Arthur Black)
To)
).
Consumers Power Company)

Warranty Deed

Arthur Black, a single man, of the first part, in consideration of One Dollar ($1.00) to him paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, of the second part, receipt of which is hereby acknowledged, Conveys and Warrants to the party of the second part, its successors and assigns, Forever, the easement and right to lay down, construct and maintain gas pipes, mains, services and distributing structures and appliances for the purpose of transporting and distributing gas in, through and across the following described parcels of land in the Township of Leoni, County of Jackson, and State of Michigan to-wit:

The South one-half (½) of the Southwest one-quarter (¼) and also a parcel of land twenty (20) rods wide off the South side of the North one-half (½) of the Southwest one-quarter (¼) of Section nine (9) Township three (3) South, Range one(1) East, except a parcel of land known as Lot number six(6) of Duryea's Plat and also except all Lots heretofore conveyed from the unrecorded plat of Black's Twin Lake Subdivisions.

The route to be taken by said gas pipes or mains across said land being more specifically described as follows:

Lines of pipe to be laid in, through and across said above described land on a line as located and staked, following substantially the proposed streets in the unrecorded plat of Black's Twin Lake Subdivisions.

With full right and authority to the party of the second part, its successors or assigns, and its and their agents servants and employees to enter at all times upon said premises for the purpose of constructing, repairing, removing replacing and maintaining said gas pipes, mains, services, distributing structures and appliances

WITNESS the hand and seal of the party of the first part this 2nd day of September 1927

Arthur Black (L.S.)

(L.S.)

(L.S.)

(L.S.)

Signed, Sealed and Delivered
in Presence of
Jay Binning
Mrs Lizzie Loomis

STATE OF MICHIGAN)
 SS
County of Jackson)

On this 2nd day of September 1927, before me, a Notary Public of Jackson County, Michigan acting in Jackson County, personally appeared Arthur Black to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be his free act and deed.

Jay Binning
Notary Public, Jackson Co. Mich
My commission expires December 22nd, 1928

The tax certificate furnished in compliance with section 3957 compiled laws of 1897

A true copy of the original recorded
the 3rd day of October A.D. 1927 at
10:00 o'clock A.M.

Percy L Taylor
Register of Deeds.

Walter W. Black and wife
TO
Consumers Power Company

Received for record this 31st day of March A. D. 1937, at 4.00 o'clock P. M.
L.W. Gould, Register of Deeds.

Right of Way

Parcel No. 2.
T 3 S, R 1 E
Jackson County

Walter W. Black and Mary A. Black, his wife,

first parties, in consideration of One Dollars ($1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~towers,~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Leoni, County of Jackson and State of Michigan, to-wit:

A parcel of land in the Southwest one-quarter (¼) of Section 9, Township 3 South, Range 1 East, described as beginning at a point 990 feet South of the West quarter post of said Section 9, running thence South to the Northerly shore line of Round Lake, thence Southeasterly along the shore line of said Lake 1176.03 feet to the Northwest corner of Lot #135 of an unrecorded plat of said land, thence South 84° 10' East 100.1 feet to a point, thence East to a point 1406 feet East of the West line of said Section, thence North to a point due East of the place of beginning, thence West along the North line of a parcel of land formerly owned by Arthur Black to the place of beginning, excepting therefrom all Lots heretofore conveyed.

The route to be taken by said lines of ~~towers,~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Poles in said line to be set in a Northerly and Southerly direction on, over and across said above described land within the boundaries of the private drive as now located along the Westerly part of said above described land; also conveying the right to erect and maintain lines of wires leading laterally from said line of poles to the shore line of said Round Lake.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~towers,~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 8th day of February, 1937.

Signed, Sealed and Delivered in Presence of

J A Babcock
D. D. Robinson

Walter W. Black (L. S.)
Mary A Black (L. S.)
(L. S.)
(L. S.)

STATE OF ~~MICHIGAN,~~ Indiana
County of Allen } ss.

On this 8th day of February 1937, before me, a Notary Public of Allen County, ~~Michigan,~~ Indiana acting in Allen County, personally appeared Walter W. Black and Mary A Black

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Seal

C C Slain
Notary Public, Allen Co., ~~Mich.~~ Ind.

My commission expires October 23, 1938

STATE OF MICHIGAN)
County of Jackson) SS

On this 28th day of September 1927 before me, a Notary Public, of Jackson County, Michigan, acting in Jackson County, personally appeared Ella M Sheldon, to me known to be the same person named in and who executed the foregoing instrument and acknowledged the execution of the same to be her free act and deed.

Frank H Skinner

Notary Public, Jackson Co. Mich

My commission expires Sept. 1, 1931

The tax certificate furnished in compliance with section 3957 compiled laws of 1897

A true copy of the original recorded
the 13th day of October A.D.1927 at
4:00 o'clock P.M.

Percy L Taylor

Register of Deeds.

D.C.Sauer et al)
To)
CONSUMERS POWER COMPANY)

Easement

D.C.Sauer, also known as Daniel C Sauer and Edith J Sauer, his wife; Carrie M.Langridge formerly Carrie M Lombard, being sole divisee and residuary legatee under the will of George W Lombard, deceased, of the first part, in consideration of One Dollar ($1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors and assigns, Forever, the easement and right to lay down, construct and maintain gas pipes, mains services and distributing structures and appliances for the purpose of transporting and distributing gas in, through and across the following described parcel of land in the Township of Leoni, County of Jackson and State of Michigan, to-wit:

The North west one quarter (¼) of the Northeast one-quarter (¼) and the Northeast one quarter (¼) of the Northwest one quarter (¼) of Section sixteen (16) Township three (3) South Range one (1) East.

The route to be taken by said gas pipes or mains across said land being more specifically described as follows:

Lines of pipes to be laid in through and across said above described land on a line as located and staked, following substantially the streets and driveways now located on said land.

With full right and authority to the party of the second part, its successors or assigns, and its and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing replacing and maintaining said gas pipes, mains, services and distributing structures and appliances.

WITNESS the hands and seals of the parties of the first part this 6th day of September 1927

D.C.Sauer (L.S.)
Edith J Sauer (L.S.)
Carrie M Langridge (L.S.)
(L.S.)

Signed, Sealed and Delivered
in Presence of

As to D.C.S. (Jay Binning
& E.J.S. (Doris E Sauer

As to (Jay Binning
C.M.L. (Alfred W Langridge

STATE OF MICHIGAN)
County of Jackson) SS

On this 6th day of September 1927, before me, a Notary Public of Jackson County, Michigan acting in Jackson County, personally appeared D.C.Sauer and Edith J Sauer, to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Jay Binning

Notary Public, Jackson Co., Mich

My commission expires December 22, 1928

STATE OF MICHIGAN)
SS
County of Wayne)

On this 7th day of September 1927 before me, a Notary Public, of Jackson County, Michigan, acting in Wayne County, personally appeared Carrie M.Langridge to me known to be the same person named in and who executed the foregoing instrument and acknowledged the execution of the same to be her free act and deed.

Jay Binning

Notary Public, Jackson Co. Mich

My commission expires December 22, 1928

The tax certificate furnished in compliance with section 3957 compiled laws of 1897

A true copy of the original recorded
the 13th day of October A.D. 1927 at
4:00 o'clock P.M.

Percy L Taylor

Register of Deeds.

Charles R Ziegenbein & wf)
To)
Consumers Power Company)

Easement

Charles R Ziegenbein and Eva Ziegenbein, his wife, of the first part, in consideration of One Dollar ($1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation, authorized to do business in Michigan, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors and assigns Forever, the easement and right to lay down, construct and maintain gas pipes, mains, services and distributing structures and appliances for the purpose of transporting and distributing gas in, through and across the following described parcel of land in the Township of Leoni, County of Jackson and State of Michigan, to-wit:

Lot number one (1) of Block number one (1) of Duryea's Point Amended Plat, a subdivision of part of the West one-half(½) of the Southeast one quarter of Section nine(9) Township three (3) South, Range one (1) East.

The route to be taken by said gas pipes or mains across said land being more specifically described as follows:

Lines of pipes to be laid in an Easterly and Westerly direction in, through and acorss said above described land on a line as located and staked.

With full right and authority to the party of the second part, its successors or assigns, and its and their agents servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining said gas pipes, mains, services and distributing structures and appliances.

WITNESS the hands and seals of the parties of the first part this 23rd day of September 1927

Signed, Sealed and Delivered
in presence of

As to) F.H.Skinner
C.R.Z.) H.S.Fairbanks
)

As to) F.H.Skinner
E.Z.) Nellie L Skinner

Charles R Ziegenbein (L.S.)
Eva Ziegenbein (L.S.)
(L.S.)
(L.S.)

STATE OF MICHIGAN) SS
County of Jackson)

On this 23rd day of Sept. 1927, before me, a Notary Public of Jackson County, Michigan, acting in Jackson County, personally appeared Charles R Ziegenbein to me known to be the same person named in and who executed the foregoing instrument and acknowledged the execution of the same to be his free act and deed.

Frank H Skinner

Notary Public, Jackson Co. Mich

My commission expires Sept. 1, 1931

State of Michigan)
County of Jackson)SS

FORM 321 Hulth

Parcel No. 2.

RIGHT OF WAY

LIBER 479 PAGE 474

Polish Falcons Nest #336, a fraternal organization

first party, in consideration of One Dollar ($1.00) to its paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~xxxxx~~, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Leoni County of Jackson, and State of Michigan, to-wit: The Northwest one-quarter (¼) of the Northwest one-quarter (¼) of Section sixteen (16), Township three (3) South, Range one (1) East.

The route to be taken by said lines of ~~xxxxxx~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows

Second party may locate said route in a Northerly and Southerly direction on, over and across said above described land on a line as heretofore located and staked.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~xxxxx~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 16th day of August, 1946

POLISH FALCONS NEST #336

Signed, Sealed and Delivered in Presence of

Frank Zarzecki Frank Zarzecki	By Jacob Strzalko (L. S.) Jacob Strzalko President
A. R. Clemons A. R. Clemons	By Virginia Bronakowska (L. S.) Virginia Bronakowska Secretary
	(L. S.)
	(L. S.)

LIBER 479 PAGE 475

NWM 123-3209

Polish Falcons Nest #336, a
Fraternal Organization

to

Consumers Power Company

State of Michigan
County of Jackson } ss
Register's Office

The within instrument was received for record this 3rd day of December A. D. 19 46, at 9:00 o'clock A. M. and recorded in Liber 479 on page 474

G. G. Williams
REGISTER OF DEEDS

STATE OF MICHIGAN)
)ss.
County of Jackson)

On this 16th day of August, 19 46, before me, a Notary Public of Jackson County, Michigan, acting in Jackson County, personally appeared, Jacob Strzalko and Virginia Bronakowska, to me personally known, who being by me duly sworn, did each for himself say that he is the President and Secretary, respectively of the Polish Falcons Nest #336, a fraternal organization, that said instrument was signed and sealed on behalf of said fraternal organization by authority of its Board of Directors and the said Jacob Strzalko and Virginia Bronakowska acknowledged the execution of said instrument to be their free act and deed and the free act and deed of said fraternal organization.

Andrew R. Clemons
Andrew R. Clemons
Notary Public, Jackson County, Mich.

My commission expires February 12, 1950

STATE OF MICHIGAN, }
} ss.
County of .... }

On this .... day of .... 19 ...., before me, a Notary Public of .... County, Michigan, acting in .... County, personally appeared ....

....

to me known to be the same person.... named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be .... free act and deed.

....

Notary Public, ... Co., Mich.

My commission expires ....

W. W. Black, et al
TO
Consumers Power Company

Received for record this 11th day of March A. D. 1937, at 9.40 o'clock A.M.
_______________ Register of Deeds.

Right of Way

Parcel #3
T 3 S, R 1 E
Jackson County

W. W. Black, also known as Walter W. Black, son, Vivian L. Gifford, also known as Vivian Gifford, daughter, being all the heirs at law of Arthur Black, deceased, and Mary A. Black, wife of said W. W. Black,

first parties, in consideration of One Dollars ($1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~towers,~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Leoni, County of Jackson and State of Michigan, to-wit:

A parcel of land in the Southwest one-quarter (¼) of Section 9, Township 3 South, Range 1 East, described as commencing at a point 990 feet South of the West quarter post of said Section 9, running thence South to the Northerly shore line of Round Lake, thence Southeasterly along the shore line of said Lake 1176.03 feet to a place of beginning, said place of beginning being the Northwest corner of Lot #135 of an unrecorded plat of said land, running thence Southerly along the shore line of said Lake to the South line of said Section 9, thence East to a point 1408 feet East of the West line of said Section, thence North to the Southeast corner of a parcel of land now or formerly owned by Walter W. Black, thence West to a point 100.1 feet South 84° 10' East of the place of beginning, thence North 84° 10' West 100.1 feet to the place of beginning, excepting therefrom all Lots heretofore conveyed.

The route to be taken by said lines of ~~towers,~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Poles in said line to be set in a Northerly and Southerly direction on, over and across said above described land within the boundaries of the private drive as now located along the Westerly part of said above described land; also conveying the right to erect and maintain lines of wires leading laterally from said line of poles to the shore line of said Round Lake.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~towers,~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 13th day of January, 1937.

Signed, Sealed and Delivered in Presence of

W. G. Bennett	W. W. Black (L. S.)
H. D. Henry	Mary A Black (L. S.)
Elmer E Wood	Vivian L. Gifford (L. S.)
Norman Foster	(L. S.)

STATE OF MICHIGAN, } ss.
County of Jackson

On this 13th day of January 19 37, before me, a Notary Public of Jackson County, Michigan, acting in Jackson County, personally appeared Vivian L. Gifford to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be her free act and deed.

Elmer E Wood
Notary Public, Jackson Co., Mich.
My commission expires January 10th, 1939.

STATE OF INDIANA) SS.
County of Allen)

On this 19th day of January 1937, before me, a Notary Public of Allen County, Indiana, acting in Allen County, personally appeared W. W. Black and Mary A. Black to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Seal

C C Slain
Notary Public, Allen Co., Ind.

My commission expires October 23, 1939

3397

WARRANTY DEED—Typewriter Short Form—(Same Form as our No. 1, except the blank lines are omitted, and spacing is for typewriter).

