

BREWER STREET

Additional units are shown with cross hatch



MAPLEWOOD
A Laurel Assisted Living Community

WEST BROOK COURT

PIERCE DRIVE

EASTMAN COURT

NORTH DRIVE

NORTH DRIVE

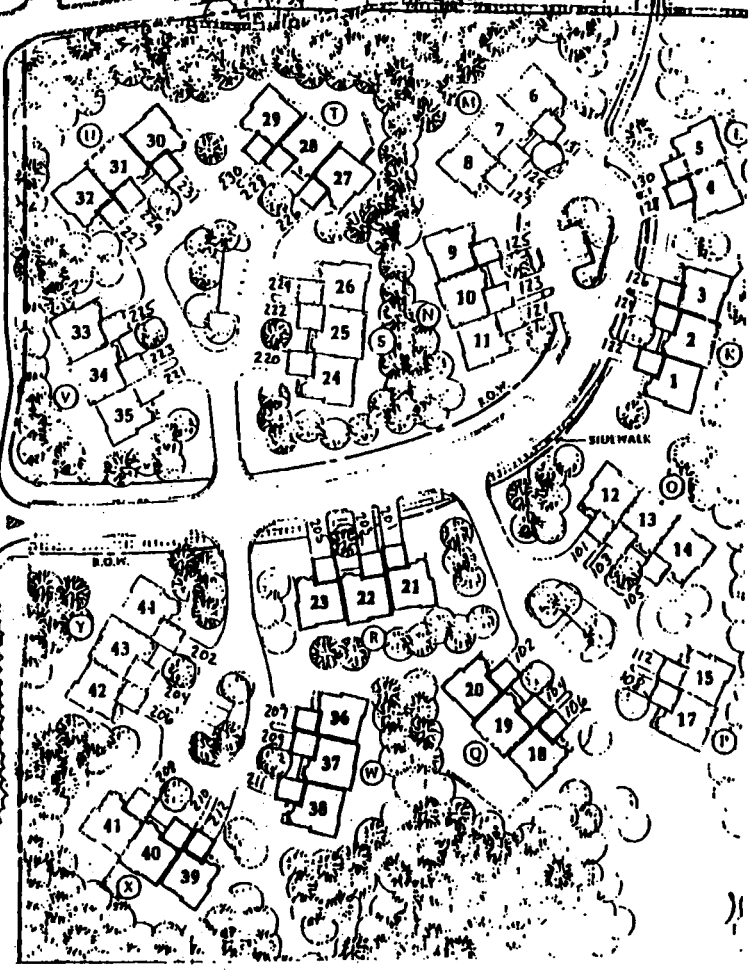
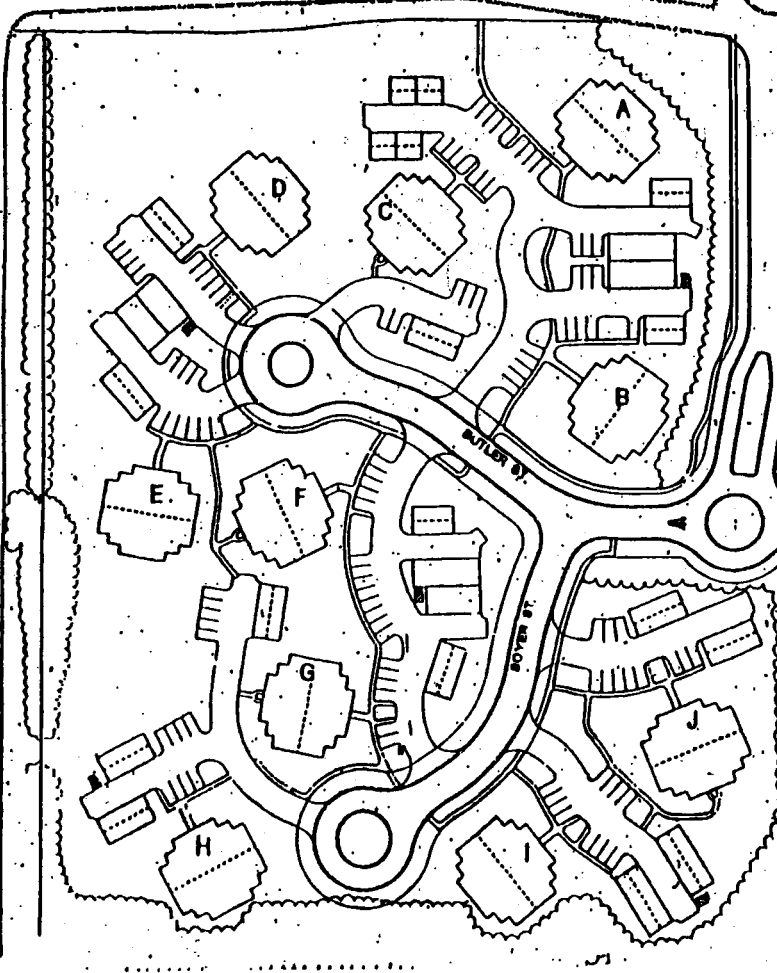
BREWER STREET

