

**DECLARATION OF DEED RESTRICTIONS**  
**SUNDANCE MEADOWS No. 3 SUBDIVISION**

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**AMENDED DECLARATION OF DEED RESTRICTIONS  
SUNDANCE MEADOWS No. 2 SUBDIVISION**

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NEW CORP, a Michigan corporation, PO Box 663, Howell, Michigan 48844, (“Developer”) hereby declares the property known as Sundance Meadows No. 3 and described in attached Exhibit “A”. Sometimes, hereinafter, referred to as (“Plat”) is to be held, conveyed and occupied subject to the following covenants, conditions, restrictions, disclosures and general provisions (“Declarations”) which are to run with the land and are to be binding upon, and inure to the benefit of, all parties having any right, title or interest in the Plat and their heirs, successors and assigns. This Declaration is to be recorded in connection with the recording of the final Plat for Sundance Meadows No. 3 as recorded at Liber of Plats, \_\_\_\_ Pages \_\_\_\_\_, of the Livingston County, Michigan records.

These covenants, conditions, restrictions and Declarations are to protect the aesthetic appeal of Sundance Meadows No. 3, the usefulness of these properties for their intended purpose, the privacy of individual homeowners and value of properties within Sundance Meadows No. 3.

**HOMEOWNERS’ ASSOCIATION**

1. A Homeowners’ Association for Sundance Meadows and Sundance Meadows No. 2 (“Association”) which may be consolidated with the Homeowners’ Association(s) for future development of property owned by the Developer has been established. Lot owners, except, builders, approved by the Developer, holding lots for sale, will be members of the consolidated Association. All rights and obligations of the Developer, with respect to Sundance Meadows No. 3, will ultimately be transferred to the Association. Each lot in Sundance Meadows No. 3 is to be subject to the Articles of Incorporation and Bylaws of the Association. The Association may be further consolidated with the Homeowners’ Association(s) for future development of property owned by the Developer. All voting in Association affairs shall be on a one (1) vote per lot basis. The Association shall arbitrate disputes arising as a result of this Declaration.

2. The Association has authority to impose fines for violations of these Declarations, as provided in their Bylaws; regulate the use of common areas, impose dues and special assessments as are necessary to pay its expenses and costs with regard to community affairs, boulevard islands and any common elements, such as; entrance sign and landscaping, trails, sidewalks, storm water detention areas, recreation areas and other common areas which may be deeded in the future. Any dues, assessments or fines which are made shall be due and payable within thirty (30) days of billing. In the event any lot owner fails to pay dues, assessments or fines when due, the Association may record a statement in the Office of the Register of Deeds showing the amount due, which shall be a lien against the property. The Association shall have the right to bring an action in a court of competent jurisdiction to collect unpaid dues, interest, penalty fees, assessments and costs of collection, including but not limited to, attorney fees and court costs and to foreclose liens levied. Association dues shall become due January 30 of the year following purchase of a lot and each January 30<sup>th</sup> thereafter or on such date(s) as set by the Association. Dues are presently one hundred-fifty dollars (\$150.00) per year for individual lot owners. No dues shall be due from builder approved by the Developer until all maintenance responsibilities are turned over to the Association by the Developer or December 30, 2007, whichever is first.

3. The Association shall have the right to enter upon any land within the Plat to correct or remove any violation of this Declaration and to charge all costs of correction or removal against the offending lot or removed item(s) as a lien.

**ARCHITECTURAL CONTROL RESTRICTIONS**

4. An Architectural Control Committee (“Committee”) shall be established. The Committee shall initially consist of Fred Brown, President of New Corp, William Hamway and Martin Hamway, who shall have one (1) vote each. Other Committee members may be added or removed by majority vote of the initial Committee. By the time all of the dwellings in Sundance Meadows No. 3 are occupied, responsibility for appointment of Committee members is to be transferred to the Association. An additional Architectural Control Committee (“Committee”) for enforcement of these Declarations and restrictions after a lot is first occupied has been authorized by the Developer. The Association Committee is governed by the Association, as determined by their Board of Directors. Reference to Committee, herein, refers to both committees, the difference in authority being pre and post first occupancy of a dwelling.

5. All lots shall be used for single-family residential purposes only. Minimum living area per dwelling unit shall be as follows:

1 Story dwellings	1,900 square feet
2 Story and multi-level dwellings	2,300 square feet (1,400 min. s.f. on first floor)

Computations of living area shall be exclusive of basements, garages, decks, breezeways, porches, and other areas not normally considered living areas.

