condominium Association shall carry vandalism and malicious mischief insurance and liability insurance for all Common Elements within the Project. The Condominium Association shall, as it deems necessary, also carry fire and extended coverage and worker's compensation insurance, if applicable, for all of the Common Elements within the Project. All insurance shall be purchased by the Condominium Association for the benefit of the Condominium Association and the Co-owners and their mortgagees, as their interests may appear. The Condominium Association shall provide for, if requested, the issuance of certificates of endorsement to the mortgagees of Co-owners. The Condominium Association shall obtain coverage in an amount equal to the current insurable replacement value of the insured property as determined by the Board of Directors of the Condominium Association. The Board shall consult with the insurance agents and representatives for the determination of replacement costs. All coverage shall contain appropriate inflation riders. All information in the Condominium Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours.

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

(c) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Condominium Association shall be received by the Condominium Association, held in a separate account and distributed to the Condominium Association, the Co-owners and their mortgagees, as their interests may appear. The insurance proceeds received by the Condominium Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction.

(d) Authority of Condominium Association to Settle Insurance Claims. Each Co-owner shall be deemed to appoint the Condominium Association as his/her true and lawful attorney-in-fact to act in connection with all matters concerning the insurance of

the Condominium Project including the adjustment and settlement of any losses or claims.

Section 2. Co-owner Coverage. Before the construction of a Residence on a Unit, each Co-owner shall obtain liability insurance coverage for occurrences within the Unit. During the construction of a Residence on a Unit, each Co-owner shall obtain builder's risk and liability insurance. After a Residence has been built on a Unit, each Co-owner shall obtain fire and extended coverage, vandalism, liability, and malicious mischief insurance for the Residence and all other improvements constructed or to be constructed within the Unit. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. In addition, each Co-owner shall insure the personal property and contents within the Residence and elsewhere within the Unit, and, also obtain coverage for alternative living expense in the event of a fire. Under no circumstances shall the Condominium Association be responsible to obtain any of the insurance coverage described in this Section 2.

#### **ARTICLE IV. DESTRUCTION AND EMINENT DOMAIN**

Section 1. Determination to Reconstruct or Repair. If all or any part of the Common Elements in the Condominium Project shall be damaged or destroyed, the Common Elements shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all the Co-owners that the Condominium Project shall be terminated, and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.

Section 2. Co-owner Responsibility for Maintenance, Repair or Replacement. If there is damage to only a Residence or other improvement constructed within a Unit which is the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to replace or to repair such damage. Likewise, in the event of any damage to any portion of the Condominium caused by the negligence of a Co-owner or that Co-owner's family members, guests, employees, lessees, agents or pets, it shall be the responsibility of the Co-owner to replace or repair such damage.

Section 3. Condominium Association Responsibility for Repair. Except as otherwise provided herein or in the Consolidating Master Deed, the Association shall be responsible for the replacement, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Condominium Association has the responsibility of maintenance, repair and reconstruction, the Condominium Association shall obtain reliable and detailed estimates of the cost to replace the damaged property to a condition as comparable as possible to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost are insufficient, the Board of Directors shall have the authority, without Co-owner consent, to levy assessments against all Co-owners in sufficient amounts, to provide funds to pay the estimated or actual cost of repair or reconstruction.

Section 4. Timely Reconstruction and Repair. If damage to the Common Elements, or to a Unit adversely affects the appearance of the Project, the Condominium Association or Co-owner responsible for the reconstruction, repair and maintenance shall proceed, without delay,



and shall complete the necessary work within six months after the date of the occurrence which caused damage to the property.

Section 5. Eminent Domain. The Condominium Act and the following provisions shall control any taking of eminent domain.

(a) Taking of Unit. In the event of a taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and his mortgagee, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) Taking Common Elements. If there is a taking of any portion of the Condominium other than any Unit, the award for such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements. An affirmative vote of more than 50% of the Co-owners in number and in percentage of value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium after Taking. In the event the Condominium Project continues after a taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Consolidating Master Deed amended accordingly.

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

Section 6. Notification of FHLMC. In the event any mortgage in the Condominium Project is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon written request by FHLMC, the Condominium Association shall give it written notice of any loss to or taking of the Common Elements of the Condominium.

## **ARTICLE V. ARCHITECTURAL/BUILDING SPECIFICATIONS/USE RESTRICTIONS**

Section 1. All Units shall be used and occupied for residential purposes exclusively. No building shall be erected, substantially altered, placed or permitted to remain on any Unit, other than one single family dwelling and attached garage. A "single family dwelling" is defined to mean a building that is designed for the exclusive purpose of being permanently affixed to the land and to be used exclusively by one family for residential purposes only.

Section 2. No dwelling or garage shall be erected, substantially altered or placed on any Unit in the Condominium Project unless and until the building plans, exterior design,

exterior materials, including color, kind and type thereof, specifications and plans showing the location, topography, height and foundation and retaining walls and elevation of the dwelling on the Unit have first been approved in writing by the Developer or the Condominium Association's architectural control committee, as appropriate. Provided further, however, in the event Developer or the Condominium Association's architectural control committee, as appropriate, fails to give its written approval or disapproval within thirty (30) days of the proposed dwelling plan, exterior design, specifications and plans, etc., which have been submitted to it, such approval will not be required and this restriction will be deemed to have been fully complied with. Developer or the Condominium Association's architectural control committee, as appropriate, shall be the sole judge or judges of what is compliance with the restrictions and its decision shall be final.

Section 3. All dwellings and garages erected in the Condominium Project shall be of new construction. No dwelling or appurtenances heretofore constructed or built shall be moved from any other location to or placed on any Unit in the Condominium Project. All structures shall be completed on the exterior within six (6) months from commencement of construction. All structures must be completed and sites graded, sodded or seeded, and reasonably landscaped within one (1) year from date of commencement of construction.

Section 4.

(a) Any one-story dwelling shall have no less than 1,400 square feet of Liveable Floor Area.

(b) Any one and one-half, two-story, or split-level dwelling shall have no less than 800 square feet of Liveable Floor Area on the first floor and a minimum total of 1,600 square feet of Liveable Floor Area on the first and second floor.

(c) "Livable Floor Area" shall mean living area with finished walls and ceilings and approved floor finish. The term "Livable Floor Area" shall include all the area enclosed by and including, the exterior walls of the dwelling, but shall not include any space or area within basements, garages, breezeways, carports, porches or terraces.

Section 5. All dwellings shall have an attached two-car (or more) garage of at least 400 square feet. No detached garage may be erected on any Unit. Garage interiors shall be finish drywalled with a finish paint applied and windows and doors shall be finish trimmed. No carport shall be erected or maintained on any Unit.

Section 6. All driveway approaches and driveways leading from the hard surface street to a garage shall be made of paving brick or concrete materials.

Section 7. Five (5) foot concrete sidewalks shall be constructed and installed in front of each lot, along the full width of the lot, on the right-of-way according to the location and specifications established by DeWitt Township.

Section 8. All basements in dwellings shall have at least 7-1/2 feet height from finish basement floor to bottom of floor joists of first floor.

Section 9. The design and material of all mailboxes shall be selected by Developer so as to maintain uniformity. Each Co-owner shall install and maintain the approved mailbox at its sole cost.

Section 10. One hardwood tree for every 50' of street frontage, having a trunk diameter of three inches (3") or larger shall be placed in the front yard of each Unit.

Section 11. Swimming and wading pools are permitted only with the prior approval of the Developer. No above-ground pools shall be permitted.

Section 12. No satellite dishes may be in excess of twenty inches (20") in diameter. All satellite dishes are to be installed so as not to distract the view from the street or adjoining properties.

Section 13. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any Unit in the Condominium Project. There shall be no outside incinerators for the burning of trash, papers, etc.

Section 14. No fence, privacy wall or hedge shall be constructed or grown on any Unit in the Condominium Project, except in conformance with the following:

(a) Fences, privacy walls or hedges of a decorative nature shall be located a minimum of eight feet (8') from any boundary shared in common with another Unit in the Condominium Project or a lot in the Crowner Farms Subdivision.

(b) Fences, privacy walls and hedges shall be of open construction not more than five feet (5') in height and shall not extend in front of the front dwelling line.

(c) Fences required by law or ordinances may be constructed around a swimming pool and shall be constructed of materials and in a manner that is not unsightly from neighboring lots.

(d) Fences must be of wood construction or approved metal, wrought iron or vinyl and must be approved in writing by Developer or its designated representatives.

Section 15. No temporary building, trailer, tent, shack, or other structures of similar nature shall be erected, moved to, or maintained upon any Unit, except that during the Construction and Sales Period, a sales/business/construction office and similar facilities may be maintained in the Community Building by Developer, at no cost.

Section 16. No outbuildings shall be erected or maintained upon any Unit.

Section 17. Soil removed from any Unit in excavation, grading or other alteration, shall, at the option of Developer, become the property of Developer and shall be removed by the owner of the Unit to such place as Developer may designate. Gravel, sand and other materials shall not be removed for sale from the Unit by any owner or contractor, but the same may be used for the purpose of constructing buildings or structures upon such Unit.

Section 18. No crops except kitchen gardens, orchard and small fruit trees and shrubs of reasonable size and number shall be grown on any Unit.

Section 19. Any dwelling or garage in the Condominium Project which may in whole or in part be destroyed by fire, windstorm or for any reason, must be rebuilt and all the debris removed and the lot restored to a slightly condition with reasonable promptness which, under no circumstances, shall exceed six (6) months from the date of such catastrophe.

Section 20. No poultry, livestock, commercial kennel of any kind, type or description shall be maintained or permitted within the Condominium Project. No domestic pets shall be allowed to become a nuisance.

Section 21. No billboards or advertising boards shall be constructed or maintained on any lot in the Condominium Project, except that signs of reasonable size may be placed on a lot for the purpose of advertising it for sale.

Section 22. No business, trade or commercial enterprise of any kind or nature whatsoever shall be constructed or carried on upon any Unit in the Condominium Project, except for in home offices which have no visible signage and which generate no traffic incompatible with the single family residential purpose of the subdivision. In addition, during the Construction and Sales Period, a sales/business/construction office may be maintained in the Community Building by the Developer, at no cost.

Section 23. There shall be no outdoor storage of a mobile home, motor home, house trailer or other recreational vehicle or trailer, and the outdoor storage of boats, snowmobiles, utility trailers, camping trailers, or any other kind of trailer is prohibited. "Storage" shall mean anything over forty-eight (48) hours in any one week. No commercial vehicle or trailer shall be parked or stored on any Unit in the Condominium Project unless it is placed wholly within an enclosed garage.

Section 24. It is intended that the Board of Directors of the Condominium Association may, from time to time, make reasonable rules and regulations, without Co-owner approval, to reflect the needs, desires, and problems arising in the Condominium. Copies of all such adopted rules, regulations and amendments shall be furnished to all Co-owners.

Section 25. No Unit shall be subdivided without the prior written approval of Developer and Dewitt Township.

Section 26. The owners of all occupied Units within the Condominium Project shall keep their Unit landscaped and maintain their structures in good repair, consistent with the high standards of the Condominium Project. Prior to construction of a dwelling on any Unit, the Co-owner shall keep and maintain the Unit in a slightly condition consistent with the high standards of the Condominium Project, causing weeds and other growth to be cut. Notwithstanding the foregoing, it shall be the obligation of every lot Co-owner to prevent the accumulation of rubbish and debris on his or her Unit at all times, including periods of construction.

## **ARTICLE VI. ASSESSMENT OF FINES**

Section 1. General. The violation by any Co-owner, occupant or guest, of any of the provisions of the Condominium Documents, including the Rules and Regulations, if any, shall be grounds for assessment by the Condominium 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. The assessment of fines shall be an additional remedy available to the Condominium Association for Condominium Document infractions and such assessment shall not preclude injunctive relief, actual damages or other relief available to an aggrieved party under the Condominium Documents or these Bylaws.