LIBER 471 PAGE 489

1001

THE "GOOD" LINE OF LEGAL BLANKS
THE RIEGLE PRESS, FLINT, MICHIGAN

This Indenture, Made this 29th day of June in the year of our Lord one thousand nine hundred and forty-six,

BETWEEN WALTER W. BLACK and MARY A. BLACK, husband and wife, of 741 Forest Avenue, Oak Park, Illinois, parties of the first part,

and LOUIE WIRTH and NETTIE MAE WIRTH, of 205 Round Lake Drive, Michigan Center, Michigan, husband and wife, as tenants by the entireties, parties of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations-~~Dollars~~, to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, and [1] to their heirs and assigns, FOREVER, all the certain piece or parcel of land situate and being in the Township of Leoni, County of Jackson, and State of Michigan, and described as follows, to-wit: Commencing at the West quarter (¼) post of Section nine (9); Town-3-South; Range-1-East; thence South- 0° 27'-West along the West line of said Section (9) eleven hundred forty feet (1140.0 ft) to its intersection with the Southerly line of Grove Street extended Westerly; thence South-88° 45'-East along the said Southerly line of said Grove Street one hundred sixty-one and twenty-four hundredths feet (161.24 ft) to its intersection with the Westerly line of Round Lake Drive; thence South- 37° 25'-East along the said Westerly line of Round Lake Drive five hundred fifty-two feet (552.0 ft) to a point for the place of beginning for this description; thence continuing South-37° 25'-East along the said Westerly line of Round Lake Drive forty and one tenth feet (40.1 ft); thence South-49° 30'-West eighty-one and ninety-two ~~hundredt~~ hundredths feet (81.92 ft) to the traversed shore line of Round Lake; thence North-41° 1'-West along the said traversed shore line of Round Lake forty and twelve hundredths feet (40.12 ft); thence North-49° 34'-East eighty-four and one tenth feet (84.10 ft) to the place of beginning; the side lines and the lake front line of the described parcel of land to follow the recession of the water's shore line of Round Lake; and being a parcel of land formerly known as Lot 159 of the unrecorded Plat and now to be known as Lot 125 of the "Supervisor's Plat of Black's Sub-division" when recorded, Round Lake, Michigan Center, Michigan.

Subject to the following Building Restrictions-- No buildings shall be erected thereon nearer than 10 feet from the shore of the lake, or nearer than 5 feet from each side property line. Houses must be sided with matched or lap siding, approved shingles, brick, or stucco finish. Roof must be of approved materials that meet underwriter's specifications. House must be connected to a sanitary cesspool or septic tank. No outside toilets to be erected or used. No property to be sold, leased, or rented for any use to other than the Caucasian race.

This deed is executed and delivered in consummation of the terms of a certain land contract entered into and by the parties hereto on the__________day of______________, 194 .

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said parties of the second part and to [1] their heirs and assigns, FOREVER. And the said Walter W. Black and Mary A. Black, husband and wife, parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part [1] their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever, except such as may have accrued subsequent to the date of the described above contract by or thru the acts or negligence of the parties of the first part.

and that they will, and their heirs, executors, and/or administrators shall Warrant and Defend the same against all lawful claims whatsoever, except as stated above.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Anne J. Scott
Anne Scott.

David W. Scott
David W. Scott

Walter W. Black [L. S.]
Walter W. Black.

Mary A. Black [L. S.]
Mary A. Black.

[L. S.]

[L. S.]

STATE OF ~~MICHIGAN~~ ILLINOIS, } ss.
County of COOK

On this 29th day of JUNE in the year one thousand nine hundred and FORTY SIX before me, Charlotte E. Icely, a Notary Public in and for said County personally appeared Walter W. Black and Mary A. Black

to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be THEIR free act and deed.

Charlotte E. Icely
Charlotte E. Icely

Notary Public, COOK County, ~~Michigan~~ ILLINOIS.

My commission expires 8/29 1947

CHARLOTTE E. ICELY NOTARY PUBLIC COOK COUNTY, ILL.

1. Where conveyance is made to corporation or partnership, the following may be inserted, "its successors", and draw a line through the word "heirs".

1001

WARRANTY DEED

TYPEWRITER SHORT FORM

Walter W. Black & Wife
741 Forest Avenue
Oak Park, Illinois
To
Louie Wirth & Wife
205 Round Lake Drive
Michigan Center, Michigan

REGISTER'S OFFICE, } ss.
County of Jackson

This instrument was presented and received for record this 9th day of July A. D. 19 46 at 4:15 o'clock P. M., and recorded in Liber 471 of Deeds, on page 489, as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

G. J. Williams
Register of Deeds.

THE RIEGLE PRESS, FLINT, MICHIGAN

OFFICIAL SEAL Jackson County Register of Deeds
Mindy Reilly
L-1859 P-1100

2456418
Page: 1 of 6
10/20/2006 09:58A
Mindy Reilly - Jackson Co. M
L-1859 P-1100

JACKSON COUNTY
REGISTER OF DEEDS
OCT 19 2006
RECEIVED

W

MICHIGAN OPEN-END MORTGAGE
THIS IS A FUTURE ADVANCE MORTGAGE
BGM401 v1.000-04/01/2006

No. 7666795600

TOTAL PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED $38,250.00

This Mortgage, dated October 13, 2006, is by:
Jonathan B. Powers, a single man
(after this called "Mortgagors" whether one or more), whose mailing address is:
24667 Colgate St, Dearborn Heights, MI 48125
to **GreenStone Farm Credit Services, FLCA** (after this called "Mortgagee"), a federally chartered corporation whose address is:
1760 Abbey Road, Suite 200, East Lansing, Michigan 48823.

For valuable consideration, Mortgagors mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in the county or counties of **Jackson**, Michigan, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises."

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of **$38,250.00**, which Mortgagee has previously or along with this Mortgage advanced or is obligated to advance, evidenced by 1 promissory note(s) or supplementary loan agreement(s) (after this called "promissory note(s)"), as follows:

Date of Note	Face Amount ($)	Maturity Date
October 13, 2006	$38,250.00	December 1, 2036

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, with interest as provided in these documents, which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions, renewals, and modifications thereof; (b) the repayment of all additional advances which Mortgagee may make from time to time to any one or more of the Mortgagors or to any one or more of the makers of the promissory notes prior to the release of this Mortgage, whether made before or after the maturity of the promissory notes and whether evidenced by the same or other promissory notes given after this Mortgage, and any other future obligations of any one or more of these Mortgagors or these makers to Mortgagee, whether absolute or contingent, with interest as provided in the promissory notes, which may be variable or fixed as stated above, and all extensions, renewals, and modifications thereof. However, the maximum principal amount secured by this Mortgage, at any one time, exclusive of interest, shall not exceed **$38,250.00** in the aggregate. If the unpaid principal amount at any one time exceeds this sum, this Mortgage shall secure that portion of the unpaid principal amount that does not exceed this sum, and interest thereon; (c) notwithstanding the above limitation, the repayment of all other amounts with interest to which Mortgagee may become entitled under this Mortgage; and (d) the performance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "Indebtedness."

If the Indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

MORTGAGORS WARRANT THAT: (a) Mortgagors have fee simple title to the premises and good right to convey them and (b) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagors will warrant and defend title to the premises against all lawful claims.

MORTGAGORS AGREE AS FOLLOWS:

1. **Discharge Liens.** To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the premises and to perform every obligation imposed upon Mortgagors by the instruments creating these liens.

2. **Insurance.** To keep insured all buildings and improvements now or later located on the premises against loss or damage by fire, wind, flood (if Mortgagee requires), and extended coverage perils, in companies and amounts satisfactory to Mortgagee and to provide on request satisfactory proof of insurance. The insurance policy shall contain a loss payable clause in favor of Mortgagee providing all rights customarily granted under the standard mortgage clause. At Mortgagee's option, insurance proceeds may be applied to the Indebtedness, or be used for reconstruction of the damaged property or be released to Mortgagors for reconstruction. If this Mortgage is foreclosed, Mortgagors' interest in policies shall pass to Mortgagee.

3. **Protective Advances.** If Mortgagors fail to pay taxes, assessments, judgments, mortgages or other liens on the premises or to maintain insurance as required by this Mortgage, Mortgagee may do so.

4. **Pro Rata Payments.** Mortgagee may, at its option, require Mortgagors to pay to Mortgagee, at the same time as each regular installment of principal and interest, an amount equal to a pro rata portion of the taxes, assessments and insurance premiums next to become due, as estimated by Mortgagee.

5. **Protective Actions.** In any collection or foreclosure activities or proceedings, or if Mortgagors fail to perform any agreement or term contained in this Mortgage, or if any proceeding is commenced which affects Mortgagee's interest in the premises (including but not limited to eminent domain, insolvency, bankruptcy code enforcement or probate), Mortgagee may (but is not obligated to) make such appearances, disburse such sums and take such actions as Mortgagee believes are necessary to protect its interest and preserve the value of the premises. This includes, but is not limited to, disbursement of reasonable attorneys' fees, court costs, costs of environmental audits and compliance, costs of appraisals and title evidence, and making repairs and maintenance. Mortgagee may inspect the premises at reasonable times including investigating the environmental condition of the premises and taking soil and water samples.

6. **Additions to Indebtedness.** All amounts incurred or advanced by Mortgagee under paragraph 3 or 5 of this Mortgage shall be due immediately, shall bear interest as provided in the promissory note described in this Mortgage or the promissory note with the latest maturity date if more than one is described, and shall be secured by this Mortgage.

7. **Maintain Premises.** (a) To not remove or permit to be removed any buildings, improvements or fixtures from the premises, (b) to maintain the premises in good repair and condition, (c) to cultivate the premises in good, husbandlike manner, (d) to use the premises for farm purposes (if used for farm purposes on the date of this Mortgage), (e) to not cut or remove wood or timber from the premises except for domestic use, and (f) to neither commit nor permit waste of the premises. If the premises are abandoned or left unoccupied Mortgagee may (but is not obligated to) go upon the premises to protect them against waste, vandalism or other damage without liability for trespass.

8. **Complete Improvements.** To complete in a reasonable time any improvements now or later under construction on the premises.

9. **Use of Loan Proceeds.** The proceeds of the Indebtedness shall be used solely for (a) the purposes specified in the loan application or, (b) other purposes Mortgagee may require or agree to in writing.

10. **Assignment of Rents.** Mortgagors by this Mortgage assign to Mortgagee to further secure the payment of the Indebtedness the rents, issues and profits of the premises now due or which may later become due. Upon Default under this Mortgage by Mortgagors, Mortgagee: (a) shall immediately and without any further action to enforce its interest have an enforceable and perfected right to receive such rents, issues and profits and (b) may in its sole discretion notify any or all tenants to pay directly to Mortgagee all such rents, issues and profits. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the premises.

11. **Minerals and Eminent Domain.** In this paragraph 11 "minerals" includes but is not limited to oil, gas, coal, lignite, rock, stone, gravel, sand, clay, peat and earth. Mortgagee shall, at its option, receive all sums which may accrue to Mortgagors from eminent domain proceedings or from the sale, lease, development or removal of minerals in and under the premises. These sums shall be applied to the Indebtedness as Mortgagee elects. Nothing in this Mortgage, however, obligates Mortgagee to accept these sums or constitutes consent to the sale, lease, development or removal of minerals, or obligates Mortgagee to receive any payment during foreclosure or a redemption period. If a lawful claimant enters or asserts a right of entry on the premises for the purpose of exploration, development or removal of minerals under reservation or conveyance paramount to this Mortgage, to the exclusion of and without compensation to Mortgagors, then, at the option of Mortgagee, the entire Indebtedness shall become due and payable.

12. **Actions Not Affecting Lien or Liability.** Without affecting the priority of the lien of this Mortgage or the liability of Mortgagors or of any other party for the payment of the Indebtedness, Mortgagee may from time to time without notice to Mortgagors: (a) release all or part of the premises from the lien of this Mortgage, (b) extend and defer the maturity of and renew and reamortize all or any part of the Indebtedness, (c) adjust interest rates as provided in the promissory note(s) and (d) release from liability for payment of the Indebtedness one or more parties who are or become liable for its payment.

13. **Hazardous Substances.** To comply with all federal, state and local laws and the recommendations of all courts and government agencies concerning the generation, use, discharge, release, storage and disposal of hazardous substances, petroleum products, farm chemicals and general waste on the premises. Mortgagors warrant that no hazardous substances have previously

been discharged, released, stored or disposed of on the premises and will take all remedial action necessary to remove any hazardous substance found on the premises during the term of this Mortgage or after default by Mortgagors. Mortgagors will indemnify Mortgagee, its directors, officers, employees and agents against all claims and losses, including court costs and attorneys' fees, arising directly or indirectly out of Mortgagors' failure to comply with this paragraph. This warranty and indemnity shall survive termination of this Mortgage.

14. **Events of Default.** Each of the following constitutes a default of this Mortgage by Mortgagors (Default): (a) failure to pay when due any part of the Indebtedness; (b) failure to perform or observe any warranty, agreement or term contained in this Mortgage or in any promissory note(s) evidencing the Indebtedness or in any related loan agreement(s); (c) the appointment of a receiver, receiver pendente lite or liquidator, whether voluntary or involuntary, for any of the Mortgagors or for any of the property of any of the Mortgagors; (d) the filing of a petition by or against any of the Mortgagors under the provisions of any state insolvency law or the Bankruptcy Reform Act of 1978, as amended; (e) the making by any of the Mortgagors of an assignment for the benefit of creditors; (f) the sale or transfer without Mortgagee's prior written consent of all, any part of, or any interest in, the premises or any beneficial interest in a land trust holding title to the premises by Mortgagors or any party having a beneficial interest in the land trust; (g) the transfer without Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation, if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default.** Mortgagee may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing the Indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage (judicially or by power of sale) or both; (b) Sell the premises at public auction and execute to the purchaser(s), deeds of conveyance in accordance with the statutes; (c) At any sale held pursuant to this power of sale or pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagors; (d) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs of the sale, and attorneys' fees in a reasonable amount; (e) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises with the usual powers provided by statute, and Mortgagors hereby consent to the appointment; (f) If there is any security other than this Mortgage for the Indebtedness, then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses; (g) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

16. **Tax Refunds.** Mortgagors give Mortgagee a security interest in all existing and future tax refunds for the premises under the Michigan Farmland and Open Space Preservation Act to secure the payment of all property taxes and associated interest, penalties and fees on the premises. Mortgagors agree to execute and deliver any documents requested by Mortgagee to evidence and perfect this security interest.

17. **Land Contracts.** Mortgagors agree to perform all obligations and timely make all payments required under any existing or future land contracts on all or any part of the premises. If Mortgagors default in any such land contract, Mortgagee on behalf of Mortgagors, may pay all amounts owing and remedy any default under the contract. All amounts paid and expenses incurred by Mortgagee in doing so shall be added to the Indebtedness.

18. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

19. **Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

20. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

21. **Waiver of State Rights.** Mortgagors waive and relinquish all rights given by the homestead and exemption laws of the State of Michigan.

Jonathan B. Powers

ACKNOWLEDGMENTS

STATE OF **MICHIGAN**) ss. **(Individual)**

County of Jackson)

On **October 13, 2006**, before me personally appeared:
Jonathan B. Powers, a single man
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the same as his free act and deed.

Beverly A. Winchell

________________, Notary Public
__________ County, **Michigan**
My Commission Expires __________

Beverly A. Winchell, Notary Public
State of Michigan, County of Jackson
My Commission Expires 3/19/2011
Acting in the County of Jackson

FINAL CERTIFICATE – FOR USE BY LENDER ONLY

☐ The undersigned **attorney** certifies that based on the lender's files, this loan is secured by a first lien or its equivalent from a security standpoint on the real estate security in compliance with the Farm Credit Act of 1971 and associated regulations.