6. Unless a greater setback is required by the Marion Township Zoning Ordinance, all dwellings and accessory structures shall be setback from lot lines as follows: Minimum front setback; 70 feet. Minimum side setback is 15 feet, minimum rear setback is 25 feet. There is a landscape buffer along Coon Lake Road, see paragraph 19.

7. No dwelling, outbuilding, deck, hot tub, swimming pool or other structure, nor activity of any type requiring Committee approval, shall be commenced or constructed, and no exterior addition or alteration shall be made, until the plans and site plan therefore have been submitted to and approved in writing by the Committee. The Committee may disapprove plans because of non-compliance with building and use restrictions set forth herein, or because of any matter or thing which, in the sole discretion and judgment of the Committee, would render the proposed improvements or alteration inharmonious with the improvements on other lots or out of keeping with the objective to preserve and enhance the attractiveness and value of properties within Sundance Meadows No. 3. See paragraph 2 concerning fines for violations.

8. The Association shall establish a Beautification Committee to oversee the maintenance of the entrance areas, park areas and any other areas the Association deems reasonable.

9. Similar dwellings shall have a minimum of six (6) lots between them. There shall be a limit of four (4) similar dwellings in Sundance Meadows No 3. Architectural elements from Paragraph ten (10) may be utilized in case of duplicate plans, if, solely in the opinion of the Committee, such elements provide for architectural variety.

10. Some of the following aesthetic amenities shall be required by the Committee on front elevations and rear elevations to a lesser extent: Offsets in elevation lines, brick, stone, porches, shutters, pillars, posts, decorative railing, bay windows, arched windows, roof overhangs of twelve (12) inches or more, breaks in roof lines, hip roofs, gables and/or dormers.

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11. Exterior building materials shall be brick, wood, stone, faux stone and/or vinyl siding. Exterior color selections shall be subject to Committee approval. There shall be no more than twelve (12) inches of exposed concrete or block on front elevations, or eighteen (18) inches on elevations with a walkout entrance. Roofs shall have a minimum pitch of seven (7) vertical to twelve (12) horizontal on a minimum of eighty percent (80)% of the roof surface area. Roof vents and plumbing stacks shall be a color that blends with the roof. Plumbing stacks shall not exit through the front roof.

12. Each dwelling shall have an attached garage with interior dimensions equaling a minimum of seven-hundred (700) square feet. There is no limitation on the maximum size of attached garage space, except as provided in Paragraph number 7. The site plan including well, septic and utility locations on lots 80 and 91 through 101 shall provide for additional attached garage space equaling five hundred (500) square feet which may be built when the dwelling is constructed or at a future date. The number of car doors in garages is subject to Committee approval. Garaging area(s) may be split into separate areas, including basements on walk-out sites, if in the opinion of the Committee, the overall home design is consistent with Paragraph numbers 10 and 11. Carports are not permitted. The driveway and any additional parking space shall be paved prior to occupancy. The Committee may approve other arrangements for driveway paving. Side entrance garages shall have at least one (1) window consistent with the front windows of the dwelling on the side facing the street.

13. No fencing shall be installed by lot owners on property lines. Neighboring property owners, outside of the Plat, may install fencing where they abut on the lot lines of lots 82 through 90, 105 through 116 and 119 through 123. Decorative wood fencing, not exceeding forty-eight (48) inches in height or a total of fifty (50) feet in length, may be utilized as part of a landscape scheme inside property lines. Fencing shall be allowed for a pet run not enclosing more than two hundred (200) square feet and/or within thirty (30) feet of a lot line. Wind break and hedge plantings, not exceeding fifty (50) feet in total length shall be allowed, except between the front building-line of the dwelling and the street or in locations which would obstruct a neighbor's view of pond areas, in the opinion of the Committee, without the written consent of the effected lot owner. Location, color and design of fencing for pets or pools, and fencing exceeding fifty (50) feet in length, other windbreaks or hedges are subject to Committee approval, see paragraph 7. No trees may be planted more than twenty-five (25) feet away from a home, which may obscure the view of a pond from the neighboring property on lots 74, 75, 91 and 101 without the written consent of the Committee and the effected neighbor. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without Committee approval.