Section 2. Procedures. Upon any such violation being alleged by the Board of Directors, 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 personally delivered or sent by first class mail, postage prepaid, to the Co-owner and to any tenant, if applicable.

(b) Opportunity to Defend. The Co-owner shall have an opportunity to appear before the Board of Directors and offer evidence in defense of the alleged violation. The appearance before the Board of Directors 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 of violation set forth in (a) above.

(c) Default. Failure to appear or respond to the notice of violation in writing constitutes a default.

(d) Hearing and Decision. After a hearing conducted by the Board of Directors, the Board of Directors shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final. The Board may delegate its hearing responsibilities hereunder to a hearing panel comprised of one Board member and two non-Board members selected by the Board.

Section 3. Amounts. If the Board decides that the Co-owner has violated the Condominium Documents, the Board in its discretion may levy fines as follows:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Up to a maximum \$25 fine.

(c) Third Violation. Up to a maximum \$50 fine.

(d) Fourth Violation and Subsequent Violations. Up to a maximum \$100 fine.

(e) Revision to Schedule. The foregoing schedule of fines may be revised by resolution of the Board, provided that fines may not be increased more than fifty percent (50%) in any calendar year.

Section 4. Collection. The fines levied pursuant to Section 3 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, late charges and other remedies, including foreclosure, set forth in the Condominium Documents.

## **ARTICLE VII. MORTGAGES**

Section 1. Notice to Condominium Association. Any Co-owner who mortgages his Unit shall notify the Condominium Association of the name and address of the mortgagee. The Condominium Association shall maintain such information in a book entitled "Mortgages of Units" (the "Book"). The Condominium Association may, at the written request of a mortgagee of any Unit, report any unpaid assessments for such Unit. The Condominium Association shall give the holder of any first mortgage covering any Unit in the Project written notification of any default by the Co-owner of such Unit in the performance of the obligations of the Co-owner under the Condominium Documents that is not cured within thirty (30) days.

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

Section 3. Notification of Meetings. Upon written request submitted to the Condominium Association, any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Condominium Association and designate a representative to attend any 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 Condominium Association until he has presented evidence of ownership of a Unit to the Condominium Association. A Co-owner who is in default in the payment of any installment of the annual assessment shall be unable to vote at any meeting of the Condominium Association, so long as said default continues. 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 of the notice required in Section 3 of this Article, or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Condominium 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 Condominium Association designating the individual representative who shall vote at meetings of the Condominium Association and receive all notices and other communications from the Condominium 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 Unit 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.

Section 4. Quorum. The presence in person or by proxy of thirty-five percent (35%) of the Co-owners in number qualified to vote shall constitute a quorum for holding a meeting of the members of the Condominium 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 such 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 in writing signed by the designated voting representative not present at a meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Condominium Association at or before the appointed time of each meeting of the members of the Condominium Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a meeting of the members of the Condominium Association.

## **ARTICLE IX. MEETINGS**

Section 1. Place of Meeting. Meetings of the Condominium Association shall be held at the principal office of the Condominium Association or at such other suitable place convenient to the Co-owners as may be designated by the Board. Meetings of the Condominium Association shall be conducted in accordance with Roberts Rule of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Condominium Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) in number of the Units have been sold and the purchasers qualified as members of the Condominium Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) in number of all Units that may be created, or fifty-four (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. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of the members. The date, time and place of such meeting shall be set by the Board, and at least ten (10) days prior written notice shall be given to each Co-owner of record. Mailing notice to a

representative or Co-owner at the address shown in the notice required by Article VIII, Section 3, shall be deemed served upon mailing. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Condominium Association shall be held on the third Thursday of March, and each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board, 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, in accordance with the requirements of this Article. The Co-owners may also transact at annual meetings such other business of the Condominium 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 or upon a petition signed by one third (1/3) of the Co-owners presented to the Secretary of the Condominium 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 Condominium Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose of the meeting 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 any such meeting. Mailing notice to a representative or Co-owner at the address shown on the notice required by Article VIII, Section 3 shall be deemed served upon mailing. 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 Condominium 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 forth eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors 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 chaired by the most senior officer of the Condominium Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Treasurer and Secretary.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for 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 giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals



necessary to approve the action; and (c) the time by which 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. 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 of the meeting. All such waivers, consents or approvals shall be filed with the corporate records and 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 truthful as evidence of the matters set forth in the minutes. 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 one hundred twenty (120) days after conveyance to purchasers of one third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established, an Advisory Committee. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board and the other Co-owners and to aid in the transition of control of the Condominium Association from the Developer to 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. The Developer may remove and replace, at its discretion and at any time, any member of the Advisory Committee who has not been elected by the Co-owners.

## **ARTICLE XI. BOARD OF DIRECTORS**

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

### Section 2. Election of Directors.

(a) First Board of Directors. The first Board, or its successors as selected by the Developer, shall manage the affairs of the Condominium Association until 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 one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) in number of the Units that may be created, one of the three directors shall be selected by non-Developer Co-owners. When the required percentage of conveyances has been met, 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 immediately appoint such director to the Board to serve until the First Annual Meeting 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.

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) in number of the Units that may be created, and before the conveyance of ninety percent (90%) of such 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 Developer owns and offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units that may be created remain to be created. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners shall be convened to implement this provision, even if the First Annual Meeting has already occurred.

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

(iii) If the percentage of members of the Board that the non-Developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board 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, then a fractional election right of 0.5 or greater shall be rounded up to the next whole number, which number shall be the number of members of the Board that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (i).

(iv) 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. The directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have the right to elect a majority of the Board, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3.

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

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

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

(b) To levy and collect assessments from the members of the Condominium Association using the proceeds for the purposes of the Condominium Association.

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

(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, improve, 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 Condominium Association for its purposes.

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

(h) To enforce the Rules and Regulations of the Condominium Association, if any.

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

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

Section 5. Management Agent. The Board may employ for the Condominium Association, a professional management agent (which may include the Developer or any related

person or entity), 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. The Board may delegate to its management agent any other duties or powers which are by law or by the Condominium Documents required to be performed by or have the approval of the Board or the members of the Condominium Association. In no event shall the Board be authorized to enter into any contract with a professional management agent or any other contract providing for services by the Developer in which the maximum term is greater than three years, or which is not terminable by the Condominium Association upon ninety (90) days' written notice 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 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 Condominium Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Condominium Association. Vacancies among non-Developer Co-owners 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 Condominium Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number of all of the Co-owners 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 thirty-five percent (35%) 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 or from time to time in its sole discretion. Likewise, any director selected by the non-Developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board 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 to legally constitute its meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board 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 one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director personally, by mail or telephone, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each director given personally, by mail or telephone, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board

shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board, any directors 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, 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. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty four (24) hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joining of a director in the action of a meeting by signing and concurring in the minutes of the meeting, shall constitute the presence of such director for purposes of determining a quorum.

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

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

## **ARTICLE XII. OFFICERS**

Section 1. Officers. The principal officers of the Condominium Association shall be a President, who shall be a member of the Board, a Vice President, a Secretary and a Treasurer. 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 Condominium Association. He shall preside at all meetings of the Condominium Association and of the Board. The President 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 Condominium Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Condominium 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. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Condominium Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board 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 Condominium 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 Condominium Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Condominium Association, and in such depositories as may, from time to time, be designated by the Board.

Section 2. Election. The officers of the Condominium Association shall be elected annually by the Board 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, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board, 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.

### **ARTICLE XIII. SEAL**

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

### **ARTICLE XIV. FINANCE**

Section 1. Records. The Condominium Association shall 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 Condominium Association and the Co-owners. Such accounts and all other Condominium Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The books of account shall be reviewed annually by an independent accountant. Any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Condominium Association shall be a calendar year, unless changed by action of the Board for accounting reasons or other good cause.

Section 3. Bank. Funds of the Condominium Association shall be initially deposited in such bank or savings association as may be designated by the Board and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board 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**

The Condominium Association shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director or officer of the Condominium Association against expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if the person acted in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interest of the Condominium Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful.

#### **ARTICLE XVI. REMEDIES FOR DEFAULT**

Any default by a Co-owner in complying with the Condominium Documents shall entitle the Condominium Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the provisions of the Condominium Documents shall be grounds for relief, which may include 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 Condominium Association or, if permitted by law, 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 Condominium Association, if successful, shall be entitled to recover all costs incurred by the Condominium Association as a result of the default and the actual attorneys' fees, not limited to statutory fees, incurred by the Condominium Association as a result of the default. Costs and attorney fees incurred before initiation of a lawsuit may also be recovered by the Condominium Association.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Condominium Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Condominium Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power.

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 Condominium Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article VI of these Bylaws.

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

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Condominium Association or any Co-owner or Co-owners pursuant to the 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.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Condominium 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 XVII. AMENDMENTS**

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Condominium Association acting upon the vote of the majority of the Directors or may be proposed by one third (1/3) or more in number of the Co-owners, in writing and signed by them.

Section 2. Meeting. Upon the proposal of any amendments, 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 meeting, annual meeting or special meeting called for such purpose by an affirmative vote of 66-2/3% of all Co-owners in number. No consent of the 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 also be required with each mortgagee having one vote for each mortgage held.

Section 4. By Developer. Prior to the First Annual Meeting, 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 Clinton County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Condominium 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.



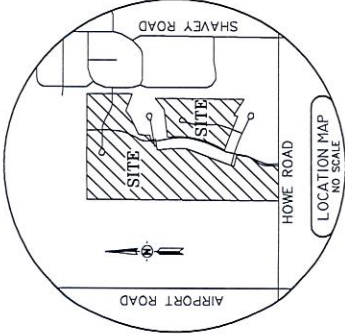
## **ARTICLE XVIII. CONFLICTING PROVISIONS**

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (a) The Consolidating Master Deed, including the Consolidating Condominium Subdivision Plan;
- (b) These Condominium Bylaws;
- (c) The Articles of Incorporation of the Condominium Association; and
- (d) The Rules and Regulations of the Condominium Association (if any).