ROYLEY ST.

ROYLEY ST.

BREWER FARMS

BREWER WOODS



Regulations Concerning Satellite Dish and Other Antenna Placement In Brewer Woods

Section 3 of the Brewer Woods Bylaws provides that **"No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through which or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limiter or General, without the express written approval of the Board of Directors, including, without limitation, exterior painting or the erection of antennas..."**.

The FCC, upheld in numerous court cases, has established limits on restrictions homeowners associations such as Brewer Woods Condominium Association can impose on the installation of satellite dishes and other types of antennas ("Over-The-Air-Reception Devices" or "OTARDS").

Following a careful review of information provided by the Federal Communications Commission (FCC) and other sources, the Brewer Woods Condominium Association Board of Directors has adopted the following regulations concerning the installation of Over - The - Air Reception Devices (OTARDS), i.e., antennas, including satellite dishes, by individual Co-owners.

The Board believes the following regulations comply with the FCC's limitations and are consistent with Brewer Woods Condominium Documents, By-Laws and Rules.

1. Satellite dishes may not exceed one meter (39.37) inches in diameter.
2. A Co-owner is responsible for all costs of installation, maintenance and any damage to persons or property resulting from the installation of any OTARD.
3. Installation of OTARDS must be done in a safe manner which will not cause harm to persons or common property.
4. The Board strongly recommends that:
 - a. An OTARD should be installed in an aesthetically pleasing manner. To achieve this goal, the Board reserves the right to have the Co-owner, at its expense, install screening, a rock cover or other device consistent with the cost of the equipment installed.
 - b. An OTARD should be installed by a professional installer and the installer must demonstrate that he has adequate insurance for any damage to persons or property resulting from the installation.
 - c. Co-owners intending to install an OTARD should discuss their intentions with nearby neighbors to see if sharing dishes is feasible and desirable.
 - d. In order to preserve the value of the investment of all Co-owners in their units, a Co-owner should:

- ✓ Select a dish no larger than the minimum required for good reception.
- ✓ Site the dish in an inconspicuous place, preferably where your neighbors and the public cannot see it.
- ✓ Avoid breaking the skyline with the dish and, whenever possible, don't site it in front of the unit.
- ✓ Select a dish that blends in with its chosen background.

5. Location:

A. Installation Within a Unit.

The placement of an OTARD in a Limited or General Common Element is prohibited when an adequate quality signal can be obtained by placement inside the Unit. A written notice to the Brewer Woods Board of Directors must be provided at the time of installation showing proof of inadequate signal quality from an interior placement of the OTARD.

B. Installation In A Limited Common Element

Except as provided in A, above, a Co-owner **may** install an OTARD in a "Limited Common Element" over which the Co-owner has exclusive control. This means the air space above a Co-owner's open deck and the Co-Owner's patios, porches and the yards into which they open. *Note: The lawns that are part of the General Common Elements (i.e., the grassed areas which the Association has the right to maintain) are not "Limited Common Elements".*

The Board urges Co-owners to submit a "modification request form" to the Board prior to installation of an OTARD in a Limited Common Element.

