



Peggy M Haines, Washtenaw DMA 5395216

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners in number and in value of all Co-owners and upon the approval of sixty-six and two-thirds percent (66 2/3%) of the mortgages, with each mortgagee to have one (1) vote for each mortgage held. During the Construction and Sales Period, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received prior written consent of the Developer. Notwithstanding anything to the contrary, no amendment may be made to Article III, Section 4 and Article VII of these Bylaws at any time without the written consent of the Developer.

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

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

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

Section 7. City Approval. Notwithstanding anything to the contrary in this Article XVI, neither the Developer nor the Association shall, without the prior written consent of the City of Milan amend or terminate any provisions of these Bylaws which by their terms require that the Association or Co-owners obtain the consent or permission of the City or which expressly benefit the City.

ARTICLE XVIII

COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, land contract purchasers, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the



Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act or Master Deed, the Act or Master Deed shall govern.

ARTICLE XIX

DEFINITIONS

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

ARTICLE XX

REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

- (a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) Recovery of Costs. In the event of a default of the Condominium Documents by a Co-owner, non Co-owner resident and guest, the Association shall be entitled to recover from the Co-owner, non Co-owner resident and guest, the prelitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, non Co-owner and guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.
- (c) Removal and Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, 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; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

- (d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, or his tenant or non Co-owner occupant of his Unit, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 10 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Nonwaiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.



Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period, as same is defined in Article III, Section 12 of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property or contract rights granted or reserved to or for the benefit of the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, litigation rights, access easements, utility easements and all other easements created and reserved in such documents), which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

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



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

ARTICLE XXII

SEVERABILITY

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

CHERRY LANE CONDOMINIUMS

WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 413
 EXHIBIT B TO THE MASTER DEED OF
 CITY OF MILAN
 WASHTENAW COUNTY, MICHIGAN

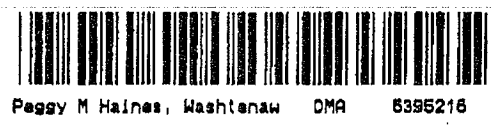
LEGAL DESCRIPTION:

PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 SOUTH, RANGE 6 EAST, CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN, AS SHOWN IN LOTS 8 AND 9 OF SUPERVISOR'S PLAT NO. 87 AS RECORDED IN LIBER 10 OF PLAT BOOK 18, WASHTENAW COUNTY RECORDS, ALSO LOTS 139 THROUGH 177, INCLUSIVE OF THE NORTH SIDE ADDITION TO THE VILLAGE OF MILAN AS RECORDED IN LIBER 4 OF PLAT BOOK 18, WASHTENAW COUNTY RECORDS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST CORNER OF LOT 178 OF SAID ADDITION; THENCE SOUTH 10°12'36" EAST ALONG THE WEST LINE OF SAID LOT 178 A DISTANCE OF 674.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10°12'36" EAST ALONG THE WEST LINE OF SAID LOT 178 A DISTANCE OF 372.82 FEET; THENCE NORTH 70°15'00" WEST ALONG THE EASTERN RIGHT OF WAY OF ANN ARBOR BALUNO A DISTANCE OF 62.64 FEET; THENCE NORTH 62°28'00" WEST CONTINUING ALONG SAID EASTERN RIGHT OF WAY OF ANN ARBOR BALUNO A DISTANCE OF 62.64 FEET; THENCE NORTH 10°15'00" WEST CONTINUING A DISTANCE OF 214.04 FEET; THENCE NORTH 62°28'00" WEST A DISTANCE OF 227.26 FEET; THENCE NORTH 70°15'00" WEST A DISTANCE OF 193.87 FEET TO THE POINT OF BEGINNING, CONTAINING 5.523 ACRES OF LAND AND SUBJECT TO ALL APPLICABLE ZONING ORDINANCES, RESTRICTIONS OF RECORD AND PUBLIC UTILITY OR OTHER EASEMENTS NOW IN USE OR OF RECORD.

THE ABOVE LEGAL DESCRIPTION AND MEASURED VALUES OF BEARINGS AND DISTANCE FOR THE GENERAL PAGES, AS SHOWN IN THE GENERAL PAGES AND THE CONSTRUCTION PLANS FOR THIS DEVELOPMENT, ARE BASED ON AND HAVE BEEN VERIFIED WITH A CERTIFICATE OF SURVEY AS DEVELOPED BY SAID SURVEYOR, STELLI (NOW BERNI TESSI) FOR THE CITY OF MILAN, DATED JANUARY 28, 1993, AND RECORDED IN PLAT BOOK NO. 383-1, AND SEALED BY ARNOLD N. BUTTERFIELD, MICHIGAN, PLAT NO. 21801.

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 03/06/2003 02:12P
 L-4229 P-79



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1	TITLE SHEET
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3	SITE PLAN
4	UTILITY PLAN
5	FIRST FLOOR - BUILDING PLANS / SECTIONS - BUILDINGS A & E - UNIT A-1
6	SECOND FLOOR - BUILDING PLANS / SECTIONS - BUILDINGS A & E - UNIT A-2
7	THIRD FLOOR - BUILDING PLANS / SECTIONS - BUILDINGS A & E - UNIT A-3
8	FIRST FLOOR - BUILDING PLANS / SECTIONS - BUILDINGS B, C & D - UNIT A-1
9	SECOND FLOOR - BUILDING PLANS / SECTIONS - BUILDINGS B, C & D - UNIT A-2
10	THIRD FLOOR - BUILDING PLANS / SECTIONS - BUILDINGS B, C & D - UNIT A-3

ATTENTION: COUNTY REGISTER OF DEEDS
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN THE CORRECT SEQUENCE UNDER WHICH THE MASTER DEED IS RECORDED. THE TITLE ON THIS SHEET, AND THE SURVEYOR'S CERTIFICATE ON SHEET 2.

DEVELOPER: R.M. LOWRY DEVELOPMENT COMPANY, INC.

HOWARD OHRT
 6000 LAUREL RD.
 MILAN, MICHIGAN 48160-1594
 Ph. (734) 572-0848

ENGINEER:

THOMAS RUBES & ASSOCIATES, INC.
 1200 S. LUTHER ROAD
 TOLLEDO, OHIO 43615
 Ph. (419) 537-1441

PROPOSED 1-28-03

DATE	1-28-03
BY	THOMAS RUBES
CHECKED BY	THOMAS RUBES
SCALE	AS SHOWN
PROJECT NO.	001214-6
DATE	03/06/2003

DuBose & Associates, Inc.
 290 S. Reynolds Road
 Toledo, Ohio 43615
 Phone: (419) 687-1441
 Fax: (419) 687-1442
 www.dubose.com

CHERRY LANE CONDOMINIUMS
 R.M. LOWRY DEVELOPMENT COMPANY, INC.
 CHERRY & ASH ST., CITY OF MILAN, WASHTENAW CO., MI

TITLE SHEET
 EXHIBIT B DRAWINGS



DATE	BY
1-28-03	THOMAS RUBES

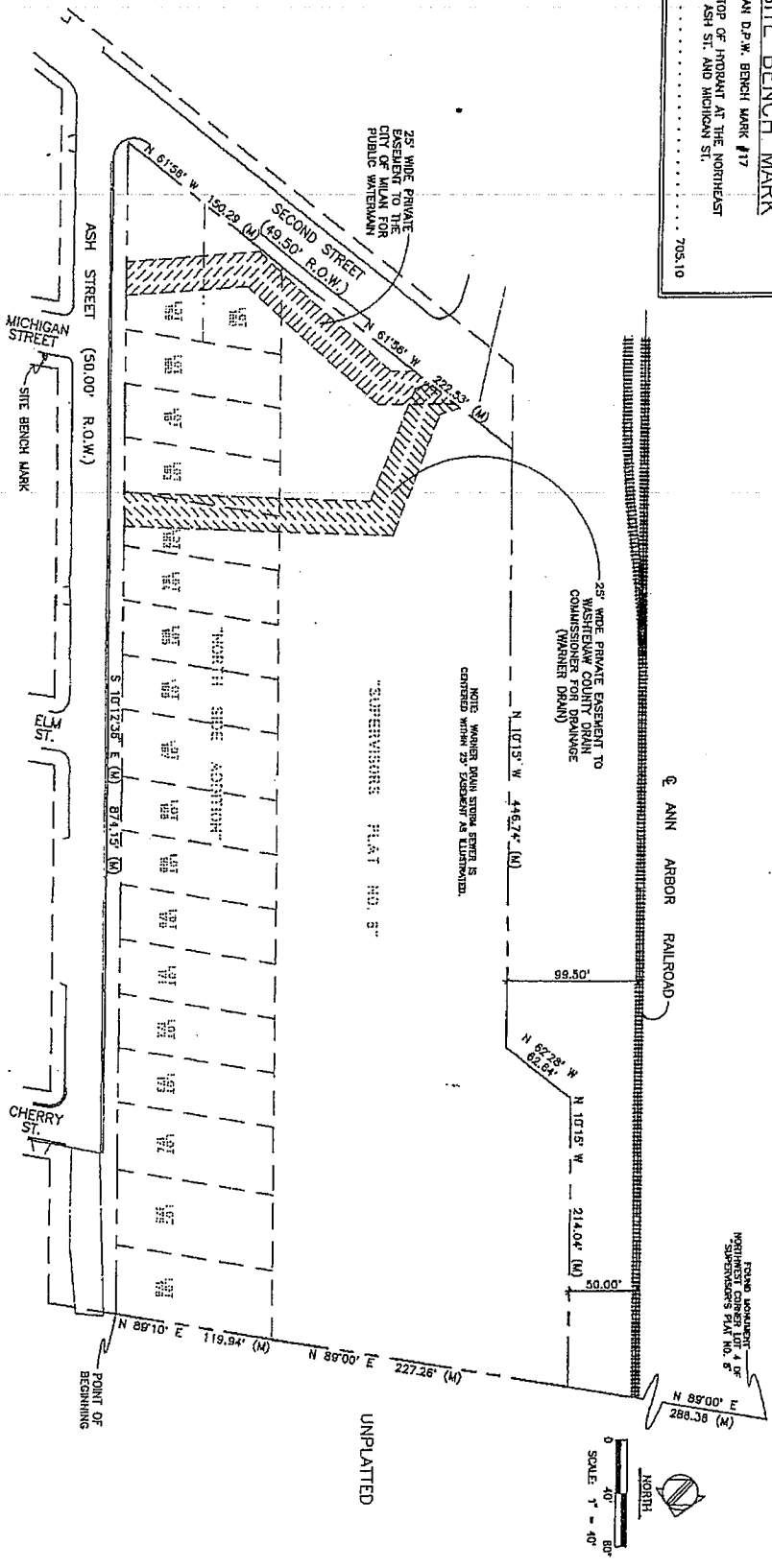
Peggy M Haines, Washtenaw DMA 5395216

SITE BENCH MARK
 CITY OF MILAN D.P.W. BENCH MARK #17
 ARROW ON TOP OF PROBABLY AT THE NORTHEAST CORNER OF ASH ST. AND MICHIGAN ST.
 ELEVATION 705.10

WATERMAN EASEMENT DESCRIPTION:
 COMMENCING FROM THE INTERSECTION OF THE SECOND STREET RIGHT-OF-WAY (49.50 FEET WIDE) AND THE WESTERN ASH STREET RIGHT-OF-WAY (50.00 FEET WIDE), THENCE N 107.235° W 88.33 FEET ALONG SAID WESTERN ASH STREET RIGHT-OF-WAY TO THE POINT OF BEGINNING, THENCE S 89°00'00" W 227.26 FEET TO A POINT OF BEGINNING, THENCE S 25°08'11" W 134.12 FEET TO A POINT OF BEGINNING, THENCE S 107°23'5" E 25.08 FEET ALONG SAID WESTERN ASH STREET RIGHT-OF-WAY TO THE POINT OF BEGINNING.