S:\docs\1900\C1916\M013\Bylaws 5-16-18.doc

REPLAT NO. 2  
CLINTON COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 77  
EXHIBIT "B" TO THE CONSOLIDATED MASTER DEED OF  
CROWNER FARMS CONDOMINIUM



LEGAL DESCRIPTION:

A parcel of land in the Southwest fractional 1/4 of Section 6, T5N, R2W, DeWitt Township, Clinton County, Michigan, the boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 6; thence N00°33'25"E along the North-South 1/4 line of said Section 6 a distance of 517.70 feet to the Easterly corner of Crowner Farms No. 1 as recorded in Liber 10 of Plats, Page 95, Clinton County Records and the point of beginning of this description; thence along the Easterly line of said Crowner Farms No. 1 the following nine courses: N57°14'38"W 260.37 feet, S16°26'59"W 53.84 feet, N68°56'53"W 160.48 feet, N66°48'28"W 66.05 feet, N70°03'06"W 279.76 feet, Northeastly 101.50 feet on a curve to the right, said curve having a radius of 967.00 feet, a delta angle of 6°00'51", and a chord length of 101.46 feet bearing N26°09'04"E, Northeastly 716.37 feet on a curve to the left, said curve having a radius of 1133.00 feet, a delta angle of 36°19'40", and a chord length of 706.39 feet bearing N10°59'39"E, N82°57'25"E 386.58 feet and N52°35'05"E 196.95 feet to said North-South 1/4 line; thence S00°33'25"W along said North-South 1/4 line 1219.96 feet to the point of beginning; Also, A parcel of land in the Southwest fractional 1/4 of Section 6, T5N, R2W, DeWitt Township, Clinton County, Michigan, the boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 6; thence N89°25'33"W along the South line of said Section 6 a distance of 983.24 feet to the Southwest corner of the Crowner Farms No. 1 as recorded in Liber 10 of Plats, Page 95, Clinton County Records and the point of beginning of this description; thence N89°25'33"W continuing along said South line 482.69 feet to the West line of the East fractional 1/2 of said Southwest 1/4; thence N00°26'03"E along said West line 2640.91 feet to the East-West 1/4 line of said Section 6; thence S89°33'18"E along said East-West 1/4 line 1471.60 feet to the Center of said Section 6; thence S00°33'25"W along said North-South 1/4 line 621.29 feet to the Northeast corner of said Crowner Farms No. 1; thence along the Northerly line of said Crowner Farms No. 1 the following seven courses: N69°45'03"W 252.60 feet, S53°48'20"W 108.46 feet, S65°21'08"W 264.17 feet, Southwesterly 156.54 feet on a curve to the left, said curve having a radius of 542.00 feet, a delta angle of 16°32'55", and a chord length of 156.00 feet bearing S04°48'23"W, Southwesterly 66.47 feet on a curve to the right, said curve having a radius of 2682.00 feet, a delta angle of 1°25'12", and a chord length of 66.47 feet bearing S79°18'47"W, Southeastly 66.10 feet on a curve to the left, said curve having a radius of 608.00 feet, a delta angle of 61°3'44", and a chord length of 66.07 feet bearing S07°22'10"E and Southwesterly 154.02 feet on a curve to the right, said curve having a radius of 2748.00 feet, a delta angle of 31°2'41", and a chord length of 154.00 feet bearing S81°41'29"W to the Northwest corner of Lot 28 of said Crowner Farms No. 1; thence along the West line of said Crowner Farms No. 1 the following nine courses: S06°42'11"E 170.00 feet, S00°33'25"W 241.10 feet, S20°40'05"W 624.60 feet, S13°36'01"W 66.00 feet, S76°35'55"E 159.26 feet, Southwesterly 100.33 feet on a curve to the left, said curve having a radius of 1033.00 feet, a delta angle of 5°33'53", and a chord length of 100.29 feet bearing S07°12'18"W, Southwesterly 176.55 feet on a curve to the right, said curve having a radius of 267.00 feet, a delta angle of 37°53'12", and a chord length of 173.35 feet bearing S23°21'58"W, Southwesterly 194.85 feet on a curve to the left, said curve having a radius of 267.50 feet, a delta angle of 41°44'07", and a chord length of 190.57 feet bearing S21°26'30"W and S00°34'27"W 139.24 feet to the point of beginning; said parcel containing 63.90 acres, more or less, including 0.36 acre, more or less presently in use as public right of way; said parcel subject to all easements and restrictions if any.

DEVELOPER  
MOTZ DEVELOPMENT INC.  
11920 MURANO DRIVE  
DEWITT, MI 48820  
(517) 204-5029

ENGINEER/SURVEYOR  
KEBS, INC.  
2116 HASLETT ROAD  
HASLETT, MI 48840  
(517) 339-1014

SHEET INDEX

- \* 1. Cover Sheet
- \* 2. Survey Plan
- \* 3. Site Plan
- \* 4. Site Plan
- \* 5. Utility Plan
- \* 6. Utility Plan
- \* 7. Curve & Coordinate Data
- \* 8. Sidewalk & Street Tree Plan
- \* 9. Site Plan
- \* 10. Utility Plan
- \* 11. Site Plan
- \* 12. Utility Plan



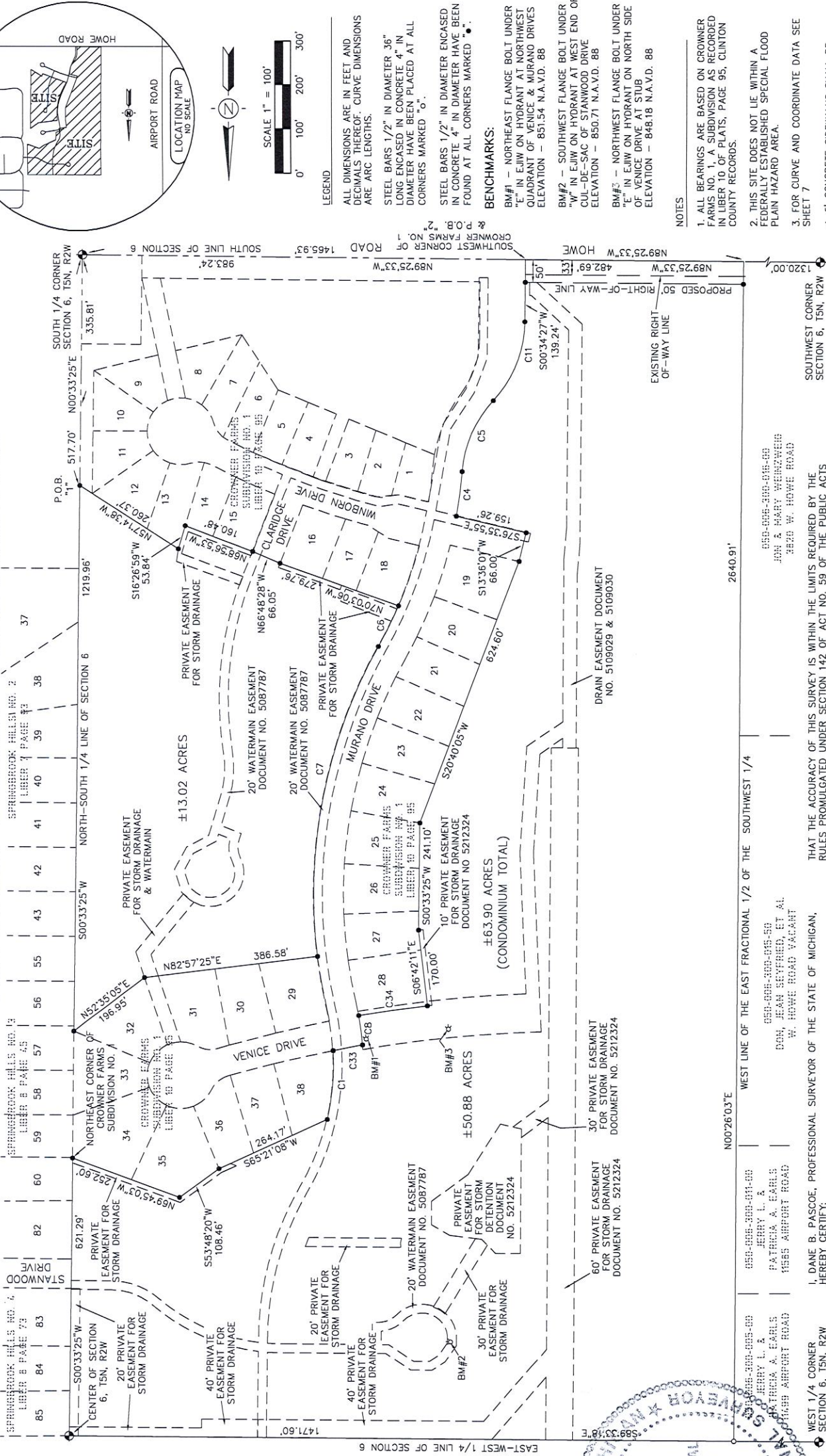
NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

PREPARED BY:  
KEBS, INC.  
2116 HASLETT ROAD  
HASLETT, MICHIGAN 48840  
92775.CND

Proposed Date: November 27, 2019  
COVER SHEET SHEET 1 OF 12



REPLAT NO. 2  
CROWNER FARMS CONDOMINIUM



NOTES

1. ALL BEARINGS ARE BASED ON CROWNER FARMS NO. 1, A SUBDIVISION AS RECORDED IN LIBER 10 OF PLATS, PAGE 95, CLINTON COUNTY RECORDS.
2. THIS SITE DOES NOT LIE WITHIN A FEDERALLY ESTABLISHED SPECIAL FLOOD PLAIN HAZARD AREA.
3. FOR CURVE AND COORDINATE DATA SEE SHEET 7
4. 5' CONCRETE SIDEWALKS SHALL BE CONSTRUCTED PER DEWITT TWP. ORDINANCE.
5. 1 HARDWOOD TREE SHALL BE PLANTED FOR EVERY 50' OF STREET FRONTAGE PER DEWITT TWP. ORDINANCE.

