

MAR 26 1997

LIBER. 1464 PAGE 04

STATE OF MICHIGAN
LENAWEE COUNTY
RECORDED

LENAWEE COUNTY TREASURER

TAX CERTIFICATE NO. 05877

Harold B. Daily

MASTER DEED

26 MAR 97 12:44 P.M.

CARRIAGE HOMES OF EVANS CREEK

VICTORIA J. DANIELS
REGISTER OF DEEDS

This Master Deed is made and executed on this 25th day of November, 1996, by CARRIAGE HOMES, INC., a Minnesota corporation, hereinafter referred to as the "Developer", the post office address of which is 1107 West Chicago Boulevard, P.O. Box 307, Tecumseh, Michigan 49286, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish CARRIAGE HOMES OF EVANS CREEK as a Condominium Project under the Act and does declare that CARRIAGE HOMES OF EVANS CREEK shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as CARRIAGE HOMES OF EVANS CREEK, Lenawee County Condominium Subdivision Plan No. 21. The engineering and architectural plans for the Project were approved by and are on file with, the City of Tecumseh. The Condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein, are set forth completely in the Condominium Subdivision Plan. Each building contains individual units for residential purposes and each unit is capable of individual

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EXCL 143⁰⁰

utilization on account of having its own entrance from the exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows, to-wit:

CITY OF TECUMSEH, COUNTY OF LENAWE, STATE OF MICHIGAN

All that part of the Southwest 1/4 of Section 28, Town 5 South, Range 4 East, described as beginning on the West line of Section 28, aforesaid, 950.73 feet North 00° 29' 10" East from the Southwest corner of said Section 28; thence North 00° 29' 10" East 476.75 feet continuing along the West line of said Section 28; thence North 89° 21' 55" East 1222.80 feet to the center of Evans Creek; thence continuing along the center of Evans Creek South 20° 55' 25" West 101.91 feet; thence South 33° 05' 28" West 167.48 feet; thence South 44° 56' 14" West 207.02 feet; thence South 05° 27' 43" West 98.22 feet; thence leaving the said center of Evans Creek South 89° 21' 55" West 943.42 feet to the point of beginning.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the CARRIAGE HOMES OF EVANS CREEK ASSOCIATION, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in CARRIAGE HOMES OF EVANS CREEK as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

amended.

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

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

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

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

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to CARRIAGE HOMES OF EVANS CREEK as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean CARRIAGE HOMES OF EVANS CREEK as a Condominium Project established in conformity with the Act.

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

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe CARRIAGE HOMES OF EVANS CREEK as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VII hereof, and all units of Common Elements therein, and which shall express percentages of value pertinent to each unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Lenawee County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction and Sales Period.

"Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale or for so long as the Developer is entitled to add units to the project as provided in Article VII hereof.

Section 11. Co-owner or Owner. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Carriage Homes, Inc., a Minnesota corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first unit conveyance, or (ii) 120 days after 75% of all units which may be created are conveyed, whichever first occurs.

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

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential unit in CARRIAGE HOMES OF EVANS CREEK, including the interior surface of any party wall, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

COMMON ELEMENTS

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

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

(a) Land. the land described in Article II hereof, including the driveways, roads, sidewalks, lake, pond and parking spaces located thereon not identified as Limited Common Elements.

(b) Electrical. The electrical transmission system throughout the Project up to the point that it enters the residential structure surrounding each unit and the commonly metered lights providing illumination for the Condominium.

(c) Telephone. The telephone system throughout the Project up to the point of entry to the residential structure surrounding each unit.

(d) Gas. The gas distribution system throughout the Project up to the point that it enters the residential structure surrounding each unit.

(e) Water. The water distribution system, including wells, pumps, pump house and related apparatus throughout the Project, up to the point(s) of connection with plumbing fixtures within each unit.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point that it enters the residential structure surrounding each unit.

(g) Storm Sewer. The storm sewer system throughout the Project including sump pumps, if installed.

(h) Irrigation Systems. The irrigation systems throughout the Project, including all accessories related to their operation.

(i) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual units.

(j) Easements. All beneficial easements referred to in Article II hereof.

(k) Construction. Foundations, supporting columns, unit perimeter walls (including doors therein), roofs, ceilings, floor construction between unit levels and chimneys.

(l) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Patios. Each individual patio in the Project, if any, is restricted in use to the Co-owner of the unit which opens into such patio as shown on Exhibit B hereto.

(b) Air Conditioner Condenser. Each individual air conditioner condenser, its pad and other equipment and accessories related thereto, together with the ground surface immediately below the pad, are restricted in use to the Co-owner or the unit which such air conditioner condenser services.

(c) Windows and Screens. The windows and screens in the Project are restricted in use to the Co-owner of the unit to which such windows and screens are appurtenant.

(d) Exterior Garage Lights. The exterior garage lighting fixture at the entrance to each unit shall be a Limited Common Element appurtenant to such unit.

(e) Garages. Each individual garage interior and garage floor is appurtenant to the unit as designated

on the Condominium Subdivision Plan with numbers which correspond to the unit to which each such garage interior and floor appertains.

(f) Garage Doors, Garage Door Hardware and Openers. The garage door, garage door hardware and electric garage door opener for each garage having the same shall be limited in use to the Co-owner of the unit to which the interior of such garage is appurtenant as a Limited Common Element.

(g) Driveway Parking Spaces. Each driveway parking space is limited in use to the Owner of the unit with a corresponding number as designated on the Condominium Subdivision Plan. Portions of the driveways not designated for individual parking shall be used in common with the Owners of other units it serves for access to their respective garage and parking spaces and shall not be used for parking or otherwise obstructed in any way.

(h) Fireplace Combustion Chambers. Each individual fireplace combustion chamber shall be appurtenant as a Limited Common Element to the unit which it services.

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

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

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association.

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

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

(2) Windows and Screens. The repair,

replacement and interior and exterior maintenance of all window glass and screens referred to in Article IV, Section 2(c) and the costs thereof shall be borne by the Co-owner of the unit to which any such windows and screens are appurtenant.

(3) Garage Doors, Garage Door Hardware and Openers. The costs of maintenance, repair and replacement of each garage door, garage door hardware and electric garage door opener referred to in Section 2(f) shall be borne by the Co-owner of the unit to which such Limited Common Element is appurtenant; provided, however, that no changes in design, material or color of garage doors may be made without prior written approval of the Association (and the Developer during the construction and sales period).

(4) Fireplace Combustion Chamber. The costs of maintenance, repair and replacement of each individual fireplace combustion chamber, if any, described in Article IV, Section 2(g) above shall be borne by the Co-owner of the unit to which such Limited Common Element is appurtenant.

(5) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement, except in cases of Co-owner fault) of all surfaces referred to in Article IV, Sections 2(e) and 2(i) above shall be borne by the Co-owner of each unit to which such Limited Common Elements are appurtenant.

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

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

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the

homes upon the property and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the unit owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any unit owner who has used the wall may restore it, and if the other unit owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such unit owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, a unit owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any unit owner to contribution from any other unit owner under this Article shall be appurtenant to the unit and shall pass to such unit owner's successors in title.

ARTICLE VI

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each unit in the Condominium Project is described in this Paragraph with reference to the Condominium Subdivision Plan of CARRIAGE HOMES OF EVANS CREEK as prepared by Associated Engineers & Surveyors. Each unit shall include: (1) with respect to the upper floors of the units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. In the event that the dimensions on the measured foundation plan of any specific unit differ from the dimensions on the typical foundation plan for such unit shown in the Condominium Subdivision Plan, then the typical upper floor plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the

measured foundation plan.