☐ The undersigned **non-attorney** certifies that 1) qualified personnel have reviewed the title policy and it complies with standards prescribed by lender's counsel and 2) the title policy insures that the loan is secured by a first lien or its equivalent from a security standpoint.

Date: __________

Authorized Signature

This instrument was drafted by:

Bruce Harry	**PO Box 337**	**Concord, MI 49237**
(Name)	(Address)	(City/State/ZIP)

Return Recorded Document to:
Beverly Winchell GREENSTONE FCS
PO Box 337
Concord, MI 49237

#

EXHIBIT B
CONDOMINIUM RIDER (GS 997B)

THIS CONDOMINIUM RIDER is made this 13th day of October, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage ("Mortgage") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GreenStone Farm Credit Services, FLCA, (the "Lender") of the same date and covering the property described in the Mortgage and located at: V/L Round Lake Drive, Leoni Twp, Jackson County, Michigan. The Property included a unit in, together with and undivided interest in the common elements of, a condominium project known as: Oak Point Site Condominium (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

A. CONDOMINIUM OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then:

(i) Lender waives any provision or requirement for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under the Mortgage to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Mortgage as provided in the Mortgage.

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Borrower	Borrower
Borrower	Borrower

2456418
Page: 5 of 6
10/20/2006 09:58A
Mindy Reilly - Jackson Co. M
L-1859 P-1100

EXHIBIT A

LEGAL DESCRIPTION ATTACHMENT

No. **7666795600**

The real estate in **Jackson** County, Michigan, referred to in the Mortgage or Deed of Trust dated **10/13/2006**, executed by:

Jonathan B. Powers, a single man

as Mortgagors/Grantors, to **GreenStone Farm Credit Services, FLCA**, as Mortgagee/Beneficiary, is described as follows:

Land situated in the Township of Leoni, County of Jackson, State of Michigan, described as follows:

Unit No. 4, Oak Point Condominium, according to the Master Deed recorded in Liber 1701, Page 587, Jackson County Records, designated as Jackson County Condominium Plan No. 93, together with the rights in General Common Elements and Limited Common Elements as set forth in the above Master Deed as described in Act 59 of Public Acts of 1978 as amended.

Subject to existing easements, highways and restrictions of record.

Tax Parcel ID No.:

015-14-16-128-003-04

This mortgage also is subject to the terms and provisions of Exhibit B, Condominium Rider, which is attached to and incorporated by reference in this mortgage.

000-14-09-355-026-00 & 000-14-16-128-003-00

62

JACKSON CO. TREASURER'S CERTIFICATE
No. 10745D Jackson, Mich. 7/16 2002 I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the State or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument, as appears by the records in this office except as stated. Additional taxes may be owing due to proposal A. Transactions after 5:00 pm will be on the next business day.

JANET C. ROCHEFORT, County Treasurer
Sec. 135, Act 206 1893 As Am.

Jackson Co. Page: 1 of 62 DMA

2249618
07/16/2002 09:43A
L-1701 P-587

MASTER DEED

OAK POINT SITE CONDOMINIUM

(Act 59, Public Acts of 1978, As Amended)

THIS MASTER DEED is made and executed on this 16th day of July, 2002, by Oak Point, LLC, hereinafter referred to as the "Developer", whose address is 4710 Pin Oak Trail, Jackson, MI 49201, in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.2 of the Complied Laws of 1948 and Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in Sections 9 and 16, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan described as follows:

SEE EXHIBIT C

AND WHEREAS, the Developer desires, by recording this Master Deed, together with the Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish the real property, together with the improvements located and to be located thereon and the appurtenances thereto, as a Condominium project under the provisions of the Act, and;

WHEREAS, the Developer reserves the unilateral right, FOR A PERIOD OF FIVE YEARS, to expand the number of Condominium Units from the 14 Units situated on the land described in Exhibit C to an additional 14 common walled storage Units (to be assigned as Limited Common Elements to each of the 14 Units) on common elements of such Exhibit C land, and;

WHEREAS, the Developer further reserves, FOR A PERIOD OF FIVE YEARS, the unilateral right to expand the Exhibit C Condominium project onto adjacent lands situated both North and West of the Exhibit C land, which are respectively described as:

SEE EXHIBIT D, and
SEE EXHIBIT E

NOW, THEREFORE, the Developer does, upon the recording hereof, establish OAK POINT SITE CONDOMINIUM, (hereinafter referred to as the "Condominium" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A", "B", "C", "D" and "E" hereto, and further subject to a specific reservation onto the Developer, his successors and assigns of all gas, oil, and mineral rights of the above described parcel, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, personal representatives, and assigns. In futherance of the establishment of said Condominium Project, it is provided as follows:

FIRST: Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may used in various other instruments such as, by way of example and not in limitation, the Articles of Incorporation and Rules and Regulations of the Oak Point Site Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishments of or transfer of interest in Oak Point Site Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

(2) "Association" means the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate manage, and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium documents or the bylaws of the State of Michigan.

(3) "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive right 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 Non-Profit Corporation Act.

(4) "Common elements", where used without modification, shall mean both the general and limited common elements described on paragraph FOURTH hereof.

(5) "Condominium documents", wherever used, means and includes this Master Deed and Exhibits "A" and "B" hereto the Articles of Incorporation and the Rules and Regulations, if any, of the Association.

(6) "Condominium premises" means and includes the land, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Oak Point Site Condominium as described above.

(7) "Condominium", "Condominium project" or "Project" means Oak Point Site Condominium, established in conformity with the provisions of the Act.

(8) "Condominium Subdivision Plan" means Exhibit "B", attached hereto.

(9) "Consolidating Master Deed" means the final amended Master Deed which shall describe Oak Point Site Condominium as a completed Condominium project and shall reflect the entire land area added to the Condominium from time to time under paragraph NINTH and all Condominium units and common elements therein, and which shall express percentages of value pertinent to each Condominium unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Jackson County Register of Deeds, shall supersede all previously recorded Master Deeds for Oak Point Site Condominium.

(10) "Construction and sales period" means, for the purpose of the Condominium documents and the rights reserved to the Developer thereunder, 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.

(11) "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". "Co-owner" shall also include a land contract vendee.

(12) "Developer" means Oak Point, LLC, A Michigan Limited Liability Company, which has made and executed this Master Deed, and is successor and assigns.

(13) "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 property

may be brought before the meeting. Such meeting (i) may be held at any time, in the Developer's sole discretion, and (ii) must be held within (a) fifty-four (54) months from the date of the first unit conveyance, or (b) one-hundred-twenty (120) days after seventy-five percent (75%) of all units created are sold, whichever occurs first.

(14) "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.

(15) "Unit" means: a single family residential site Condominium Unit in Oak Point Site Condominium Project, as described in paragraph FIFTH hereof and depicted in Exhibit "B" hereto, and shall have the same meaning as "Condominium unit" as defined in the Act.

(16) Whenever any reference herein is made to one's gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, wherever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

SECOND: The Condominium project shall be known as Oak Point Site Condominium, Jackson County, Condominium Subdivision Plan No. 93. The engineering and architectural plans for the project (including all improvements to be constructed therein) are or will be on file with the Township of Leoni, County of Jackson, State of Michigan. The Condominium project is established in accordance with the Act.

THIRD: The units contained in the Condominium, including the number, boundaries, dimensions, and area of each Condominium unit therein, are set forth completely in the Condominium Subdivision Plat attached in Exhibit "B" hereto. Each unit has been created for single family residential, multiple family residential or commercial purposes and each unit is capable of individual utilization on account of having its own access to a common element of the Condominium project. Each co-owner in the Condominium project shall have an exclusive right to his/her Condominium unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium project as are designated by this Master Deed.

FOURTH: The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for the maintenance, decoration, repair, or replacement thereof are as follows:

(1) The general common elements are:

(A) The land described in page one (1) hereof (other than that portion thereof described in paragraph FIFTH below) and in Exhibit "B" hereto as constituting the Condominium units, including roads, sidewalks, utility easements and drainage, water and sanitary sewer easements, park and other improvements not designated as limited common elements and not located within the boundaries of a Condominium unit. Those structures and improvements that now or hereafter are located within the boundaries of Condominium unit shall be owned in their entirety by the co-owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Condominium documents, constitute common elements;

(a) The County and private road easements;

(b) The electrical wiring network throughout the project up to, but not including, that which now or hereafter are constructed within the perimeter of a unit;

(c) The gas line network throughout the project up to, but not including, that now or hereafter are constructed with the perimeter of a unit;

(d) The telephone wiring network throughout the project up to, but not including, that now or hereafter are constructed within the perimeter of a unit;

(e) The sanitary sewer collection system throughout the project, but not including the are within the perimeter of the Unit.

(f) The entryway until dedicated to the Jackson County Road Commission.

(g) The Private Road, until dedicated to the public, if ever.

(h) Such other elements of the project not herein designated as general or limited common elements which are not located within the perimeter of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the project, including the common walled storage units, if erected by the developer;

(i) Some or all of the utilities (including mains and service leads) and equipment described in paragraph FOURTH (1) (a), (b), (c), (d), and (e) may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owners' interest therein, or until the Municipality accepts the future dedication thereof, and the

Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

(2) Limited Common Elements, shall be subject to the exclusive use and enjoyment of the co-owner of the unit or units to which such limited common elements are appurtenant. Limited common elements exist above each Unit to perpetuity, and below such Unit to the depth of 25 feet, and shall include the common walled storage units if erected by the Developer.

(3) The respective responsibility for the maintenance, repair and replacement of the common elements are as follows:

(a) Association Responsibilities: The responsibility for and the cost of maintenance, repair and replacement of roadway, any utilities situated therein (to the extent such are not "public" utilities, which are located within common elements , shall be borne by the Association.

(b) Co-owners' Responsibilities: The co-owners individually shall be responsible for the installation, repair, maintenance and payment of all utilities, structures and appurtenances within the perimeter of his unit, including but not limited to, the Co-Owner's individual ON-SITE PUBLIC WATER SYSTEM. The co-owner is also responsible for the care of the easements which are adjacent to or traverse his/her unit as set forth in Article VI, Section 8 of the Bylaws.

FIFTH:

(1) Each unit of the Condominium project as described in this paragraph with reference to the Condominium Subdivision Plan of Oak Point Site Condominium was surveyed by Ripstra & Scheppelman, Inc., and is attached hereto as EXHIBIT "B". Each unit shall consist of the land contained within the unit boundaries as shown on EXHIBIT "B" hereto and delineated with heavy outlines.

(2) The percentage value assigned to all units 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 no material differences among the unit 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 same 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 one hundred percent (100%).

SIXTH: Notwithstanding any other provision in this Master Deed or the Bylaws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a Condominium unit of record.

(1) A first mortgagee, at its request, is entitled to written notification from the Association of any default by the co-owner of such Condominium unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.

(2) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure shall be exempt from any "right of first refusal" contained in the Condominium documents and shall be free to sell or lease such unit without regards to any such provision.

(3) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure shall be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

(4) Unless at least two-thirds (2/3) of the co-owners (other than the Developer) of the individual Condominium units have given their prior written approval, and unless all of the Developer's interest had been assigned, the Association shall not be entitled to;

(a) by act or omission seek to abandon or terminate the condominium project;

(b) change the pro rate interest or obligations of any condominium unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each nit in the common elements;

(c) partition or subdivide any condominium unit;

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.

(5) Each first mortgagee has the right to examine the books and records of the Association and the Condominium project.

(6) No Condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of Condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation

awards for losses to or taking of Condominium units and/or common elements.

(7) Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Board of Directors of the Association by notice to the management agent at least thirty (30) days before the expiration of one (1) year.

SEVENTH: In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the Bylaws attached hereto as Exhibit "A".

EIGHTH: There shall be easements to, through and over the entire project, including all of the land, structures, buildings, and improvements, therein, for the continuing maintenance and repair of all utilities in the Condominium. In the event any improvements located on one unit encroach upon another unit or upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exist and for maintenance, repair and replacement thereof following damage or destruction. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Condominium for utility, roadway or safety purposes.

NINTH: The Condominium project established pursuant to the initial Master Deed of Oak Point Site Condominium and consisting of Fourteen (14) residential site units, sanitary sewer, underground gas, electric cable, street lights, the Private Road and its entryway "must be built". The 14 common walled storage units proposed to be limited common elements "Need Not Be Built".

TENTH: A) There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees to all units and common elements in the project for access to the storm drains, sanitary sewers, underground utilities, street lights and roads that are constructed within the project to permit the maintenance, repair and replacement thereof on accordance with the terms hereof. Except as otherwise expressly provided herein, the Association shall be responsible within and up to the perimeter of a unit, for performing the routine repairs and maintenance of the road, water main, sanitary sewers, storm drains and sales, to the extent such are not or do not become public utilities, with the individual co-owner thereof to reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments on Article II of the Bylaws. In addition to the foregoing, the co-owners shall be individually responsible for the costs of maintenance, repair and replacement of all driveways, sidewalks, lawns, shrubs, residential dwellings (including multi-family), commercial structures, both interior and exterior, and on unit utilities. The co-owner shall also be individually responsible for the lawn care of any general common element traversing his/her unit. In no event shall the Association be liable for the decoration, maintenance, repair or replacement of any portion of the unit or the exterior or interior of any such dwelling, located thereon.

ELEVENTH: The Developer further reserves the right at any time prior to recording the Consolidating Master Deed, to grant easements for utilities over, under and across the Condominium premises 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 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 Exhibit "B" hereto, recorded in the Jackson 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 as may be required to effectuate the forgoing grant of easement or transfer of title.

TWELFTH: The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant such easement, licenses, right-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 the paragraph NINTH hereof, subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Condominium documents may be modified nor any of the obligations with respect thereto be varied without the consent of each person benefitted thereby.

THIRTEENTH: The Developer, the Association and all public or private utilities shall have such easements over, under, across, and through the Condominium premises, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, 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 limitation, the right of the Association to obtain access, during reasonable hours and upon reasonable notice, to water meters, and other common elements located within any unit.

FOURTEENTH: All units hereafter conveyed by Developer or his successor shall be used for single-family residential purposes only (as controlled by the zoning as existed the date this Master Deed was first recorded) and shall be further subject to the following restrictions:

1. All units shall be subject to the zoning and building ordinances of Leoni Township, Jackson County, Michigan and shall be further subject to all laws, rules and regulations of the State of Michigan, the Jackson County Health Department and the Department of Environmental Quality.

2. No residential units shall be re-subdivided nor divided/split, except for Unit 1.

3. No structure or other building shall be erected or permitted to remain on any unit other than: one single family dwelling with an attached three car garage. No garage or any other storage building shall be erected on any parcel that does not conform in general appearance and architecture with the dwelling on such unit.