PROPOSED Date: November 27, 2019  
SURVEY PLAN SHEET 2 OF 12

PREPARED BY:  
KEBS, INC.  
2116 HASLETT ROAD  
HASLETT, MICHIGAN 48840

DANE B. PASCOE  
PROFESSIONAL SURVEYOR NO. 54434  
KEBS INC.  
2116 HASLETT ROAD  
HASLETT, MICHIGAN 48840

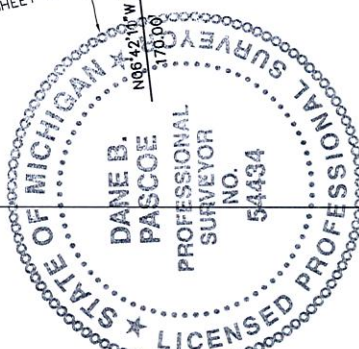
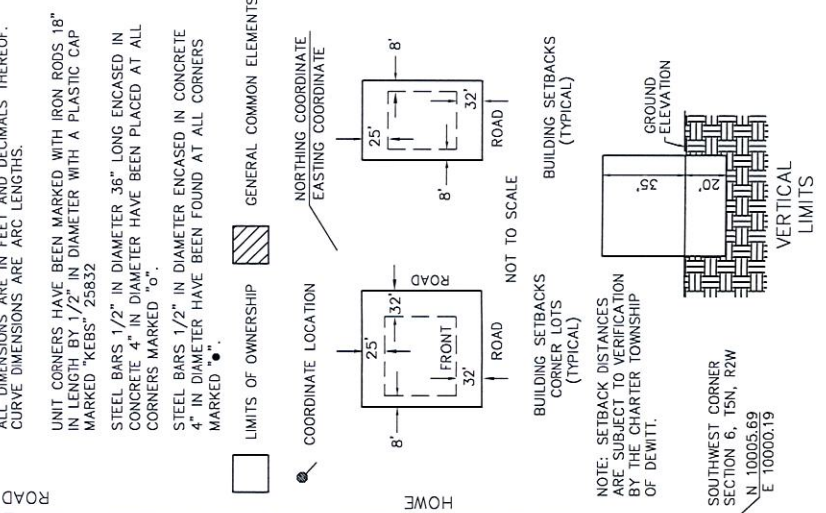
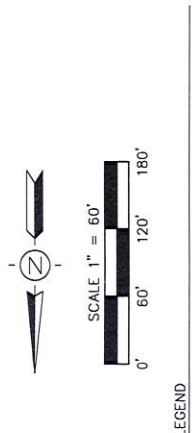
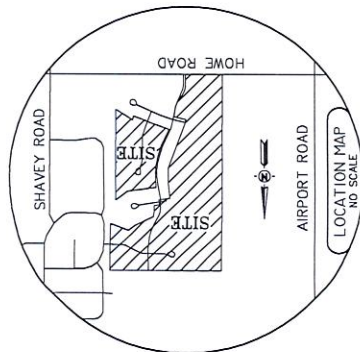
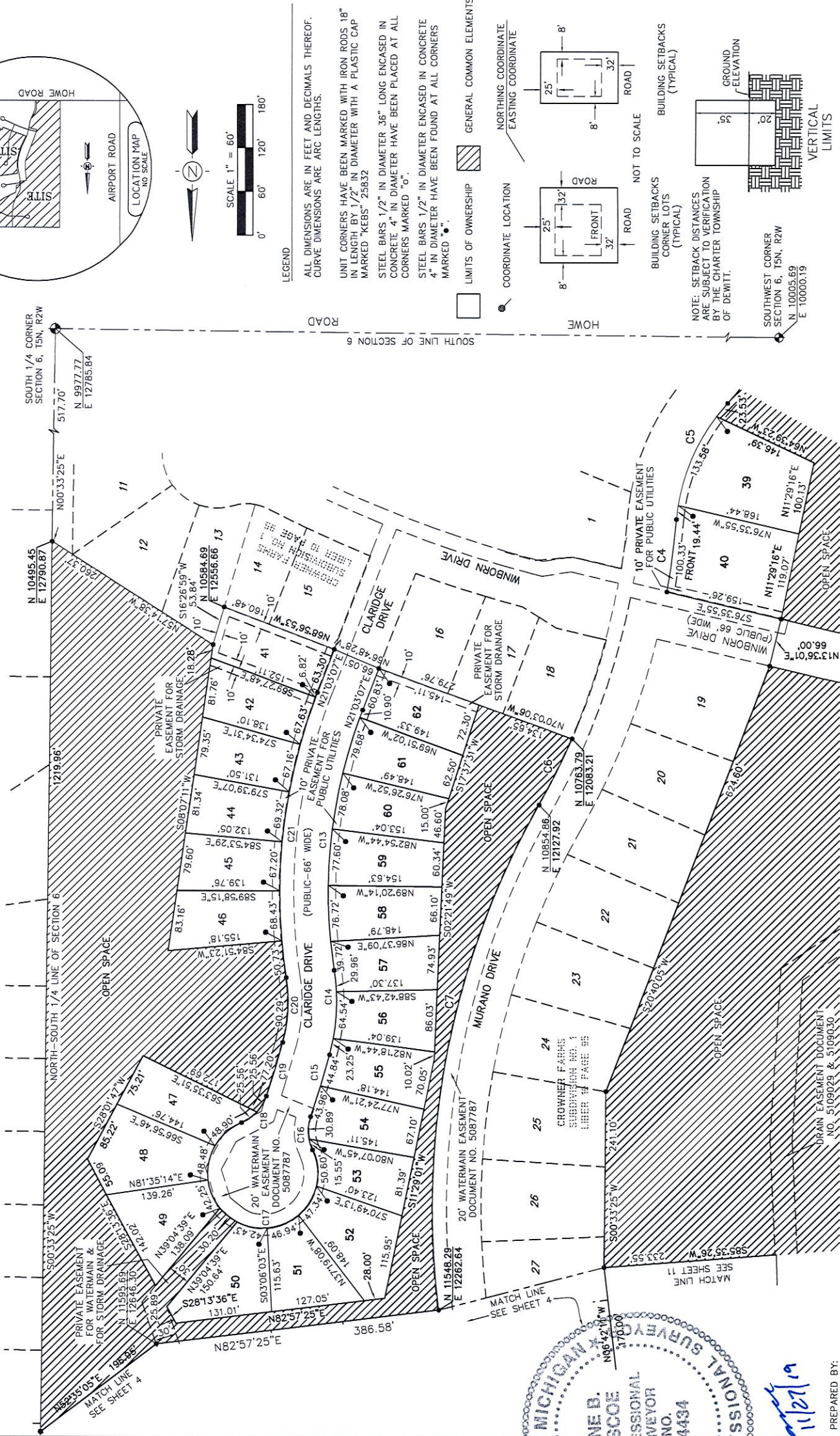
DATE: 11/27/19

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.



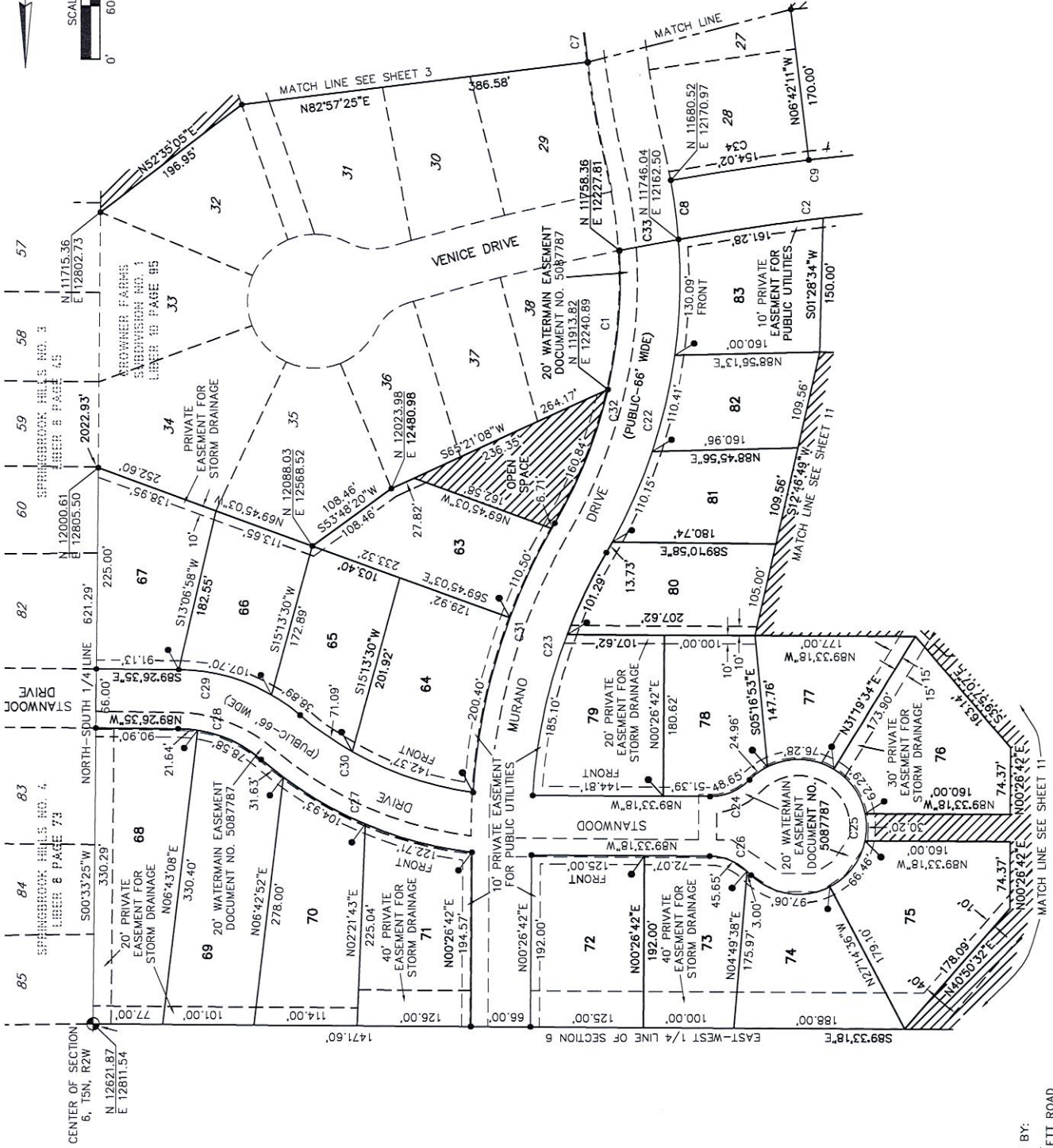
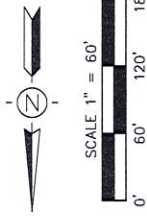
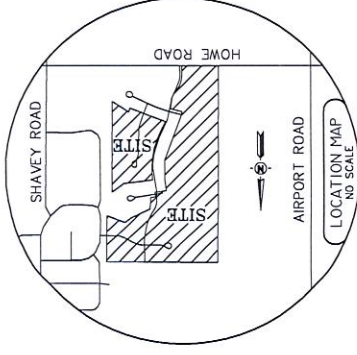
REPLAT NO. 2  
CROWNER FARMS CONDOMINIUM



11/27/19



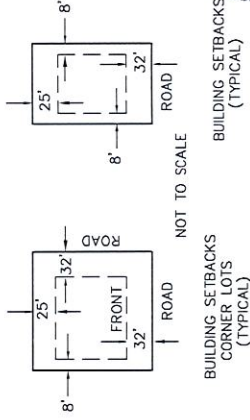
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CROWNER FARMS CONDOMINIUM



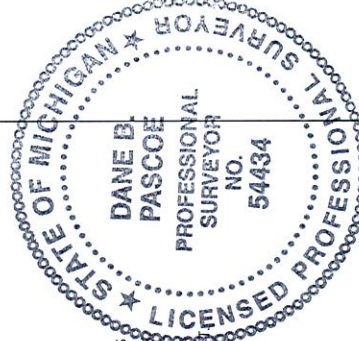
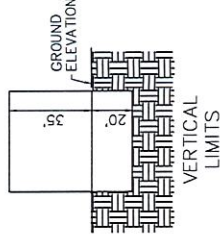
LEGEND  
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
CURVE DIMENSIONS ARE ARC LENGTHS.

UNIT CORNERS HAVE BEEN MARKED WITH IRON RODS 18" IN LENGTH BY 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "KEBS" 25832  
STEEL BARS 1/2" IN DIAMETER 36" LONG ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL CORNERS MARKED "o".  
STEEL BARS 1/2" IN DIAMETER ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN FOUND AT ALL CORNERS MARKED "•".

□ LIMITS OF OWNERSHIP  
▨ GENERAL COMMON ELEMENTS  
● COORDINATE LOCATION  
— NORTHING COORDINATE  
— EASTING COORDINATE



NOTE: SETBACK DISTANCES ARE SUBJECT TO VERIFICATION BY THE CHARTER TOWNSHIP OF DEW



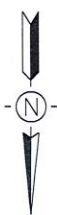
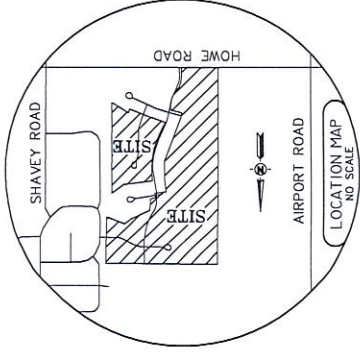
*Dane B. Pascoe*  
11/27/19