14. One (1) accessory structure ("Accessory Structure") which is a structure not attached to the dwelling, not exceeding twelve-hundred (1,200) square feet in area, shall be allowed on all lots except lots 80 and 91 through 101. One Accessory Structures not exceeding two-hundred-fifty (250) square feet in area, twelve (12) feet in height and thirty (30) feet or less from the dwelling (at the closet point) may be built on lots 80 and 91 through 101. Accessory Structures shall be located behind the rear building-line of the dwelling except where, in the opinion of the Committee, such location is not practical. Accessory Structure site plan, exterior appearance, orientation of doors, height, and construction materials are subject to Committee approval, see paragraph 7. If the Committee determines an Accessory Structure may adversely affect neighboring lot(s) the Committee may require the written consent of those lot owner(s) before approval. Exterior materials, colors and minimum roof pitch, from paragraphs 9, 10 and 11 shall

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also apply to Accessory Structures. No structure or Accessory Structure shall be located in an area designated as a storm drainage easement on the Plat; or, over a septic tank or septic field or the area designated as septic reserve field without permission of the Livingston County Health Department. Metal, plastic and aluminum storage sheds are prohibited. Any other freestanding structure, including pool changing rooms and potting sheds, not attached to the dwelling, are considered Accessory Structures and must be inside of or attached to an Accessory Structure on lots with an Accessory Structure. Children's play structures are exempt from these provisions. Children's play houses exceeding eighty (80) square feet or nine (9) feet in height shall be considered an Accessory Structure. Structures not exceeding thirty (30) square feet in area or five (5) feet in height to enclose pool pumps and filters are not considered Accessory Structures. Driveways connecting the main driveway and Accessory Structure may be gravel, subject to Committee approval of maximum area and location.

15. Above-ground swimming pools are prohibited. Below grade swimming pools shall be allowed with location and appearance (including the color of pool fencing and pump enclosures) subject to Committee approval, see paragraph 7. See paragraph 14 concerning pool changing room facilities. Decks and hot tubs which are located in the rear of a dwelling; do not extend more than five (5) feet beyond the side line of the dwelling, and do not have privacy screening except within thirty (30) feet behind the dwelling, and are attached to the dwelling by a deck may be installed without Committee approval. Any portion of deck more than 2 feet off of the ground shall be visually screened under the deck except when such deck is on a house with a walkout basement then only portions of such deck more than 2 feet off of the ground and do not interfere with the practical use of the walkout shall be screened. Variance from these restrictions may be granted by the Committee, when in the opinion of the Committee such design is the most practical and will not be objectionable when viewed from neighboring houses or the street, provided such variance is sought prior to commencement of construction, see paragraph 7. Application for variance may be approved or denied at the sole discretion of the Committee.

16. Outdoor television and radio antennas are prohibited. Satellite dishes, not exceeding thirty-six (36) inches in diameter, of a color to blend with the surrounding area, may be mounted on the rear wall of the dwelling, or on the rear dwelling roof, with the top of the dish below the roof peak. Other satellite dishes and/or locations may be approved by the Committee if, in their opinion, sufficient screening is provided.

17. No sign, flag pole, tennis court or other temporary or permanent fixture shall be placed, erected, or maintained outdoors on any lot without Committee approval, except one sign advertising the builder of the house on that lot, provided they are a builder approved by the Developer, and one sign for sale or lease by owner or a licensed real estate broker. The Developer reserves the right to enter upon any lot to remove any sign or anything it deems not in the Developers best interest, at the Developers sole discretion. Basketball backboards must be clear plastic or glass and may not be mounted on any part of the dwelling. Children's play structures are exempt from these provisions. See paragraph 14 concerning play houses.

**GENERAL RESTRICTIONS**

18. No unsightly condition shall be maintained on the grounds, or on any patio, porch or deck. All homes, Accessory Structures and other things or objects, properly belonging, outdoors are to be maintained in good repair. Trash and refuse of any kind must be stored in an enclosed

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container and is kept out of sight, except for trash collection day. Materials for construction and alteration of structures may be stored outdoors for periods not exceeding fifteen (15) days. No bicycles, chairs or other objects may be left unattended on or about the front yard.