Section 2. Percentage of Value. The percentage of value assigned to each unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project and concluding that there are not material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VII

EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of CARRIAGE HOMES OF EVANS CREEK and consisting of 54 units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 120 units. Additional units, if any, will be constructed upon all or some portion or portions of the following described land:

CITY OF TECUMSEH, COUNTY OF LENAWEE, STATE OF MICHIGAN

All that part of the West 1/2 of the Southwest 1/4 of Section 28, Town 5 South, Range 4 East, described as commencing in the West line of Section 28 at a point located 404.5 feet North from the Southwest corner of said Section 28; running thence North 89° 21' East 817.68 feet; thence South 16° 06' West 86.68 feet; thence South 29° 33' East 161.85 feet; thence South 40° 51' East 137.55 feet; thence North 89° 38' East 370.15 feet to the East line of the said West 1/2, Southwest 1/4, Section 28; thence Northerly along said line 2,561.05 feet, more or less, to the Northeast corner of the said West 1/2 of the Southwest 1/4 of Section 28; thence Westerly along the East and West quarter line of Section 28 to the Northwest corner of the said West 1/2 of the Southwest 1/4, Section 28; thence South 0° 35' 30" West along the West line of said Section 28 2,242.60 feet, more or less, to the place of beginning;

EXCEPTING THEREFROM all that part of the West 1/2 of the Southwest 1/4, Section 28, Town 5 South, Range 4 East, described as commencing on the West line of Section 28, aforesaid, at a point located 404.5 feet North from the Southwest corner of said Section 28, and running thence North 0° 35' 30" East 226.0 feet; thence North 89° 21' East 775.57 feet; thence South 6° 49' West 55.76 feet; thence South 15° 16' East 176.39 feet; thence South 89° 21' West 817.68 feet to the place of beginning. Lot extends Easterly to the center of Evans Creek;

ALSO EXCEPTING all that part of the West 1/2 of the Southwest 1/4, Section 28, Town 5 South, Range 4 East, described as commencing on the West line of Section 28, aforesaid, at a point located 630.5 feet North from the Southwest corner of said Section 28 and running thence North 0° 35' 30" East 20.0 feet; thence North 89° 21' East 777.76 feet; thence South 6° 49' West 20.17 feet; thence South 89° 21' West 775.57 feet to the place of beginning. Lot extends Easterly to the center of Evans Creek;

ALSO EXCEPTING all that part of the Southwest 1/4 of Section 28, Town 5 South, Range 4 East, described as beginning on the West line of Section 28, aforesaid, 650.73 feet North 00° 29' 10" East from the Southwest corner of said Section 28; thence North 89° 21' 55" East 784.28 feet to the center of Evans Creek; thence continuing along the center of said Evans Creek South 00° 42' 57" East 73.98 feet; thence South 15° 08' 55" East 177.85 feet; thence South 13° 29' 10" West 82.41 feet; thence South 28° 21' 49" East 150.12 feet; thence South 40° 31' 50" East 151.76 feet; thence leaving the said center of Evans Creek North 89° 37' 26" East 345.10 feet; thence North 00° 33' 09" East 877.08 feet; thence South 89° 21' 55" West 1,333.45 feet to the West line of said Section 28; thence South 00° 29' 10" West 300.00 feet to the place of beginning;

ALSO EXCEPTING all that part of the Southwest 1/4 of Section 28, Town 5 South, Range 4 East, described as beginning on the West line of Section 28, aforesaid, 950.73

feet North 00° 29' 10" East from the Southwest corner of said Section 28; thence North 00° 29' 10" East 476.75 feet continuing along the West line of said Section 28; thence North 89° 21' 55" East 1222.80 feet to the center of Evans Creek; thence continuing along the center of Evans Creek South 20° 55' 25" West 101.91 feet; thence South 33° 05' 28" West 167.48 feet; thence South 44° 56' 14" West 207.02 feet; thence South 05° 27' 43" West 98.22 feet; thence leaving the said center of Evans Creek South 89° 21' 55" West 943.42 feet to the point of beginning,

(hereinafter referred to as "area of future development").

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of units in the Project may, at the option of the Developer, from time to time, within a period ending no later than Six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional units as may be constructed thereon shall be determined by the Developer in its sole discretion, subject only to approval by the City of Tecumseh. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VII, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 54 units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan and which units must be built. In future recorded amendments to this Master Deed, however, the Developer may elect to include additional units which need not be built together with units which must be built. In any such event, Developer reserves the right to withdraw from the Project any units which are described as depicted as need not be built together with the land area on which they are proposed to be located, which area or areas shall be hereinafter known as "contractible area". Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of additional units hereinafter included in this Condominium Project may, at the option of the Developer, from time to time, within a period no later than Six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of units be less than 54.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land as may be hereinafter described in any amendment to this Article VIII as is not reasonably necessary to provide access to or otherwise serve the units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE IX

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. Certain areas adjacent to individual units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the units and Common Elements may be constructed and/or modified as provided herein. Also, the General Common Elements have been designated as Convertible Areas within which additional parking spaces may be created.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than Six (6) years from the date of recording this Master Deed, to modify the size, location, design or elevation of units and/or General or Limited Common Elements appurtenant or geographically proximate to such units, or to construct additional decks, patios or other Limited Common Elements appurtenant to such units, within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any unit which adjoins or is proximate to the modified unit or Common Element.

Section 3. The Developer's Right to Construct Parking Spaces. The Developer further reserves the right, during a period ending no later than Six (6) years from the date of recording this Master Deed, to create additional parking spaces in the event the Developer, in its sole discretion, deems it necessary to do so and to designate such parking spaces as Limited Common Elements to particular units or as General Common Elements.

Section 4. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

ARTICLE X

OPERATIVE PROVISIONS

Any expansion, contraction or conversion in the Project pursuant to Articles VII, VIII or IX above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article VI hereof shall be proportionately readjusted, if appropriate, in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship

among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any unit that is located on, or planned for the area of future development or the contractible area from the roadways and sidewalks located in the Project.

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and later the floor plans and/or elevations of any buildings and/or units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and or units deviate substantially from the general development plan approved by the City of Tecumseh. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VII, VIII and IX above and to any proportionate reallocation of percentages of value of existing units which the Developer may determine necessary in conjunction with such amendments. All such

interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE XI

EASEMENTS

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

Section 2. Easements and Other Rights Retained by Developer.

(a) Roadway Elements. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles II and VII or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VII.

(b) Right to Dedicate. The Developer reserves the right at any time during the construction and sales period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in CARRIAGE HOMES OF EVANS CREEK, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Lenawee County Records. All of the Co-owners and

mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(c) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

(d) Right to Grant Easements for Utilities. The Developer reserves the right at any time during the construction and sales period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Lenawee County Records. All of the Co-owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VII hereof; subject,

however, to the approval of the Developer during the construction and sales period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all units and Common Elements as may be necessary to develop, construct, market and operate any units within the land described in Article II and Article VII hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any unit or its appurtenant Limited Common Elements.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the construction and sales period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or period subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE XII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan

may be amended with the consent of 66 2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

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

Section 3. By Developer. Prior to One (1) year after expiration of the construction and sales period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any unit be modified without like consent, except as provided in Article VI, Section 6(c) of the Bylaws and except as otherwise expressly provided in this Master Deed.

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

Section 6. Developer Approval. During the construction and sales period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed or the Bylaws without the written consent of the Developer so long as the Developer continues to offer any unit in the Condominium for sale or for so long as there remains, under such provision, any further possibility of expansion of the Condominium Project or

possibility of construction of residential units on the land described in Article VII hereof.