No mobile homes, modular homes, manufactured homes tents, shacks or similar structures shall be erected, moved onto or place upon any Unit for use as a residence, building or any structure for any other purpose. For purposes of this restriction, mobile home, modular homes and manufactured homes shall include any residence or structure substantially fabricated at a location or site other than the Unit and is of a vehicular, portable design, or built on a chassis with or without wheels and capable of being moved from one site to another, and to be used with or without a permanent foundation, or any other steel frame assembly similar in design and purpose. It is the intent of this restriction to require all residences, buildings and other structure to be "stick built", at the site and of quality construction, utilizing customary residential building materials and methods, to the exclusion of all mobile, modular, manufactured or other similar buildings or structures. Roofs of all residences shall have a minimum pitch of 7/12 with a minimum soffit extension of 12 inches from the vertical face(s) of the dwelling. Interior ceiling heights shall be a minimum of 8 feet over a minimum of 89% of the first floor enclosed living area.

All residential dwellings, shall be constructed with a minimum of 1 1/2 private inside bathroom facilities. No outside toilets shall be permitted on any unit, except during the period of construction. All Units shall be connected to public sewers.

4. Accessory structures, having a maximum area of 1000 square feet may be constructed, providing that it is architecturally compatible with the dwelling, and approved by the Developer, or its successor Architectural Review Committee as set forth in below paragraph 43.

5. No signs, (except "For Sale Signs"), or other mediums of advertising may be displayed on any Unit or from any dwelling. Commercial traffic generated from any Unit, other than normal delivery of services related to mail, UPS, Federal Express, garbage removal, lawn maintenance or activities such activities normally related to non-commercial single family residential dwellings, shall constitute an offensive activity and a nuisance.

6. All buildings constructed or erected on said units must be built with new solid and permanent material, aluminum siding may not be used for the exterior surface of any structure (except soffits and facia) to be situated upon any of the units. All wood exteriors shall be stained or painted; The exterior surface of such structure/dwelling/outbuilding shall be of brick, stone, cedar, vinyl, hardiboard, drivit or comparable building products. No geodesic dome or earth covered homes may be built on any site. The exteriors of all buildings must be completed within six (6) months from the date that construction commences.

7. No structure or preconstructed home modules shall be moved onto any unit, including modular homes, manufactured homes or trailers. Pre-constructed wall panels may be utilized.

8. No dwelling or any other structure shall be erected, placed, constructed or altered on any unit until the building plans, specifications and site plan have been approved by the Developer, or his successor Architectural Review Committee (as set forth in Paragraph 43 below), for conformity and harmony of external design, the location of the building with respect to set-back distances and conformity to deed restrictions. If the Developer, authorized representatives or their successors fail to approve or disapprove such plans and specifications within forty-five (45) days after the plans have been submitted for approval, approval shall be presumed.

9. The authority to approve or disapprove said plans and specifications is reserved unto Developer, or his successor, until relinquished by the developer, at which time the then record owners of the majority of the units which are subject to the covenants herein contained may designate in writing, duly recorded among the County Land Records, their authorized representatives who thereafter shall have all the powers, subject to the same limitations, as were previously delegated to the Developer.

10. No dwelling shall be erected, altered, placed or permitted on any unit not in conformance with the following minimum

size requirements as to living area, exclusive of porches, breezeways and garages with no limitations as to minimum ground floor area except as permitted; measurements to be made are of the external walls.

11. Developer reserves the right to grant builders the right to construct model sales office in development, subject to architectural review.

12. The following restrictions apply to:

Residential Units

One Story Ranch	1800 sq ft	
Bi-level	2000 sq ft	(All units must have
Tri-level	2200 sq ft	attached three
Two Story	2400 sq ft	car garage-min. 600 sq ft)
One & One Half Story	2300 sq ft	

Note: Fences may not be constructed on any Unit.

Note: A typical setback detail, are described immediately below.

13. Setbacks for all units:

Front setbacks	25’ min.
Side Yard	10’ min. (25’ Total)
Backyard (Lakefront)	30’ min.

14. No outbuildings, structures of any kind, may be placed within the area between the property line and the minimum setbacks referenced above. No outbuilding may be constructed of any type until a plan is submitted to the Developer, or its successor architectural control committee and written approval received therefrom. A building permit also needs to be issued for all buildings. The appearance of the outbuilding must conform to the architecture of the main dwelling, and may not consist of metal prefabricated sheds, nor be sided in aluminum. No outbuilding may exceed 1000 square feet.

15. No above ground pools of any kind are permitted on any unit.

16. No basement construction, temporary construction, garage, trailer, tent or mobile home shall be used as living quarters in whole or part at any time, and no trailers, motor coaches, house trailers, campers or similar vehicles shall be store thereon, except in a garage.

17. All recreation vehicles, vans, campers, boats, carts, trailers or any kind, wagons or similar or related vehicles shall be stored inside a garage, when not in use. The co-owner may not store any such vehicle(s) on the unit (outside the garage) for more

than a fourteen day period. Boats, properly tied a dock constructed in the center of a unit, may be left in the lake for the season.

18. The number of dogs and cats per each residence shall not exceed 2 dogs and 3 cats, which may not be left outside overnight.

19. No other animals, livestock or poultry of any kind shall be raised on any unit. Household pets may be kept provided they are not kept, bred or maintained for commercial purposes. No dog runs or kennels of any kind will be permitted on any Unit.

20. No trees with more than twelve (12) inch circumference may be cut without written permission of the Developer or it successor. Clear cutting of any trees is not allowed; except within 20 feet of a dwelling which has been approved in writing.

21. The repair and maintenance of the unit and the dwelling thereon, and the maintenance of the lawn and shrubs shall conform to the minimum rules hereafter established by the Developer or its successor Association, and shall be performed by the co-owners, at his/her expense.

22. Satellite dishes exceeding eighteen (18) inches shall not be permitted at any time on any unit or dwelling. Satellite dishes of 18" diameter or less, shall be permitted to be affixed to the dwelling in such a fashion so as not to be visible from the street.

23. No trash burning shall be allowed on any unit.

24. No outdoor lighting nuisance shall be permitted.

25. No signs shall be allowed in common areas or road right of ways, except the subdivision marquee, and street name sign.

26. The grade level of each unit shall be such as to blend into the adjacent unit and the grade level for all dwelling construction shall be such as to provide necessary drainage away from dwelling and away from the neighboring Unit(s).

27. All dwellings shall be completed within one (1) year after the start of construction and no dwelling shall be occupied until it is fully completed, both inside and outside, and an occupancy permit is issued by the Township.

28. No underground tanks, to store any liquid whatsoever, shall be constructed within any unit, except as required for the sewage disposal systems with the exceptions of a ground water heat pump apparatus.

29. Driveways must be constructed in asphalt, concrete, brick, or similar material, and extend from the garage to the paved road. Gravel, dirt, stone or slag driveways shall not permitted.

30. Private easements for public drainage are for the use of roadway drainage, and are to be considered a grass waterway and no structures, shrubbery, trees or fences are permitted within the easement.

31. All units shall be connected to the Leoni Township sewage collection and treatment system.

32. The elevation of the first floor of all residential dwellings shall be not less than twelve inches above the crown of the road, unless a written variance is granted by the Developer or its successor Architectural Review Committee.

33. Restrictions in paragraphs 1-32, shall run with the land and shall bind the purchasers, successors, assigns and any persons claiming under them until January 1, 2027. These restrictions shall be automatically extended for successive ten (10) year periods unless, prior to the expiration of any 10 year period, an Instrument changing, altering, amending or revoking these restrictions in whole or part signed by the then owners of record of 3/4th of the units has been recorded.

34. Prior to developing any unit with a permanent structure of any kind, the Co-Owner shall submit three sets of plans, showing the proposed development, inclusive of all buildings, outbuildings, pools, driveways, patios, decks, sidewalks, utilities, and landscape architecture to the Developer or its successor architectural review committee. The architectural review committee shall in the first instance be comprised of the Developer. The Committee thereafter, shall be comprised of members of Oak Point Condominium Association. The Architectural Review Committee shall have 45 days from receipt of the Co-Owners plans to approve or reject the proposed development of any Unit, after which time (absent action by the Committee), the plans shall be deemed approve.

Said representatives of the Architectural Review Committee shall act without compensation in the event no authorized representative have been designated, said Developer, or its respective Members may continue to act and serve for successive periods of one (1) year, or may elect to designate a representative of the then record owners.

Except as provided in proceeding paragraphs, the Condominium project shall not be terminated, nor shall any of the provisions of this Master Deed or Exhibits attached thereto, unless done in compliance with the following provisions:

A. Prior to the first annual meeting of the Association, the Developer may (without the consent of any co-owner or any other person) amend this Master Deed and the plans attached as Exhibit "B" in order to correct the survey or any error made in said 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-owner in the project or impair the security of any mortgage, including but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owner and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal government or the State of Michigan.

B. If there is no co-owner other than the Developer, the Developer with the consent of any interested mortgage, may unilaterally terminate the Condominium project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

C. If there is a co-owner other than the Developer, then the Condominium project shall be terminated only by the unanimous agreement of the Developer, unaffiliated co-owners of Condominium units to which all of the votes in the Association appertain and the mortgages of all the mortgages covering the Condominium units.

D. Agreement of all of the co-owners and mortgages to the termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratification's thereof, and the termination shall become effective only when the agreement is so evidenced in the Jackson County Records.

E. Upon recordation of an instrument terminating a Condominium project, the project constituting the Condominium project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property, which formerly constituted the Condominium unit.

F. Upon recordation of an instrument terminating a Condominium project, any rights the units may have the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.

G. The Condominium documents may be amended by the Developer, on behalf of itself, and on behalf of itself, and on behalf of the Association, for a proper purpose without the consent of co-owners, mortgages and other interested parties, including changes deemed necessary to comply with the Act and the modification of sizes of unsold Condominium units, as long as the amendments do not materially alter or change the rights of the co-owner, mortgages or other interested parties.

H. The Condominium documents may be amended for a proper purpose, other than as set forth above, even if the amendment will materially alter or change the rights of the unit, mortgages or other interested parties with the prior written consent of two thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgaged owned) and co-owner of the individual Condominium units. A co-owners Condominium unit dimensions or the nature or extend of any appurtenant limited common elements or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his/her consent and that of his/her mortgagee.

I. A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendments except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

J. A Master Deed amendment, including the consolidating Master Deed dealing with the addition, withdrawal or modification of units or other physical characteristics of the project shall comply with the standards prescribed int he Act for preparation of an original Condominium Subdivision Plan for the project.

K. During the construction and sales period, restrictions shall not be amended, nor shall the provisions hereof be modified by any other amendment to this Master Deed, without the written consent of the Developer.

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by laws 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 Jackson County Register of Deeds. Enforcement of these restrictions shall be by proceedings at law or in equity by the Developer, the Condominium Association of any co-owner(s) of a unit, against any person(s) violating or attempting to violate any covenant or restrictions herein mentioned or any part thereof, either to restrain such violations or to recover damages, or both.

Any co-owners shall have the right to bring legal action against any person violating these restrictions and, if such action is successful, the Court of Jurisdiction shall have the right to assess all costs, including a reasonable attorney's fees, against the person or persons who violated these restrictions.

Invalidation of any one or more of these restrictions by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect. These restrictions are to run with the land herein described and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants and restrictions are recorded, after which time the covenants will be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then co-owners has been recorded agreeing to change said covenants in full or in part.

FIFTEENTH: Except as provided in preceding paragraphs, the Condominium project shall not be terminated, nor shall any of the provisions of this Master Deed or Exhibits attached thereto, unless done in compliance with the following provisions:

(1) Prior to the first annual meeting of the Association, the Developer may (without the consent of any co-owner or any other person) amend this Master Deed and the plans attached as Exhibit "B" in order to correct the survey or any error made in said 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-owner in the project or impair the security of any mortgagee, including but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal government or the State of Michigan.

(2) If there is no co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof by the Developer.

(3) If there is a co-owner other than the Developer, then the Condominium project shall be terminated only by the unanimous agreement of the Developer, unaffiliated co-owners of Condominium units to which all of the votes in the Association appertain and the mortgagees of all the mortgages covering the Condominium units.

(4) Agreement of all of the co-owners and mortgagees to the termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced in the Jackson County Records.

(5) Upon recordation of an instrument terminating a Condominium project, the property constituting the Condominium project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in

common lasts, each co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property, which formerly constituted the Condominium unit.

(6) Upon recordation of an instrument terminating a Condominium project, any rights the co-owners may have the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.

(7) The Condominium documents may be amended by the Developer, on behalf of itself, and on behalf of the Association, for a proper purpose without the consent of co-owners, mortgagees and other interested parties, including changes deemed necessary to comply with the Act and the modification of sizes of unsold Condominium units, as long as the amendments do not materially alter or change the rights of the co-owners, mortgagees or other interested parties.

(8) The Condominium documents may be amended for a proper purpose, other than as set forth above, even if the amendment will materially alter or change the rights of the co-owner, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon on one (1) vote for each mortgage owned) and co-owners of the individual Condominium units. A co-owner's Condominium unit dimensions or the nature or extent of any appurtenant limited common elements or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his/her consent and that of his/her mortgagee.

(9) A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

(10) A Master Deed amendment, including the consolidating Master Deed dealing with the addition, withdrawal or modification of units or other physical characteristics of the project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the project.

(11) During the construction and sales period, paragraphs EIGHTH through this paragraph, shall not be amended, nor shall the provisions hereof be modified by any other amendment to this Master Deed, without the written consent of the Developer.

SIXTEENTH: 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 Jackson County Register of Deeds.

WITNESSES:

Scott Ambs

Leaubra L. White

DEVELOPER: OAK POINT, LLC

Geoffrey W. Snyder, Member

STATE OF MICHIGAN)
) ss
COUNTY OF JACKSON)

Acknowledged before me this 16th day of July, 2002, by Geoffrey W. Snyder, Member and in behalf of Oak Point, LLC.

Leaubra L. White
Notary Public
Jackson County, Michigan
My Commission Expires: 4-29-05

This document was prepared by
and when recorded return to:

Geoffrey W. Snyder, Esq.
4710 Pin Oak Trail
Jackson, Michigan 49201

EXHIBIT A

OAK POINT SITE CONDOMINIUM BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

OAK POINT SITE CONDOMINIUM, a residential, multifamily, and commercial condominium project located in the Township of Leoni, Jackson 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 the Bylaws referred to in the Master Deed and required by Section 3 (8) of the Condominium 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/her 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.

ARTICLES II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium documents and the Act shall be levied by the Association against the units and the co-owners thereof in accordance with 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 within the meaning of Section 54 (4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by annual payments as set forth in Section 3 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (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 Board of Directors 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 and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without co-owner approval. If it is determined by the Board that expenses for maintenance, repairs and replacement of common elements are minimal, a cumulative balance of $10,000 may be maintained in the budget and funding by regular monthly payments, as set forth in Section 3, may be suspended. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each co-owner shall not affect or in any way diminish the liability of any co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) That the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding $2,000 annually for the entire Condominium project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the common elements of a cost exceeding $5,000 per year for the entire Condominium project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); (2) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 5 hereof; (3) assessments for the purchase of a unit in the Condominium project pursuant to Article VI, Section 16, or (4) 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 (a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each unit in paragraph FIFTH of the Master Deed, without increases or decreases for the existence of any rights to use of limited as limited as determined in accordance with Article II, Section 2 (a) above shall be payable by co-owners in single (annual) installment, commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of fee simple title to a unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof is not paid to the Association in full on or before the due date for such payment.