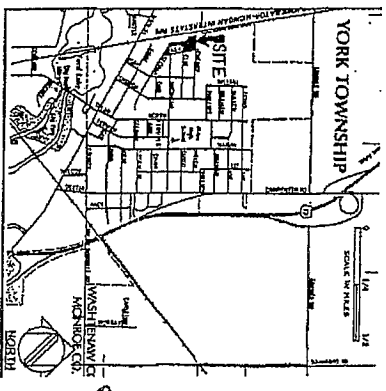
WASHTENAW COUNTY DRAIN (WARNER DRAIN) EASEMENT DESCRIPTION:
 COMMENCING FROM THE INTERSECTION OF THE NORTHERLY SECOND STREET RIGHT-OF-WAY (49.50 FEET WIDE) AND THE WESTERN ASH STREET RIGHT-OF-WAY (50.00 FEET WIDE), THENCE N 107°23'5" W 227.21 FEET ALONG SAID WESTERN ASH STREET RIGHT-OF-WAY TO THE POINT OF BEGINNING, THENCE S 82°08'52" W 186.05 FEET, THENCE S 105°43'57" W 11.33 FEET TO A POINT OF BEGINNING, THENCE S 67°12'35" E 97.24 FEET TO A POINT OF BEGINNING, THENCE S 107°23'5" E 25.08 FEET ALONG SAID WESTERN ASH STREET RIGHT-OF-WAY TO THE POINT OF BEGINNING.

NOTE: WATERMAN IS CENTERED 10 FEET SOUTH OF THE NORTH 25° EASEMENT AS ILLUSTRATED.



THOMAS DUBOSE, REGISTERED CIVIL ENGINEER
 REGISTRATION NO. 20668
 THOMAS DUBOSE & ASSOCIATES, INC.
 350 SOUTH REMOND RD.
 TOLEDO, OHIO 43615

DATE 2-11-03



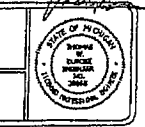
PROPOSED 1-28-03

DATE	REVISION
12-27-02	13-27-02
1-28-03	1-28-03
00124.6	00124.6
00124.6	00124.6

DuBose & ASSOCIATES, INC.
 Design & Consulting Engineers
 380 E. Plymouth Road
 Toledo, Ohio 43606
 PHONE: (419) 837-4441
 FAX: (419) 837-1566
 www.dubose.com

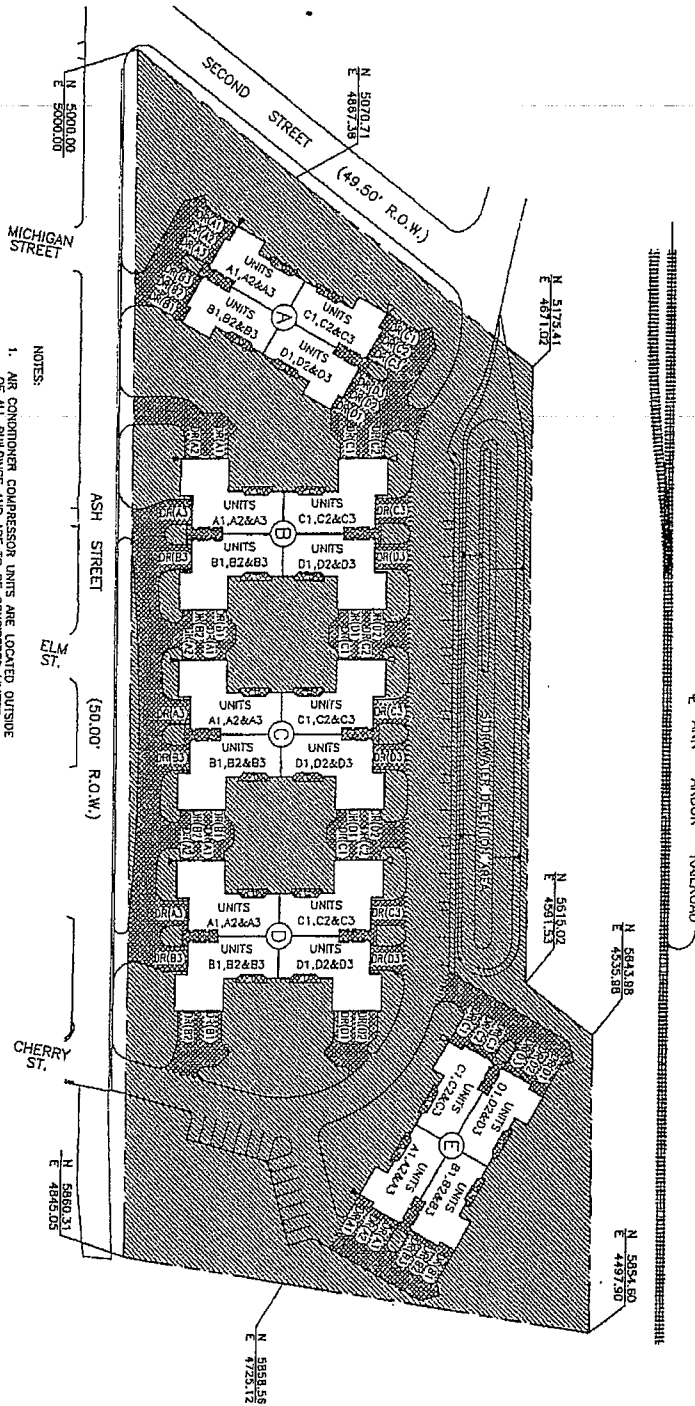
CHERRY LANE CONDOMINIUMS
 RAL LOWRY DEVELOPMENT COMPANY, INC.
 CHERRY & ASH ST., CITY OF MILAN, WASHTENAW CO., MI

SURVEY PLAN



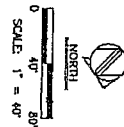
DATE	REVISION
1-28-03	1-28-03

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- BUILDING LETTER
- COORDINATE POINTS
- PORCH
- DRIVEWAY (UNIT NO.)
- DR(A)



- NOTES:
1. AIR CONDITIONER COMPRESSOR UNITS ARE LOCATED OUTSIDE OF ALL BUILDINGS AND ARE TO BE CONSIDERED LIMITED COMMON ELEMENTS.
 2. IN CONFORMANCE WITH THE MASTER DEED FOR THIS DEVELOPMENT, BUILDING "A" SHALL BE CONSIDERED THE ONLY BUILDING WHICH MUST BE BUILT. BUILDINGS "B", "C", "D" AND "E" NEED NOT BE BUILT. HOWEVER, ALL STORM SEWER, DETENTION POND, SWIMMING POOL AND WETLAND UNITS SHOWN ON THESE PLANS MUST BE BUILT AND MAINTENANCE UNITS SHOWN ON THESE PLANS MUST BE BUILT. BUILDING "A" MUST BE BUILT SHOULD OTHER BUILDINGS BE BUILT. ONLY THE PAVEMENT REQUIRED TO SERVICE THE ADDITIONAL BUILDING CONSTRUCTION MUST BE BUILT. SUBJECT TO THE APPROVAL OF THE LOCAL FIRE DEPARTMENT FOR THE TRUCK ACCESS CONSIDERATIONS.

BLDG.	NORTHING		EASTING	
	A	B	C	D
A	N 5112.72	E 4902.69	N 5158.28	E 4782.44
B	N 5286.22	E 4911.97	N 5259.30	E 4735.62
C	N 5128.58	E 4895.05	N 5402.66	E 4710.80
D	N 5572.91	E 4860.25	N 5516.02	E 4710.80
E	N 5785.57	E 4881.92	N 5586.71	E 4539.85



PROPOSED 1-28-03

3
 DESIGNER
 U.S.
 CHECKED
 DATE
 12-24-02
 1" = 40'
 0017-4-02
 SHEET #

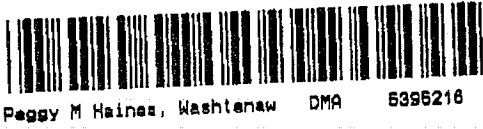
DuBose & Associates, Inc.
 Design & Construction Engineers
 880 & Reynolds Road
 Tawas, Ohio 43874
 PHONE (419) 387-4441
 FAX (419) 387-9663
 www.dubose.com

CHERRY LANE CONDOMINIUMS
 R.M. LOWRY DEVELOPMENT COMPANY, INC.
 CHERRY & ASH ST., CITY OF MILAN, WASHTENAW CO., MI

SITE PLAN

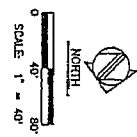
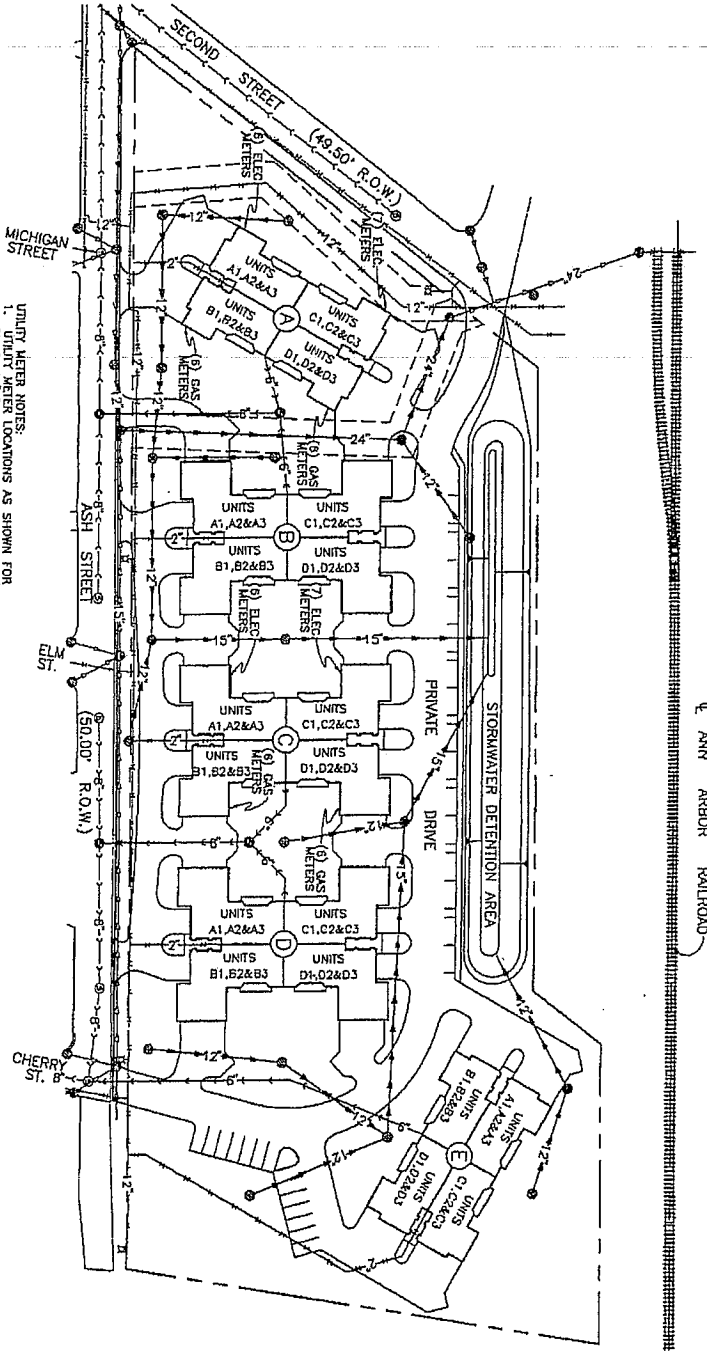
MADE IN U.S.A.
 1" = 40'
 SCALE

NO.	DATE	REVISION



- LEGEND
- EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - EXISTING SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - EXISTING WATERMAIN
 - PROPOSED WATERMAIN

- UTILITY METER NOTES:
1. UTILITY METER LOCATIONS AS SHOWN FOR BUILDING "A" ARE TYPICAL FOR BUILDING "E".
 2. UTILITY METER LOCATIONS FOR BUILDING "C" ARE TYPICAL FOR BUILDING "D".
 3. WATER METERS FOR ALL UNITS ARE LOCATED IN THE MECHANICAL ROOM OF THE RESPECTIVE UNIT.
 4. THE SEWER/ELECTRIC METERS IN THE BANK ARE LOCATED ON THE SIDE OF EACH BUILDING IS THE LANDSCAPE PANEL.
 5. LANDSCAPE IRRIGATION WATER METERS ARE LOCATED NEAR THE STAIRWELL OF THE DOMESTIC LEVEL OF THE BUILDING.