ARTICLE XIII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Lenawee County Register of Deeds.

WITNESSES:

CARRIAGE HOMES, INC.,
a Minnesota corporation

Gregory A. Johnson

By: [Signature]

By: _____

STATE OF MINNESOTA)
) ss.
County of WASHINGTON)

On this 25 day of NOVEMBER,
1996, the foregoing Master Deed was acknowledged before me by
JOHN W. ARKELL and _____
of CARRIAGE HOMES, INC., a Minnesota corporation, on behalf of
the corporation.

Cory Arkell

Notary Public, MN County, WASHINGTON
My commission expires 1-31-2000

DOCUMENT DRAFTED BY:

Michael J. Brooks (P22973)
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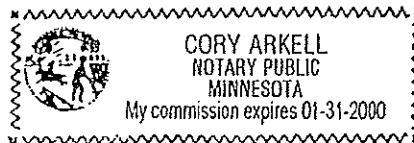


EXHIBIT A

CARRIAGE HOMES OF EVANS CREEK

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuant of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All

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

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

(a) Budget; Regular Assessments. The Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below, rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$1,000.00 annually for the entire Condominium Project; or (2) that an emergency exists,

the Association shall have the authority to increase the general assessment or to levy such additional assessment of assessments as it shall deem to be necessary. The Association also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) Assessments for additions to the Common Elements of a cost exceeding \$1,000.00 for the entire Condominium Project per year, (2) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special Assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Association) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

(c) Apportionment of Assessments. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with each Co-owner's proportionate share of the expenses of administration as provided in Article VI, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a unit, except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of fee simple title to a unit by any other means.

Section 3. Developer's Responsibility for Assessments. During the construction and sales period as defined in Article III, Section 10 of the Master Deed, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall, during the construction and sales period, pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed units owned by Developer at the time the expense is incurred to the total number of units in the Condominium; except that the Developer shall not be responsible for a share of the expenses of professional management of the Condominium if the Developer has provided for direct payment to the management agent for its services with respect to Developer owned units. In no event shall Developer be responsible for payment, during the construction and sales period, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to units not completed notwithstanding the fact that such units not completed may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a unit used as a residence. "Completed Unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the City of Tecumseh.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed \$25.00 per installment may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full. The Association may, pursuant to Article XIX, Section 4 and Article XX hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner, including Developer, shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually take possession of the unit following extinguishment of all rights of the land contract

purchaser in the unit. Payments on account of installments of assessments in default shall be applied as follows: First, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the unit or units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims, except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his unit.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven-day written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the Co-owner thereof or any persons claiming

under him. The Association may also assess fines for late payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i)

the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Lenawee County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 8. Statement as to Unpaid Assessments. The purchaser of any unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any unit in the Project which comes into possession of the unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property

free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged unit).

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III

ARBITRATION

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

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

Section 3. Election of Remedies. Such election and

written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his unit. It shall be each Co-owner's responsibility to determine by personal investigation, or from his own insurance advisors, the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his unit or elsewhere on the Condominium and for his personal liability for occurrences within his unit or upon Limited Common Elements appurtenant to his unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) Insurance of Common Elements and Fixtures. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount

equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a unit which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the City of Tecumseh (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws

shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

ARTICLE V

RECONSTRUCTION AND REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Partial Damage. If the damaged property is a Common Element or a unit, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so

damaged that no unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage, unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is only to a part of a unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) Damage to Interior of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free standing or built in. In the event damage to interior walls within a Co-owner's unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a unit are covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the units in the Condominium.

Section 4. Association Responsibility for Repair.

Except as provided in Section 3, hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at anytime during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

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

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of

more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

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

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal Home Loan Mortgage Corporation ("FNMA"), then, upon request therefor by FHLMC or FNMA, as the case may be, the Association shall give it written notice at such address as it may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or damage to a Condominium unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.00.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units and/or Common Elements.

RESTRICTIONS

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

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

Section 2. Leasing and Rental.

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

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

(1) A Co-owner, including the Developer, desiring to rent or lease a unit, shall disclose that fact in writing to the Association at least ten days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent units before the transitional control date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the

Condominium Documents and all leases and rental agreements shall so state.

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

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

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

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

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

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his unit (including interior walls through or in which there exist easements for support or

utilities) or make changes in any of the Common Elements without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any unit at any time and disputes among Co-owners arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition, even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the Common Elements. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or

dangerous animal shall be kept and any co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly accepted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No operable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about

the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. If the Association deems it necessary to alleviate any parking shortage arising from maintenance of more than two cars by a number of Co-owners, the Association may temporarily or permanently prohibit the maintenance of more than two cars by all Co-owners.

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a unit or on the Common Elements including "For Sale" signs, during the construction and sales period and, subsequent thereto, only with prior written permission from the Association.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the transitional control date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, roadways and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any unit which are appurtenant to or which may affect any other unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the construction and sales period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition thereto, or change or alteration to any structure be made (including change in color or design), except interior alterations which do not affect structural elements of any unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of

said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to affect the same, and the degree of harmony thereof with the Condominium as a whole in any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

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

(c) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the

cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the construction and sales period notwithstanding that it may no longer own a unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

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

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

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

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the unit owned by such Co-owner as set forth in Article VI of the Master Deed, when voting by value. Voting shall be by value, except in those instances when voting is specifically required to be both in value and in number.

Section 2. Eligibility to Vote. No Co-owner, other

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

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

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

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the units in CARRIAGE HOMES OF EVANS CREEK determined with reference to the recorded Consolidating Master Deed have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all units that may be created for 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a unit in the Project, whichever first occurs, Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten days' written notice thereof shall be given to each Co-owner. The phrase "units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of

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

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

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

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

Section 7. Order of Business. The Order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the

order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of units that may be created, whichever first

occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% in number and in value of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time, any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors.

The Board of Directors shall initially be comprised of one member and shall continue to be so comprised until such time as it may be enlarged to three or five members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of three or five Directors, as the case may be, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Director to the Board, the Board shall be increased in size from one person to three persons. In the event the size of CARRIAGE HOMES OF EVANS CREEK is expanded to 50 or more units pursuant to Article VII of the Master Deed, the Board shall be increased in size to five persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than

120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the units that may be created, one of the Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the units that may be created, two of the five Directors shall be elected by non-developer Co-owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members, unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

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

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

change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (2), or if the product of the number of members of the Board of Directors multiplied by the percentage of units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one Director as provided in subsection (1).

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

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

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all

acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

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

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

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

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

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities

which are not by law or the Condominium Documents required to be performed by the Board.

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

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

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

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise,

any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

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

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

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

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

joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

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

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

ARTICLE XII

OFFICERS

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

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

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

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

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

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

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

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

ARTICLE XIII

SEAL

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

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and The Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage line on any unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he

may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other right to which such Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

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

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

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

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

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure or lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding

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

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

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XX of these Bylaws.

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

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

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

ARTICLE XX

ASSESSMENT OF FINES

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

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

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

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

(c) Default. Failure to respond to the notice of violation constitutes a default.

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

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

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

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

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).

SEVERABILITY

In the event that nay of the terms, provision 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.