C. Installation in a General Common Element

Except as provided in A, above, if necessary in order to obtain an adequate signal, with the prior written approval of the Building and Grounds Committee of the Board as to the details of the installation, a Co-owner **may** install an OTARD in one of the following portions of the "General Common Elements:"

A perimeter wall, or the roof, of the unit of the Co-owner wishing to install the OTARD.

A "modification request form" must be submitted to the Building and Grounds Committee of the Board prior to the installation of an OTARD in a General Common Element.

Satellite dishes and apparatus (including wiring) **may not** be installed on the lawns that are part of the General Common Elements (i.e., the grassed areas which the Association has the right to maintain).

(Please see Sections 1 and 2 of Article IV of the Master Deed in your Purchaser Information Booklet for the definition of General Common Elements and Limited Common Elements, and the drawings of your Unit in the Purchaser Information Booklet, which show the "Rear Yard" and, where applicable, "Front Yard" Limited Common Elements).

Additional information from the FCC's Web site:

Consumer-Owned Satellite Dishes And Other Antennas

The Federal Communications Commission (FCC) has rules about restrictions on the placement of consumer-owned satellite dishes and other types of antennas (Over-the-Air-Reception Devices or "OTARD" Rules). FCC rules prohibit local governments, landlords, community associations, or similar groups from restricting a resident from installing and using an antenna that is covered under the OTARD rules. These rules only apply to properties or areas of properties that the antenna user owns, leases or rents and areas where the user has exclusive use or control. The rules apply to properties used for commercial purposes just as they apply to residential properties.

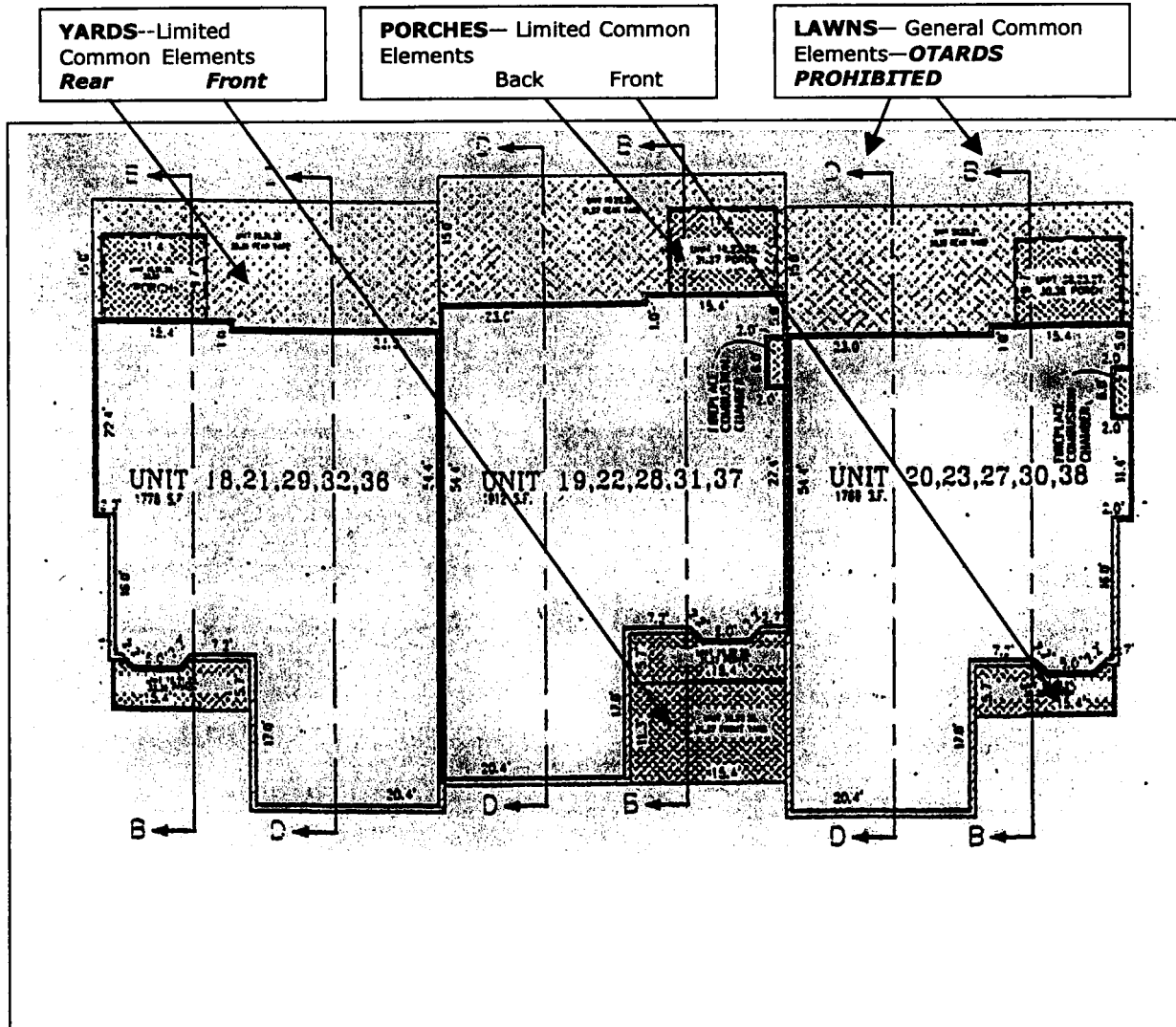
What Types of Antennas Are Covered Under the OTARD Rules?