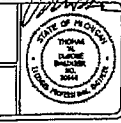
PROPOSED 1-28-03

DATE	4
BY	SHIGETS
REVISIONS	
NO.	
DATE	
DESCRIPTION	
13-2-2003	
1-2-2003	
1-2-2003	
001724-6	
001724-6	

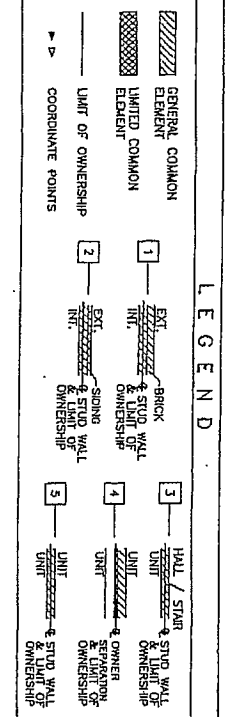
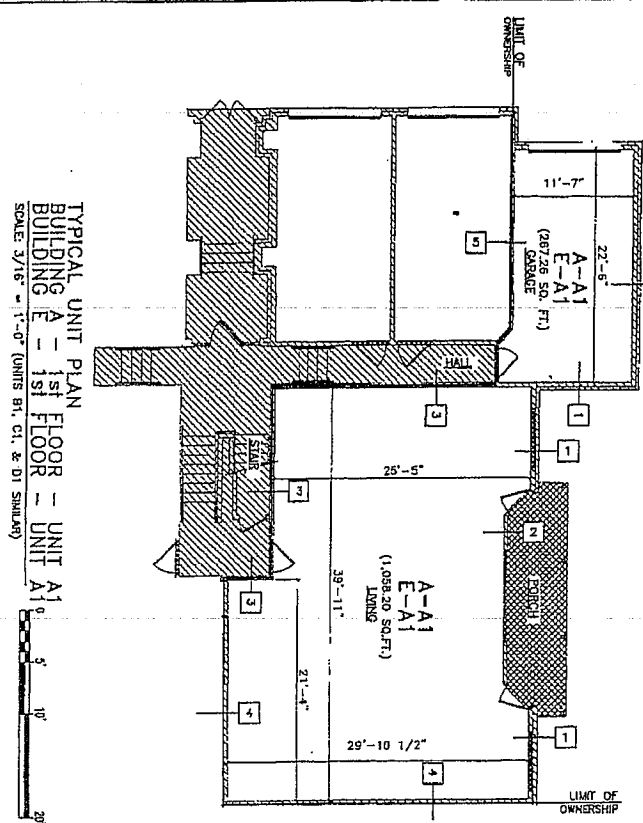
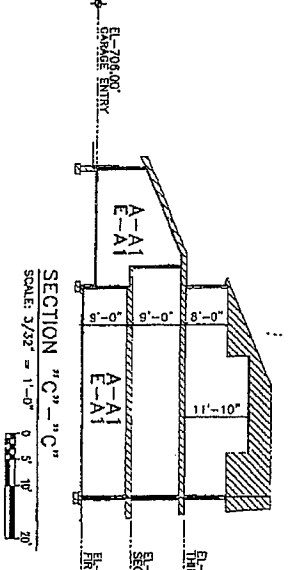
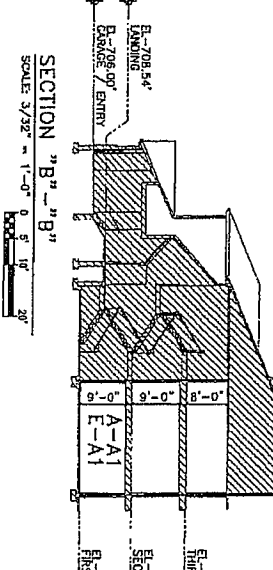
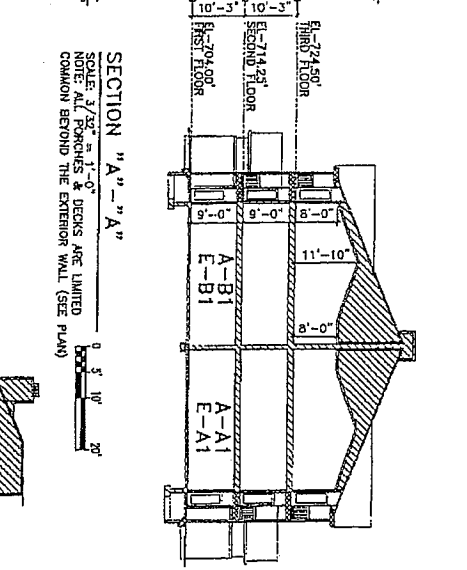
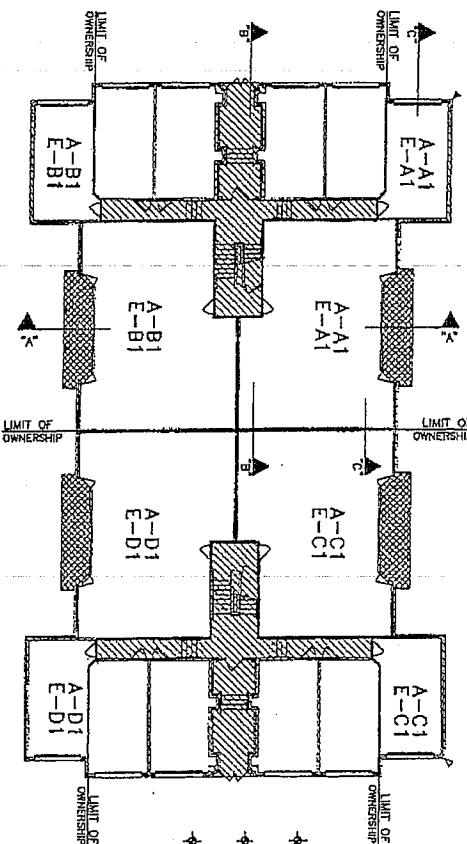
DuBose & Associates, Inc.
 Design & Consulting Engineers
 280 N. Plymouth Road
 Toledo, Ohio 43624
 PHONE 419 237-4441
 FAX 419 237-9999
 www.dubose.com

CHERRY LANE CONDOMINIUMS
 KALLOWY DEVELOPMENT COMPANY, INC.
 CHERRY & ASH ST., CITY OF MILAN, WASHTEENAW CO., MI

UTILITY PLAN



DATE	
BY	
REVISIONS	
NO.	
DATE	
DESCRIPTION	



- NOTES**
- BUILDING 'A' MUST BE BUILT.
 - BUILDING 'E' NEED NOT BE BUILT.
 - ENLARGED PLAN AND BUILDING SECTIONS SHOWING THE REMAINING UNITS ARE EITHER MIRRORED OR ROTATED 180° FROM THE ORIGINAL UNITS. ALL UNITS ON THE SAME FLOOR ARE IDENTICAL.
 - SEE SITE PLAN FOR BUILDING COORDINATE POINTS.
 - SEE UTILITY PLAN FOR METER LOCATIONS.
 - ALL ANGLES BETWEEN WALLS, FLOORS, & CEILING ARE 90° EXCEPT WHERE OTHERWISE SHOWN.
 - ALL AREAS ARE CALCULATED FROM INTERIOR DIMENSIONS.
- PROPOSED 1-28-03

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 L-4229 P-79

Peggy M Haines, Washtenaw DMA 5395216

CHERRY LANE CONDOMINIUMS
 1-31-03

5 SHEETS

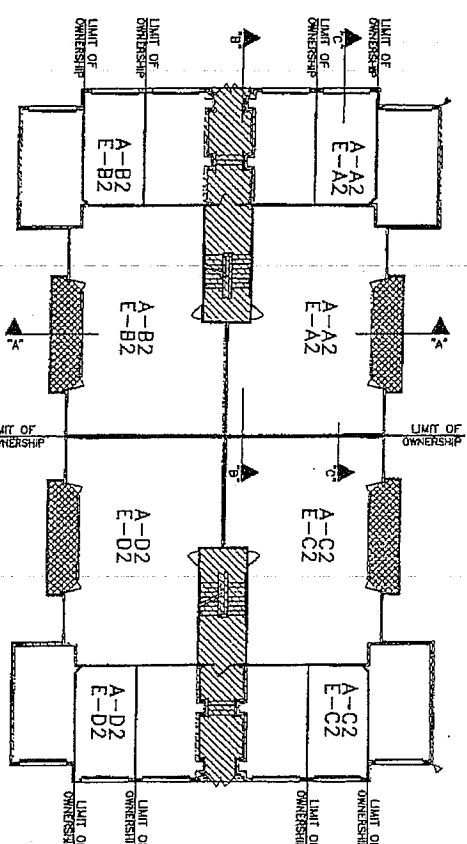
DuBose & ASSOCIATES, INC.
 Design & Consulting Engineers / Architects

240 S. Reynolds Road
 Toledo, Ohio 43628
 419-243-8850 FAX 419-243-8844
 419-243-9955

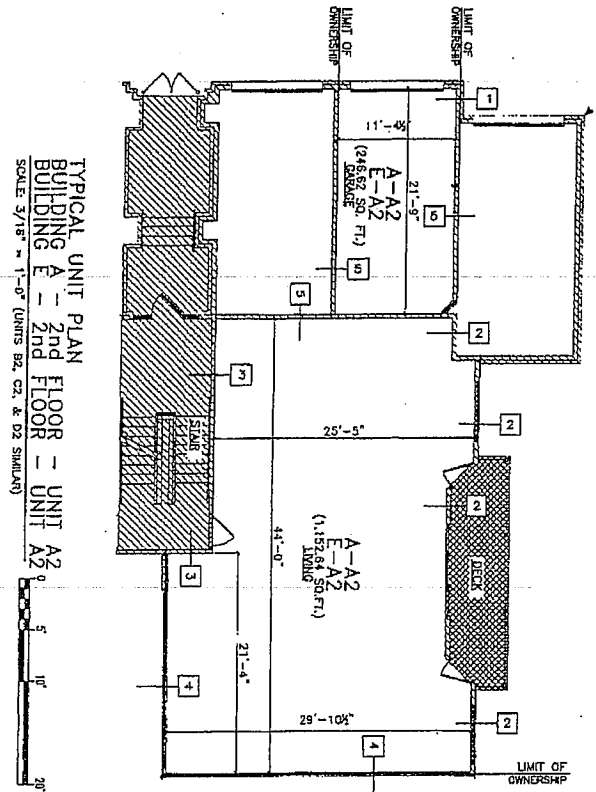
CHERRY LANE CONDOMINIUMS
 A ALLIANCE DEVELOPMENT COMPANY, INC.
 CHERRY & ASH ST., CITY OF MILAN, WASHTENAW CO., MI

FIRST FLOOR PLAN & SECTIONS
 BUILDINGS A & B

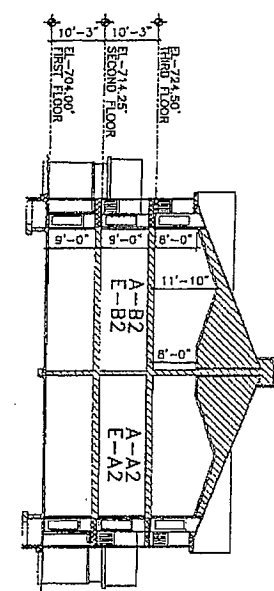
REVISION	DATE



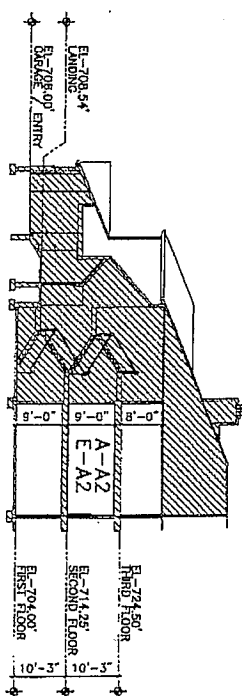
OVERALL PLAN
BUILDING A - 2nd FLOOR
SCALE 3/32" = 1'-0"