LENAWEE COUNTY CONDOMINIUM
SUBDIVISION PLAN No. 21

EXHIBIT B TO THE MASTER DEED OF

Carriage Homes of Evans Creek

PART OF THE SOUTHWEST 1/4, SECTION 28,
TOWN 5 SOUTH, RANGE 4 EAST
CITY OF TECUMSEH, LENAWE COUNTY, MICHIGAN

ATTENTION: COUNTY BOOKERS OF FEES
THIS CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE
ASSIGNED IN CONSECUTIVE SEQUENCE WITH A NUMBER
PREVIOUSLY ASSIGNED TO THIS PROJECT. IT MUST BE
CORRECTLY REFLECTED IN THE TITLE AND THE SURVEYOR'S
CERTIFICATE ON SHEET 2.

DEVELOPER

CARRIAGE HOMES INC.
325 S. MAIN STREET, SUITE 290
STILLWATER, MN 55082

SURVEYOR

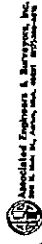
ASSOCIATED ENGINEERS & SURVEYORS, INC.
235 N. MAIN STREET
ADRIAN, MI 49221

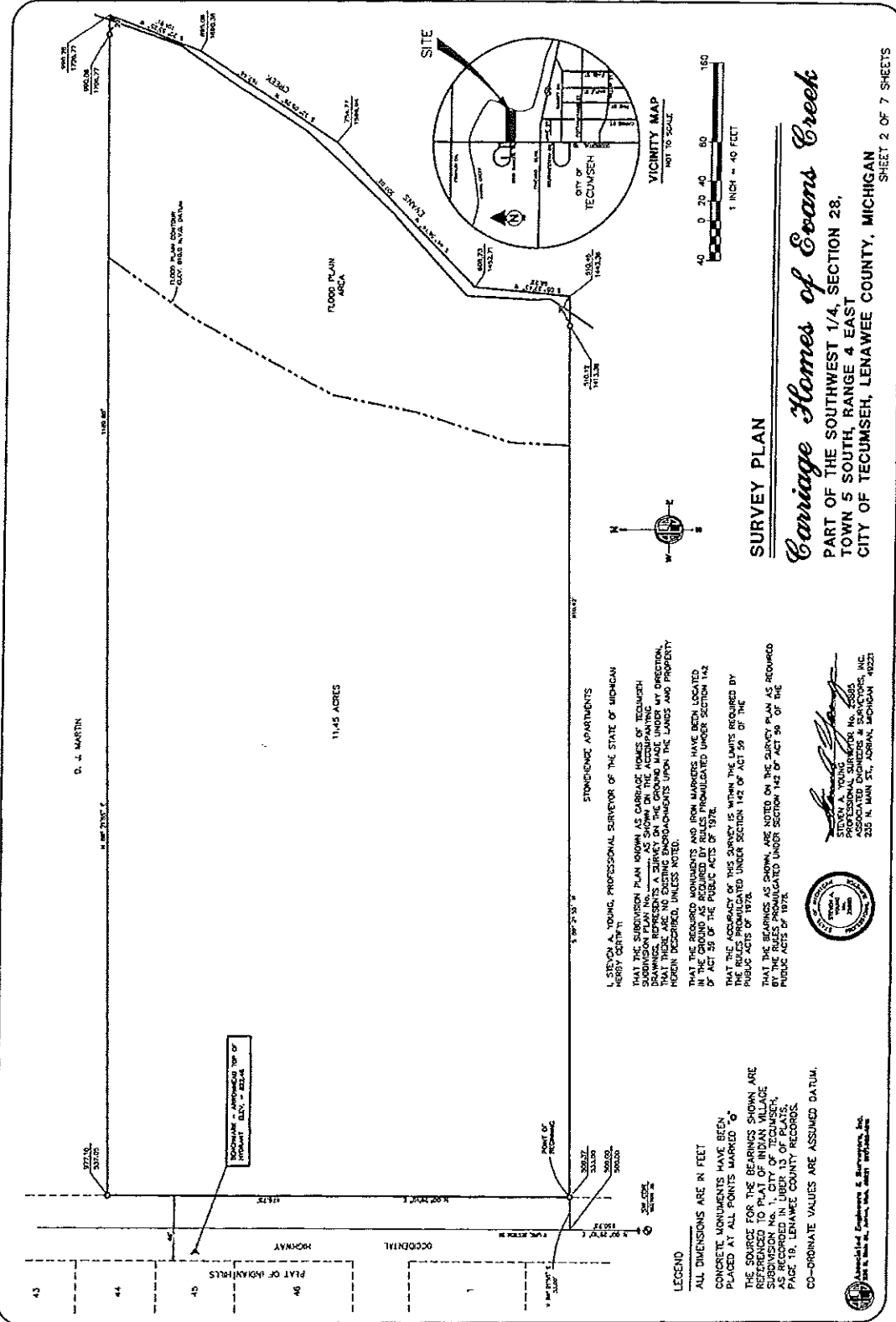
City of Tecumseh, Lenawee County, Michigan
All land part of the southwest 1/4 of section 28, town 5 south, range 4 east, township 50S, R. 4E, T. 5S, is shown as subdivided into 16 lots. The center of each lot is marked with a small circle. The center of the southwest corner of each section is marked with a small circle. The center of each cross section is marked with a small circle. The center of each floor plan is marked with a small circle. The center of each building is marked with a small circle. The center of each building is marked with a small circle. The center of each building is marked with a small circle.

SHEET No.	SHEET INDEX
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	UTILITY PLAN
5	FLOOR PLAN - BUILDINGS 1, 2, 3, 5, 6, 7, 10, 12, 13, 14 AND 16
6	CROSS SECTIONS - BUILDINGS 1, 2, 3, 5, 6, 7, 10, 12, 13, 14 AND 16
7	FLOOR PLAN & CROSS SECTIONS - BUILDINGS 4, 8, 9, 11 AND 15



PREPARED BY:
ASSOCIATED ENGINEERS & SURVEYORS, INC.
235 N. MAIN STREET, ADRIAN, MICHIGAN 49221
[Signature]
REGISTERED PROFESSIONAL SURVEYOR # 25885





D. J. MARTIN

11.45 ACRES

STONEDENCE APARTMENTS

LESTER A. YOUNG, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HONORARY CERTIFICATE NO. 12793, BEING THE SURVEYOR OF THIS SURVEY, HAS EXAMINED THE ORIGINAL RECORDS OF THE SUBDIVISION PLAN AND THE ORIGINAL RECORDS OF THE SURVEY MADE UNDER MY DIRECTION, AND HAS FOUND NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, UNLESS NOTED.

THE REQUIRED MONUMENTS AND BENCH MARKERS HAVE BEEN LOCATED AND PLACED AT ALL POINTS MARKED ON THE SURVEY PLAN AND INSTRUMENT UNDER SECTION 142 OF ACT 39 OF THE PUBLIC ACTS OF 1978.

THE RULES PROMULGATED UNDER SECTION 142 OF ACT 39 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 39 OF THE PUBLIC ACTS OF 1978.