Each installment in default for five (5) or more days from the due date shall be subject to a late charge of one dollar ($1.00) per day, or such additional sum which the Board of Directors may prescribe, until each installment is paid in full.

Section 4. Waiver of Use or Abandonment of Unit. No co-owner may exempt himself/herself from liability for his/her 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/her unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for money judgement 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/her 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 subsequent to providing notice of its intent 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/her 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/her and, if the unit is not occupied, to lease the unit and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

(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 purpose 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/she was notified of the provisions of this subparagraph and that he/she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclosure by advertisement of the lien for non-payment 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 judgement shall be commenced, nor shall any notice of foreclosure by advertisement by published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent co-owner(s) at his/her or their known address, of a written notice that one or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest costs, attorney's fees, and future assessments); (4) the legal description of the subject unit(s); and (5) the name(s) of the co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county of which the project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take remedial action as may be available to it hereunder or under Michigan law. In the event Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent co-owner and shall inform him/her that he/she may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, cost, 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 charged to the co-owner in default and shall be secured by the lien on his/her unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provision 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 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the monthly Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the units that it owns, including any dwelling and other improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time except expenses related to maintenance and use of the unit in the project and of the dwelling and other improvements constructed within or appurtenant to the units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ration of all units owned by the Developer at the time the expense is incurred to the total number of units then in the project. In no event shall Developer be responsible for payment of any assessment for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments, except with respect to units owned by it on which a completed residential dwelling is located. 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 investigation and preparing such litigation or claim, or similar related costs. A "completed residential dwelling" shall mean a dwelling or structure with respect to which a certificate of occupancy has been issued by the Township of Leoni, which shall be deemed to include single family, structures.

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

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

Section 10. Statement as to Unpaid Assessments. The purchaser of any unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the unit and the proceeds of the sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 11. Mechanic's Lien. A mechanic's 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 judgement of any circuit court of the State of Michigan may be rendered upon any awards 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 court 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 may, to the extent appropriate given the nature of the general common elements of the project, carry "all risk" property coverage and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the general common elements of the condominium project, and such insurance shall be carried and administered in accordance with the following provisions:

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

(b) Insurance of Common Elements. All general common elements of the Condominium project may be insured against flood, fire and other perils covered by standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavating costs, as determined annually by the Board of Directors of the Association.

(c) Premium Expenses. All premiums for 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 to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the project unless all of the institutional holders of first mortgages on units in the project have given their prior written approval.

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

Section 3. Responsibility of Co-owners. Each co-owner shall be obligated and responsible for obtaining "all risk" property coverage and vandalism and malicious mischief insurance with respect to his/her residential dwelling and all other improvements constructed or to be constructed within the perimeter of his/her condominium unit and for his/her personal property located therein or thereon or elsewhere on the Condominium project. All such insurance shall be carried by each co-owner in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. In event of the failure of a co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such co-owner and the premises thereof shall constitute a lien against the co-owner's unit which may be collected from the co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each co-owner also shall be obligated to obtain insurance coverage for his/her personal liability for occurrences within the perimeter of his/her unit or the improvements located thereon, and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

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

(a) General Common Elements. If the damaged property is a general common element, the damaged property shall be rebuilt or repaired by the Association unless all of the co-owners and all of the institutional holders of mortgages on any unit in the project unanimously agree to the contrary.

(b) Unit or Improvements Thereon. If the damaged property is a unit or any improvements thereon, the co-owner of such unit alone determines whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such co-owner shall be responsible for any reconstruction or repair that he/she elects to make. The co-owner shall in any event remove all debris and restore his/her unit and the improvements thereon to a clean and sightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with Master Deed unless the co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of amounts to provide funds to pay the estimated or actual costs of repair.

Section 4. Timely Reconstruction and Repair. If damage to the general common elements adversely affects the appearance of the project, the Association shall proceed with replacement of the damaged property without delay.

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the co-owner of such unit and the mortgagee thereof, as their interests may appear notwithstanding any provision of the Act to the contrary. If a co-owner's entire unit is taken by eminent domain, such co-owner and his/her mortgagee shall, after acceptance of the condemnation award thereof, be divested of all interest in the Condominium project.

(b) Taking of General Common Elements. If there is any taking of any portion of the general common elements, the condemnation proceeds relative to such taking shall be paid to the co-owners and their mortgagees in proportion to their respective interest in the common elements, and the affirmative vote of more than fifty percent (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 Condominium project shall be re-surveyed and the Master Deed amended accordingly and, of any unit shall have been taken, then paragraph FIFTH of the Master Deed shall also be amended to reflect such taking to proportionately readjust the percentages of value of the remaining units based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any co-owner.

(d) Notification of Mortgages. 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 acquiring by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any units in the Condominium.

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

Section 6. Notification of FHLMC. In the event mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then upon request therefor by FHLMC, 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 in amount or damage to a Condominium unit covered by a mortgage purchased in whole or in part by FHLMC if such damage exceeds $1,000.00.

Section 7. Priority of Mortgagee Interest. Nothing contained in the Condominium documents shall be construed to give a co-owner or any other party priority over any rights of the first mortgagee of a unit(s) pursuant to their mortgage in the case of a distribution to co-owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No unit in the Condominium Project shall be used for other than single-family residential purposes, except: Developer models and the common elements shall be used only for purposes consistent with single-family residential purposes Leoni Township's ordinances.

Section 2. Leasing and Rental.

(a) Right to Lease: A co-owner may lease his/her unit and related dwelling for the same purpose set forth immediately above in Section 1.

(b) Leasing Procedures: The leasing of units and related dwelling shall conform to the following provisions:

(1) A co-owner, including the Developer, desiring to rent or lease a unit and related dwelling shall do so in a written instrument, which incorporate, at least by reference, the Master Deed and Bylaws as recorded in the office of the Jackson County Register of Deeds.

(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 to his/her last known address, advising of the alleged violation by the tenant.

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

iii. If, after fifteen (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 or 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 the 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 a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. No dwelling, structure or other improvement shall be constructed within or upon a condominium unit or elsewhere within the condominium project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless plans and specifications therefor containing such detail as the Developer may reasonably request have first been approved by the Developer, or its successor architectural control committee. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority(s). The Developer shall have the right to refuse to approve any plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials and exteriors colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole and the area of future development described in the Master Deed. 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. The Developer's rights under this Article VI, Section 3 may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. The Developer may construct any improvements upon the Condominium premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium documents.

Section 4. Changes in Common Elements. Except as provided in Article VI, Section 3 above with respect to the Developer, no co-owner shall make changes in any of the common elements without the express written approval of the Board of Directors of the Association.

Section 5. Activities. No immoral, improper, unlawful, unreasonable noisy activity, and no offensive activity shall be carried on in any unit or upon the common elements, nor shall anything be done which will be or become an annoyance or nuisance to the co-owners of the Condominium.

Section 6. Aesthetics. Neither the common elements nor the Condominium unit outside of the dwelling and garage constructed thereon shall be used for storage of supplies, materials, or trash or refuse of any kind except as provided in duly adopted rules of the Association, and except as to the Developer.

Section 7. 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 rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the common elements may be made and amended by any Board of Directors of the Association. Copies of all such rules and regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all of the co-owners in number and in value. Such rules may not be applied to limit the Developer's activities, construction, sales or related operations.

Section 8. Co-owner Maintenance. Each co-owner shall maintain his/her unit and the improvements thereon in a safe, aesthetically pleasing, clean, sanitary condition. Each co-owner shall maintain and be individually responsible for the lawn care of any common element or easement traversing his/her unit.

Section 9. 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 having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, or landscape in the manner consistent with the maintenance of such high standards, then the Developer, or his/her successor or appointee, may elect to maintain, repair, and/or replace any common elements and/or do any landscaping thereon, 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 he 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

VOTING

Section 1. Voting. Except as limited by these Bylaws, each co-owner shall be entitled to one vote for each Condominium unit owned.

Section 2. Eligibility to Vote. No co-owner other than the Developer shall be entitled to vote at any meeting of the Association until he/she has presented evidence of ownership of a unit in the Condominium project to the Association, AND, presented evidence of having paid the annual association fee for each unit owned. Except as provided in Article X, 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 VIII. The vote of each co-owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the first annual meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no units at some time or from time to time during such period. At and after the first annual meeting the Developer shall be entitled to one vote for each unit which it owns.

Section 3. Designation of Voting Representative. Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium 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 charged 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 thirty percent (30%) of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting 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 determinating the presence of a quorum 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 written votes must be filed with the Secretary of the Association at or before the appointed time of the 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 fifty percent (50%) of those qualified to and present in person or by proxy (or by written vote if applicable).

ARTICLE VIII

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the co-owners as may be determined by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedures, Robert's Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Condominium documents or the laws of this State.

Section 2. First Annual Meeting. The first annual meeting of the members of the Association may be convened only by the Developer and may be called at any time after more than seventy-five percent (75%) of the units have been sold and the purchaser thereof qualified as a member of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal title or equitable title to nondeveloper co-owners of seventy-five percent (75%) in number of all units that may be created, or fifty-four (54) months after the conveyance of legal or equitable title to nondeveloper co-owners of the units in the project, which ever occurs first. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each co-owner.

Section 3. Annual Meeting. Annual meetings of members of the Association shall be held in the month of June of each succeeding year after year in which the first annual meeting is held, on such date and 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 X of these Bylaws. The co-owners may also transact at annual meeting such other business of the Association as may properly come before them.

Section 4. Special Meeting. 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 one-third (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 purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meeting. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner of record at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws, shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of this 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 twenty-four (24) 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) elections of Directors (at annual meeting or special meetings held for such purposes); (h) unfinished business; and (i) new business. Meetings of members shall be present at such meeting. For purpose 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 the ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between 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 of the action were 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, consent 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 records of the proceedings of meetings of members, when signed by the President or the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meetings that notice of the meeting was properly given is prima facie evidence that such notice was given.

ARTICLES IX

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of units that may be created, whichever last occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) nondeveloper co-owners. The Advisory Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the nondeveloper co-owners petition the Board of Directors for an election to select the Advisory Committee, than an election for such purposes shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the nondeveloper co-owners and to aid in the transition of control of the Association from the Developer to the other co-owner. The Advisory Committee shall cease to exist automatically when the nondeveloper 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 and at any time, any member of the Advisory Committee who has not been elected thereto by the co-owners.

ARTICLE X

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The first Board of Directors designated in the Article of Incorporation shall be composed of one (1) person, the Developer, and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first annual meeting of members of the Association convened at the time required by Article VIII, Section 2, of these Bylaws. At such first annual meeting of members of the Association, the Board of Directors shall be increased in size from one (1) person to five (5) persons. The members of the Association or officers, partners, trustees, employees, or agents of members of the Association. Directors shall sever without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors shall manage the affairs of the Association until the election of the first Board.

(b) Election of Directors At and First Annual Meeting.

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owner of seventy-five percent (75%) in number of the units that may be created, the nondeveloper 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 ten percent (10%) of all units that may be created in the project. When the seventy-five percent (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 fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, the nondeveloper co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the nondeveloper co-owner have 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 nondeveloper co-owners under subsection (b) results in a right of nondeveloper 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 nondeveloper 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) At the first annual meeting of members, three Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meetings, all nominees shall stand for election as one slate, and the three (3) persons receiving the highest number

of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either three (3) or two (2) Directors shall be elected, depending upon the number of Directors whose terms expire. After the first annual meeting, the term of office (except for the two (2) Directors elected for one (1) year at the first annual meeting) of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meeting 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 may 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, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association and to improve late charges for nonpayment of said assessments.

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

(d) To rebuild improvements to the common elements after casualty, subject to all of the other application provisions of the Condominium documents.

(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, assign, mortgage, or lease any real or personal property (including any unit in the Condominium and easements, right-of-way and license) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidence 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 seventy-five percent (75%) of all of the members of the Association.

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

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

(j) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable unit co-owners to obtain mortgage loans which are acceptable for purchase by the Federal Home Loan Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State.

(k) To levy, collect and disburse fines against and for the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purpose of the Association.

(l) To assert, defend or settle claims on behalf of all co-owners in connection with the common elements of the Condominium project. The Board shall provide at least ten (10) day written notice to all co-owners on actions proposed by the Board with regards thereto.

(m) To enforce the provisions of the Condominium documents.

Section 5. Management Agent. The Board of Directors may employ a professional management agent for the Association (which may be 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 Section 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 one (1) year or which is not terminable by the Association upon sixty (60) 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 the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the member of the Association. Vacancies among nondeveloper co-owner elected Directors which occur prior to the transitional control date may be filled only through election by nondeveloper 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 fifty percent (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 thirty percent (30%) requirement set forth in Article VII, 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 in its sole discretion. Likewise, any Director selected by the nondeveloper co-owners to serve before the first annual meeting may be 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 the same day 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 Meeting. Meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by majority of the Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meeting of the Board of Directors shall be given to each Directors personally by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

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

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him/her 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, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all Directors not present. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The 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 purpose of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successor 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 may require that all officers and employees of the Association handling or responsible for the funds of the Association furnish adequate fidelity bonds. The premium on such bonds shall be expenses of administration.

ARTICLES XI

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 judgement may be necessary. At the option of the Directors, the Office of Vice

President may be left vacant, and the Offices of Secretary and Treasurer may be combined.

(a) President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she 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/she may in his/her 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/her 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 do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her 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/she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incident to the office of Secretary.

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she 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 meetings 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/her successor elected, at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

ARTICLE XII

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 and the word "corporate seal" and "Michigan".

ARTICLE XIII

FINANCE

Section 1. Records. The Association shall keep detailed books of accounts 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 audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor that such audit be a certified audit. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of 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 charge 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 agent 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 XIV
IDENTIFICATION 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/her in connection with any proceedings to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been a Director or officer of the Association, whether or not he/she is a Director or officer at the same time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of wilful or wanton misconduct or gross negligence in the performance of his/her 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 interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Directors or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers deem appropriate.

ARTICLE XV

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 one-third (1/3) or more of the co-owners by instrument in writing signed by them.

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

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

Section 4. By Developer. Pursuant to Section 90 (1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend these Bylaws without approval of any co-owner or mortgagee unless the amendment would materially alter or change the rights of a co-owner or mortgagee, in which event co-owner or mortgagee consent shall be required as provided in Section 3 above.

Section 5. 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 are 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 receives a copy of the amendment.