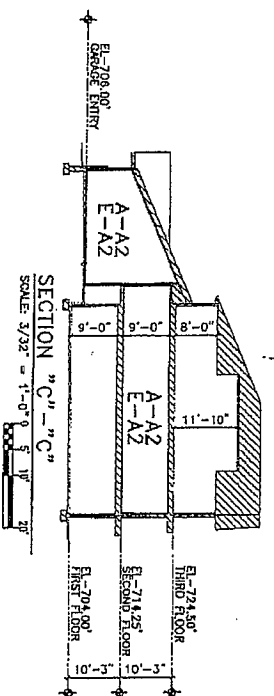
TYPICAL UNIT PLAN
BUILDING A - 2nd FLOOR - UNIT A2
SCALE 3/16" = 1'-0" (UNITS B2, C2, & D2 SIMILAR)



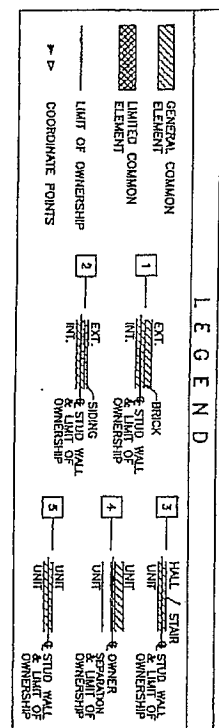
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SCALE 3/32" = 1'-0"
NOTE: ALL PORCHES & DECKS ARE LIMITED COMMON BEYOND THE EXTERIOR WALL (SEE PLAN)



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SCALE 3/32" = 1'-0"

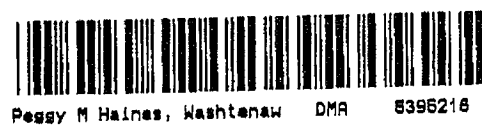


SECTION "C"-C"
SCALE 3/32" = 1'-0"



NOTES

1. BUILDING 'A' MUST BE BUILT.
2. BUILDING 'E' NEED NOT BE BUILT.
3. ENLARGED PLAN SHOWS UNIT LOCATIONS. THE REMAINING UNITS ARE EITHER MIRRORED OR NOTATED FROM ALL UNITS ON THIS FLOOR ARE IDENTICAL.
4. SEE SITE PLAN FOR BUILDING COORDINATES.
5. SEE UNITRY PLAN FOR METER LOCATIONS.
6. ALL ANGLES BETWEEN FLOORS & CEILINGS ARE 90 DEGREES EXCEPT WHERE SHOWN OTHERWISE.
7. ALL AREAS ARE CALCULATED FROM INTERIOR DIMENSIONS.



DATE: 1-31-03
DRAWN BY: AS
CHECKED BY: AS
SCALE: 1/8" = 1'-0"

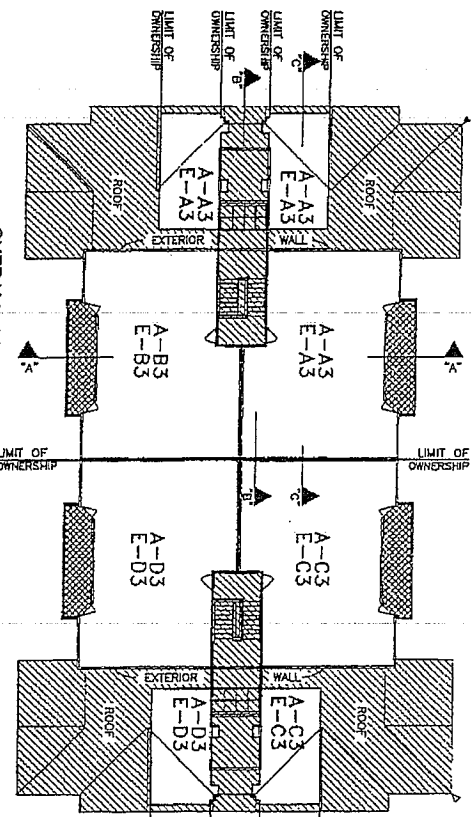
DuBose & ASSOCIATES, INC.
200 E. Ferryville Road
Toledo, Ohio 43616
PHONE: 419.524.4444
FAX: 419.524.4444

CHERRY LANE CONDOMINIUMS
R.L. LOWRY DEVELOPMENT COMPANY, INC.
CHERRY & ASH ST., MILAN MICHIGAN

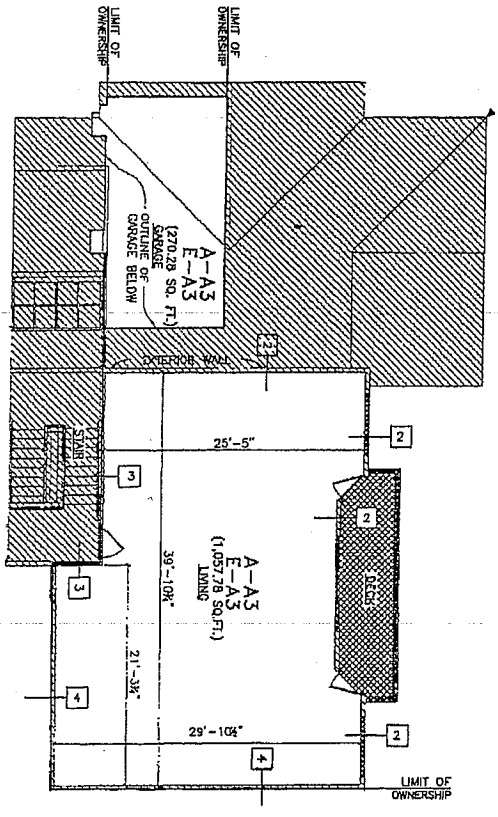
SECOND FLOOR PLAN & SECTIONS
BUILDINGS A & E



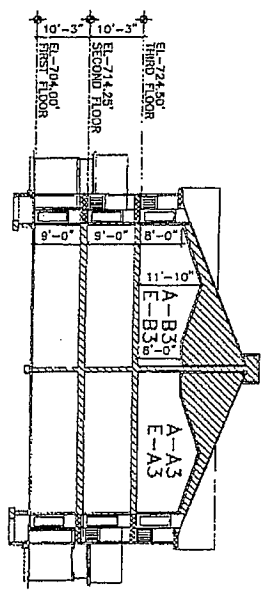
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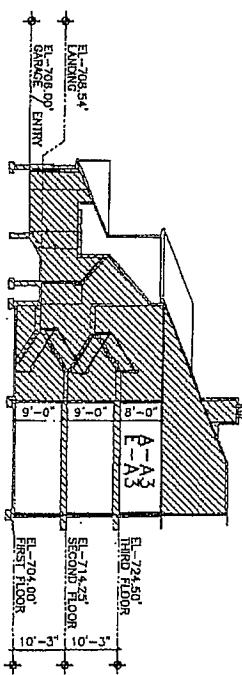
OVERALL PLAN
BUILDING E - 3rd FLOOR
SCALE: 3/32" = 1'-0"



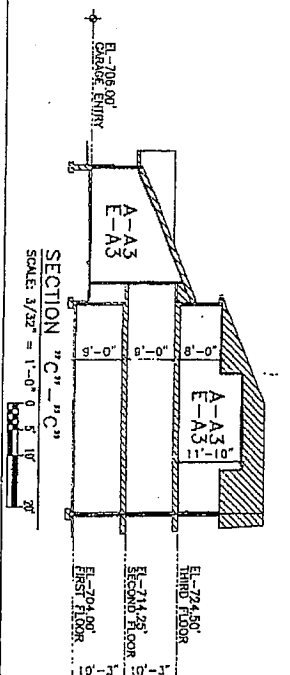
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BUILDING A - 3rd FLOOR - UNIT A3
SCALE: 3/16" = 1'-0" (UNITS B3, C3, & D3 SIMILAR)



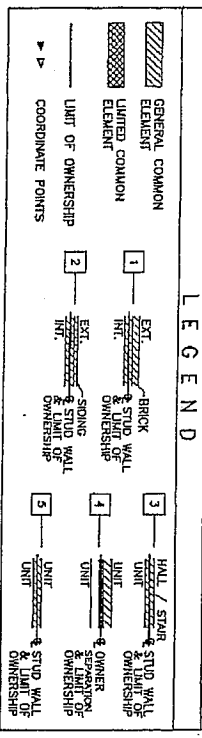
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NOTE: ALL PORCHES & DECKS ARE LIMITED COMMON BEYOND THE EXTERIOR WALL (SEE PLAN)



SECTION "B"- "B"
SCALE: 3/32" = 1'-0"



SECTION "C"- "C"
SCALE: 3/32" = 1'-0"



NOTES

- BUILDING "X" MUST BE BUILT
- BUILDING "Y" NEED NOT BE BUILT
- ENLARGED PLAN AND BUILDING SECTIONS SHOW A TYPICAL UNIT. THE REMAINING UNITS ARE IDENTICAL UNLESS OTHERWISE SHOWN. ALL UNITS ON THIS FLOOR ARE IDENTICAL.
- SEE SITE PLAN FOR BUILDING COORDINATE POINTS.
- SEE UTILITY PLAN FOR METER LOCATIONS.
- ALL ANGLES REFERRED WALLS ARE 90° EXCEPT WHERE OTHERWISE SHOWN.
- ALL AREAS ARE CALCULATED FROM INTERIOR DIMENSIONS.

PROPOSED 1-28-03

Page: 69 of 72
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Peggy M Haines, Washtenaw DMA 6395216

DATE	BY	REVISION
1-28-03	AS NOTED	AS NOTED
03/06/03	AS NOTED	AS NOTED
03/06/03	AS NOTED	AS NOTED

DuBose & ASSOCIATES, INC.
280 & Raymond Road
Suite 400 West
Livonia, MI 48150
PHONE (484) 827-1441
FAX (484) 827-2828