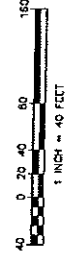
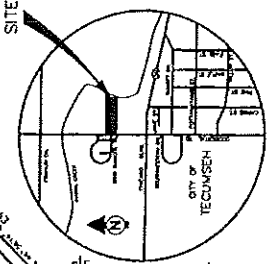


Lester A. Young
 LESTER A. YOUNG
 235 N. MAIN ST., ADRIAN, MICHIGAN 49221

LEGEND

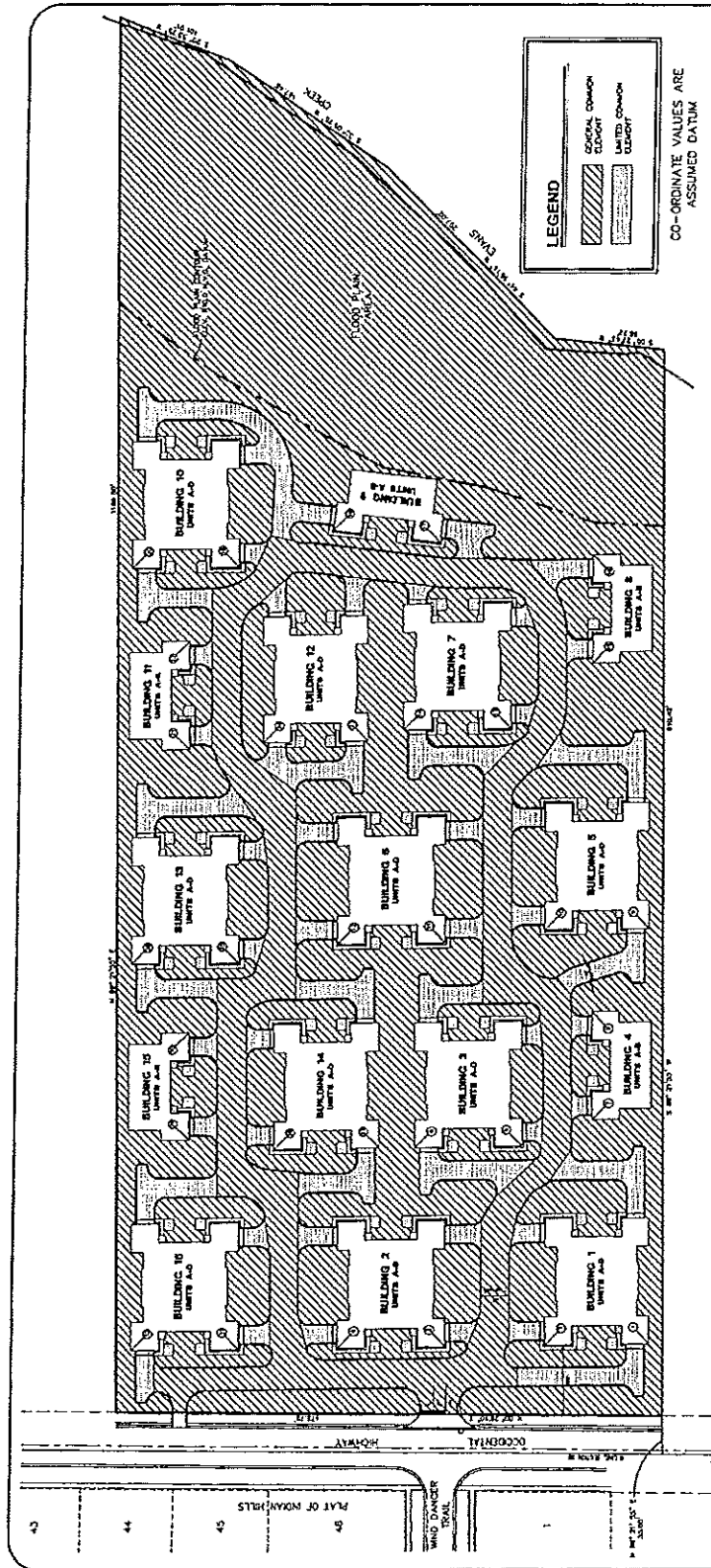
ALL DIMENSIONS ARE IN FEET
 CONCRETE MONUMENTS HAVE BEEN PLACED AT ALL POINTS MARKED ON THE SURVEY PLAN
 THE SOURCE FOR THE BEARINGS SHOWN ARE REFERENCED TO PLAT OF INDIAN VILLAGE AND SUBDIVISION PLAN OF THE CITY OF TECUMSEH, AS RECORDED IN BOOK 19, PAGE 19, LENAWEE COUNTY RECORDS.
 CO-ORDINATE VALUES ARE ASSUMED DATUM.

Associated Engineers & Surveyors, Inc.
 100 N. Main St., Adrian, Mich., 49221



SURVEY PLAN
Cottage Homes of Evans Creek
 PART OF THE SOUTHWEST 1/4, SECTION 28,
 TOWN 5 SOUTH, RANGE 4 EAST,
 CITY OF TECUMSEH, LENAWEE COUNTY, MICHIGAN

SHEET 2 OF 7 SHEETS



No.	NORTHING	EASTING
17	725.17	1273.40
18	727.75	1269.75
19	879.76	1236.57
20	972.47	1222.54
21	826.70	1127.65
22	764.42	1125.37
23	857.31	1108.37
24	875.02	921.01
25	963.66	919.08
26	750.28	822.22
27	843.54	766.87
28	817.00	769.04
29	816.03	861.70
30	865.02	893.00

No.	NORTHING	EASTING
1	513.00	205.01
2	605.71	563.50
3	692.71	597.81
4	656.57	591.78
5	720.68	622.58
6	565.84	706.54
7	566.87	879.70
8	516.86	949.31
9	609.65	946.68
10	696.53	937.79
11	691.19	936.76
12	714.28	1118.52
13	714.28	1126.54
14	520.17	1126.54
15	520.17	1269.20
16	520.17	1269.20

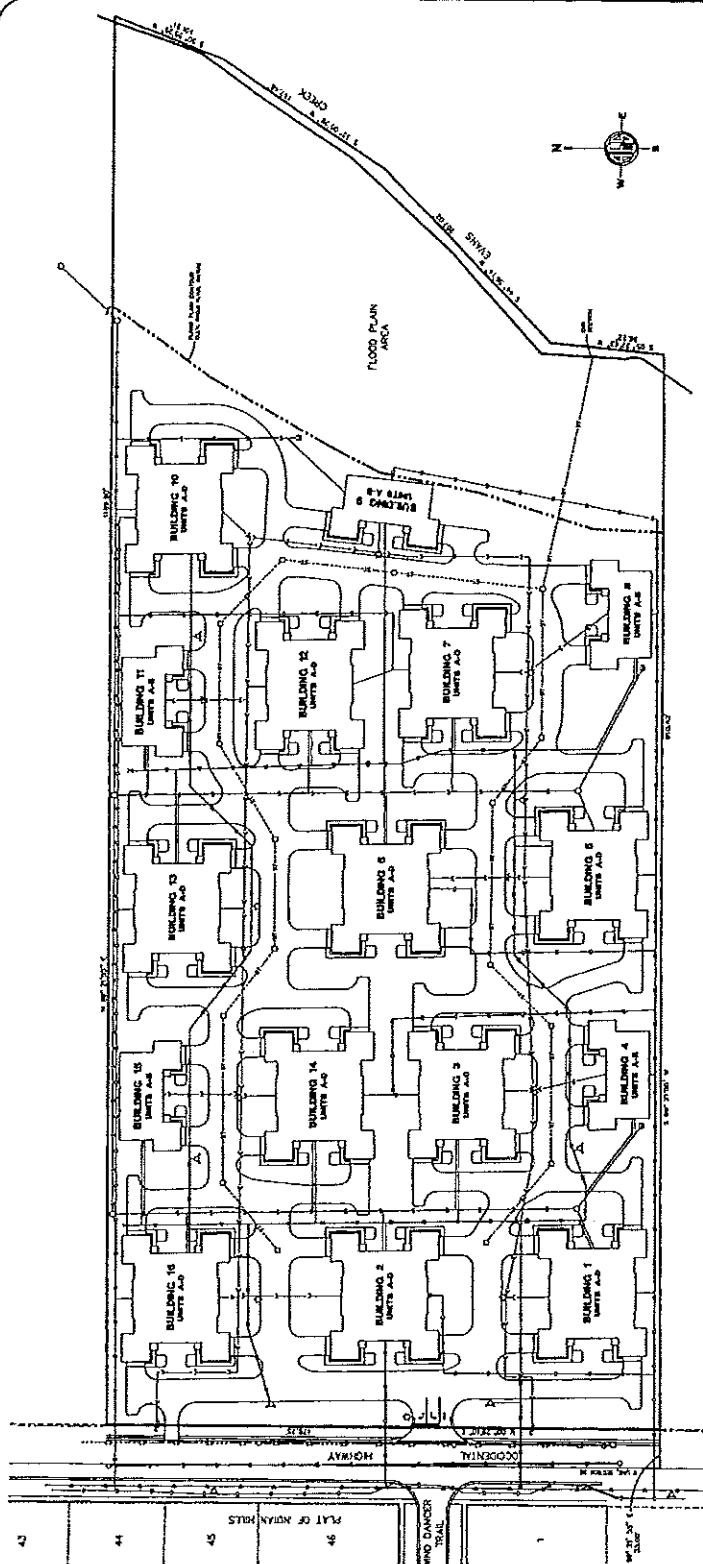
SITE PLAN
Carriage Homes of Evans Creek
 PART OF THE SOUTHWEST 1/4, SECTION 28,
 TOWN 5 SOUTH, RANGE 4 EAST
 CITY OF TECUMSEH, LENAWEE COUNTY, MICHIGAN