Prepared Date: November 27, 2019  
SITE PLAN  
SHEET 4 OF 12

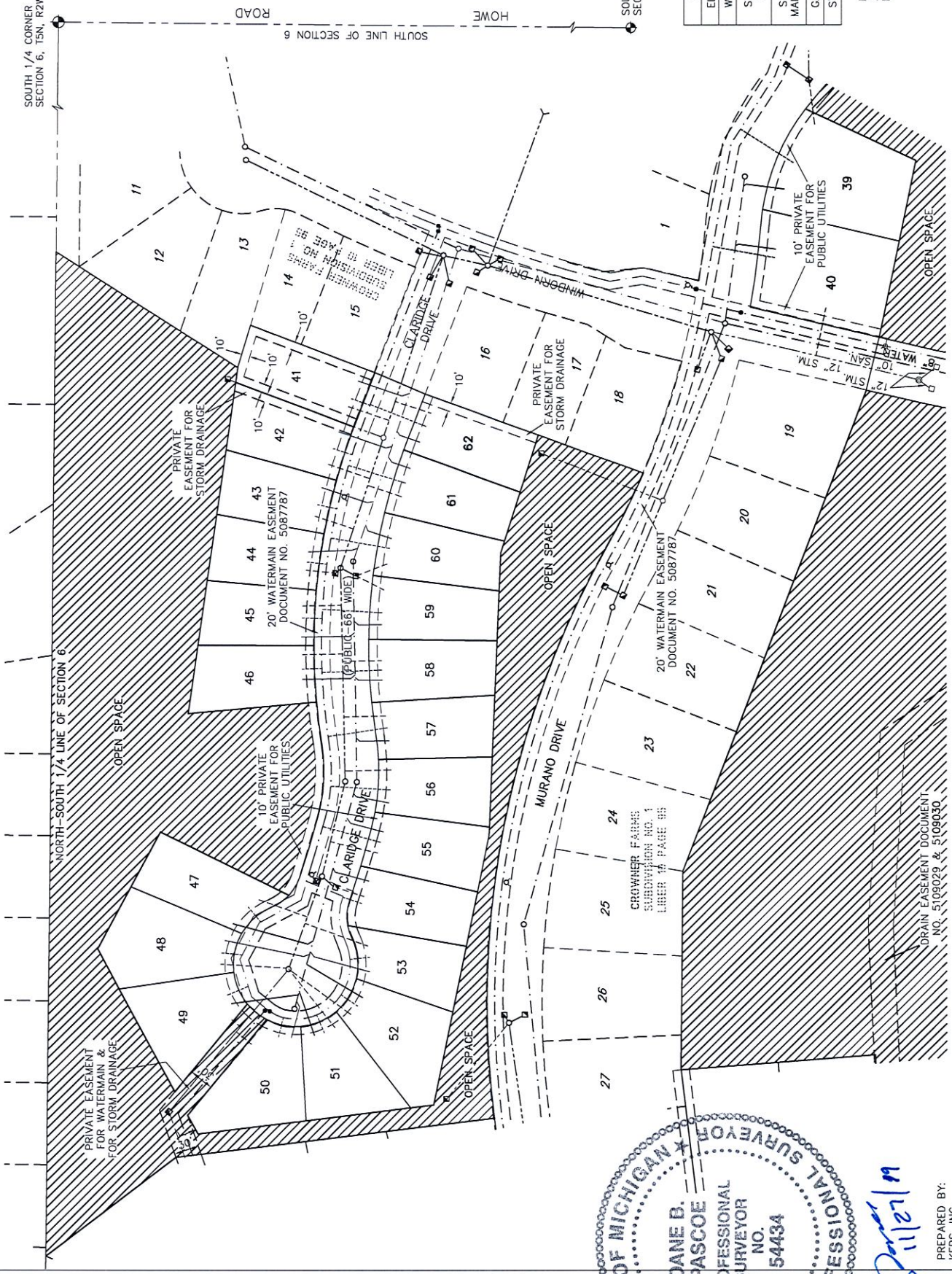
PREPARED BY:  
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2116 HASLETT ROAD  
HASLETT, MICHIGAN 48840  
92775.GND



REPLAT NO. 2  
CROWNER FARMS CONDOMINIUM

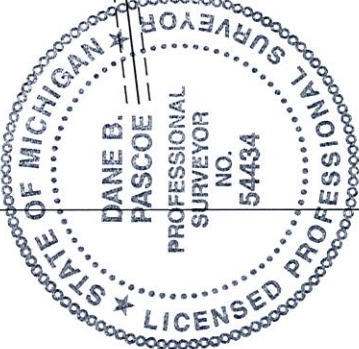


LEGEND	
—	DEED LINE
—	SANITARY SEWER
—	STORM SEWER
—	WATER MAIN
•	SANITARY MANHOLE
•	STORM MANHOLE
•	CATCH BASIN
•	FIRE HYDRANT
•	WATER VALVE



UTILITY	SOURCE OF INFORMATION	STATUS
ELECTRIC	CONSUMERS ENERGY	AS BUILT
WATER	BOARD OF WATER & LIGHT	AS BUILT
SANITARY: OWNER	DEWITT TOWNSHIP	AS BUILT
SANITARY: MAINTENANCE	SOUTHERN CLINTON CO. MUNICIPAL UTILITY AUTHORITY	AS BUILT
GAS	CONSUMERS ENERGY	AS BUILT
STORM	CLINTON COUNTY DRAIN	AS BUILT

NOTE: THE UTILITY INFORMATION SHOWN HEREON ARE NOT THE ACTUAL DESIGN PLANS. PLEASE CONTACT THE LOCAL OFFICIALS HAVING JURISDICTION IN THIS AREA TO OBTAIN THEM.

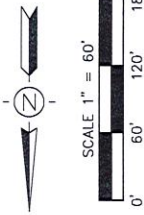
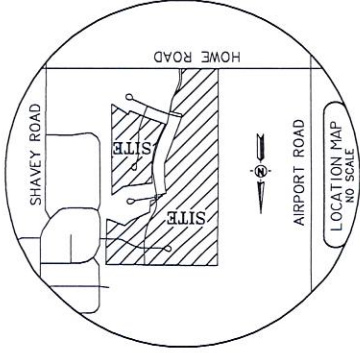


*Handwritten signature and date: 11/27/19*

PREPARED BY:  
KEBS, INC.  
2116 HASLETT ROAD  
HASLETT, MICHIGAN 48840  
92775.CND



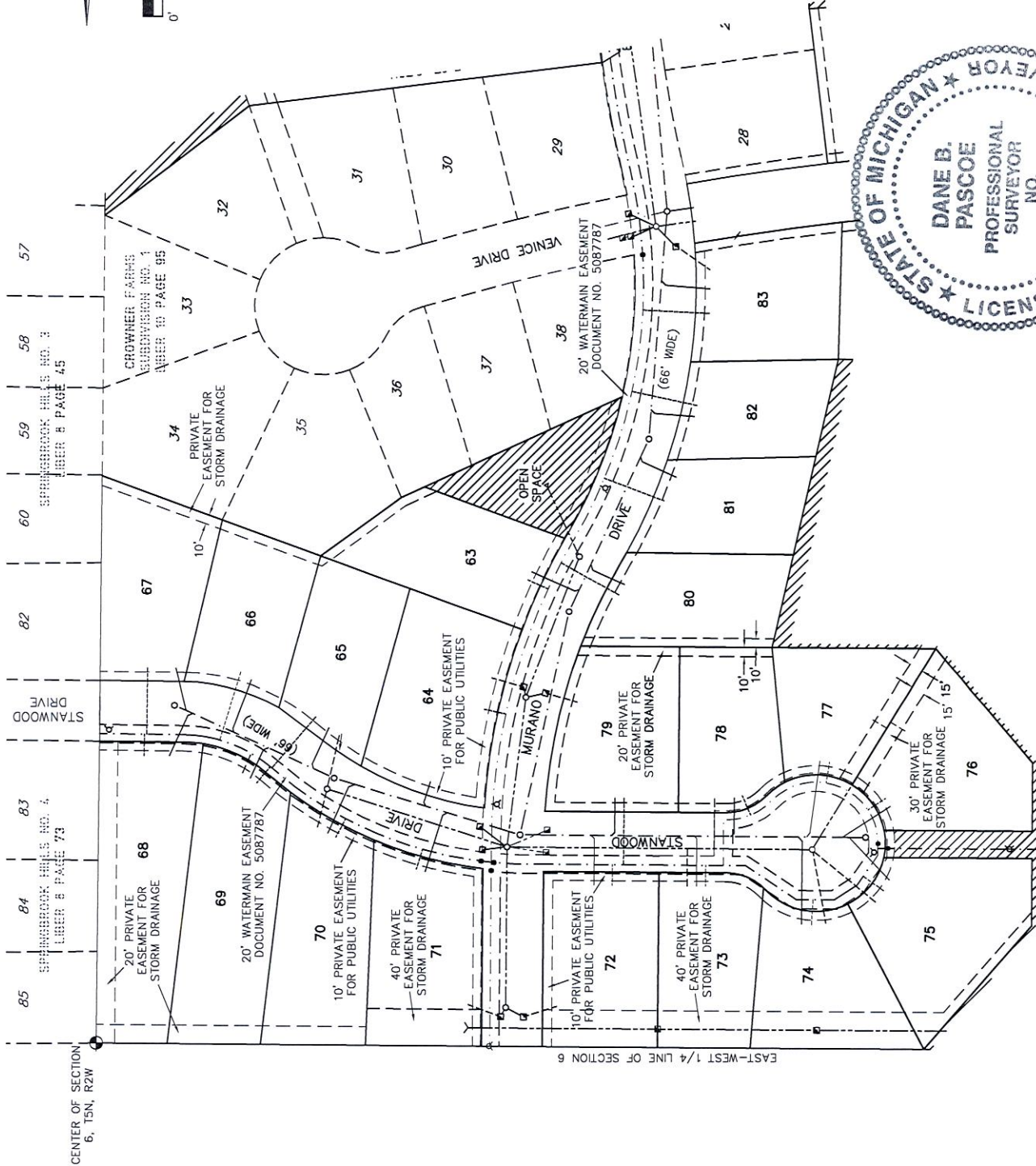
REPLAT NO. 2  
CROWNER FARMS CONDOMINIUM



LEGEND	
—	DEED LINE
—	SANITARY SEWER
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UTILITY	SOURCE OF INFORMATION	STATUS
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SANITARY: OWNER	DEWITT TOWNSHIP	AS BUILT
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NOTE: THE UTILITY INFORMATION SHOWN HEREON ARE NOT THE ACTUAL DESIGN PLANS. PLEASE CONTACT THE LOCAL OFFICIALS HAVING JURISDICTION IN THIS AREA TO OBTAIN THEM.





REPLAT NO. 2

CROWNER FARMS CONDOMINIUM

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	156.54'	542.00'	16°32'53"	S04°48'23"W
C2	470.89'	2682.00'	10°03'35"	S85°03'10"W
C4	100.33'	1033.00'	5°33'53"	S07°12'18"W
C5	176.55'	267.00'	37°33'12"	S23°21'58"W
C6	101.50'	967.00'	6°00'51"	N26°09'04"E
C7	718.37'	1133.00'	36°19'40"	N10°59'39"E
C8	66.10'	608.00'	6°13'44"	S07°22'10"E
C9	479.87'	2748.00'	10°00'19"	S85°05'18"W
C11	194.85'	267.50'	41°44'07"	S21°26'30"W
C13	362.70'	682.00'	30°01'50"	N08°02'11"E
C14	117.75'	283.00'	23°50'21"	N02°56'27"E
C15	88.80'	1293.00'	3°56'05"	N16°49'40"E
C16	46.44'	60.00'	44°20'54"	N03°22'44"W
C17	357.14'	75.00'	272°50'00"	N03°22'44"W
C18	51.12'	60.00'	48°48'53"	S69°08'12"E
C19	77.20'	1227.00'	3°36'18"	S42°52'22"W
C20	90.29'	217.00'	23°50'21"	S16°39'47"W
C21	397.29'	798.00'	30°01'50"	89.64'
C22	364.38'	608.00'	34°20'16"	S02°56'27"W
C23	286.39'	617.00'	26°35'41"	S06°02'11"W
C24	48.65'	60.00'	46°27'28"	358.95'
C25	357.25'	75.00'	272°54'56"	N12°54'50"E
C26	48.65'	60.00'	46°27'28"	283.83'
C27	259.27'	433.00'	34°18'25"	N16°47'07"E
C28	100.22'	142.00'	40°26'28"	47.33'
C29	146.59'	208.00'	40°22'47"	103.33'
C30	213.46'	367.00'	33°19'29"	N00°26'42"E
C31	317.61'	683.00'	26°38'39"	47.33'
C32	317.38'	542.00'	33°33'02"	S67°12'58"W
C33	68.47'	2682.00'	1°25'12"	S16°45'38"W
C34	154.02'	2748.00'	3°12'41"	S13°18'27"W
C36	120.62'	533.00'	12°57'59"	312.86'
C37	105.69'	467.00'	12°57'59"	S79°18'47"W
C38	71.00'	60.00'	67°48'14"	S81°41'29"W
C39	324.37'	75.00'	247°48'14"	120.36'
C40	48.65'	60.00'	46°27'28"	N83°04'55"W
C41	357.24'	75.00'	272°54'56"	105.46'
C42	48.65'	60.00'	46°27'28"	66.93'