CHERRY LANE CONDOMINIUMS
K.M. LOWRY DEVELOPMENT COMPANY, INC.
CHERRY & ASH ST., MILAN MICHIGAN

THIRD FLOOR PLAN & SECTIONS
BUILDINGS A & E

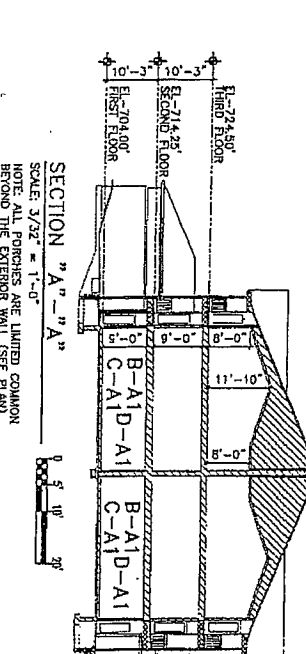
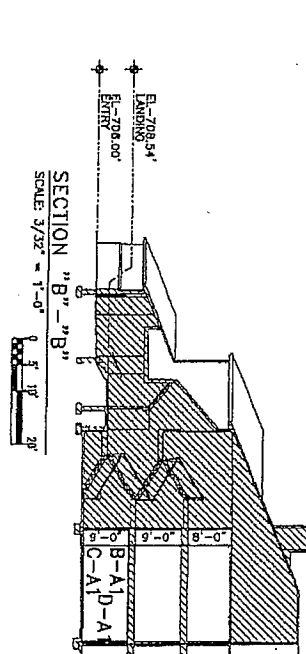
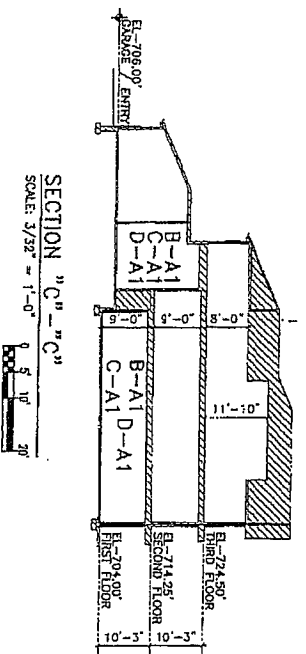
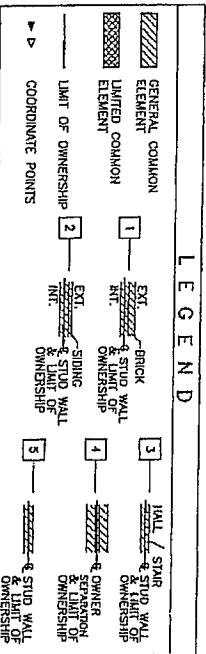
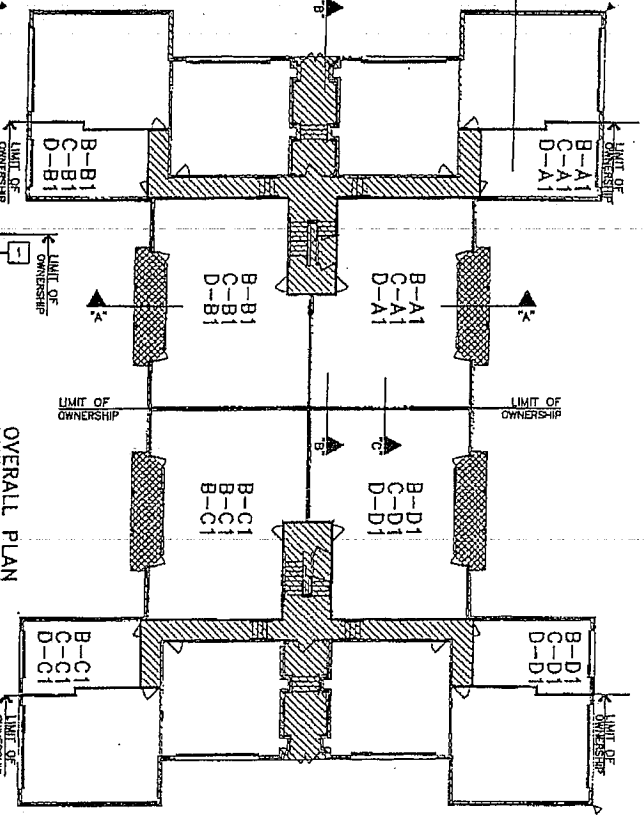
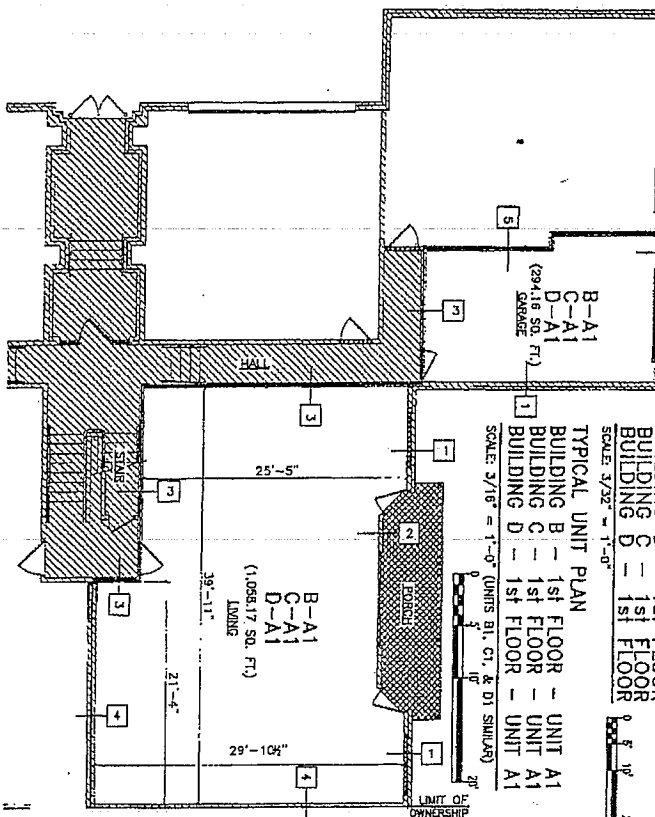
Professional Engineer Seal: State of Michigan, License No. 26000, Exp. 12/31/03, Name: DuBose, Inc.

DATE	BY	REVISION
1-28-03	AS NOTED	AS NOTED
03/06/03	AS NOTED	AS NOTED
03/06/03	AS NOTED	AS NOTED



Peggy M Haines, Washtenaw DMA 5395216

L-4229 P-79



- NOTES
1. BUILDING 'B' NEED NOT BE BUILT
 2. BUILDING 'C' NEED NOT BE BUILT
 3. BUILDING 'D' NEED NOT BE BUILT
 4. ENLARGED PLAN AND BUILDING SECTIONS SHOW A TYPICAL UNIT. THE REMAINING UNITS ARE DIMENSIONED FROM THE ENLARGED PLAN. ALL UNITS ON THIS FLOOR ARE IDENTICAL.
 5. SEE SITE PLAN FOR BUILDING COORDINATE POINTS.
 6. SEE UTILITY PLAN FOR METER LOCATIONS.
 7. ALL ANGLES BETWEEN WALLS, ADORS & CEILINGS OTHERWISE SHOWN.
 8. ALL AREAS ARE CALCULATED FROM INTERIOR DIMENSIONS.

DATE: 1-31-03
AS NOTED
DWT JMS
PROJECT: "B"
SHEET: 8

DuBose & ASSOCIATES, INC.
330 S. Reynolds Road
Ann Arbor, MI 48106
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Design: A Consulting Engineers / Architects
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CHERRY LANE CONDOMINIUMS
X.M. LOWRY DEVELOPMENT COMPANY, INC.
CHERRY & ASH ST., MILAN MICHIGAN

FIRST FLOOR PLAN & SECTIONS
BUILDINGS B, C, & D

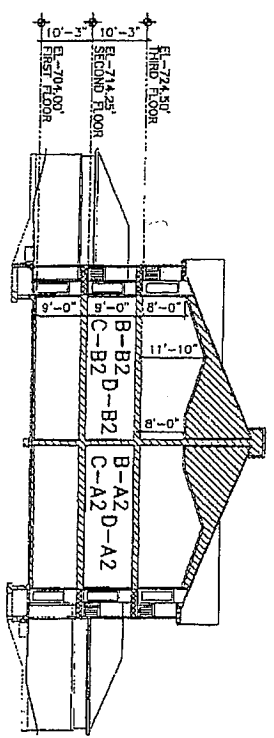


NO.	REVISION	DATE

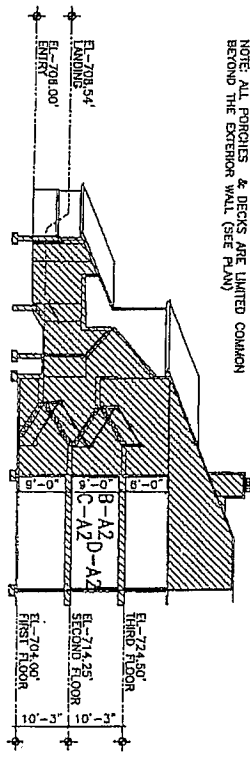
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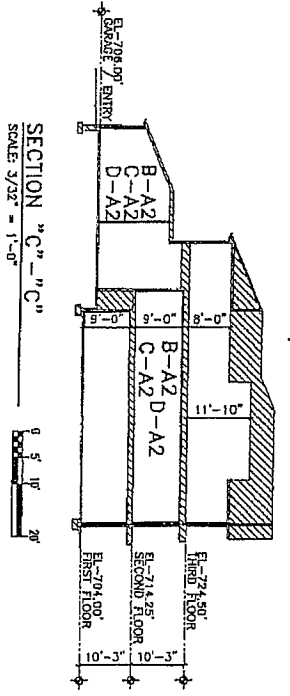
Peggy M Haines, Washnetan DNR



SECTION "A"-"A"
 SCALE: 3/32" = 1'-0"
 NOTE: ALL PORCHES & DECKS ARE LIMITED COMMON BENEATH THE EXTERIOR WALL (SEE PLAN)

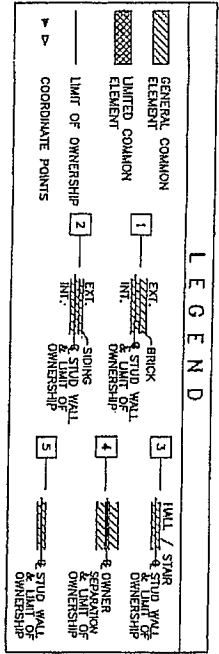


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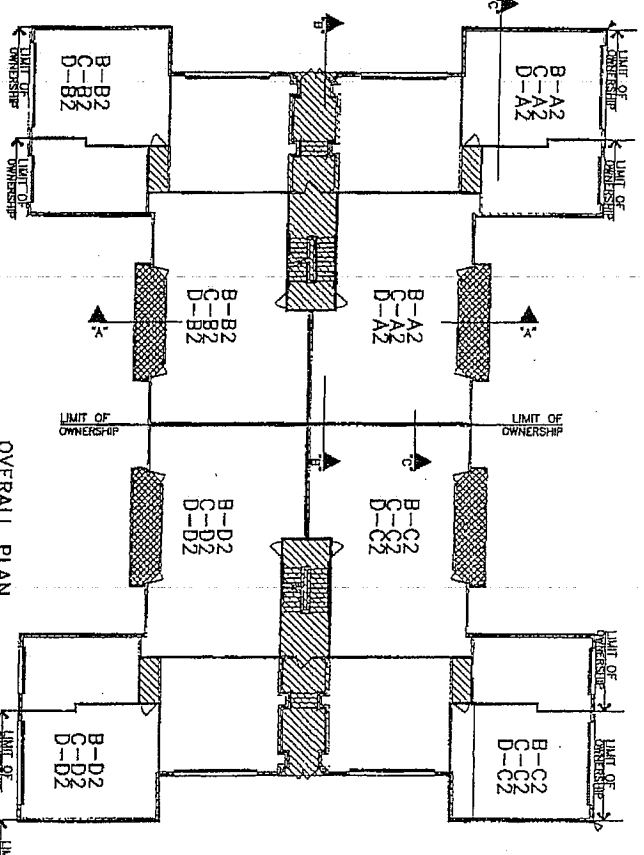
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LEGEND

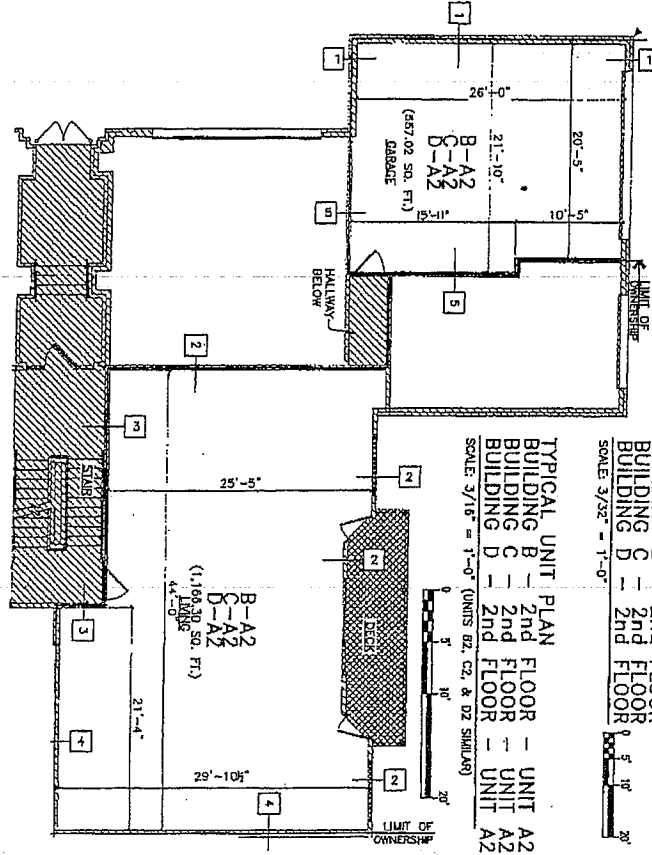


NOTES

1. BUILDING "B" NEED NOT BE BUILT.
2. BUILDING "C" NEED NOT BE BUILT.
3. BUILDING "D" NEED NOT BE BUILT.
4. ENLARGED PLAN AND BUILDING SECTIONS SHOW A TYPICAL UNIT. ARE EITHER HARBORED OR ROTATED 180° FROM THE ENLARGED PLAN. ALL UNITS ON THIS FLOOR ARE IDENTICAL.
5. SEE SITE PLAN FOR BUILDING COORDINATE POINTS.
6. SEE UTILITY PLAN FOR METER LOCATIONS.
7. ALL ANGLES BETWEEN WALLS ARE 90° EXCEPT WHERE OTHERWISE SHOWN.
8. ALL AREAS ARE PLACED TO SHOW INTERIOR DIMENSIONS. PROPOSED 1-1-28-03