SHEET 3 OF 7 SHEETS



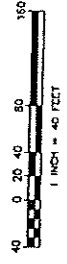
PREPARED BY:
 STEVEN A. YOUNG
 232 N. MAIN ST., ADRIAN, MICHIGAN 49309
 PROFESSIONAL ENGINEER No. 2466

Associated Engineers & Surveyors, Inc.
 1000 N. Main St., Adrian, Mich. 49309



LEGEND

○	MANHOLE
○	CATCH BASIN
○	UTILITY POLE
○	CLEAN-OUT
○	STREET LAMP
○	HYDRANT
○	WATER VALVE
○	SAWTOOTH SENSOR
○	WATER
○	STORM SEWER
○	SEWER
○	UNDERGROUND ELECTRIC
○	OVERHEAD ELECTRIC



UTILITY PLAN

Carriage Homes of Evans Creek

PART OF THE SOUTHWEST 1/4, SECTION 28,
TOWN 5 SOUTH, RANGE 4 EAST
CITY OF TECUMSEH, LENAWEE COUNTY, MICHIGAN

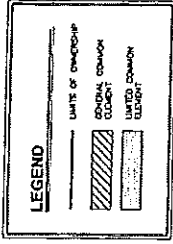
SHEET 4 OF 7 SHEETS



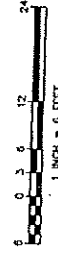
PREPARED BY: **DEWINDERS & SURCOCK, INC.**
233 N. MAIN ST., ANN ARBOR, MICHIGAN 48101-4621

Steven A. Young
STEVEN A. YOUNG
PROFESSIONAL ENGINEER, LICENSE NO. 20885

Associated Engineers & Surveyors, Inc.
700 E. Main St., Ann Arbor, Mich. 48101-4621



NOTE: ALL DIMENSIONS UNLESS OTHERWISE NOTED TO EACH DIMENSION LINE.

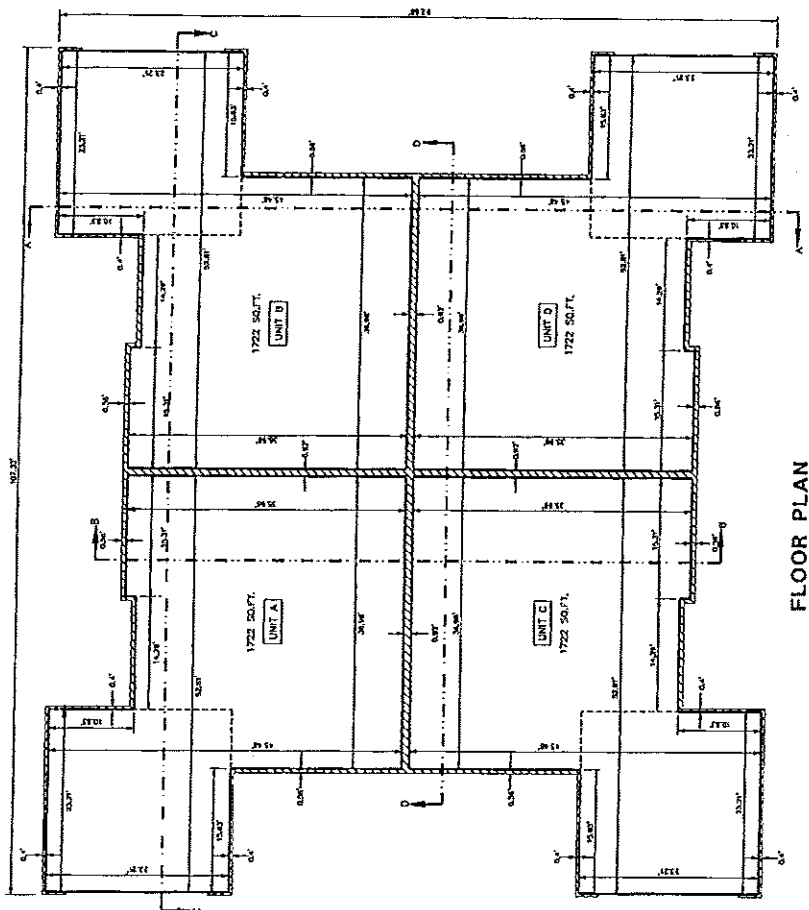


FLOOR PLAN - BUILDINGS 1, 2, 3, 5, 6, 7, 10
12, 13, 14 AND 16

Carriage Homes of Evans Creek

PART OF THE SOUTHWEST 1/4, SECTION 28,
TOWN 5 SOUTH, RANGE 4 EAST
CITY OF TECUMSEH, LENAWEE COUNTY, MICHIGAN

SHEET 5 OF 7 SHEETS

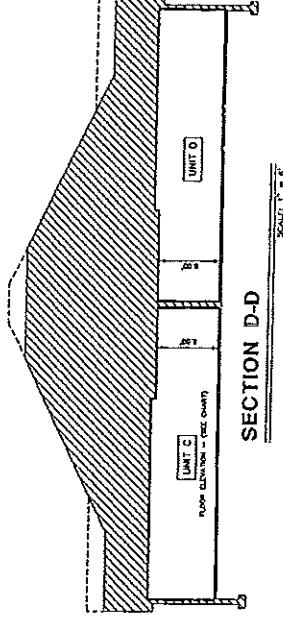
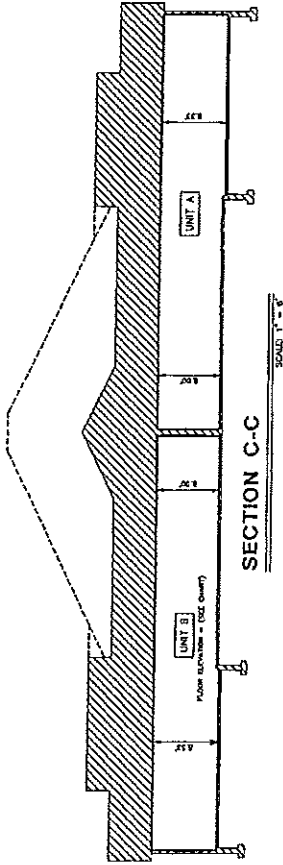
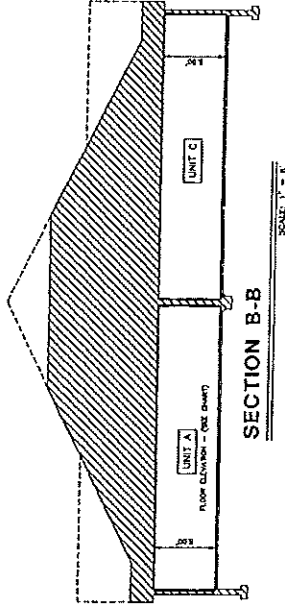
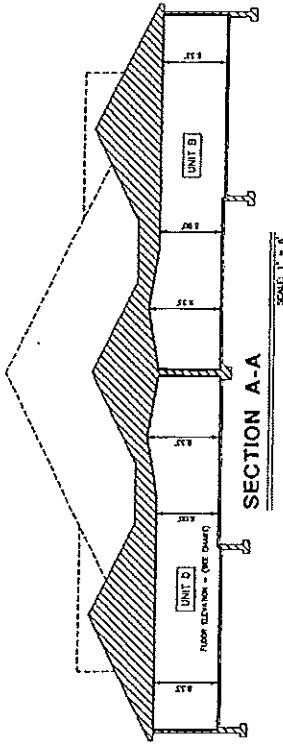