COORDINATE TABLE			
UNIT NO.	NORTHING	EASTING	SQ. FT.
39	10322.32	11888.76	18,830
40	10404.07	11940.25	19,407
41	10407.78	12432.04	11,138
42	10772.08	12452.91	10,702
43	10837.53	12467.89	9,811
44	10906.20	12477.20	9,878
45	10973.31	12480.22	9,904
46	11041.65	12477.16	11,021
47	11323.56	12567.43	11,012
48	11370.26	12576.85	13,587
49	11408.57	12560.40	11,770
50	11435.71	12496.05	12,480
51	11417.81	12453.49	10,525
52	11377.98	12429.38	12,484
53	11313.89	12439.59	9,215
54	11241.57	11423.98	10,395
55	11175.75	12406.70	10,471
56	11111.47	12402.63	10,281
57	11042.30	12410.81	10,292
58	10965.69	12414.17	10,867
59	10888.31	12408.93	10,644
60	10811.53	12394.95	10,432
61	10735.32	12371.86	10,626
62	10668.35	12346.18	10,599
63	12168.79	12349.61	21,917
64	12364.21	12390.60	26,761
65	12318.65	12524.53	19,402
66	12294.86	12613.92	19,005
67	12226.48	12716.57	22,836
68	12247.33	12695.89	31,298
69	12347.16	12601.04	31,103
70	12399.29	12502.88	25,975

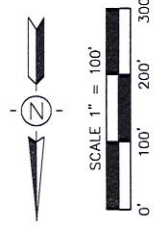
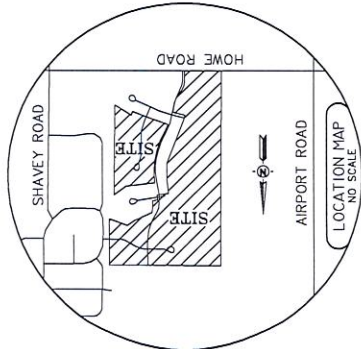
COORDINATE TABLE			
UNIT NO.	NORTHING	EASTING	SQ. FT.
71	12430.55	12392.04	25,341
72	12434.61	12201.07	24,000
73	12452.03	12087.76	20,388
74	12469.61	11996.55	22,020
75	12418.50	11957.52	25,981
76	12388.50	11957.29	24,376
77	12338.86	11991.89	18,091
78	12336.07	12064.87	18,854
79	12368.77	12179.87	23,650
80	12187.32	12286.08	20,242
81	12083.95	12235.97	17,538
82	11983.15	12191.93	16,920
83	11875.81	12166.74	22,123
84	11015.34	11543.74	11,165
85	10941.34	11543.18	10,730
86	10867.34	11542.62	10,730
87	10793.34	11542.06	10,730
88	10695.34	11541.31	14,272
89	10629.35	11540.81	17,550
90	10397.07	11609.32	14,018
91	10367.95	11566.24	16,243
92	10373.84	11514.58	15,504
93	10411.92	11479.16	14,339
94	10472.62	11473.62	11,100
95	10546.61	11474.18	11,100
96	10620.61	11474.74	11,100
97	10694.61	11475.30	11,100
98	10768.61	11475.87	11,100
99	10842.61	11476.43	11,100
100	10916.60	11476.99	11,100
101	10990.60	11477.55	11,100

COORDINATE TABLE			
UNIT NO.	NORTHING	EASTING	SQ. FT.
102	11064.60	11478.11	12,900
103	11150.60	11478.76	12,000
104	11230.60	11479.37	12,750
105	11315.59	11480.01	15,000
106	11415.59	11480.77	15,000
107	11515.59	11481.52	18,825
108	11707.08	11482.98	19,200
109	11835.08	11483.95	15,300
110	11937.08	11484.72	15,900
111	12043.07	11485.52	16,500
112	12153.07	11486.35	17,100
113	12267.07	11487.22	19,608
114	12412.38	11446.32	35,859
115	12486.81	11521.88	36,393
116	12266.57	11553.22	19,068
117	12152.57	11551.52	17,100
118	12042.57	11551.52	16,500
119	11936.58	11550.72	15,900
120	11834.58	11549.94	15,300
121	11706.58	11548.97	19,200
122	11707.33	11797.54	17,100
123	11713.37	11903.37	16,834
124	11647.61	11909.11	19,097
125	11641.35	11799.30	19,097
126	11520.32	11547.56	17,739
127	11425.33	11546.84	14,012
128	11330.33	11546.12	14,012
129	11290.33	11545.52	11,600
130	11170.33	11544.91	11,600
131	11092.33	11544.32	11,310

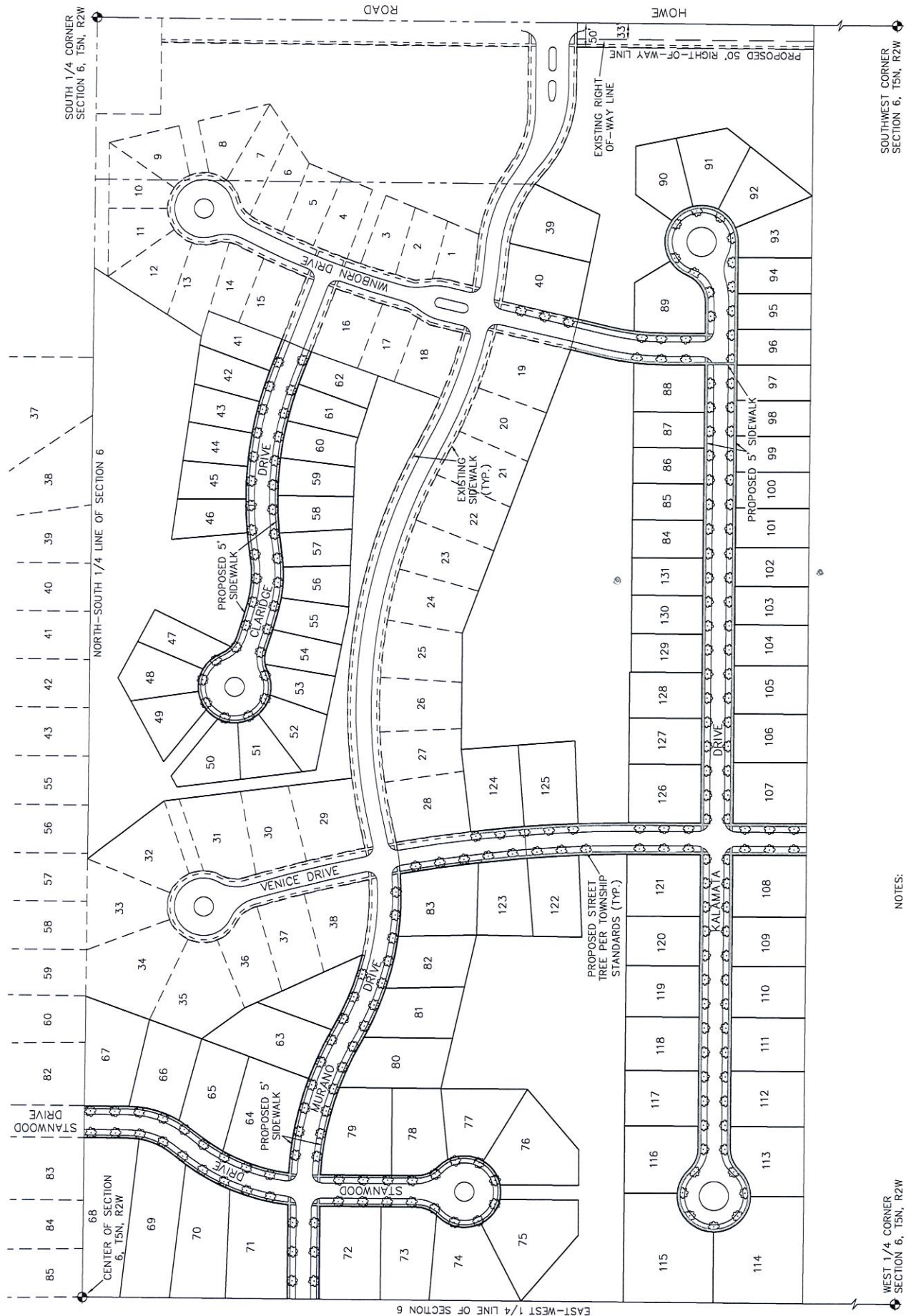




REPLAT NO. 2  
CROWNER FARMS CONDOMINIUM



*DD Pascoe*  
11/27/19



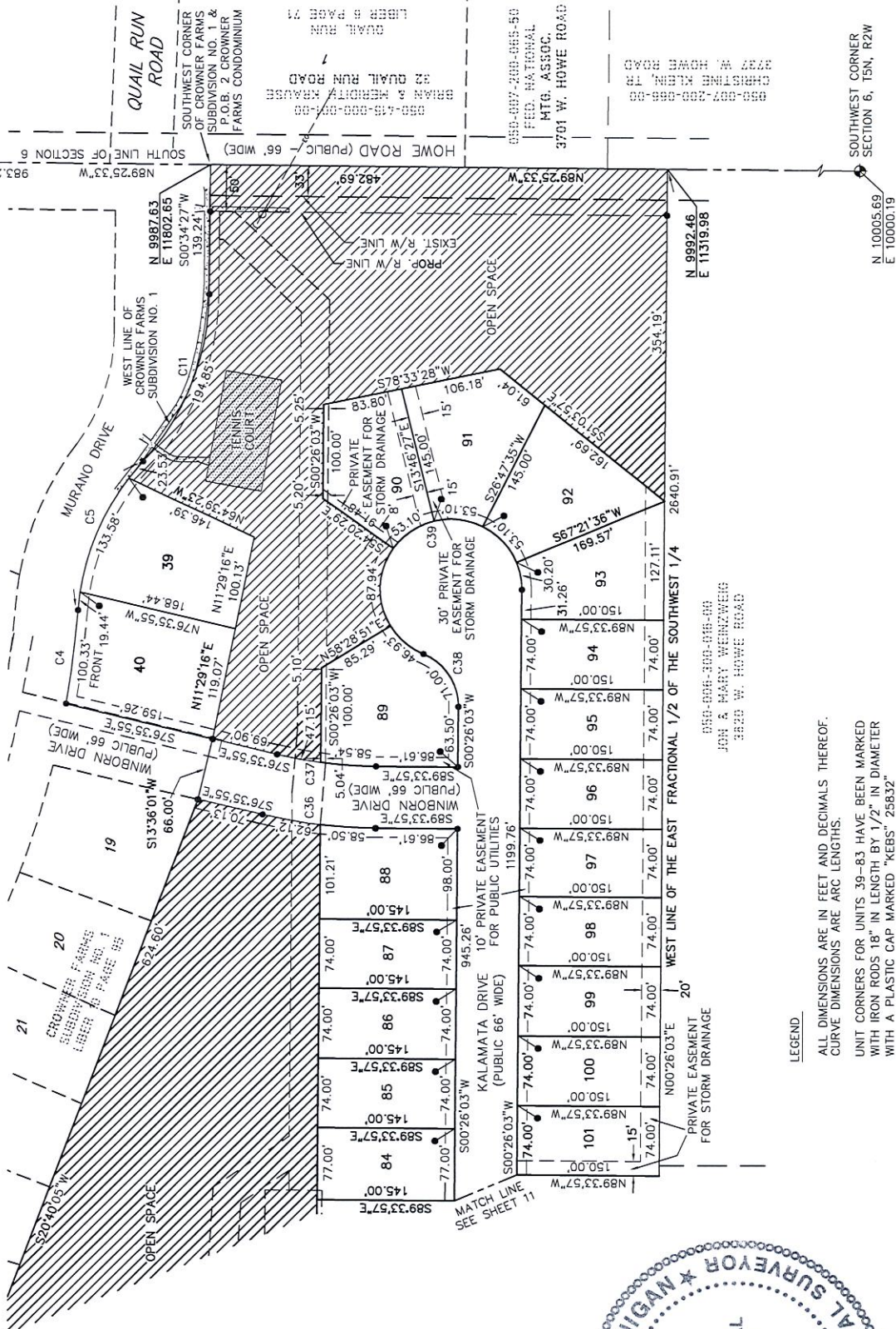
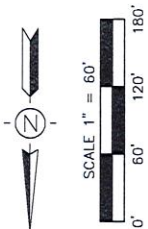
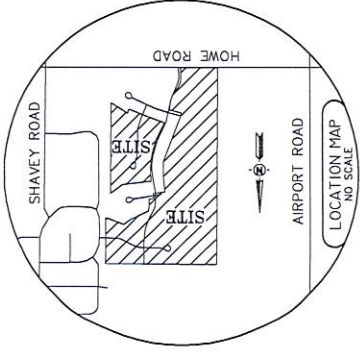
- NOTES:
- 1. SIDEWALKS AND STREET TREES SHALL BE INSTALLED PER THE ZONING ORDINANCE REQUIREMENTS FOR THE CHARTER TOWNSHIP OF DEWITT.
  - 2. PROPOSED TREE LOCATIONS ARE APPROXIMATE AND MAY NOT BE EXACT FINAL LOCATION.