OVERALL PLAN
 2nd FLOOR
 BUILDING B - 2nd FLOOR
 BUILDING C - 2nd FLOOR
 BUILDING D - 2nd FLOOR
 SCALE: 3/32" = 1'-0"



TYPICAL UNIT PLAN
 2nd FLOOR - UNIT A2
 BUILDING B - 2nd FLOOR
 BUILDING C - 2nd FLOOR
 BUILDING D - 2nd FLOOR
 SCALE: 3/16" = 1'-0" (UNITS B2, C2, & D2 SIMILAR)

9

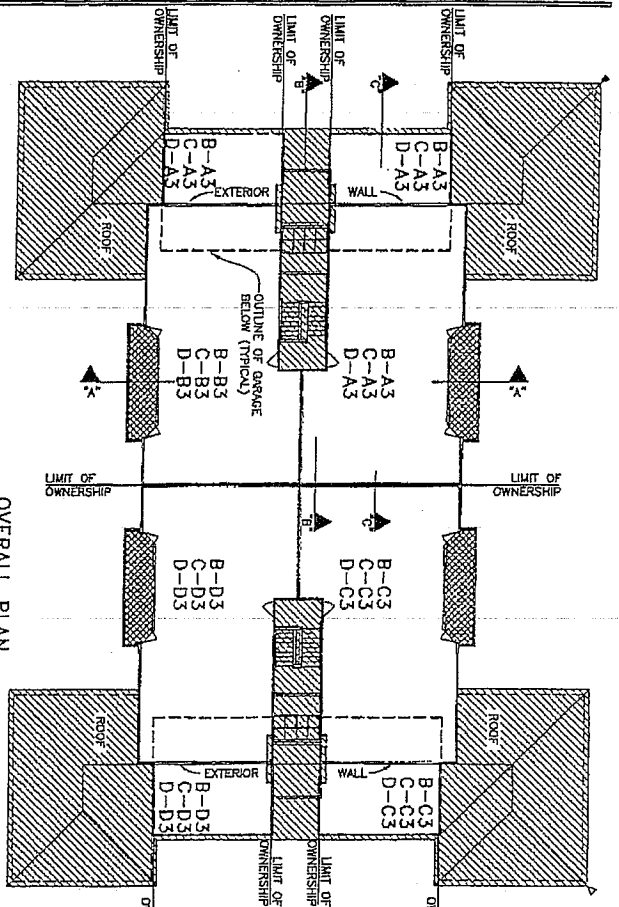
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 Ann Arbor, MI 48106
 734-769-1100
 FAX 734-769-1101

CHERRY LANE CONDOMINIUMS
 RAL LOVRY DEVELOPMENT COMPANY, INC.
 CHERRY & ASH ST., MILAN MICHIGAN

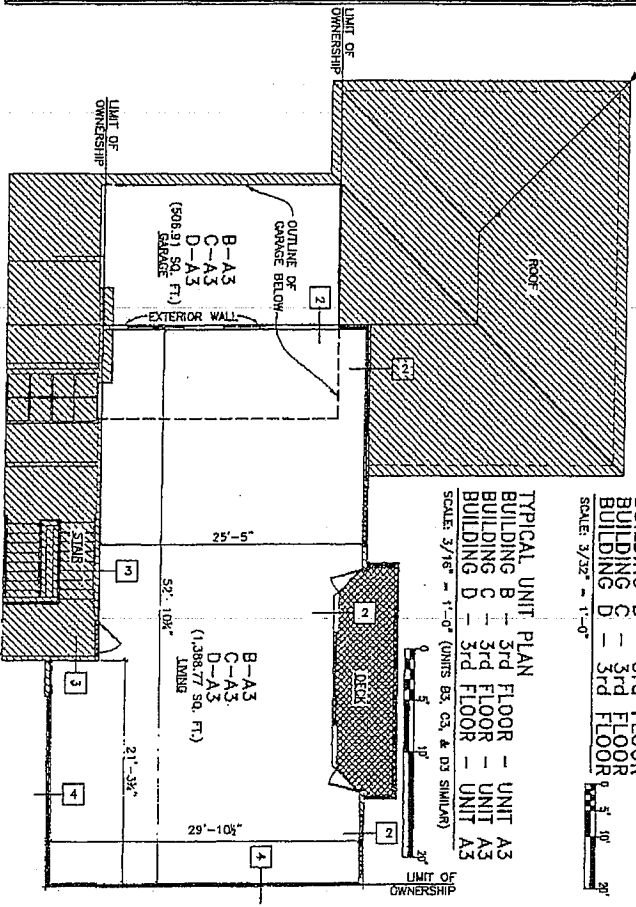
SECOND FLOOR PLAN & SECTIONS
 BUILDINGS B, C, & D



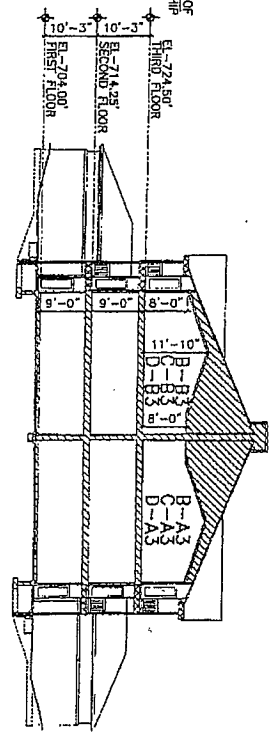
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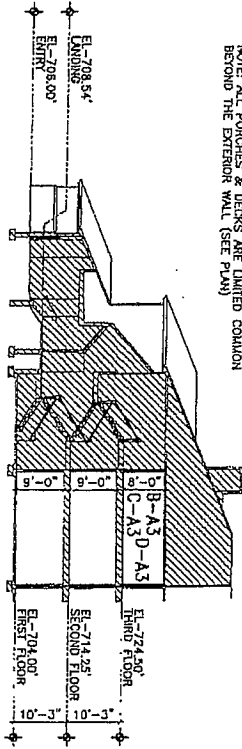
OVERALL PLAN
 BUILDING B - 3rd FLOOR
 BUILDING C - 3rd FLOOR
 BUILDING D - 3rd FLOOR
 SCALE: 3/32" = 1'-0"



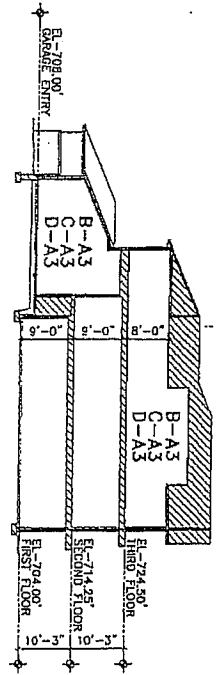
TYPICAL UNIT PLAN
 BUILDING B - 3rd FLOOR - UNIT A3
 BUILDING C - 3rd FLOOR - UNIT A3
 BUILDING D - 3rd FLOOR - UNIT A3
 SCALE: 3/16" = 1'-0" (UNITS B3, C3, & D3 SIMILAR)



SECTION "A-A" - "A"
 SCALE: 3/32" = 1'-0"
 NOTE: ALL PORCHES & DECKS ARE LIMITED COMMON BEYOND THE EXTERIOR WALL (SEE PLAN)



SECTION "B-B" - "B"
 SCALE: 3/32" = 1'-0"



SECTION "C-C" - "C"
 SCALE: 3/32" = 1'-0"

LEGEND

[Symbol]	GENERAL COMMON ELEMENT	[Symbol]	BRICK & STUD WALL
[Symbol]	LIMITED COMMON ELEMENT	[Symbol]	STUD WALL
[Symbol]	LIMIT OF OWNERSHIP	[Symbol]	EXT. & STUD WALL
[Symbol]	COORDINATE POINTS	[Symbol]	SEPARATING WALL
[Symbol]		[Symbol]	OWNER
[Symbol]		[Symbol]	STUD WALL
[Symbol]		[Symbol]	STUD WALL
[Symbol]		[Symbol]	STUD WALL
[Symbol]		[Symbol]	STUD WALL
[Symbol]		[Symbol]	STUD WALL

NOTES

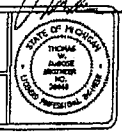
1. BUILDING 'B' NEED NOT BE BUILT
2. BUILDING 'C' NEED NOT BE BUILT
3. BUILDING 'D' NEED NOT BE BUILT
4. ENLARGED PLAN SHOWN. BUILDING SECTIONS THE REMAINING UNITS ARE EITHER MIRRORRED OR REPAIRED 180° FROM ALL UNITS SHOWN. ALL FLOOR ARE IDENTICAL.
5. SEE SITE PLAN FOR BUILDING COORDINATE POINTS.
6. SEE UTILITY PLAN FOR METER LOCATIONS.
7. ALL ANGLES BETWEEN WALLS, FLOORS, & CEILINGS ARE 90° EXCEPT WHERE OTHERWISE SHOWN.
8. ALL AREAS ARE CALCULATED FROM INTERIOR DIMENSIONS.

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 1-31-03
 PROJECT: AS 00172-8
 SHEET: 00172-8
 OF 10

DuBose & ASSOCIATES, INC.
 350 S. Reynolds Road
 Troy, MI 48063
 PHONE: 482-7747
 FAX: 482-7747
 WWW: www.dubose.com

CHERRY LANE CONDOMINIUMS
 RAL LOWRY DEVELOPMENT COMPANY, INC.
 CHERRY & ASH ST., MILAN MICHIGAN

THIRD FLOOR PLAN & SECTIONS
 BUILDINGS B, C, & D



REVISION NO.	DATE
1	1-31-03

DISCLOSURE STATEMENT

CHERRY LANE CONDOMINIUM

DEVELOPER

**R.M. LOWRY DEVELOPMENT COMPANY, INC.
9644 Carpenter Road
Milan, MI 48160**

Cherry Lane Condominium is a 60-unit residential condominium, which may be contracted.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYERS HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

CHERRY LANE CONDOMINIUM

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CHERRY LANE CONDOMINIUM

DISCLOSURE STATEMENT

I. INTRODUCTION

R.M. Lowry Development Company, Inc., is a Michigan corporation and is the Developer of Cherry Lane Condominium. The following is a Disclosure Statement, which has been prepared by the Developer, and is intended to inform Purchasers of Condominium Units in Cherry Lane Condominium in general terms as to the nature of the Condominium, the rights and obligations of the Purchaser as a Co-owner in the Condominium, the rights and obligations of the Developer and of the Condominium Association and other matters. This Disclosure Statement is required by the Michigan Condominium Act of 1978, as amended, and is given to the Purchasers in conformance with the Statute. THIS DISCLOSURE STATEMENT, ALONG WITH THE MASTER DEED AND OTHER LEGAL DOCUMENTS REQUIRED FOR THE CREATION AND OPERATION OF THE CONDOMINIUM, CONSTITUTE THE ONLY AUTHORIZED DESCRIPTION OF CHERRY LANE CONDOMINIUM AND NONE OF THE DEVELOPER'S SALES OR OTHER REPRESENTATIVES ARE PERMITTED OR AUTHORIZED TO VARY FROM THEIR TERMS.

II. THE CONDOMINIUM CONCEPT

Cherry Lane Condominium is a residential Condominium consisting of new construction. A "condominium" is a form of property ownership. A Condominium Unit has the same legal attributes as any other form of real estate under Michigan law and may be sold, mortgaged, or leased by the owner subject only to such restrictions as are contained in the Condominium Documents. Michigan statutes regulate the creation of a Condominium Project. The Condominium Act of 1978, as amended (Act No. 59 of the Michigan Public Acts of 1978, as amended) regulates Cherry Lane Condominium. A Condominium Project is established by recording a Master Deed in the Office of the Register of Deeds.