19. Lawn seeding or sodding shall be completed within ninety (90) days after occupancy, or, if winter interferes, by the 31st of May following occupancy. All grass is to be mowed regularly including the grass outside of the lot lines, to the road pavement, particularly for corner lots and the grass within the entrance sign easement on lots 78 and 79. Existing naturally wooded areas must be mowed or not mowed according to the planning and direction of the Association. Lot owners adjacent to the parks shall maintain the area between their lot lines and the waters edge within the park, according to the planning and direction of the association. The area within Coon Lake Road between the lot lines for lots 71, 72, 78, 79 and 102 through 105 and the pavement of Coon Lake Road is to be maintained as determined by the Association. Reasonable care shall be taken to prevent the growth of flowering weeds in lawn areas.

20. No trailers, boats, motor homes, campers, motorcycles, snowmobiles or all-terrain vehicles or other vehicles, may be parked or stored upon any lot, unless parked indoors, for more than two days or more than twice in any 30 day period, for loading and unloading purposes only. There shall be no on-street parking, except for guest's vehicles, if on-site parking areas are full. No inoperable vehicles, unlicensed or commercial vehicles (unless making deliveries or working upon the premises) may be parked or stored upon any lot, unless parked indoors. No vehicles of any sort may be parked on any grassed areas at any time.

21. No animals shall be kept or bred for commercial purposes. Animals commonly deemed to be household pets may be kept. Animals shall be treated humanely and properly restrained at all times. Buried or "invisible" type fencing may be used for pet confinement. Buried fencing shall not be in any part of the yard less than fifty (50) feet behind any street curb. Pets shall be cared for so they are not objectionable or offensive on account of noise, odor or unsanitary conditions.

22. Outdoor lighting shall be screened or directed to prevent glare toward the street and neighboring homes. Floodlights activated by motion sensors or other devices shall be properly maintained to prevent excessive activation. Manually switched floodlights may be left on only while necessary for outdoor activities. General illumination porch lights, not exceeding one hundred fifty (150) watts total per entrance door, may be used at any time.

23. No living trees measuring four (4) inches or more in diameter three (3) feet above the ground may be removed without Committee approval. Existing naturally wooded areas must be mowed or not mowed according to the planning and direction of the Association.

24. A homeowner may conduct not more than one (1) household sale, including garage or yard sales, in a calendar year, and for no longer than four (4) consecutive days. In addition, the Association may provide for one (1) neighborhood sale per year, as it deems reasonable.

25. No improper or unlawful activity shall be carried out in any house or on any lot, nor shall anything be done which may become an annoyance or nuisance. Home-based occupations shall be allowed, subject to Marion Township regulation. No firearms may be discharged.

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**SIDEWALKS, ISLANDS, COMMON ELEMENTS, TRAILS, AND PARKS**

26. Sidewalks shall be installed by the lot owner adjacent to lots 64 through 68, 73, 74, 80, 91 through 101 and 114 through 117 within the road right-of-way. Such sidewalks shall be constructed to specifications and located as directed by the Developer and the Livingston County Road Commission and maintained, as determined by the Developer and Association. The Developer may install sidewalks and trails in common areas, at its expense. Expenses for maintenance of sidewalks and trails in common areas shall be the responsibility of the Association. The right to install additional sidewalk within any road right-of-way is reserved for the Association. Any such additional sidewalk shall be installed at the expense of the association. Should the Association install sidewalk at the front of any lot, maintenance of such sidewalk shall become the responsibility of the lot owner. The Association shall have the right to replace any portion of sidewalk it deems necessary either at Association expense or as a special assessment to any lot owner(s) it deems appropriate. More formal walking trails comprised of wood chips, blacktop, concrete and/or stone may be installed by the Developer or the Association in common areas. Maintenance of such trails shall be the responsibility of the Association. Sidewalks and trails may not be used for motorized vehicles or for any other use, as determined by the Association. If future development of the Developer has boulevard islands, cul-de-sac islands, trails, parks, sidewalks or other common elements, then such elements may be available for reciprocal use and enjoyment of Association members. Sidewalks and trails shall be for the use and enjoyment of Association members, the members of Homeowners' Associations(s) and their guests, of future subdivisions of the Developer. Responsibility for such areas may be transferred and/or deeded to the Association. The Developer may elect to retain control of use and/or maintenance of some or all common elements, up to and including such time as all future phases or future development is completed.

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**LIVINGSTON COUNTY ROAD COMMISSION REQUIREMENTS**

27.1 No trees shall be planted within the road right-of-way (generally 17.5 feet from back of curb). Any landscaping within the right of way shall be done with plantings that, if left unattended, shall have a mature height of less than eighteen inches. Rocks used for landscaping within the road right of way shall be less than six inches and arranged in such a way that they do not present a hazard to the public. Determination of hazard shall be solely a matter of the Livingston County Road Commission Board based on its authority and responsibility to maintain the streets in a manner reasonably safe and convenient for public travel.