The following antennas or dishes are covered by these rules:

- a "dish" antenna one meter (39.37 inches) or less in diameter (or any size in Alaska) designed to receive direct broadcast satellite service or to receive and transmit fixed wireless signals via satellite;
- an antenna one meter in diameter or less designed to receive wireless cable or to receive or transmit fixed wireless signals other than by satellite; and
- commercially-available analog and digital television antennas.

Antennas used for amateur ("Ham") radio, CB radio, FM or AM radio service, satellite radio or used as part of a hub to relay signals among antennas are NOT covered by these rules.

ILLUSTRATION OF LIMITED AND COMMON ELEMENTS



**BREWER WOODS CONDOMINIUM ASSOCIATION
MAINTENANCE MATRIX**

ITEM	ASSOCIATION	CO-OWNER	COMMENTS
Air Conditioner		x	
Compressor		x	
Fan		x	
Animal Removal from Unit		x	
Appliances			
Dishwasher		x	
Stove		x	
Refrigerator		x	
Washer/Dryer		x	
Basement			
Cracks	x		
Drainage	x		
Leaks	x		
Cabinets and Shelves		x	
Chimney			
Birds	x		
Cap Cracks	x		
Flue	x		
Leaks	x		
Doors, Exterior			
Knobs/Lock Mechanism		x	
Frame	x		
Inside Surface		x	
Lockouts		x	
Threshold	x		
Outside Surface		x	
Storm Doors		x	
Doors, Interior		x	
Electrical			
Bulbs		x	
Circuit Breakers/Box		x	
Doorbells		x	
Fixtures-Interior		x	
Porch Lights	x		
Outlets & Switches, Interior		x	
Outlets, Exterior	x		
Pole/ Security Lights	x		

ITEM	ASSOCIATION	CO-OWNER	COMMENTS
Fire place	repair/replace	maint.	
Fireplace (chimney)	x		
Floors			
Coverings		x	
Subfloor	x		
Furnace		x	
Garages			
Door Opener		x	
Door		x	
Exterior Lights	x		
Floors	x		
Lock		x	
Walls	exterior	interior	
Weather Stripping		x	
Insect Infestation	x		
Lawn & Grounds			
Common Areas	x		
Tree, Shrub Trimming	x		
Mail boxes	x		
Porch			
Repair/Replace	x		
Screening	x		
Patios			
Lights	x		
Repair/replace	x		
Screening	x		
Snow Removal		x	
Plumbing			
Disposal		x	
Drain Clogging	in wall	in trap	
Leaks-Faucet, Fixture		x	
Leaks-Inside Walls	x		
Malfunction-Fixture		x	
Malfunction-Pipe	x		
Outside Faucet	x		
Sewer Backup	x		
Sewer Backup Damage	x		
Toilet		x	
Underground Pipes		x	
Water Meter/Bills			