PREPARED BY:
ASSOCIATED ENGINEERS & ARCHITECTS, INC.
225 N. MAIN ST., AUBURN, MICHIGAN 49221

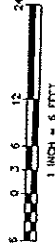
SEAL OF ARCHITECT
STEVEN A. YOUNG
PROFESSIONAL ARCHITECT No. 12222



Associated Engineers & Architects, Inc.
225 N. Main St., Auburn, Mich. 49221



NOTE: ALL OVERSIZES ARE IN SQUARES TO EACH OTHER UNLESS NOTED OTHERWISE.



CROSS SECTION - BUILDINGS 1, 2, 3, 5, 6, 7, 10, 12, 13, 14 AND 16

Carriage Homes of Beans Creek
PART OF THE SOUTHWEST 1/4, SECTION 28,
TOWN 5 SOUTH, RANGE 4 EAST
CITY OF TECUMSEH, LENAWEE COUNTY, MICHIGAN

SHEET 6 OF 7 SHEETS

LEGEND

- UNIT A
- UNIT B
- UNIT C
- UNIT D
- COMMON
- COMMON
- COMMON

BLDG. NO.	FLOOR ELEVATION
1	870.0
2	870.5
3	871.7
5	871.0
6	871.0
7	871.0
10	871.0
12	871.7
13	871.3
14	871.0
16	871.0

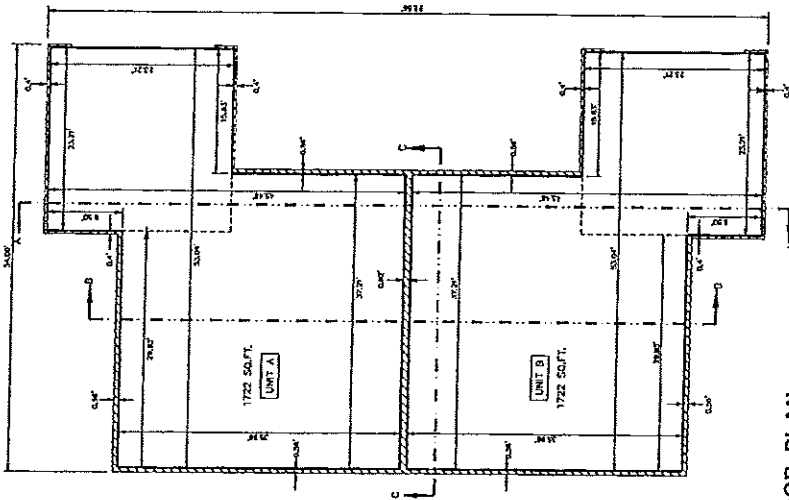


STEVE A. YOUNG
ASSOCIATED ENGINEERS & SURVEYORS, INC.
235 N. MAIN ST., ADRIAN, MICHIGAN 49221

Steve A. Young
STEVE A. YOUNG
PROFESSIONAL ENGINEER No. 20805



Associated Engineers & Surveyors, Inc.
1000 W. MAIN ST., ADRIAN, MICHIGAN 49221



FLOOR PLAN
UNITS - A & B
SCALE: 1" = 6'

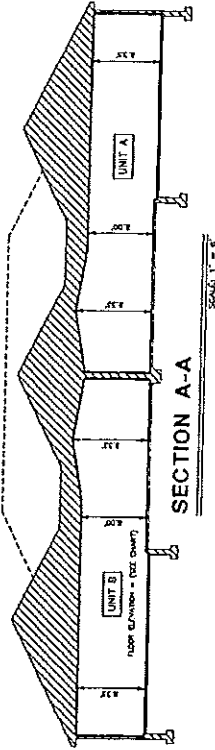
PREPARED BY:
ASSOCIATED ENGINEERS & SURVEYORS, INC.
235 N. MAIN ST., ANN ARBOR, MICHIGAN 48101
[Signature]
PROFESSIONAL SURVEYOR No. 2660
Associated Engineers & Surveyors, Inc.
235 N. Main St., Ann Arbor, Mich. 48101



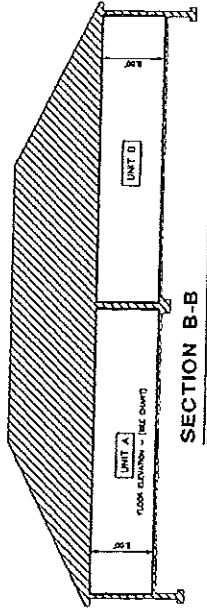
LEGEND

- UNITS OF OWNERSHIP
- COMMON COMMON
- COMMON
- UNIT COMMON
- COMMON

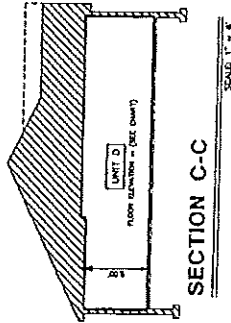
BLOCK No.	FLOOR ELEVATION
4	814.3
5	813.0
11	812.0
15	815.0



SECTION A-A
SCALE: 1" = 6'

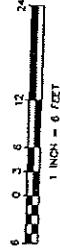


SECTION B-B
SCALE: 1" = 6'



SECTION C-C
SCALE: 1" = 6'

NOTE: ALL OWNERSHIP LINES ARE ON CORNERS TO EACH OTHER UNLESS NOTED OTHERWISE.



FLOOR PLAN & CROSS SECTIONS
BUILDINGS 4, 8, 9, 11 AND 15

Carriage Homes of Evans Creek
PART OF THE SOUTHWEST 1/4, SECTION 28,
TOWN 5 SOUTH, RANGE 4 EAST
CITY OF TECUMSEH, LENAWEE COUNTY, MICHIGAN

1994 JUN 20 PM 4:17

PUBLIC UTILITY EASEMENT AND
RIGHT OF WAY

LET THE PEOPLE KNOW ALL MEN BY THESE PRESENTS THAT D.R. MARTIN TRUST AKA DON R. MARTIN TRUST AND DONALD R. MARTIN TRUST DATED 31 DECEMBER 1983 AND THE D.J. MARTIN TRUST AKA DONALD J. MARTIN TRUST, DATED 3 DECEMBER 1979 AND AMENDED 14 SEPTEMBER 1983 AND D.J. MARTIN AND SHARON MARTIN, HUSBAND AND WIFE, of 10802 Newburg Lane, Tecumseh, Michigan, "Grantor", in consideration of the sum of ONE DOLLAR (\$1.00), receipt of which is acknowledged by Grantor and determined to be fair and just compensation by Grantor, does hereby grant, convey and release to the CITY OF TECUMSEH, a Michigan municipal corporation, whose address is 309 East Chicago Boulevard, Tecumseh, Michigan 49286, "Grantee", a Temporary Construction Easement and Permanent Easement and rights of way for the construction, use, operation, maintenance and repair of sanitary sewers, sewage pumping mains and appurtenances, under, over and across certain property situated in the City of Tecumseh, County of Lenawee, State of Michigan specifically described in and entitled "Legal Description of Property" in Attachment "A" hereof.