27.2 A clear vision area shall be maintained in the road right of way and from the center of any driveway approach or intersection per Livingston County Road Commission standards.

**STORM WATER DRAINAGE AND DETENTION – DRAINAGE DISTRICT**

28.1 The Plat is a part of a drainage district known as the “Sundance Meadows Subdivision Drain Drainage District” as first recorded at Liber 2691, Pages 0529-0534, Livingston County Register of Deeds.

28.2 There are drainage easements over all park areas and several lots for purposes of construction, maintenance, and improvement of storm water drainage and detention as designated on the Plat. The Developer and the Livingston County Drain Commissioner, and their agents, contractors, and designated representatives shall have the right of entry on, and to gain access to the easement property.

28.3 No lot owner shall disturb the grade or otherwise modify the areas within the easements in any way inconsistent with the drain. No lot owner shall install, maintain, repair, or replace landscaping materials located within Drainage Easement areas lying within such lot owner’s area in any way inconsistent with the use of the Drainage District. All lot owners shall release Grantee and its successors, assigns, or transferees from any and all claims to damages in any way arising from or incidental to the construction and maintenance of the Drain, or otherwise arising or incidental to the exercise by the Drainage District of its rights under said easements, and all lot owners covenant not to sue the Drainage District for any such damages.

28.4 All costs relating to the maintenance and improvement of the Sundance Meadows Drainage District shall be born by the Drainage District, and assessed to the lot owners pursuant to Act No. 40 of the Public Acts of 1956, as amended.

28.5 Minimum Basement Elevations: The lowest allowable basement opening elevation shall be as listed below and as shown on the plans as reviewed and approved by the Livingston County Drain Commissioner's (LCDC) office. Plans are on file at the LCDC office. Buildings constructed with finish grades below these elevations may not have adequate surface drainage.



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LOWEST BASEMENT OPENING			LOWEST BASEMENT OPENING		
<u>LOT #</u>	<u>REAR YARD</u>	<u>FRONT YARD</u>	<u>LOT #</u>	<u>REAR YARD</u>	<u>FRONT YARD</u>
64	960	968	94	988	988
65	960	968	95	988	988
66	954	962	96	984	988
67	966	966	97	984	984
68	968	976	98	978	978
69	978	970	99	980	980
70	982	990	100	976	976
71	976	984	101	980	972
72	960	970	102	976	976
73	958	966	103	974	972
74	958	966	104	970	972
75	960	968	105	964	972
76	964	964	106	968	972
77	970	970	107	986	986
78	974	974	108	990	990
79	968	976	109	990	990
80	980	980	110	988	988
81	972	972	111	988	988
82	984	978	112	988	988
83	980	980	113	978	986
84	978	978	114	980	980
85	976	976	115	986	986
86	982	976	116	986	986
87	976	974	117	984	990
88	984	984	118	986	986
89	984	984	119	988	988
90	980	976	120	988	988
91	980	978	121	990	990
92	978	986	122	990	990
93	988	988	123	990	990