ARTICLE XVI

COMPLIANCE

The Association and all present or future co-owners, 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 XVII

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 XVIII

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 action to recover sums due for damages, injunctive relief, foreclosure of lien (if defaulting 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 a co-owner, the Association, if successful, shall be entitled to recover the costs of the proceedings 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 when reasonably necessary and summarily remove and abate, at the expense of the co-owner in violation, any structure, things or condition existing or maintained contrary to the provisions of the Condominium documents. The Association shall have no liability to any co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium documents by any co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations established such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all co-owners in the same manner as prescribed in Article VIII, Section 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending co-owners as prescribed in said Article VIII, Section 5, and after an opportunity for such co-owners to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed maybe collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-five Dollars ($25) for the second violation, Fifty Dollars ($50) for the third violation, or One Hundred Dollars ($100) for any subsequent violation.

Section 5. Non-Waiver of Right. The failure of the Association or of any co-owner to enforce any right, provisions, 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-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 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 damages or any combination thereof for noncompliance with the terms and provisions of the Condominium documents.

ARTICLE XIX

RIGHTS RESERVED TO DEVELOPER

Any or all of 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 by or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the construction and sale period as defined in paragraph FIRST 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 and expiration 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 is such documents which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XX

SEVERABILITY

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

JACKSON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 93
EXHIBIT B TO MASTER DEED OF
OAK POINT ESTATES, A SITE CONDOMINIUM
LEONI TOWNSHIP, JACKSON COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON THIS SHEET.

DEVELOPER:
OAK POINT LLC
5405 E. MICHIGAN
JACKSON, MICHIGAN 49201

ENGINEER & SURVEYOR:
RIPSTRA & SCHEPPELMAN, INC.
977 AIRPORT ROAD
JACKSON, MICHIGAN 49202

SHEET INDEX:
SHEET 1 - COVER SHEET
SHEET 2 - SURVEY PLAN
SHEET 3 - SURVEY PLAN
SHEET 4 - SITE PLAN
SHEET 5 - UTILITY PLAN
SHEET 6 - FLOOD PLAIN PLAN

SURVEYOR'S CERTIFICATE

I, ALAN L. SCHEPPELMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS JACKSON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. , AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION.

THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LAND AND PROPERTY AS DESCRIBED HERE IN.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

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

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

05-09-02
DATE

ALAN L. SCHEPPELMAN
PROFESSIONAL SURVEYOR
LICENSE NO. 35998
RIPSTRA & SCHEPPELMAN, INC.
977 AIRPORT ROAD
JACKSON, MICHIGAN 49202

LEGAL DESCRIPTION

Lot 104, Supervisor's Plat of Black's Subdivision, being a part of the South 1/2 of the Southwest 1/4 of Section 9, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan. Also part of the North 1/4 of Section 16, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan.
The combined parcels being described as:
Commencing at the North 1/4 post of Section 16;
thence North 89° 15' 00" West along the North line of said Section 16, a distance of 1284.61 feet to the Point of Beginning of this description;
thence the following forty-two (42) courses along an intermediate traverse line for Michigan Center Lake,
1) South 00° 20' 30" East a distance of 285.00 feet,
2) South 21° 35' 44" East a distance of 108.55 feet,
3) South 38° 38' 24" East a distance of 214.80 feet,
4) South 30° 53' 43" East a distance of 83.21 feet,
5) South 54° 08' 53" East a distance of 68.17 feet,
6) North 78° 49' 34" East a distance of 122.10 feet,
7) South 18° 40' 04" East a distance of 129.80 feet,
8) South 24° 07' 46" East a distance of 153.88 feet,
9) South 08° 43' 42" East a distance of 115.85 feet,
10) South 30° 12' 30" East a distance of 139.38 feet,
11) South 15° 24' 50" East a distance of 87.72 feet,
12) South 19° 38' 59" West a distance of 55.28 feet,
13) North 56° 22' 47" West a distance of 81.66 feet,
14) South 09° 05' 34" West a distance of 185.61 feet,
15) South 60° 00' 10" West a distance of 57.52 feet,
16) South 12° 17' 31" West a distance of 85.33 feet,
17) South 27° 54' 38" West a distance of 32.78 feet,
18) South 17° 28' 40" East a distance of 23.00 feet,
19) South 63° 16' 28" East a distance of 157.38 feet,
20) South 70° 04' 10" East a distance of 111.27 feet,
21) North 87° 49' 17" East a distance of 93.81 feet,
22) South 04° 22' 55" West a distance of 119.77 feet,
23) South 61° 16' 20" West a distance of 36.12 feet,
24) North 81° 24' 27" West a distance of 82.36 feet,
25) North 71° 40' 51" West a distance of 83.97 feet,
26) South 87° 30' 58" West a distance of 84.23 feet,
27) North 70° 08' 03" West a distance of 207.08 feet,
28) North 86° 11' 32" West a distance of 42.12 feet,
29) North 64° 20' 21" West a distance of 50.04 feet,
30) North 36° 19' 18" West a distance of 69.38 feet,
31) North 25° 49' 45" West a distance of 74.97 feet,
32) North 50° 42' 08" West a distance of 42.84 feet,
33) North 27° 42' 33" East a distance of 40.53 feet,
34) North 66° 01' 50" East a distance of 88.58 feet,
35) North 21° 50' 42" West a distance of 64.86 feet,
36) North 25° 33' 37" East a distance of 78.88 feet,
37) North 34° 01' 27" East a distance of 49.13 feet,
38) South 69° 32' 17" West a distance of 79.72 feet,
39) North 67° 41' 11" West a distance of 28.87 feet,
40) North 25° 31' 30" East a distance of 443.07 feet,
41) North 28° 41' 33" West a distance of 290.87 feet,
42) North 38° 45' 11" West a distance of 286.32 feet;
thence North 00° 28' 53" East a distance of 65.33 feet;
thence North 34° 10' 18" West a distance of 433.81 feet to the South line of Lot 104, Supervisor's Plat of Black's Subdivision;
thence North 89° 15' 00" West along said South lot line, a distance of 521.40 feet to the Southwest corner of said lot;
thence North 25° 44' 37" East along the West line of said lot, a distance of 89.84 feet to the Northwest corner of said lot;
thence South 89° 15' 00" East along the North line of said lot, a distance of 785.87 feet to the Northeast corner of said lot;
thence South 00° 27' 00" West along the East line of said lot, a distance of 81.43 feet to the Southeast corner of said lot;
thence North 89° 15' 00" West along the North line of Section 16, a distance of 15.00 feet to the Point of Beginning.
Containing 11.644 acres of land, more or less.
Relative Error of Closure = 1/286,657.
Monuments for the intermediate traverse line were placed at the location of 3/4" pipes set by Timothy B. VanGiesen, RLS 24621. Some corners were adjusted so as to be along the edge of the wetland/upland line. The boundaries of the road and units extend to the water's edge of Michigan Center Lake. No submerged lands are included in the parcel.

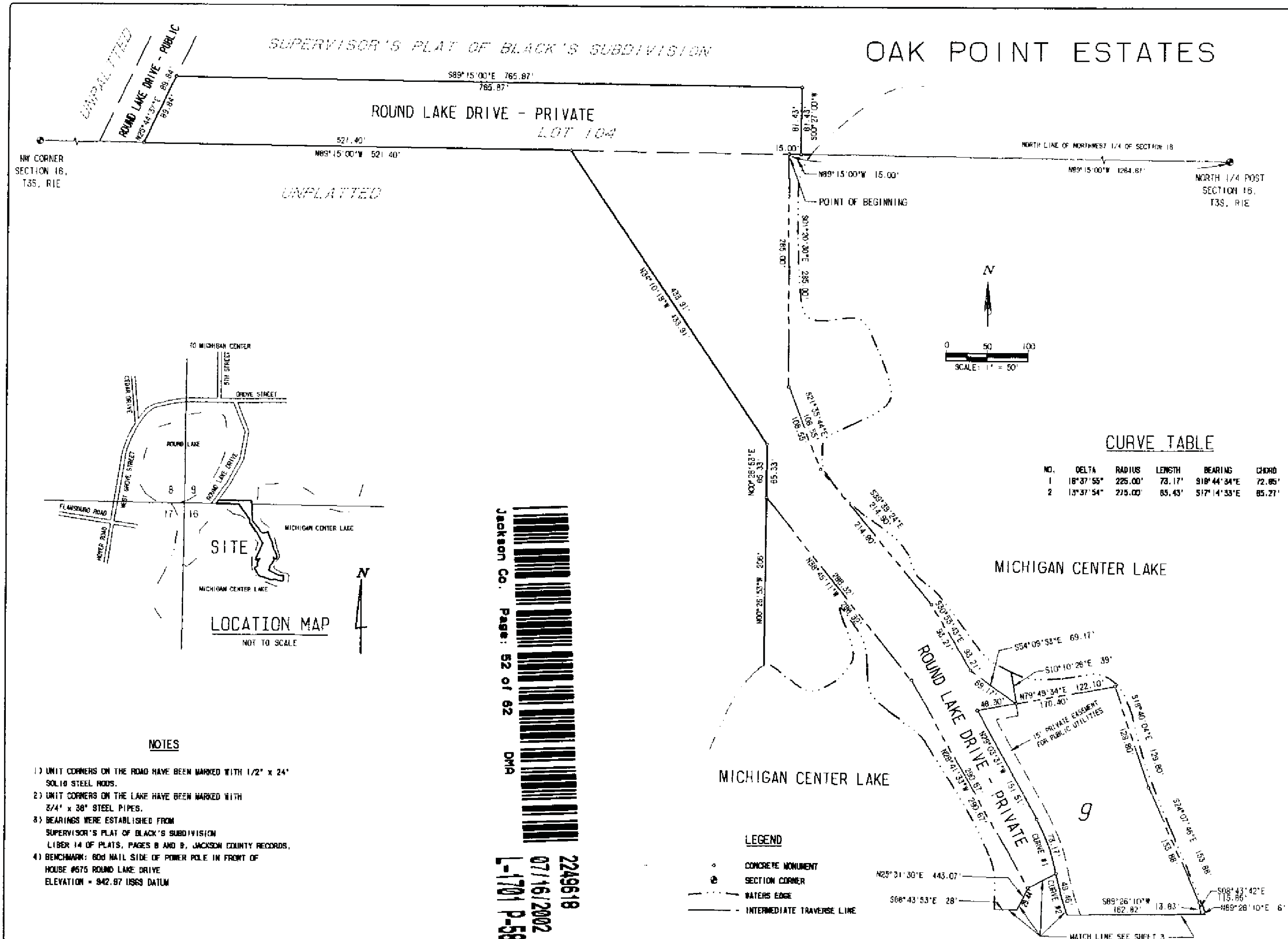
RIPSTRA & SCHEPPELMAN, INC.
CIVIL ENGINEERING - LAND SURVEYING
977 AIRPORT ROAD
JACKSON, MI 49202
517-789-9898

ALAN L. SCHEPPELMAN, P.S.
LICENSE NO. 35998

STATE OF MICHIGAN
ALAN L. SCHEPPELMAN
PROFESSIONAL SURVEYOR
NO. 35998

PROPOSED	MAY 09, 2002	COVER SHEET
		PROJECT 01115
		SHEET 1 OF 6

OAK POINT ESTATES



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	BEARING	CHORD
1	18°37'55"	225.00'	73.17'	S18°44'34"E	72.85'
2	13°37'54"	275.00'	65.43'	S17°14'33"E	65.27'

LEGEND

- CONCRETE MONUMENT
- SECTION CORNER
- WATERS EDGE
- INTERMEDIATE TRAVERSE LINE

NOTES

1) UNIT CORNERS ON THE ROAD HAVE BEEN MARKED WITH 1/2" x 24" SOLID STEEL RODS.
2) UNIT CORNERS ON THE LAKE HAVE BEEN MARKED WITH 3/4" x 36" STEEL PIPES.
3) BEARINGS WERE ESTABLISHED FROM SUPERVISOR'S PLAT OF BLACK'S SUBDIVISION LIBER 14 OF PLATS, PAGES 8 AND 9, JACKSON COUNTY RECORDS.
4) BENCHMARK: 60d NAIL SIDE OF POWER POLE IN FRONT OF HOUSE #675 ROUND LAKE DRIVE
ELEVATION = 942.87 USGS DATUM

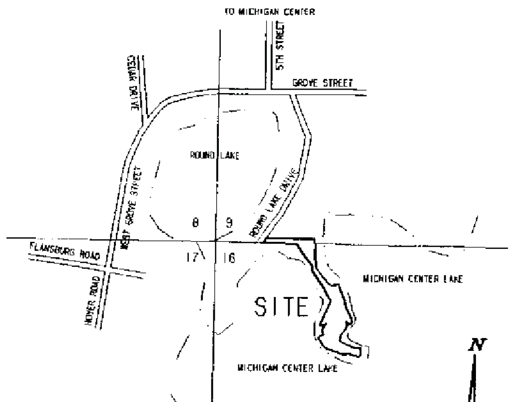
RIPSTRA & SCHEPPELMAN, INC.
CIVIL ENGINEERING - LAND SURVEYING
977 AIRPORT ROAD
JACKSON, MI 49202
517-789-9898