Each Co-owner of a Unit in Cherry Lane Condominium owns a portion of the building, which comprises his or her residence and is one of a number of mutual Co-owners of common facilities ("Common Elements") which service his/her and other Units. In general, these Common Elements include the structural components of the buildings of the Condominium and the land upon which the Condominium is located. Each Purchaser of a Condominium Unit receives an individual deed to his/her Unit. The Unit and the Common Elements (which are legally inseparable from the Unit) are

described generally in the Master Deed, and the Unit boundaries are shown in the Condominium Subdivision Plan attached to the Master Deed, subject to any modification or correction as is permitted by Statute and by the Condominium Documents. All portions of Cherry Lane Condominium which are not included within the Units constitute the Common Elements and are owned by all Co-owners in individual portions equal to the percentages of value attributable to each Unit as set forth in the Master Deed and are administered by the Condominium Association of Co-owners. In Cherry Lane Condominium, these General Common Elements generally consist of the interior roads, parking areas and stormwater detention areas. Limited Common Elements are those Common Elements that are set aside for the use of less than all Unit Co-owners.

The relatively close proximity of residences dictates that certain restrictions and obligations be imposed on each Co-owner for the mutual benefit of all Co-owners. Such restrictions and obligations are contained in the Master Deed and in the Bylaws which are recorded as part of the Master Deed. Restrictions and obligations may also be contained in the rules and regulations which may be passed by the Board of Directors of the Condominium Association in conformity with the Condominium Documents. All of the Condominium Documents are prepared with the goal of allowing each Co-owner a substantial amount of individual freedom and discretion without allowing any one Co-owner to infringe upon the rights and interests of the group at large. All Co-owners and residents must be familiar with and abide by the Condominium Documents.

The management and administration of the Condominium is the responsibility of the Condominium Association, which is a nonprofit corporation of which all owners of Condominium Units automatically are members. One of the primary responsibilities of the Board of Directors of any Condominium Association is to enforce the provision requiring each Co-owner to pay monthly assessments to the Association to meet expenses of administration of the Condominium. Pursuant to the provisions of Michigan law and the Condominium Documents, such assessments constitute a lien against the owner's Unit and in the event the owner fails to pay the assessments attributable to his/her Unit, the Board of Directors of the Association may cause the lien to be foreclosed. The Board of Directors is also obligated to enforce the other provisions of the Condominium Documents, including the restrictions on the use of the Condominium Premises as set forth in the Condominium Documents, and is given broad remedial rights in the event such provisions are violated, including the right to sue for money damages and for injunctive relief.

The foregoing is a general statement of the operational characteristics of Cherry Lane Condominium and is common to most residential Condominium Projects. Each Purchaser is urged to carefully review all of the documents contained in the Cherry Lane Condominium Purchaser Information Booklet as well as any other documents that have been delivered to the Purchaser in connection with this development. In

particular, information about the government and organization of condominiums in Michigan may be found in The Condominium Buyers Handbook, published by The Michigan Department of Consumer and Industry Services, and provided to Purchasers by the Developer. The Purchaser is advised to consult with his or her own lawyer or other professional advisor with respect to any questions which he or she may have in regard to the Condominium and/or the Condominium Documents.

III. DESCRIPTION OF THE CONDOMINIUM PROJECT

A. Size, Scope and Physical Characteristics of the Project. Cherry Lane Condominium is a 60-unit residential condominium project located in the City of Milan, Washtenaw County, Michigan. The Condominium has been established pursuant to its Master Deed, which has been recorded with the Washtenaw County Register of Deeds. The Condominium consists of five (5) buildings, each containing twelve (12) units.

The Condominium also includes the land surrounding the building(s). A more detailed description of the development will be found in the Condominium Subdivision Plan, which is attached to the Master Deed as Exhibit "B."

Access to each Unit is gained from an outside entrance to the Unit. Each Unit has a one-car garage. The Co-owners may have a maximum of two (2) vehicles and must park their vehicles in the garage first, any third vehicle in the space located on their respective Limited Common Element, in accordance with the Parking Rules. There are no other parking spaces in the Condominium that are assigned to individual Co-owners; however, the Developer, during the Construction and Sales Period, and the Association each has a reserved right to assign any General Common Element parking spaces to individual Co-owners on an equitable basis in their discretion.

The interior roads of Cherry Lane Condominium are private and will be maintained by the Association. Replacement, repair and resurfacing of all roads within the Condominium will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It shall be the responsibility of the Association to inspect and perform preventive maintenance of Condominium roadways on a regular basis in order to maximize the life of Condominium roadways and to minimize repair and replacement costs. When the roads are replaced, the Association will pay for the costs of replacement, which may result in additional or special assessments to the Co-owners.

Although the Condominium has an underground sprinkler system, certain portions of the Condominium may not have an underground sprinkler system due to inappropriate ground cover. The Developer reserves the rights, in its discretion, to

designate which areas of the Condominium shall have an underground sprinkler system and which areas shall not.

THE LANDSCAPING AND OTHER ELEMENTS DEPICTED ON DRAWINGS, BROCHURES, AND/OR REDUCED SITE MODELS IN THE SALES OFFICE OF THE DEVELOPER ARE CONCEPTUAL RENDERINGS ONLY AND MAY BE MODIFIED OR ELIMINATED BY THE DEVELOPER AT THE DEVELOPER'S DISCRETION.

The land, roads and most structural elements of the buildings will be General Common Elements to be owned, used and maintained in common by all Co-owners of Units. The Common Elements, with the exception of certain Limited Common Elements, as described in the Master Deed, will be maintained by Cherry Lane Condominium Association on behalf of all of the Co-owners. Each Co-owner of a Unit will own a fractional interest of the Common Elements equivalent to the Co-owner's percentage of value. 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 value concluding that there were not material differences among the Units insofar as the allocation of percentages of value is concerned.

Article IV, Section 2 of the Master Deed describes certain Limited Common Elements, such as driveways and utility services. The costs of maintaining certain of the Limited Common Elements will be allocated to all Co-owners. For other Limited Common Elements, such costs will be allocated to the individual Co-owner who has the use of such Limited Common Elements. The Master Deed must be examined carefully to determine each Co-owner's rights and obligations with respect to Common Elements.

Cherry Lane Condominium is served by public water, sanitary sewers, gas, electric and telephone service. Gas service is furnished by Consumers Energy and is individually metered to each unit for payment by the co-owner; electricity is furnished by Detroit Edison and is separately metered to each unit for individual service for payment by the co-owner, except as provided below. Water is metered to each Unit for payment by the co-owner. The water meter serving the General Common Elements will be metered to the Association. The electrical meter(s) that serve the General Common Elements will also be billed to the Association for payment. Sanitary sewer service is provided by the City of Milan, is a fixed cost per unit, and is billed by the City to the co-owner.

B. Structures and Improvements which Must be Built and Which Need Not be Built. The Condominium Act of 1978, as amended, requires the Developer to label structures and improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed), as either "must be built" or "need not be built." As of the date of this Disclosure Statement, the structures, improvements and land surrounding Units of the

Condominium have been labeled "must be built." The remainder of the land, structures and improvements depicted on the Condominium Subdivision Plan are designated "need not be built" and constitute the Contractible Area.

The Developer must construct all structures and improvements that are labeled "must be built." Each Purchase Agreement provides that the Developer is not contractually obligated to construct any of the improvements that are labeled "need not be built." A Purchaser who closes upon the purchase of a Unit is given no assurance that any other improvements which are, from time to time, labeled "need not be built" will be completed by the Developer. The Developer has not provided any financial arrangements for the completion of any improvements that are labeled "need not be built." The escrow arrangement described in the next paragraph provides certain arrangements in regard to the construction of any structures or improvements that are labeled "must be built."

C. Escrow Arrangement. The Developer has entered into an escrow arrangement with Wolverine Title Company, which provides that all deposits made under Purchase Agreements shall be placed in escrow. The Escrow Agreement provides for the release of an escrow deposit to any Purchaser who withdraws from a Purchase Agreement in accordance with the Purchase Agreement. Such a withdrawal is permitted by each Purchase Agreement if it takes place within nine (9) business days after the Purchaser has received all of the Condominium Documents, or if the Condominium Documents are changed in a way that materially reduces a Purchase's rights. The Escrow Agreement also provides that a deposit will be released to the Developer if the Purchaser defaults in any objection under the Purchase Agreement after the Purchase Agreement has become binding upon the Purchaser. The Escrow Agreement also provides that deposits will be released to the Developer when (a) the closing of the sale takes place and (b) a temporary Certificate of Occupancy is issued if required by local ordinance, and (c) if any improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed) are labeled "must be built", the escrow agent has received certification from an engineer or architect that such improvements are substantially complete. However, the escrow agent may release the deposits to Developer if Developer has placed an irrevocable letter of credit, or other security satisfactory to escrow agent, with the escrow agent securing full repayment of the escrowed funds.

D. Contractable Condominium. In the Master Deed, the Developer has reserved the right to contract the size of the Condominium by withdrawing all or portions of an area of land adjacent to the Condominium, which is described in Article VI of the Master Deed and depicted, on the Condominium Subdivision Plan as "need not be built." If the Developer elects to exercise this right, the Developer may reduce the size of the Condominium down to six (6) units which are designated "must be built", or more. If the Condominium is contracted in size, it will be done by an amendment(s) to

the Master Deed. Such amendment(s) will recalculate the percentages of value so that the total of the percentages continues to equal 100. In connection with any such contraction, the Developer has reserved the right to define and redefine the General and/or Limited Common Elements as may be necessary to adequately describe, service or provide access to the remaining portion of the Condominium. The Developer shall also have the right to change the nature of any Common Element previously included in the Condominium to achieve the purposes of the contraction, including, but not limited to, the connection of existing roadways in the remaining portion of the Condominium to any roadways that may be located on, or planned for, the parcel or parcels withdrawn from the Condominium and to provide access to any Unit that is located on, or planned for, the remaining portion of the Condominium. Such amendment(s) will not require the consent of any Co-owners or mortgagees. The Master Deed imposes no restriction upon the manner or order in which the parcels may be withdrawn from the Condominium, WHICH MATTERS ARE RESERVED SOLELY WITHIN THE DISCRETION OF THE DEVELOPER. The Developer's right to amend the Master Deed to contract the size of the Condominium expires six (6) years from the date of recording of the Master Deed.

Each Purchaser should carefully and completely review the Master Deed in connection with his/her decision to purchase a Condominium Unit in Cherry Lane Condominium.

F. Reserved Rights of Developer.

- (1) Easements for Use of Utilities. The Developer has reserved easements for use of utilities. The Developer has reserved easements to utilize, tap, tie into, extend and enlarge all utility mains in Cherry Lane Condominium in connection with the development of any land withdrawn from the Condominium as described in Article VI of the Master Deed.
- (2) Easements for Use of Roads. The Developer has reserved easements and rights of use over any roads in Cherry Lane Condominium for the purpose of ingress and egress to and from any portion of land withdrawn from the Condominium. The beneficiaries of the easement are obligated to pay a proportionate share of the expenses of maintenance, repair, and replacement of the roadways in Cherry Lane Condominium based upon the formula contained in Article VIII, Section 2, of the Master Deed. The Developer has no financial obligation to support such easements.

- (3) Modification of Units. The Developer has reserved the right to modify the size, location, design or elevation of Units and/or Common Elements by Amendment to the Master Deed. Such modifications shall be in the sole discretion of the Developer without the consent of any other person.
- (4) Conduct of Commercial Activities. The Developer has reserved the right to maintain an office in Cherry Lane Condominium for the conducting of commercial activities as it may elect, together with a sales office, a business office, model Units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the Condominium premises, as may be reasonable to enable develop, sale, operation and warranty obligations until the end of the warranty period for the last Unit which is sold in Cherry Lane Condominium or any land withdrawn from the Condominium. During this period of time, the Developer or its affiliates may use such offices and other areas to sell other property off-site.
- (5) Right to Amend. The Developer has reserved the right to amend the Master Deed without approval from Co-owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the Amendment would not materially alter or change the rights of a Co-owner or mortgagee. Further, certain provision of the Master Deed cannot be amended without Developer approval.
- (6) Developer Easements. The Developer has reserved such easements over the Condominium (including all Units and Common Elements) as may be required to perform any of the Developer's or the Association's maintenance, repair, decoration or replacement obligations.
- (7) General. In the Condominium Documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of Cherry Lane Condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Association Board of Directors.