The said Temporary Construction Easement and right of way is that portion of said property specifically described in and entitled "Temporary Construction Easement" in Attachment "A", hereto, and shall be granted for such duration as is necessary or convenient for the placing, installation, or construction of sanitary sewers, sewage pumping mains, appurtenances and other activities incidental thereto, and shall terminate at such time as said property is restored as herein after provided.

The said Permanent Easement and right of way is that portion of said property specifically described in and entitled "Permanent Easement" in Attachment "A", hereto.

The grant, conveyance and release hereof includes the right of Grantee, its successors, assigns, agents, representatives and contractors, during the construction, maintenance and repair of said sewers, sewage pumping mains and appurtenances, to enter upon and pass over said easements and rights of way, to move equipment and materials thereon, and deposit excavated earth and store material and equipment thereon, and deposit all as may be necessary or useful for the construction, repair and maintenance of said sewers, sewage pumping mains and appurtenances and immediately upon completion of such construction, repair and maintenance, the Grantee shall fill all excavations, replace top soil removed, and reasonably restore the grade existing prior to excavation. The Grantor recognizes that the Grantee, its agents, representatives and contractors, may selectively remove certain trees, bushes, fences and other physical objects during the construction, maintenance and repair of said sewers, sewage pumping mains and appurtenances. The Grantee agrees to reasonably restore fences, drive-ways, and other facilities to that condition existing prior to exercising its rights hereunder.

Grantor shall not cause or permit any building or permanent structure whatever to be placed within said Permanent Easement without the written consent of the Grantee. The non-use or limited use of the easement shall not alter the full rights of the Grantee hereunder.

The easements and rights granted hereunder may be assigned by Grantee, and shall run with the land and be binding upon the heirs, successors and assigns of Grantor and Grantee. The terms and conditions herein set forth constitute the entire agreement of the parties.

The grant, release and conveyance hereof shall inure to the benefit of the City of Tecumseh, its successors and assigns.

IN WITNESS WHEREOF the Grantor has hereunto executed this instrument as of the 13TH day of JUNE, 1994

Signed in the Presence of:

D.R. MARTIN TRUST AKA DON R. MARTIN TRUST AND DONALD R. MARTIN TRUST DATED 31 DECEMBER 1983

Linda L. Castelli
LINDA L. CASTELLER

By: Donald R. Martin
Donald R. Martin, Trustee

M. Rosanne Eggleston
M. ROSANNE EGGLESTON

STATE OF MICHIGAN)
COUNTY OF LENAWEE) ss.

The foregoing instrument was acknowledged before me this 13TH day of JUNE, 1994, by Donald R. Martin, Trustee of the D.R. Martin Trust aka Don R. Martin Trust and Donald R. Martin Trust dated 31 December 1983.

Linda L. Castelli
LINDA L. CASTELLER Notary Public
Lenawee County, Michigan
My Commission Expires: OCTOBER 4, 1997

Signed in the Presence of:

D.J. MARTIN TRUST AKA DONALD J. MARTIN TRUST, DATED 3 DECEMBER 1979 AND AMENDED 14 SEPTEMBER 1983

Linda L. Castelli
LINDA L. CASTELLER

By: Donald J. Martin
Donald J. Martin, Trustee

M. Rosanne Eggleston
M. ROSANNE EGGLESTON

STATE OF MICHIGAN)
COUNTY OF LENAWEE) ss.

The foregoing instrument was acknowledged before me this 13TH day of JUNE, 1994, by Donald J. Martin, Trustee of the D.J. Martin Trust aka Donald J. Martin Trust, dated 3 December 1979 and amended 14 September 1983.

Linda L. Castelli
LINDA L. CASTELLER Notary Public
Lenawee County, Michigan
My Commission Expires: OCTOBER 4, 1997

Signed in the Presence of:

Linda L. Casteller
LINDA L. CASTELLER

D.J. Martin
D.J. Martin

M. Rosanne Eggleston
M. ROSANNE EGGLESTON

Sharon Martin
Sharon Martin

STATE OF MICHIGAN)
) ss.
COUNTY OF LENAWEЕ)

The foregoing instrument was acknowledged before me this
13TH day of JUNE, 1994, by D.J. Martin and Sharon
Martin.

Linda L. Casteller
LINDA L. CASTELLER Notary Public
Lenawee County, Michigan LINDA L. CASTELLER
My Commission Expires: OCTOBER 4, 1997

Instrument Drafted by:
Gregory J. Forsthoefel P-13580
Attorney at Law
102 N. Maumee St., P.O. Box 366
Tecumseh, MI 49286 (517) 423-2194

Legal Description of Property

Land in the City of Tecumseh, County of Lenawee, State of Michigan, described as follows:

Temporary Construction Easement

40 feet in width in the Southwest 1/4 of Section 28, Town 5 South, Range 4 East, said easement being described as being entirely within said 1/4 section and lying 20 feet on each side of a centerline being described as beginning at a point on the North line of the Southwest 1/4, 810.64 feet East of the West 1/4 post; thence South 27° 05' 15" East, 453.30 feet; thence South 49° 30' 31" East, 274.96 feet; thence South 6° 10' 03" East 238.95 feet; thence South 79° 47' 01" East, 207.77 feet; thence South 0° 03' 52" East, 1668.77 feet; thence South 90° 0' 00" East, 250.62 feet; thence South 0° 36' 52" East, 140.54 feet, more or less, to a point on the South line of Section 28 said point being located 40 feet East of the East property line of property owned by the Rex and Kristine Crist (Tax No. XTO 133 1260 00); said point being the point of ending.

ALSO 40 feet in width in the Southwest 1/4 of Section 28, Town 5 South, Range 4 East, said easement being described as lying 20 feet on each side of a described centerline being described as beginning at a point 53 feet South of the West 1/4 post of said Section 28; thence parallel with the North line of the Southwest 1/4 of said Section 28, Easterly 1,220.00 feet to the point of ending.

Permanent Easement

Under, over and across a strip of land 20 feet in width in the Southwest 1/4 of Section 28, Town 5 South, Range 4 East, said easement being described as being entirely within said 1/4 section and lying 10 feet on each side of a centerline being described as beginning at a point on the North line of the Southwest 1/4, 844.07 feet East of the West 1/4 post; thence South 27° 05' 15" East, 432.61 feet; thence South 49° 30' 31" East, 280.93 feet; thence South 6° 10' 03" East, 290.96 feet; thence South 79° 47' 01" East, 142.64 feet; thence South 0° 03' 52" East, 1643.70 feet; thence South 90° 0' 00" East, 250.62 feet; thence South 0° 36' 52" East, 111.02 feet, more or less, to a point on the South line of Section 28, said point being located 10 feet East of the East property line of property owned by the Rex and Kristine Crist (Tax No. XTO 133 1260 00); said point being the point of ending.