ALAN L. SCHEPPELMAN, P.S.
LICENSE NO. 35998

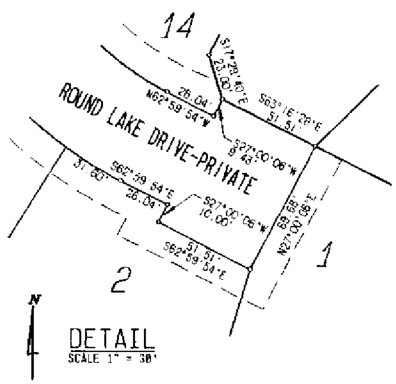
PROPOSED MAY 09, 2002

SURVEY PLAN
PROJECT 01115
SHEET 2 OF 6

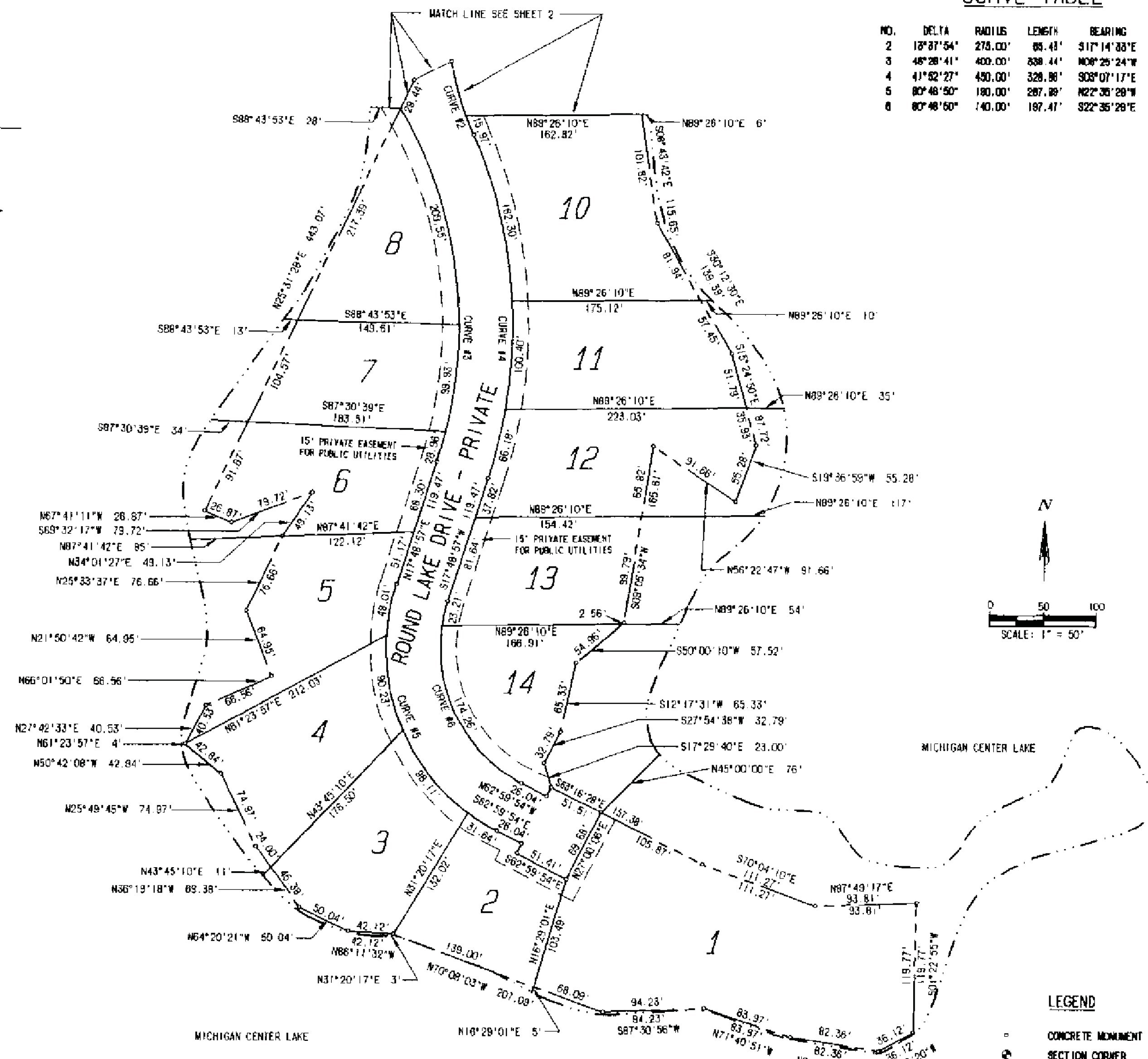
OAK POINT ESTATES



LOCATION MAP
NOT TO SCALE



DETAIL
SCALE 1" = 30'



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	BEARING	CHORD
2	13°37'54"	275.00'	65.43'	S17°14'33"E	65.27'
3	46°28'41"	400.00'	338.44'	N06°25'24"W	328.44'
4	41°52'27"	450.00'	328.88'	S03°07'17"E	321.61'
5	80°48'50"	180.00'	287.89'	N22°35'28"W	248.32'
6	80°48'50"	140.00'	197.47'	S22°35'28"E	181.50'

NOTES

1) UNIT CORNERS ON THE ROAD HAVE BEEN MARKED WITH 1/2" x 24" SOLID STEEL RODS.
2) UNIT CORNERS ON THE LAKE HAVE BEEN MARKED WITH 3/4" x 36" STEEL PIPES.
3) BEARINGS WERE ESTABLISHED FROM SUPERVISOR'S PLAT OF BLACK'S SUBDIVISION LIBER 14 OF PLATS, PAGES 8 AND 9, JACKSON COUNTY RECORDS.
4) BENCHMARK: 60d NAIL SIDE OF POWER POLE IN FRONT OF HOUSE #575 ROUND LAKE DRIVE ELEVATION = 942.97 USGS DATUM

LEGEND

- CONCRETE MONUMENT
- SECTION CORNER
- WATERS EDGE
- INTERMEDIATE TRAVERSE LINE

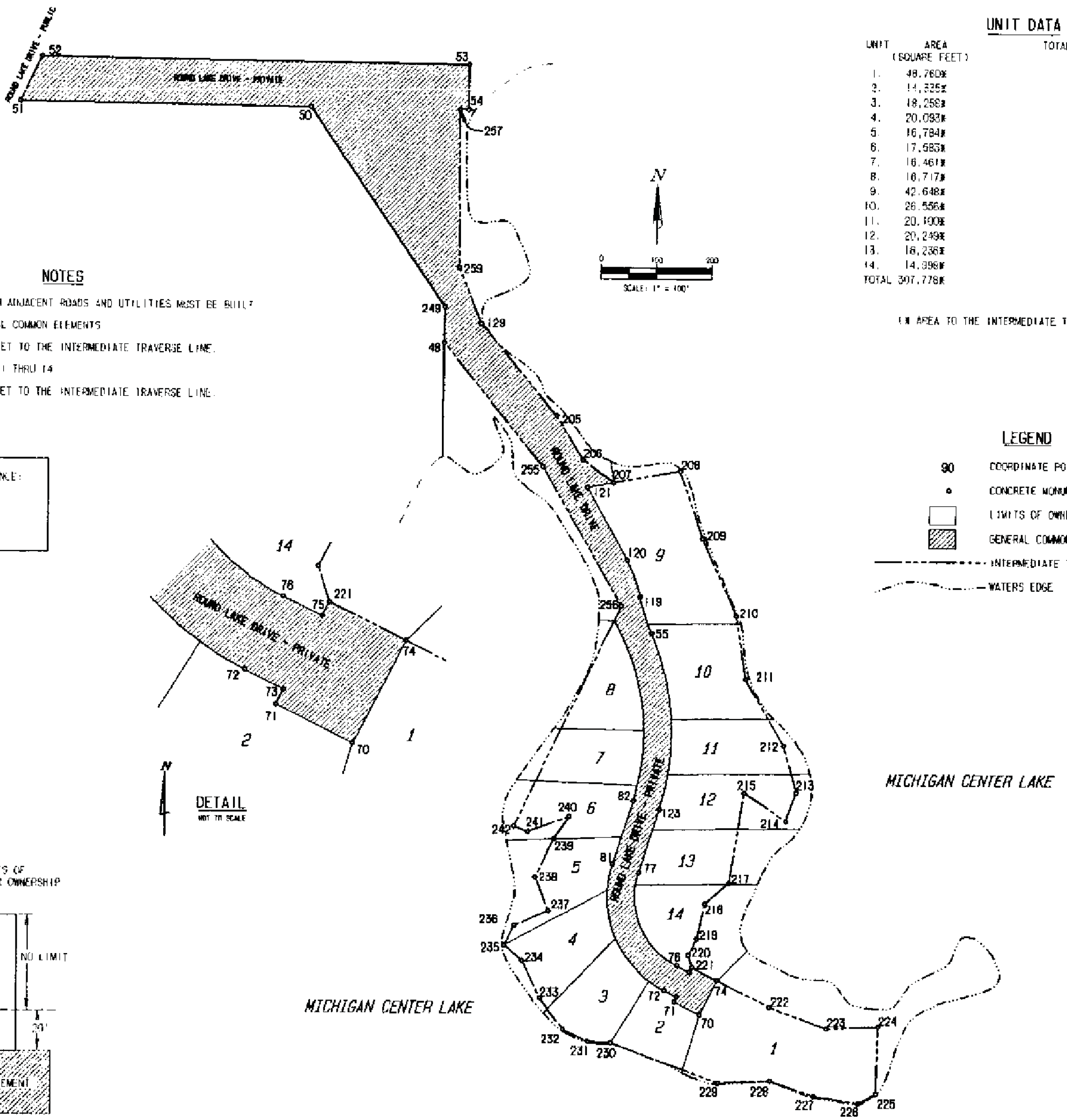
RIPSTRA & SCHEPPELMAN, INC.
CIVIL ENGINEERING - LAND SURVEYING
977 AIRPORT ROAD
JACKSON, MI 49202
517-789-9898

ALAN L. SCHEPPELMAN, P.S.
LICENSE NO. 35998

PROPOSED MAY 09, 2002

SURVEY PLAN
PROJECT 01115
SHEET 3 OF 6

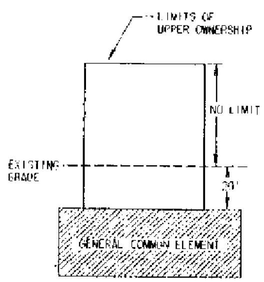
OAK POINT ESTATES



NOTES

1) UNITS 1 THRU 14 WITH ADJACENT ROADS AND UTILITIES MUST BE BUILT
2) TOTAL AREA OF GENERAL COMMON ELEMENTS IS 139,444 SQUARE FEET TO THE INTERMEDIATE TRAVERSE LINE.
3) TOTAL AREA OF UNITS 1 THRU 14 IS 307,778 SQUARE FEET TO THE INTERMEDIATE TRAVERSE LINE.

BUILDING SET BACK DISTANCE:		
FRONT	-	35'
SIDE	-	10'
REAR	-	20'
LAKE	-	90'



TYPICAL UNIT CROSS SECTION

UNIT DATA

UNIT	AREA (SQUARE FEET)
1.	48,760*
2.	14,325*
3.	18,259*
4.	20,093*
5.	16,784*
6.	17,583*
7.	16,461*
8.	16,717*
9.	42,648*
10.	26,556*
11.	20,100*
12.	20,249*
13.	16,236*
14.	14,398*
TOTAL	307,778*

	TOTAL AREA (SQUARE FEET)
1.	83,900
2.	14,400
3.	18,900
4.	22,400
5.	25,300
6.	22,800
7.	18,600
8.	18,400
9.	46,800
10	27,400
11.	22,600
12.	26,700
13.	23,900
14.	27,700
TOTAL	399,800

(* AREA TO THE INTERMEDIATE TRAVERSE LINE)

LEGEND

- 90 COORDINATE POINT
- CONCRETE MONUMENT
- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- INTERMEDIATE TRAVERSE LINE
- WATERS EDGE

COORDINATE LISTING

POINT	NORTHING	EASTING
48	2333.661731	3486.116553
50	2757.986799	3242.909908
51	2764.811715	2721.554579
52	2845.736743	2760.577065
53	2835.711814	3526.381441
54	2754.284326	3525.741898
55	1810.765597	3863.468308
70	1119.654820	3956.015284
71	1143.042813	3910.117076
72	1163.776965	3891.452579
73	1151.952746	3914.657241
74	1181.737808	3987.650430
75	1196.502409	3937.358088
76	1208.326629	3914.153404
77	1375.899557	3844.429335
81	1391.197368	3798.827050
82	1504.932696	3833.377859
119	1873.105253	3844.120202
120	1941.668581	3819.513366
121	2074.103026	3745.926603
123	1489.634865	3880.980138
129	2368.559090	3552.394042
205	2203.109841	3689.541247
206	2123.129615	3737.393575
207	2082.635840	3793.472983
208	2104.202451	3913.650003
209	1981.235350	3955.194359
210	1840.601189	4018.100515
211	1726.487405	4035.651004
212	1606.023304	4105.785843
213	1521.457010	4129.101574
214	1469.368461	4110.544012
215	1520.137227	4034.219921
217	1356.612532	4008.049304
218	1319.640400	3963.982363
219	1255.810305	3950.074536
220	1226.636353	3934.726856
221	1204.904688	3941.639550
222	1134.128170	4082.706164
223	1086.197170	4186.814308
224	1039.763091	4290.553246
225	980.029736	4277.664629
226	962.667675	4245.988701
227	974.972745	4164.553494
228	1001.365743	4084.837655
229	997.260628	3990.692035
230	1067.654615	3795.923101
231	1070.451815	3753.895874
232	1092.119871	3708.794409
233	1148.020108	3667.698327
234	1215.497776	3635.036716
235	1242.630459	3601.884299
236	1278.516480	3620.732098
237	1305.555995	3681.551437
238	1365.844014	3657.383062
239	1434.998188	3690.457254
240	1475.719346	3717.949078
241	1447.851375	3643.261786
242	1458.054229	3618.401563
243	1590.996287	3679.887742
244	1701.043923	3734.806635
249	2398.987703	3486.627475
255	2110.377358	3665.340020
256	1857.874275	3809.321180
257	2754.480670	3510.743183
259	2469.495652	3512.443230

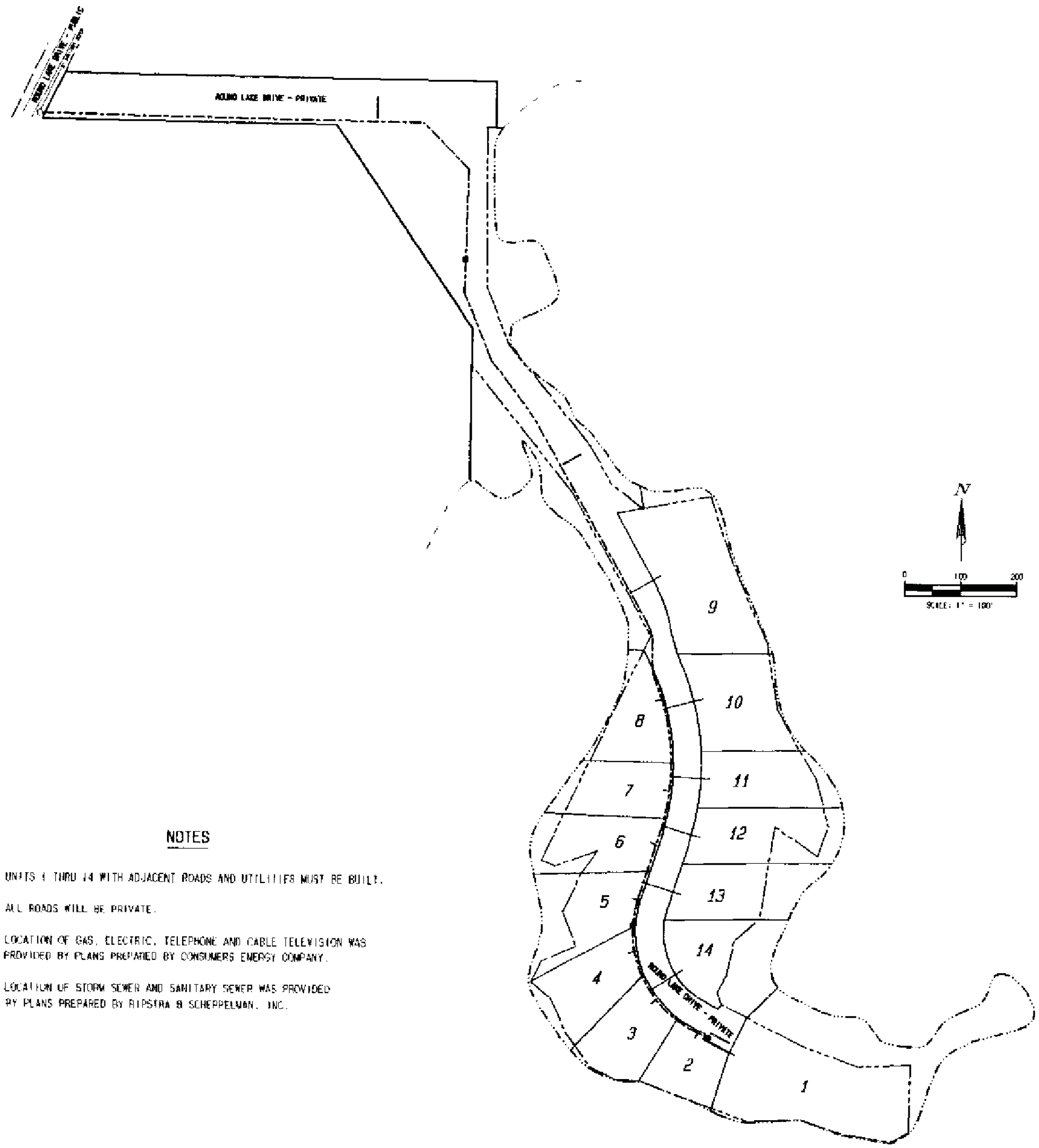
RIPSTRA & SCHEPPELMAN, INC.
CIVIL ENGINEERING - LAND SURVEYING
977 AIRPORT ROAD
JACKSON, MI 49202
517-789-9898

ALAN L. SCHEPPELMAN, P.S.
LICENSE NO. 35998

PROPOSED MAY 09, 2002

SITE PLAN
PROJECT 01115
SHEET 4 OF 6

OAK POINT ESTATES



NOTES

1) UNITS 1 THRU 14 WITH ADJACENT ROADS AND UTILITIES MUST BE BUILT.