PREPARED BY:  
KEBS, INC.  
2116 HASLETT ROAD  
HASLETT, MICHIGAN 48840  
92775.CND

Proposed Date: November 27, 2019  
SIDEWALK & STREET TREE PLAN SHEET 8 OF 12



REPLAT NO. 2  
CROWNER FARMS CONDOMINIUM



- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENTS
- COORDINATE LOCATION
- NORTHING COORDINATE
- EASTING COORDINATE

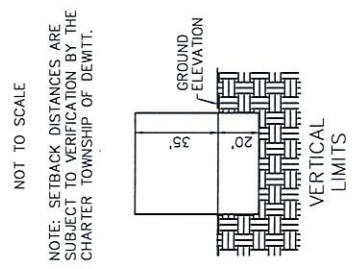
UNITS 84-101 ARE AS BUILT



11/27/19

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KEBS, INC.  
2116 HASLETT ROAD  
HASLETT, MICHIGAN 48840  
92775.CND

LEGEND  
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
CURVE DIMENSIONS ARE ARC LENGTHS.  
UNIT CORNERS FOR UNITS 39-83 HAVE BEEN MARKED WITH IRON RODS 18" IN LENGTH BY 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "KEBS" 25832"  
UNIT CORNERS FOR UNITS 84-131 HAVE BEEN MARKED WITH IRON RODS 18" IN LENGTH BY 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "PASCOE 54434"  
STEEL BARS 1/2" IN DIAMETER 36" LONG ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL CORNERS MARKED "o".  
STEEL BARS 1/2" IN DIAMETER ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN FOUND AT ALL CORNERS MARKED "•".

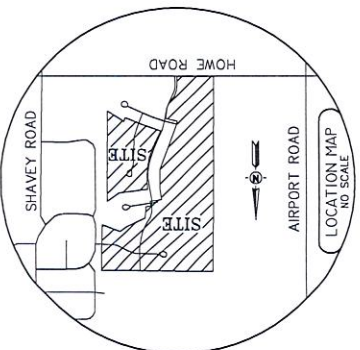
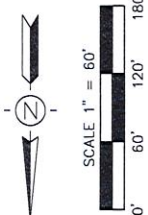


NOTE: SETBACK DISTANCES ARE SUBJECT TO VERIFICATION BY THE CHARTER TOWNSHIP OF DEWITT.

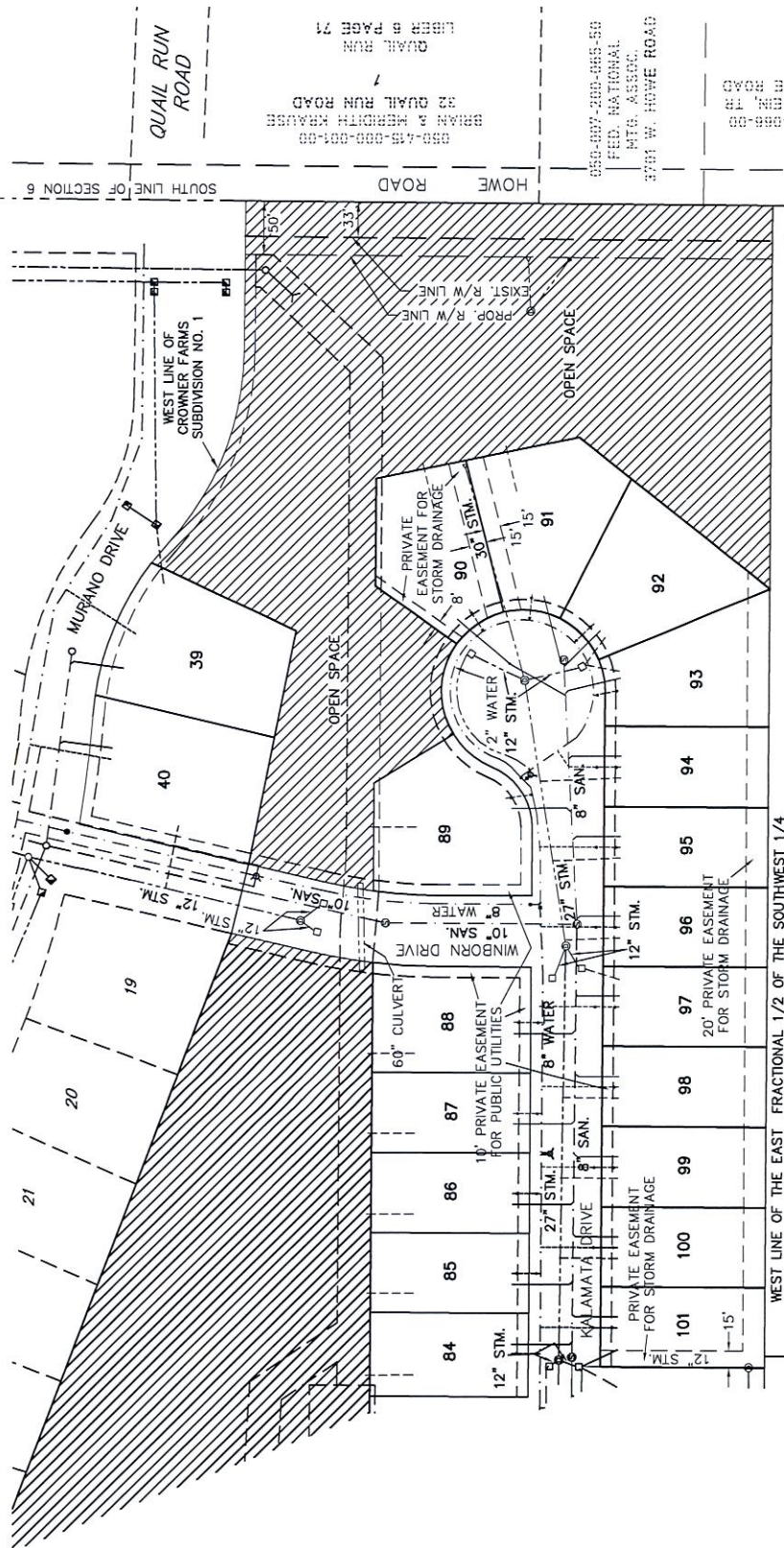
Proposed Date: November 27, 2019  
SITE PLAN  
SHEET 9 OF 12



REPLAT NO. 2  
CROWNER FARMS CONDOMINIUM



SOUTH 1/4 CORNER  
SECTION 6, T5N, R2W



- LEGEND
- DEED LINE
  - EX. SANITARY SEWER
  - PROP. SANITARY SEWER
  - EX. STORM SEWER
  - PROP. STORM SEWER
  - EX. WATER MAIN
  - PROP. WATER MAIN
  - EX. MANHOLE
  - PROP. SANITARY MANHOLE
  - EX. FIRE HYDRANT
  - PROP. FIRE HYDRANT
  - PROP. WATER VALVE
  - EX. CATCH BASIN
  - PROP. CATCH BASIN



*D. Pascoe*  
11/27/19

UTILITY	SOURCE OF INFORMATION	STATUS
ELECTRIC	CONSUMERS ENERGY	AS BUILT
WATER	BOARD OF WATER & LIGHT	AS BUILT
SANITARY: OWNER	DEWITT TOWNSHIP	AS BUILT
SANITARY: MAINTENANCE	SOUTHERN CLINTON CO. MUNICIPAL UTILITY AUTHORITY	AS BUILT
GAS	CONSUMERS ENERGY	AS BUILT
STORM	CLINTON COUNTY DRAIN	AS BUILT

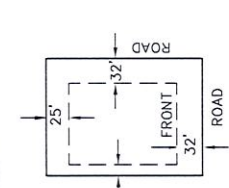
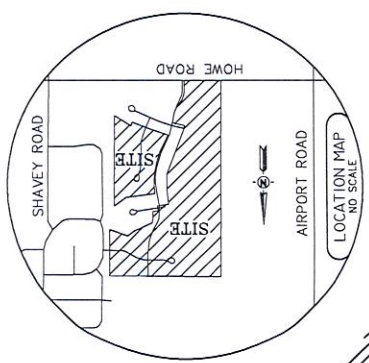
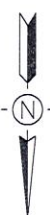
NOTE: THE UTILITY INFORMATION SHOWN HEREON ARE NOT THE ACTUAL DESIGN PLANS. PLEASE CONTACT THE LOCAL OFFICIALS HAVING JURISDICTION IN THIS AREA TO OBTAIN THEM.