ITEM	ASSOCIATION	CO-OWNER	COMMENTS
Roof & Downspouts	x		
Sidewalks	x		
Smoke Detectors		x	
Television Cable		x	
Walls			
Exterior	x		
Interior		x	
Drywall Cracks		x	
Nail pops		x	
Paint/ Wallpaper		x	
Structural Failure	x		
Surfaces		x	
Windows and Doorwalls			
Broken Glass		x	
Caulking-exterior	x		
Handles & Locks		x	
Frame		x	
Screens		x	
Seals Defective-Fog		x	
Sills		x	
Weather Stripping		x	
Water Heaters		x	

Bruce Phillips

From: "Carl Fedders" <CFedders@cityofmarshall.com>
Date: Tuesday, February 11, 2014 3:01 PM
To: "Bruce Phillips" <bruce@brucephillipsrealtors.com>
Subject: RE: hydrant locations



Carl E Fedders, PE, MPA
Director of Public Services
City of Marshall
(269) 781-3985 x101
Fx: (269) 789-4628
www.cityofmarshall.com

From: Bruce Phillips [mailto:bruce@brucephillipsrealtors.com]
Sent: Tuesday, February 11, 2014 2:02 PM
To: Carl Fedders
Subject: Re: hydrant locations

Carl

Thanks for rapid reply, do you have Eastman Court side as well? All I see on map is Chauncey.

Bruce

From: Carl Fedders
Sent: Tuesday, February 11, 2014 12:17 PM
To: Bruce Phillips
Subject: hydrant locations

*FIRE HYDRANTS LOCATION
EASTMAN COURT*



Carl E Fedders, PE, MPA
Director of Public Services
City of Marshall
(269) 781-3985 x101
Fx: (269) 789-4628
www.cityofmarshall.com

FIRE HYDRANT LOCATIONS
CHAUNCEY COURT

31 AUG 2003 9:40:01 AM

ANNE B. NORLANDER
CLERK-REGISTER OF DEEDS

LIBER 2691 PAGE 321

BREWER WOODS CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED BYLAWS

This is to certify that the BREWER WOODS CONDOMINIUM Bylaws as recorded with the Office of the Calhoun County Register of Deeds at Liber 1766, pages 612-646 on September 6, 1994, have been duly amended and restated in total pursuant to Article XVI of said Bylaws. A complete and accurate copy of said amended and restated Bylaws is attached hereto and shall become effective upon recording in the Office of the Calhoun County Register of Deeds. A copy of these amended and restated Bylaws shall be furnished to every member of the BREWER WOODS CONDOMINIUM ASSOCIATION.

Date: August 4, 2003

BREWER WOODS
CONDOMINIUM ASSOCIATION

By: Donald Johnston
Donald Johnston, Its President

STATE OF MICHIGAN)
COUNTY OF CALHOUN)

SUBSCRIBED AND SWORN TO before me by DONALD JOHNSTON, President of BREWER WOODS CONDOMINIUM ASSOCIATION, on behalf of said Association, on Aug. 4, 2003, 2003, Calhoun County, Michigan. My Commission expires 6-29-06.

Janet K Bryson
* Janet K Bryson
Notary Public, Calhoun County, Michigan

Barry Co. acting in
Calhoun Co. MI

Prepared by and return recorded document to:
James D. Norlander (P23527)
MUMFORD, SCHUBEL, NORLANDER,
MACFARLANE & BARNETT, PLLC
68 East Michigan Avenue
Battle Creek, Michigan 49017-4010
(269) 968-6146
/pb

BREWER WOODS CONDOMINIUM ASSOCIATION

BYLAWS*--INDEX

ARTICLE			PAGE
I	ASSOCIATION OF CO-OWNERS		1
II	ASSESSMENTS		1-6
III	ARBITRATION		6
IV	INSURANCE		6-8
V	RECONSTRUCTION OR REPAIR		8-11
VI	RESTRICTIONS		11-16
VII	MORTGAGES		16
VIII	VOTING		16-17
IX	MEETINGS		17-19
X	BOARD OF DIRECTORS		19-22
XI	OFFICERS		22-23
XII	SEAL		23
XIII	FINANCE		23-24
XIV	INDEMNIFICATION OF OFFICERS		24
XV	AMENDMENTS		24-25
XVI	COMPLIANCE		25
XVII	DEFINITIONS		25
XVIII	REMEDIES FOR DEFAULT		25-26
XIX	ASSESSMENT OF FINES		26-28
XX	SEVERABILITY		28