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**RESTRICTIONS FROM THE LIVINGSTON COUNTY HEALTH DEPARTMENT**

- 29.1 No lot shall be used for other than a single-family dwelling.
- 29.2 There shall be no future subdividing of any building lots, which would utilize individual onsite sewage disposal and/or water supply systems.
- 29.3 “Sundance Meadows No. 3” Subdivision has been approved for 60 individual lots as described in Desine, Inc. Job #9745 site plan dated November 26, 2003. The septic and wells shall be located in the exact area as indicated on the preliminary plans as submitted.
- 29.4 The reserve septic locations as designated on the preliminary plan on file at the Livingston County Department of Public Health must be maintained vacant and accessible for future sewage disposal uses.
- 29.5 There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.
- 29.6 Written engineer certification as to abandonment of gravel road for 1860 Triangle Lake Road and that the road has not affected well or septic locations. This includes Lots 76, 77, 89, and 90.
- 29.7 The test wells used to determine onsite water supply adequacy have been drilled on Lots 66, 77, and 117. If these wells are not intended for use as a potable water supply, then they must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.
- 29.8 The active and reserve septic areas shall be prepared according to the information submitted by the engineer on Lots 71, 81, 86, 104, 105, 106. Elevation and design specifications have been submitted to the Livingston County Department of Public Health for review and have been approved. Engineer certification is required prior to final plat and deed approval indicating that these lots have been prepared under engineer guidelines and written certification is required along with an “as-built” drawing depicting the original grades and final constructed grades in the cut and/or fill areas.
- 29.9 The onsite sewage disposal systems for lots 64-70, 72-80, 82-85, 87-103, 105, and 107-123 will require the excavation of slow permeable soils to a more permeable soil ranging between 3.5 – 10 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.
- 29.10 Due to elevation differences between proposed house grades and septic locations, Lot 98 and 99 may require a pump type sewage disposal system. If pumping is necessary, engineer specifications for a pump size and design must be submitted prior to permits being issued.
- 29.11 Lot 107 will require an enlarged system due to the heavy soil structure witnessed on this lot. Please refer to the soil conditions on file at the Livingston county Department of Public Health.
- 29.12 The engineer must give written certification that any additional grades, filling and/or land balancing that has taken place as part of the construction of the development has not affected the placement for either the active or reserve sewage disposal systems. This certification

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must be given stating that there has been no changes on any lots affected **prior to final plat approval**. Written engineer certification shall be given that all lots have been graded and/or filled as per engineer site plans submitted including lots 67-71, 73, 74, 78-80, 82, 83, 86, 88, 89, 91, 95, 96, 101, 113, and 114.

29.13 **Prior to final plat approval**, written engineer certification must be given which indicates that all storm drains, which are within 50 ft. to the proposed active or reserve septic systems have been sealed with a watertight premium joint material.

29.14 A 2800 sq. ft. area has been designated on each lot for the active and reserve sewage disposal systems to accommodate a typical four bedroom single family home. Proposed homes exceeding four bedrooms must show that sufficient area exist for both the active and reserve sewage systems which meet all acceptable isolation distances.

29.15 There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.

29.16 All restrictions placed on “Sundance Meadows No. 3” Subdivision by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

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**WATER WELL, SEPTIC AND WATER SOFTENING DISCLOSURE**

30. Public water supply and sanitary wastewater disposal is not available and will not be available in the foreseeable future. Each dwelling will depend on on-site wells for water supply and septic systems for sewage disposal. Water samples from test wells indicate serious consideration should be given to installing filtering and/or water softener systems to remove iron and hardness. All wells should be drilled to bed-rock, at between one hundred seventy (175) feet and two hundred fifty (250) feet and finished with a bed-rock boot fitting whenever possible. The Developer recommends the installation of reverse osmosis or other water purification systems to remove water softener salt and other naturally occurring minerals in water to be used for drinking purposes. As with all dwellings in Livingston County approved for well and septic, minimum well capacity and maximum septic capacity is determined by the Livingston County Health Department for "normal" household usage. Prospective buyers should verify the actual capacities installed, or to be installed, are adequate for their individual needs prior to purchasing. Wells, septics and related equipment are subject to failure if utilized beyond their design capacity or with normal usage over time. Costs of installation and maintenance of wells, septics, and related equipment shall be the responsibility of individual homeowners.

**GENERAL PROVISIONS**

31. The covenants, conditions, restrictions, disclosures and general provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy percent (70%) of the fee simple lot owners, except, any amendments made by the Developer during its ownership of lots, or while holding a financial interest in any lot(s), shall not require the vote, signature or approval of any other lot owners. Paragraph 30.16 set forth above shall govern Livingston County Health Department restriction amendments. Any amendments must be recorded with the Livingston County Register of Deeds.

32. The Developer reserves the right to create additional subdivisions or additional phases adjacent to, or in the vicinity of Sundance Meadows No. 3. The covenants, conditions and restrictions of this Declaration shall not be binding upon property outside of Sundance Meadows No. 3. The restrictions for such subdivisions may be more or less stringent than those set forth herein. The Developer shall have the right to maintain a sales office, a business office, a construction office, models, storage areas and parking incident to development and sales, and may do so during the entire construction and sale period of this project or its additions.

33. Invalidation of any of these covenants, conditions, restrictions or Declarations by judgment or court order shall in no way affect any other provisions herein, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the authorized party has executed this Declaration on the 9th day of December, 2004.