2) ALL ROADS WILL BE PRIVATE.

3) LOCATION OF GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION WAS PROVIDED BY PLANS PREPARED BY CONSUMERS ENERGY COMPANY.

4) LOCATION OF STORM SEWER AND SANITARY SEWER WAS PROVIDED BY PLANS PREPARED BY RIPSTRA & SCHEPPELMAN, INC.

LEGEND

- PROPOSED CHAMBER
- PROPOSED SEWER LEAD
- PROPOSED 3" PRESSURE SEWER
- PROPOSED 12" CSP
- PROPOSED UNDERGROUND ELECTRIC, GAS, TELEPHONE AND CABLE TELEVISION
- EXISTING 8" SANITARY SEWER
- EXISTING SANITARY MANHOLE

RIPSTRA & SCHEPPELMAN, INC.
CIVIL ENGINEERING - LAND SURVEYING
977 AIRPORT ROAD
JACKSON, MI 49202
517-789-9898

ALAN L. SCHEPPELMAN, P.S.
LICENSE NO. 35998

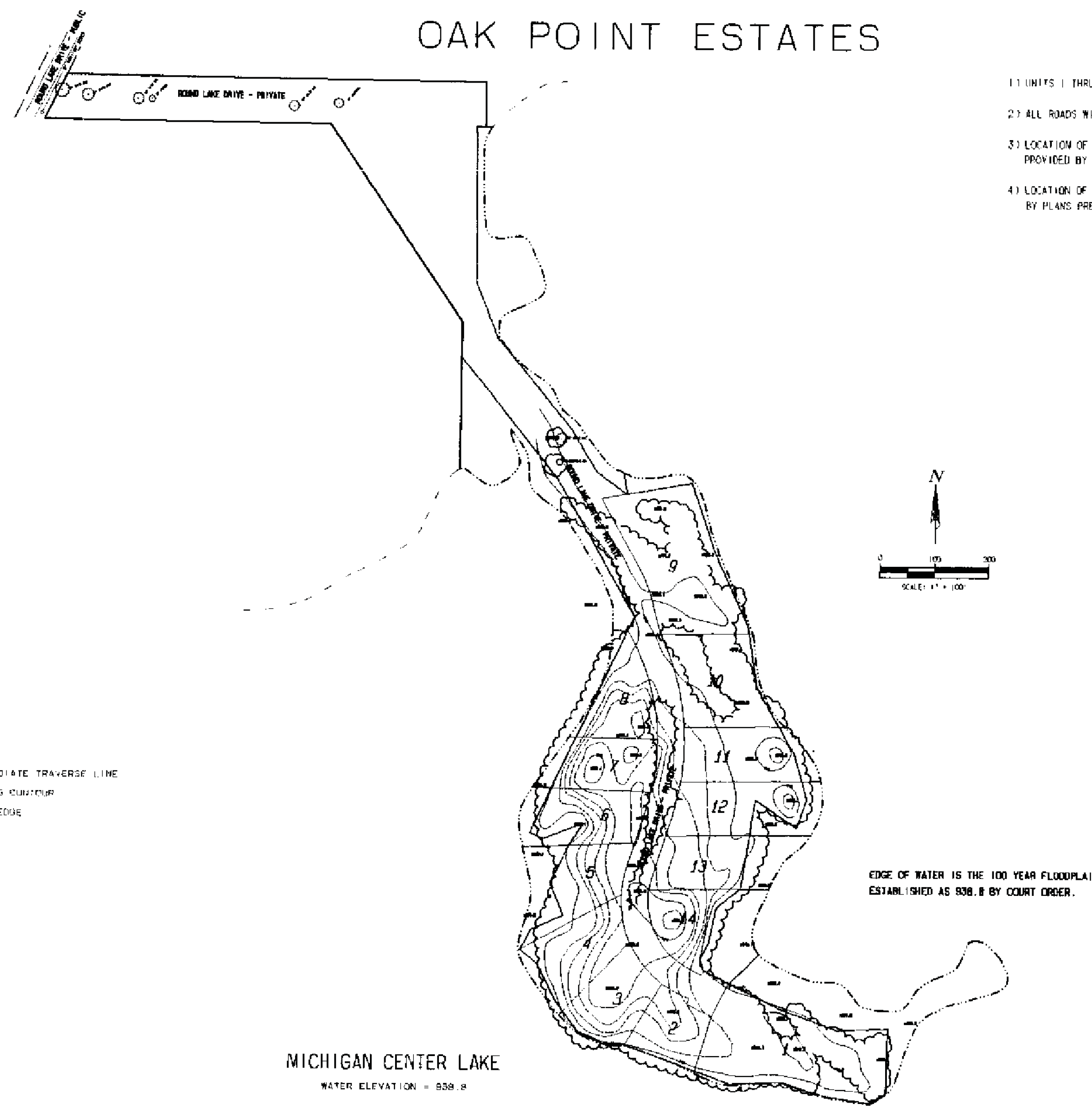
PROPOSED MAY 09, 2002

UTILITY PLAN

PROJECT 01115

SHEET 5 OF 6

OAK POINT ESTATES



NOTES

1) UNITS 1 THRU 14 WITH ADJACENT ROADS AND UTILITIES MUST BE BUILT

2) ALL ROADS WILL BE PRIVATE.

3) LOCATION OF GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION WAS PROVIDED BY PLANS PREPARED BY CONSUMERS ENERGY COMPANY

4) LOCATION OF STORM SEWER AND SANITARY SEWER WAS PROVIDED BY PLANS PREPARED BY RIPSTRA & SCHEPPELMAN, INC.

LEGEND

- INTERMEDIATE TRAVERSE LINE
- EXISTING CONTOUR
- WATERS EDGE

2249618
07/16/2002 09:43A
L-1701 P-587
Jackson Co. Page: 56 of 62 DMA

FLOOD PLAIN PLAN	PROPOSED	MAY 09, 2002
PROJECT 01115		
SHEET 6 OF 6		

ALAN L. SCHEPPELMAN, P.S.
LICENSE NO. 35998

RIPSTRA & SCHEPPELMAN, INC.
CIVIL ENGINEERING - LAND SURVEYING
977 AIRPORT ROAD
JACKSON, MI 49202
517-789-9898

CONSENT TO
THE RECORDATION OF THE
OAK POINT SITE CONDOMINIUM
MASTER DEED

Dolores A. Bannan , a married woman of 9024 Bunkerhill Road, Jackson, MI 49201, the owner of the property described in attached Exhibit C, authorizes the submission of the site plans to Leoni Township, and the execution and recordation of the Master Deed, by Oak Point, LLC, in the Office of the Jackson County Register of Deeds.

Given in consideration of a certain option, dated November 28, 1999, and other consideration less than $100.00, on this 20th day of August, 2001.

WITNESSES:

Geoffrey W. Snyder

Daniel D. Bannan

Dolores A. Bannan

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The above Consent was acknowledged before me on this 20th day of August, 2001, by Dolores A. Bannon.

Geoffrey W. Snyder
Notary Public
Jackson County, Michigan
My Commission Expires: 9/8/2003

Drafted W/O opinion by and After Recording please return to:

GEOFFREY W. SNYDER, ESQ.
4710 Pin Oak Trail
Jackson, MI 49201

CONSENT TO RECORD
OAK POINT SITE CONDOMINIUM MASTER DEED

Oak Point, LLC, a Michigan Limited Liability Company, which has an address of 4710 Pin Oak Trail, Jackson, MI 49201, consent to and authorizes, its Member Geoffrey W. Snyder, to execute this consent and record the Master Deed and Exhibits for Oak Point Site Condominium.

Executed this 16th day of July, 2002.

WITNESSES:

Leaubra L. White

Jack L. Ripstra

OAK POINT, LLC

Geoffrey W. Snyder, Member

STATE OF MICHIGAN)
)ss
COUNTY OF JACKSON)

The foregoing instrument was executed before me on this 16th day of July, 2002, by Geoffrey W. Snyder, Member and in behalf of Oak Point, LLC.

Leaubra L. White
Notary Public
Jackson County, Michigan
My Comm. Expires: 4-29-05

Drafted w/o opinion by
and return to:

Geoffrey W. Snyder, Esq.
4710 Pin Oak Trail
Jackson, MI 49201

Jackson Co. Page: 58 of 62 DMA
2249618
07/16/2002 09:43A
L-1701 P-587

EXHIBIT C

Lot 104, Supervisor's Plat of Black's Subdivision, being a part of the South 1/2 of the Southwest 1/4 of Section 9, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan. Also part of the North 1/4 of Section 16, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan.

The combined parcels being described as:
Commencing at the North 1/4 post of Section 16;
thence North 89° 15' 00" West along the North line of said Section 16, a distance of 1284.61 feet to the Point of Beginning of this description;
thence the following forty-two (42) courses along an intermediate traverse line for Michigan Center Lake,

1) South 00° 20' 30" East a distance of 285.00 feet,
2) South 21° 35' 44" East a distance of 108.55 feet,
3) South 39° 39' 24" East a distance of 214.90 feet,
4) South 30° 53' 43" East a distance of 93.21 feet,
5) South 54° 09' 53" East a distance of 69.17 feet,
6) North 79° 49' 34" East a distance of 122.10 feet,
7) South 18° 40' 04" East a distance of 129.80 feet,
8) South 24° 07' 46" East a distance of 153.88 feet,
9) South 08° 43' 42" East a distance of 115.65 feet,
10) South 30° 12' 30" East a distance of 139.39 feet,
11) South 15° 24' 50" East a distance of 87.72 feet,
12) South 19° 36' 59" West a distance of 55.28 feet,
13) North 56° 22' 47" West a distance of 91.66 feet,
14) South 09° 05' 34" West a distance of 185.61 feet,
15) South 50° 00' 10" West a distance of 57.52 feet,
16) South 12° 17' 31" West a distance of 65.33 feet,
17) South 27° 54' 38" West a distance of 32.79 feet,
18) South 17° 29' 40" East a distance of 23.00 feet,
19) South 63° 16' 28" East a distance of 157.38 feet,
20) South 70° 04' 10" East a distance of 111.27 feet,
21) North 87° 49' 17" East a distance of 93.81 feet,
22) South 01° 22' 55" West a distance of 119.77 feet,
23) South 61° 16' 20" West a distance of 36.12 feet,
24) North 81° 24' 27" West a distance of 82.36 feet,
25) North 71° 40' 51" West a distance of 83.97 feet,
26) South 87° 30' 56" West a distance of 94.23 feet,
27) North 70° 08' 03" West a distance of 207.09 feet,
28) North 86° 11' 32" West a distance of 42.12 feet,
29) North 64° 20' 21" West a distance of 50.04 feet,
30) North 36° 19' 18" West a distance of 69.38 feet,
31) North 25° 49' 45" West a distance of 74.97 feet,
32) North 50° 42' 08" West a distance of 42.84 feet,
33) North 27° 42' 33" East a distance of 40.53 feet,
34) North 66° 01' 50" East a distance of 66.56 feet,
35) North 21° 50' 42" West a distance of 64.95 feet,

36) North 25° 33' 37" East a distance of 76.66 feet,
37) North 34° 01' 27" East a distance of 49.13 feet,
38) South 69° 32' 17" West a distance of 79.72 feet,
39) North 67° 41' 11" West a distance of 26.87 feet,
40) North 25° 31' 30" East a distance of 443.07 feet,
41) North 29° 41' 33" West a distance of 290.67 feet,
42) North 38° 45' 11" West a distance of 286.32 feet;

thence North 00° 26' 53" East a distance of 65.33 feet;
thence North 34° 10' 19" West a distance of 433.91 feet to the South line of Lot 104, Supervisor's Plat of Black's Subdivision;
thence North 89° 15' 00" West along said South lot line, a distance of 521.40 feet to the Southwest corner of said lot;
thence North 25° 44' 37" East along the West line of said lot, a distance of 89.84 feet to the Northwest corner of said lot;
thence South 89° 15' 00" East along the North line of said lot, a distance of 765.87 feet to the Northeast corner of said lot;
thence South 00° 27' 00" West along the East line of said lot, a distance of 81.43 feet to the Southeast corner of said lot;
thence North 89° 15' 00" West along the North line of Section 16, a distance of 15.00 feet to the Point of Beginning.

Containing 11.644 acres of land, more or less.

Relative Error of Closure = 1/266,657.

Monuments for the intermediate traverse line were placed at the location of 3/4" pipes set by Timothy B. VanGieson, RLS 24621. Some corners were adjusted so as to be along the edge of the wetland/upland line. The boundaries of the road and units extend to the water's edge of Michigan Center Lake. No submerged lands are included in the parcel.

EXHIBIT D

Premises situated in Section 9, Town 3 South, Range 1 East, Township of Leoni, County of Jackson, State of Michigan, described as follows:

Lot 103 Supervisor's Plat of Black's Subdivision
Liber 14 of Plats, Page 8 & 9

EXHIBIT E

Premises situated in Section 16, Town 3 South, Range 1 East, Township of Leoni, County of Jackson, State of Michigan, described as follows:

the Northwest 1/4 of the Northwest 1/4 of said Section