* These 2003 ByLaws were revised during the 2002-2003 Association's year and adopted by the membership during the Summer of 2003

BREWER WOODS CONDOMINIUM ASSOCIATION

BYLAWS

ARTICLE I ASSOCIATION OF CO-OWNERS

Brewer Woods, a residential Condominium Project located in the City of Marshall, Calhoun 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 Association in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Association available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Association. All Co-owners in the Condominium Association and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in 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 the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Association shall constitute expenditures affecting the administration of the Association, 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 Association shall constitute receipts affecting the administration of the Condominium Association, 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 Association, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular association, the Association of Co-owners should carefully analyze the Condominium Association 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. At least one week prior to the adoption of the proposed budget, copies shall be delivered to each Co-owner. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each co-owner only if the budget as adopted is materially different than the proposed budget 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 determine, 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 \$5,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, 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 4 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 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 needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$5,000.00 for the entire Association per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, ((3) assessments to purchase a Unit for use as a resident manager's Unit,) or ((4)) assessments for any other appropriate purpose not elsewhere herein described.

Please direct email to:
jnorlander@mumfordlaw.com

July 15, 2010

Dick Rabbideau
102 Chauncey Court
Marshall, MI 49068

RE: *Delinquent Association Dues*

Dear Dick:

You are correct that your Bylaws allow you to either file a lien or bring a lawsuit for a money judgment. Each approach has advantages and disadvantages.

In filing a lawsuit, the suit will seek a specific amount and a judgment would be entered for a specific amount. Assuming the monthly assessments continue to go unpaid and increase the total, it would be hard to quantify the amount sought in a lawsuit. The Bylaws allow the Association to declare the entire fiscal year's assessment to be due and payable, so if a suit is filed, it would include the prior year's unpaid installments as well as the entire current year's assessment. This would help define the amount of the judgment. Also, once the judgment is entered it must then be collected. We would need to garnish wages, bank accounts, assets, etc. All of this takes time and can become expensive. If the unit owner has abandoned the property and left the area or is unemployed or lives on a pension, which cannot be garnished, a lawsuit can prove futile. However, in the case where a unit owner is employed, local and probably collectible, a lawsuit may bring immediate pressure and the problem may be resolved quickly.

The filing of a lien is relatively inexpensive and generally insures that the association will be paid at some point in time. It also continues to grow as each monthly assessment goes unpaid. The property cannot be sold without the lien being paid or assumed by the purchaser. The lien may be foreclosed or it may sit dormant at the choice of the Association. A copy of the lien is sent to the unit owner and it may or may not bring a response, depending upon whether the unit holder still resides in the unit or has moved elsewhere. However, if the mortgage company forecloses its lien and sells the property, the Association's lien is wiped out. If the Association chooses to foreclose its lien, it must pay off the mortgage in order to obtain title to the property. It is probably not a practical solution if the mortgage has a large balance due.

In general, I recommend that we first file a lien and see what response, if any, that brings. If the lien continues without being paid, then we can look at filing a lawsuit for a money judgment and/or seek foreclosure of the lien. If there is no mortgage on the property, a lien foreclosure action would be the best cause of action, depending upon the collectibility of the unit owner.

In sum, each case should be reviewed separately as appropriate action depends on the unit owner's financial situation.

Short of foreclosure or judicial action, the filing of a lien accompanied by a letter from the Association that the unit holder is not allowed to vote or utilize the Common Areas during the period of default is a relatively inexpensive way to attempt to rouse the attention of the defaulting party. If that fails to resolve the problem, we can then look at foreclosure or a lawsuit for money damages.

Thanks for bringing this to my attention. It reminds me that we need to monitor the liens we file and not let them continue to accumulate indefinitely without taking steps to resolve the issue.