WITNESSES:

New Corp, a Michigan Corporation  
"Developer"

\_\_\_\_\_  
Lacey M. Crawford

\_\_\_\_\_  
By: Fred Brown, President  
Suite 600  
7305 Grand River  
Brighton, MI 48114  
Mailing Address:  
P.O. Box 663  
Howell, MI 48844

\_\_\_\_\_  
Debra E. Wiedman

STATE OF MICHIGAN            )  
  ) S.S.  
COUNTY OF LIVINGSTON    )

Personally came before me this 9th day of December, 2004, Fred Brown, President of the above named corporation, to me known to be the person who executed the foregoing, and to me known to be President of said corporation as the free act and deed of said corporation, by his authority.

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Lacey M. Crawford

Notary Public

Acting in Livingston County, Michigan  
My commission expires March 15, 2011

Drafted by and when recorded return to:

Fred Brown, President  
New Corp  
PO Box 663  
Howell MI 48844

**EXHIBIT "A"**

"SUNDANCE MEADOWS No. 3", a subdivision of part of the Northwest 1/4 of Section 26 and a part of the Northeast 1/4 of Section 27, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan.

**BEGINNING** at the Northwest Corner of Section 26, also being the Northeast Corner of Section 27, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence N 89°02'20" E 105.87 feet along the North line of said Section 26 and the centerline of Coon Lake Road; thence S 32°00'44" E 222.84 feet; thence S 01°24'00" W 345.40 feet; thence S 12°49'10" E 140.83 feet; thence N 90°00'00" E 127.67 feet; thence N 46°40'02" E 128.37 feet; thence N 89°39'40" E 121.50 feet; thence the following seven courses along the boundary of "Sundance Meadows," as recorded in Liber 35 of Plats, Pages 46 through 49 inclusive, Livingston County Records: S 00°20'20" E 361.50 feet, and N 89°39'40" E 267.69 feet, and S 00°20'20" E 66.00 feet, and S 89°39'40" W 267.69 feet, and S 00°20'20" E 332.02 feet, and S 81°00'25" W 91.02 feet, and S 54°56'56" W 44.57 feet; thence N 00°20'20" W 60.00 feet; thence S 89°39'40" W 166.85 feet; thence N 58°50'56" W 300.72 feet; thence N 75°12'14" W 402.86 feet; thence S 89°22'22" W 313.02 feet; thence Northerly 135.42 feet along the arc of a 263.00 foot radius curve to the left, through a central angle of 29°30'10" and having a chord bearing N 22°21'02" W 133.93 feet; thence N 37°06'07" W 67.20 feet; thence Southwesterly 66.17 feet along the arc of a 263.00 foot radius curve to the right, through a central angle of 14°24'59" and having a chord bearing S 52°53'53" W 66.00 feet; thence S 37°06'07" E 67.20 feet; thence Southerly 127.84 feet along the arc of a 197.00 foot radius curve to the right, through a central angle of 37°10'48" and having a chord bearing S 18°30'43" E 125.60 feet; thence S 00°04'41" W 104.95 feet; thence S 66°43'11" W 310.80 feet; thence S 89°13'39" W 402.46 feet; thence S 00°07'48" W 662.98 feet; thence S 89°32'39" W 634.81 feet along the Northerly line of "Jartnick Pond," Livingston County Condominium Subdivision Plan No. 144, as recorded in Liber 2370, Page 763, Livingston County Records; thence N 00°07'48" E 626.47 feet; thence S 89°13'39" W 55.15 feet; thence N 23°53'45" W 141.29 feet; thence N 00°14'26" W 71.76 feet; thence N 66°06'15" E 261.61 feet; thence N 23°53'45" W 64.22 feet; thence Northerly 108.58 feet along the arc of a 263.00 foot radius curve to the right, through a central angle of 23°39'19" and having a chord bearing N 12°04'06" W 107.81 feet; thence N 00°14'26" W 288.24 feet; thence Northerly 108.66 feet along the arc of a 263.00 foot radius curve to the right, through a central angle of 23°40'20" and having a chord bearing N 11°35'44" E 107.89 feet; thence N 54°48'23" W 123.34 feet; thence N 00°00'00" E 63.75 feet; thence N 77°09'19" W 139.86 feet; thence N 45°02'03" E 456.79 feet; thence N 89°17'18" E 1861.93 feet along the North line of said Section 27, also being said centerline of Coon Lake Road to the Point of Beginning.