IV. LEGAL DOCUMENTATION

A. General. Cherry Lane Condominium was established as a condominium project pursuant to the Master Deed recorded in the Washtenaw County Records and contained in the Cherry Lane Condominium Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B. The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

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

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the costs of operating the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association. Article III of the Bylaws limits the ability of the Association Board of Directors to file a lawsuit without action by the Association members.

V. THE DEVELOPER AND ITS AFFILIATES

A. Developer's Background and Experience. R.M. Lowry Development Company, Inc. is a Michigan corporation and a licensed residential builder, located at 9644 Carpenter Road, Milan, Michigan, 48160, which was formed for the purpose of developing Cherry Lane Condominium. Mr. Lowry is a licensed residential builder and has fifteen (15) years experience in the construction industry. This is the company's first attached condominium project. The principal of the Developer is Michael Lowry. Mr. Lowry is also a principal of Lowry Enterprises, Inc.

B. Affiliates. No affiliates of the Developer are involved in the project.

C. Sales. The sales of Units will be handled by the Developer, which has had no prior experience in selling condominium units. The Condominium will be built by the Developer.

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

VI. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT

A. The Condominium Association. The responsibility for management and maintenance of the project is vested in the Cherry Lane Condominium Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors, the initial members of which are designees of the Developer.

The Board of Directors will be comprised of three (3) directors. Within 120 days of the closing of sales of 25% of the Units, one of the 3 directors will be selected by the non-developer owners; and within 120 days of closing the sales of 75% of the units, the non-developer owners will elect all 3 directors, except that the Developer will have the right to designate at least one director as long as it owns at least 2 units in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer owners may elect directors in proportion to the number of units that they own.

Within 120 days after closing the sales of 1/3 of the units or one year from the date of the first conveyance, whichever first occurs, the Developer must establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual Meeting shall be held within 120 days of the date on which 75% of the Units have been conveyed to non-developer Co-owners, but will be held in any case within 54 months form the date of the closing of the first Unit sold.

The Developer's voting rights are set forth in Article IX, Section 2 of the Bylaws.

B. Percentages of Value. The percentage of values are equal. The percentage of value determines each owner's share of the common elements and expenses of administration of the project and the value of votes at meetings of the Association. Percentages of value were determined to be equal on the basis that there will not be material differences in costs of maintaining the various Units.

C. Project Finances.

- (1) Budget. Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and includes a reserve for major repairs to and replacement of common elements. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operation and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included as Appendix I to this Disclosure Statement.
- (2) Assessments. Each owner of a unit, including the Developer, must contribute to the Association to defray expenses of administration; while the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined. See Article II, Section 3 of the bylaws. Assessments are based upon the percentages of value assigned to the units and shall be equal. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2 of the Bylaws.
- (3) Foreclosure of Lien. The Association has a lien on each unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his Unit.
- (4) Other Possible Liabilities. Each purchaser is advised of the possible liability of each owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser

is not liable for unpaid assessments that are chargeable against that unit and that became due prior to foreclosure. These unpaid assessments are common expenses that are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. Condominium Association Management Contract. No management agent has been selected for the project at this time. Professional management is not required by the condominium documents. If and when a management agent is retained, the budget will be increased to cover the costs thereof.

E. Insurance.

(1) Title Insurance. The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by Wolverine Title Company at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) Other Insurance. The condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the condominium project will be furnished to each owner upon request.

Each owner is responsible for obtaining personal property, liability and other individual insurance coverage with respect to his unit to the extent indicated in Article IV of the Bylaws. The Association should periodically review all insurance coverage to be assured of its continued adequacy and owners should each do the same with respect to their personal insurance.

F. Restrictions on Ownership, Occupancy and Use. Article VI of the Bylaws sets forth restrictions on the ownership, occupancy and use of a unit in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the more significant restrictions:

- (1) Units are to be used only for single-family residential purposes.
- (2) No owner may lease his unit for less than an initial term of one year unless approved by the Association. An owner must disclose his intention to lease a unit and provide a copy of the exact lease form to the Association at least ten days before presenting a lease to a potential lessee.
- (3) No animals other than one domesticated, common, household pet less than forty pounds (40 lbs.) may be maintained by any owner unless approved by the Association. Detailed restrictions regarding the maintenance of a pet on the premises are set forth in the Bylaws.
- (4) There are substantial limitations upon physical changes that may be made to the common elements and to the units in the condominium, and upon the uses to which the common elements and units may be put.
- (5) Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements, without vote of the owners.

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

VII. RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND OWNERS

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

103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to the Developer until issuance of a certificate of occupancy, if applicable, conveyance to a purchaser of title to a unit and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete, unless the Developer has provided to the Escrow Agent adequate security.

B. At Closing. Each purchaser will receive by warranty deed fee simple title to his unit subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions that are specifically set forth in the condominium documents and title insurance commitment.

C. After Closing.

- (1) General. Subsequent to the purchase of the unit, relations between the Developer and the owner are governed by the Master Deed, Bylaws, and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.
- (2) Condominium Project Warranties. The Developer is warranting the common elements and each of the units against defects in workmanship and materials for a period of one year from the date of closing the sale of the pertinent unit, as more particularly set forth in the Limited Warranty, which accompanies the Purchase Agreement. Except for emergencies or in other extraordinary circumstances, all warranty claims must be submitted in writing to the Developer, at its address appearing on the cover sheet of this Disclosure Statement within the applicable one-year warranty period. In the case of emergencies or in other extraordinary circumstances where written communications would be inappropriate, purchasers should contact the Developer, by telephone at the number shown on the cover of this Disclosure Statement. The warranties are extended only to the first purchaser of each unit and are not transferable. The warranties do not cover consequential or incidental damages. Further, any implied warranty is limited to the one-year period applicable to the Developer's express warranty. It is recommended that you examine the Limited Warranty of the Developer and review it with advisors of your choice prior to the execution of the Purchase Agreement and the closing on the purchase of your unit.

THE DEVELOPER SHALL HAVE NO RESPONSIBILITY FOR ANY OF THE FOLLOWING WHICH ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THE LIMITED WARRANTY:

- (a) Defects in appliances and pieces of equipment that are covered by manufacturers' warranties.
- (b) Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the Condominium Unit or the Common Elements.
- (c) Defects which are the result of characteristics common to the materials used, including but not limited to the following: warping and deflection of wood; fading, chalking, and checking of paint due to sunlight; cracks due to drying and curing of concrete, decking, stucco, drywall, plaster, bricks, and masonry; damage to concrete resulting from the use of salt, chemicals, or other de-icing agents; drying, shrinking, and cracking of caulking or weather stripping; cracks and chipping in tile or cement and heaving of tile or cement; sound transmission within or without your Condominium Unit, including noise from pipes, appliances and fixtures and traffic noise; chipping and cracking of ceramic tile and grout discolorations or grout falling out; nail pops; and settling or shifting of the Condominium Unit or the ground under or around the building in which the Unit is located or under and around other Condominium Units or Common Elements within the Development.
- (d) Conditions which are the result of characteristics of hardwood floors, their component parts or surfaces and/or conditions caused by normal or anticipated expansion and contraction of the wood, including, without limitation, any cracks, gaps, uneven surfaces, or like conditions.

- (e) Damage to or destruction of any tree, shrub, plant growth, or sod placed on Purchasers' Condominium Unit, or elsewhere in the Development, whether or not native to the Development, regardless of Developer's care in planting or protecting the same in either their original or relocated state.
- (f) Defects in any items or materials installed or replaced by Purchaser or any other person, except Developer or its authorized agents and subcontractors acting at Developer's request.
- (g) Work done by Purchaser or any other person, except Developer or the authorized agents and subcontractors of Developer acting at Developer's request.
- (h) Loss or injury due to the elements, or any defects caused by animals or insects.
- (i) Conditions resulting from condensation on, or expansion, or contraction of materials.
- (j) Any consequential or incidental damages.
- (k) Any defect concerning which the Purchaser as failed to take timely action to minimize loss or damage and/or to give the Developer timely notice of the defect.
- (l) Injury to persons or damage to property due to any defect otherwise covered by the Limited Warranty.
- (m) Any existing environmental or ecological conditions on the subject property.

VIII. ENVIRONMENTAL NOTICE

PLEASE READ CAREFULLY

Purchasers are encouraged to seek professional assistance if they have any concerns regarding the issues and site history discussed below.

A. Radon. Radon is a naturally occurring, colorless and odorless radioactive gas formed by the breakdown of uranium and radium deposits in the soil. Radon can escape from the soil and enter buildings. Preliminary studies by the United States Environmental Protection Agency (EPA) suggest that prolonged exposure to radon may result in adverse health consequences.

The extent to which an area or Unit may be exposed to radon depends upon a number of factors, including natural geologic conditions, prior land use, groundwater, construction materials and techniques, ventilation and air-conditioning systems, and homeowner maintenance. Because of the multitude of factors involved, it is difficult to predict whether a specific residence may be subject to high radon levels unless specific tests are conducted by experts in the area.

Developer neither has nor claims any expertise in radon, and it does not provide advise to homeowners about the acceptable levels or possible health hazards of radon. It is possible that tests or studies might disclose information which a purchaser might consider significant in deciding whether to purchase a Unit in Cherry Lane Condominium. Developer assumes no responsibility to make any tests or studies.

The EPA, as well as state and local regulatory authorities, are best equipped to render advice regarding the risks which may exist in a particular area, the risks associated with radon exposure, the methods available to detect and measure radon levels, and whether remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. The EPA has published two guides which are available to interested persons: "A Citizen's Guide to Radon: What It Is and What To Do About It" and "Radon Reduction Methods: A Homeowner's Guide."

B. Prior Site History/Environmental Investigation and Remediation Activities. The Cherry Lane Condominium development is located on the site of the former American Foundry facility, a previously abandoned industrial metal casting plant. Prior to being redeveloped into these condominiums, the site underwent environmental testing by the Michigan Department of Environmental Quality (MDEQ) to determine the nature and extent of environmental impact from the previous use as a foundry. Subsequent to this investigation, the developer, working with the City of Milan, submitted to the MDEQ a grant proposal to obtain funds to assist in the remediation of the existing known historic environmental contamination. A Brownfields Redevelopment

Grant was issued by the State of Michigan, which assisted the developer and the City in remediating the site, in order to make it suitable for residential reuse. Copies of the reports documenting this process and the environmental conditions of the site are maintained at the offices of the City of Milan, the MDEQ, and the Developer, and any unit owner may review and have access to these documents (the "Environmental Reports") upon request.

IX. PURPOSE OF DISCLOSURE STATEMENT

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

The Michigan Department of Consumer and Industry Services publishes the Condominium Buyers Handbook that the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from The Condominium Buyers Handbook.

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

Received and understood by _____, Purchaser, on this _____ day of _____, 200____.

, Purchaser

CHERRY LANE CONDOMINIUM

APPENDIX I

PROPOSED ESTIMATED BUDGET FOR 2003
COVERING 60 UNITS

Insurance
Director's Insurance
Legal, Auditing General Office
Maintenance
Lawn Cutting
Sprinklers-Water
Snow Plowing- Inverness Lane only
Reserve for replacement and deferred
maintenance of common elements

*See Appendix II
Association Budget*

\$
\$
\$
\$
\$
\$
\$
\$
\$
\$

Total operating expenses and reserves

\$

\$ 95.⁰⁰ per month for each Unit

Appendix II

Association Budget

Administrative:

	100.00
Office Supplies & Printing	\$120.00
Postage & Mailing	40.00
Duplicating	10.00
Management Fee	100.00
Legal Fees	200.00
Auditing	200.00
Misc. Administrative	50.00
Total	820.00

Utilities:

Utilities (Not Broken Down)

Electricity	500.00
Water	2,500.00
Total	3,000.00

Maintenance & Repairs:

Grounds	200.00
Snow Removal	300.00
Lawn Cutting	4,000.00
Lawn Fertilizing	4,000.00
Sprinklers	1,000.00
Fountains/Ponds	1,000.00
Trash Removal	100.00
Structural	100.00
Asphalt Maintenance	100.00
Maintenance Payroll & Repairs	1,000.00
Pest Control	100.00
Clubhouse & Pool	NA
Replacement Reserve	0
Total	11,900.00

Taxes & Insurance:

Property & Liability Insurance	2,300.00
Total	4,600.00

Grand Annual Total

20,320.00

Monthly Assessments:

\$95.00