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HASLETT, MICHIGAN 48840  
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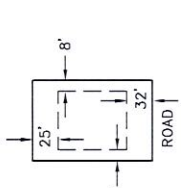
Proposed Date: November 27, 2019  
UTILITY PLAN SHEET 10 OF 12



REPIAT NO. 2  
CROWNER FARMS CONDOMINIUM

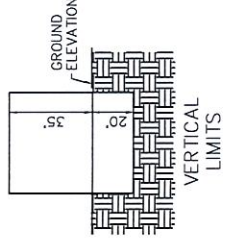


BUILDING SETBACKS  
CORNER LOTS  
(TYPICAL)

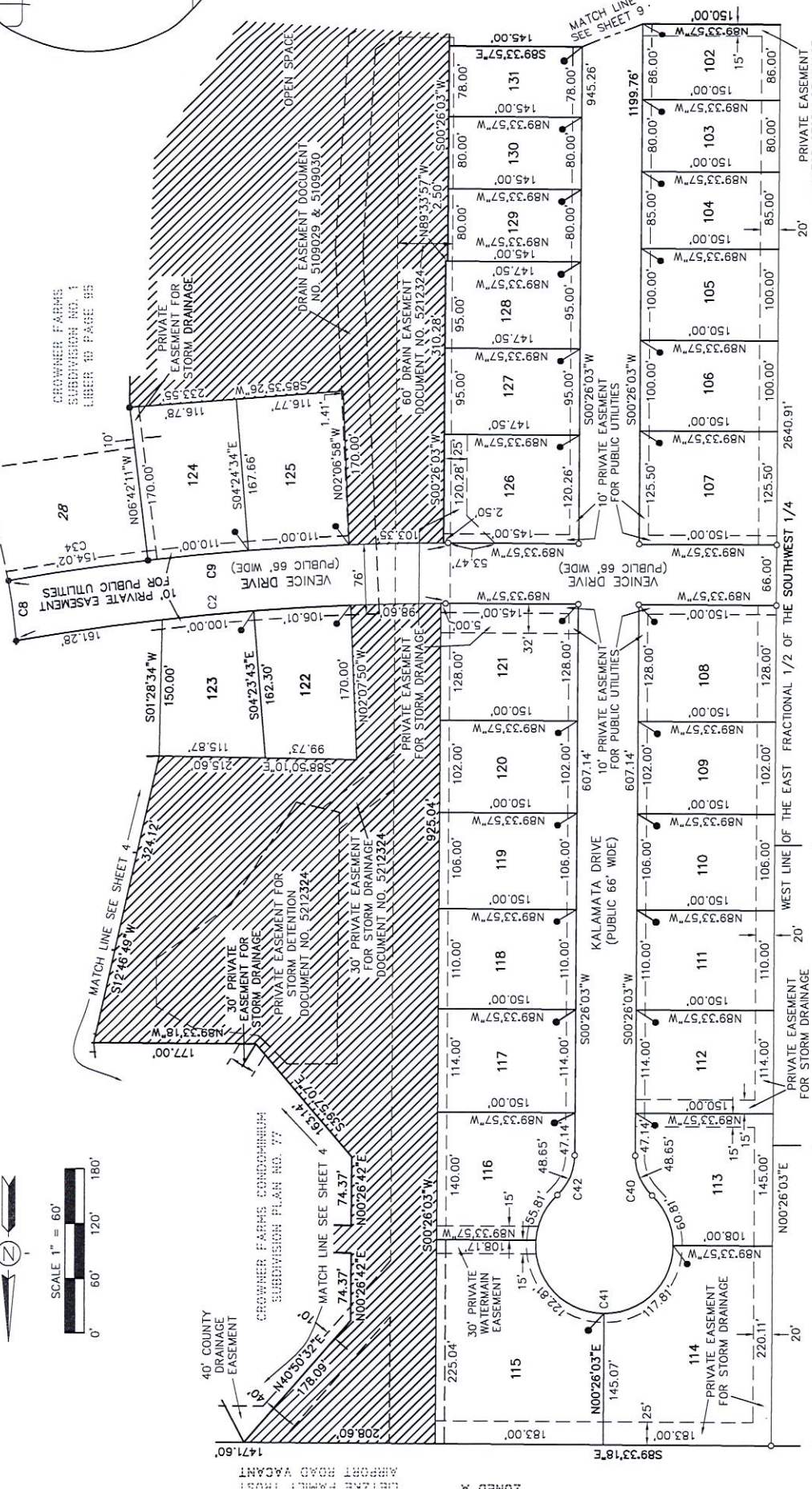


BUILDING SETBACKS  
(TYPICAL)

NOTE: SETBACK DISTANCES ARE  
SUBJECT TO VERIFICATION BY THE  
CHARTER TOWNSHIP OF DEWITT.



VERTICAL  
LIMITS



050-006-300-005-51  
TUTELA, LLC  
AIRPORT ROAD VACANT

050-006-300-005-00  
JERRY L. & PATRICIA A. EARLS  
11499 AIRPORT ROAD

050-006-300-005-00  
JEFF & BETHANY BROWNEE  
15585 AIRPORT ROAD

050-006-300-005-00  
JERRY L. & PATRICIA A. EARLS  
11499 AIRPORT ROAD

050-006-300-005-00  
JERRY L. & PATRICIA A. EARLS  
11499 AIRPORT ROAD

- LEGEND
- LIMITS OF OWNERSHIP
  - COORDINATE LOCATION
  - GENERAL COMMON ELEMENTS
  - NORTHING COORDINATE
  - EASTING COORDINATE

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
CURVE DIMENSIONS ARE ARC LENGTHS.

UNIT CORNERS FOR UNITS 39-83 HAVE BEEN MARKED  
WITH IRON RODS 18" IN LENGTH BY 1/2" IN DIAMETER  
WITH A PLASTIC CAP MARKED "KEBS" 25832"

UNIT CORNERS FOR UNITS 84-131 HAVE BEEN MARKED  
WITH IRON RODS 18" IN LENGTH BY 1/2" IN DIAMETER  
WITH A PLASTIC CAP MARKED "PASCOE 54434"

STEEL BARS 1/2" IN DIAMETER 36" LONG ENCASED IN  
CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL  
CORNERS MARKED "C".

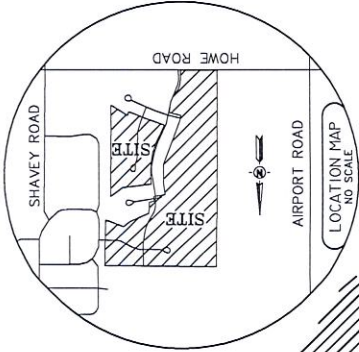
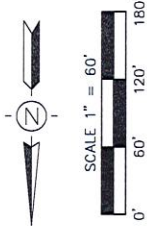
STEEL BARS 1/2" IN DIAMETER ENCASED IN CONCRETE  
4" IN DIAMETER HAVE BEEN FOUND AT ALL CORNERS  
MARKED "C".

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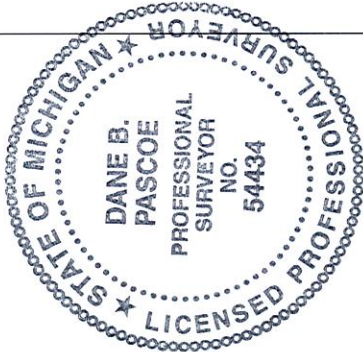
Proposed Date: November 27, 2019  
SHEET 11 OF 12  
SITE PLAN



REPLAT NO. 2  
CROWNER FARMS CONDOMINIUM

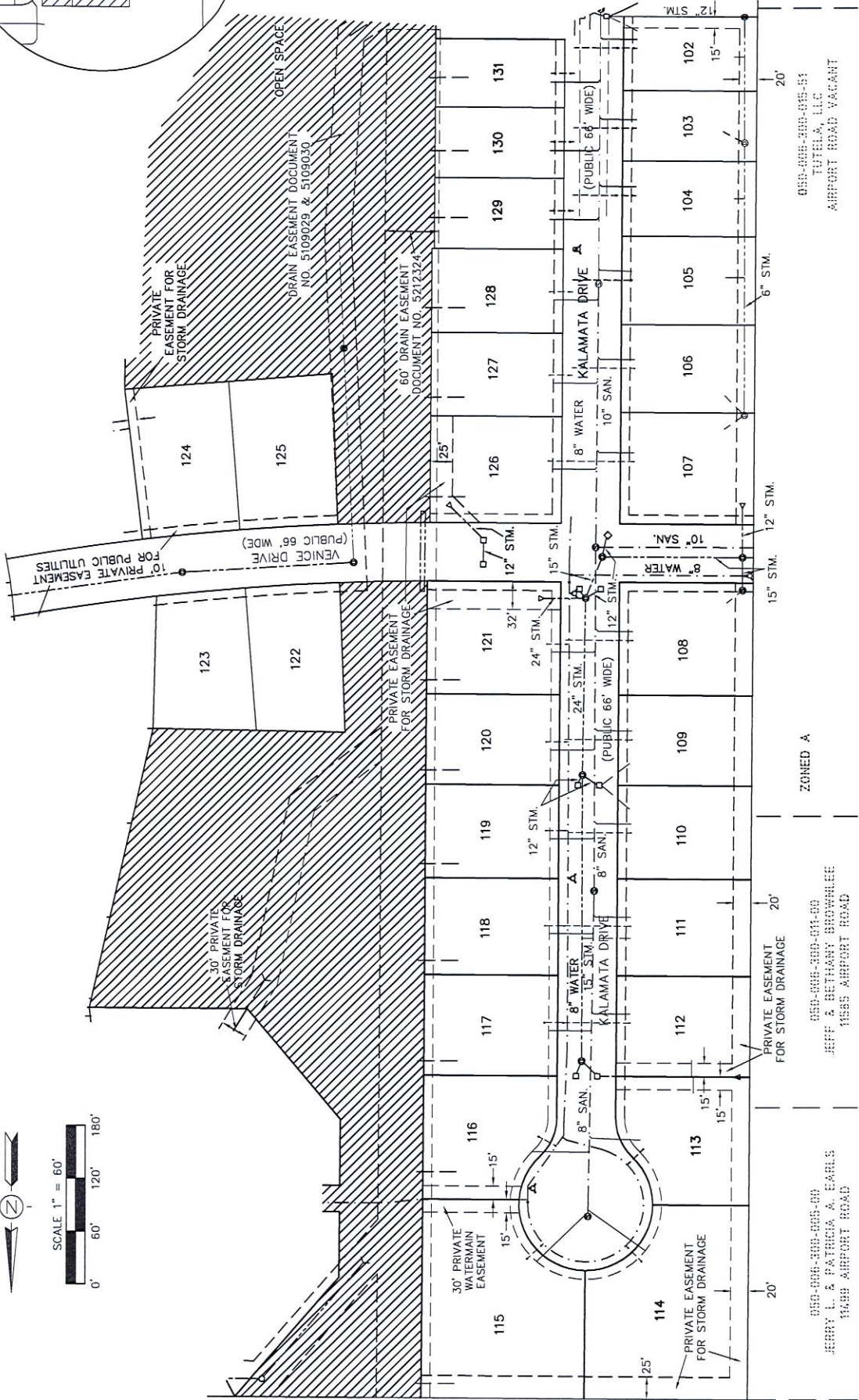


LEGEND	
—	DEED LINE
—	EX. SANITARY SEWER
—	PROP. SANITARY SEWER
—	EX. STORM SEWER
—	PROP. STORM SEWER
—	EX. WATER MAIN
—	PROP. WATER MAIN
○	EX. MANHOLE
●	PROP. SANITARY MANHOLE
●	PROP. STORM MANHOLE
—	EX. FIRE HYDRANT
—	PROP. FIRE HYDRANT
—	EX. WATER VALVE
—	PROP. WATER VALVE
□	EX. CATCH BASIN
□	PROP. CATCH BASIN



*D. Pascoe*  
11/27/19

Proposed Date: November 27, 2019  
UTILITY PLAN SHEET 12 OF 12



UTILITY	SOURCE OF INFORMATION	STATUS
ELECTRIC	CONSUMERS ENERGY	MUST BE BUILT
WATER	BOARD OF WATER & LIGHT	MUST BE BUILT
SANITARY: OWNER	DEWITT TOWNSHIP	MUST BE BUILT
SANITARY: MAINTENANCE	SOUTHERN CLINTON CO. MUNICIPAL UTILITY AUTHORITY	MUST BE BUILT
GAS	CONSUMERS ENERGY	MUST BE BUILT
STORM	CLINTON COUNTY DRAIN	MUST BE BUILT

NOTE: THE UTILITY INFORMATION SHOWN HEREON ARE NOT THE ACTUAL DESIGN PLANS. PLEASE CONTACT THE LOCAL OFFICIALS HAVING JURISDICTION IN THIS AREA TO OBTAIN THEM.

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