Please feel free to e-mail or call me with any further questions or concerns you may have.

Very truly yours,

James D. Norlander

JDN/kms
cc: Bruce Phillips

Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is in number for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

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 Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. 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. An automatic late charge not exceeding \$25 per installment per month may be added to each installment in default for five or more days until each installment together with all applicable late charges is paid in full. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges and fines by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon

seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XVIII, Section 4 and Article XIX of these Bylaws which fines may be in addition to automatic late charges previously established. All of these remedies shall be cumulative and not alternative.

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

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last 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 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 (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal

description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in 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 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. 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 8. 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 9. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

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 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing 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 sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III ARBITRATION

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

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

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

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

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

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

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

Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) Premium Expenses. All premiums upon 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 bank account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

ARTICLE V RECONSTRUCTION OR REPAIR

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

(a) Partial Damage. If the damaged property is a Common Element or a ~~Unit~~, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

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

Section 3. Co-owner Responsibility for Repair. (Also see Appendix B)

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

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

Section 4. Association Responsibility for Repair. (Also see Appendix C)

Except as otherwise provided in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after 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 replace 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 costs 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 cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

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

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

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners 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 Association continues after taking by eminent domain, then the remaining portion of the Condominium Association shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

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

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC or FNMA, 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 or FNMA exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium 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 shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences. A single-family is defined as one person or group of two or more persons related by birth, adoption or marriage, together with not more than two additional persons not related by blood, marriage or adoption, such as foster children, domestic servants and/or health-care providers, who occupy the whole or part of a dwelling unit with common housekeeping and single set of culinary facilities.

Section 2. Listing and Sale of Unit. The Board requires notification of the listing and sale of any unit.

Section 3. Leasing and Rental.

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

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

(1) A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents.

(2) Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

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

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

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

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

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

Section 4. Alterations and Modifications. (Also see Appendix D)

No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including, without limitation, exterior painting or the erection of antennas, lights, aerials, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; providing, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 5. Activities. No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. Household pets shall be permitted to be maintained on the Premises. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the Common Elements. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

Section 7. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly

condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any Unit shall be made of or lined with material which is white or off-white in color. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that (i) storage of any items of personally for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personally which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof. Washing of vehicles which are owned by a Co-owner or those residing with that Co-owner shall be permitted by these Bylaws in the driveways, provided the Association shall have the right to establish reasonable rules and regulations for such washing, including the time and manner thereof.

Section 8. Vehicles. No vehicles with advertisement, house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Garage doors shall remain closed at all times, except for purposes of ingress and egress. Co-owners shall, if the Association shall require, register with the Association all cars maintained on-the Condominium Premises. Co-owners shall park at least one of their vehicles in the garage parking space within his/her Unit and shall park no more than one vehicle outside of the Co-owner's garage without the prior written approval of the Association. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 8, is absolutely prohibited. Overnight

guest parking shall be limited to no more than two cars without advance written approval of the Association. Overnight parking on any street in the Condominium shall be regulated by the City of Marshall. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended from time to time 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 after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Association irrespective of whether such persons actually receive a copy of the rules and regulations.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association or its Management Company knowledge to the means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association, in which case the Co-owner making the request shall bear the expense of any additional maintenance that may be incurred by the Association.

Section 13. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, and parking areas, shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously

intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 14. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII MORTGAGES

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

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

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

ARTICLE VIII

VOTING

Section 1. Vote. Each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until the co-owner has presented evidence of ownership of a Unit to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative.

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

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

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

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

ARTICLE IX MEETINGS

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

Section 2. Annual Meetings. Annual meetings of members of the Association shall be held during the month of May 2003 and during the month of May each year thereafter at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 .days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address 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 the Association shall be deemed due notice.

Section 5. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. 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 and approval of minutes of preceding meeting; (d) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (e) election of Directors (at annual meeting or special meetings held for such purpose); (f) reports of officers; (g) reports of committees; (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 7. 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 4 for the giving of notice of meetings of

members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (d) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 8. 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 be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Minutes. Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of five members. All Directors must be members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors. At least two (2) and not more than three (3) shall be elected in alternate years and shall serve two-year terms. The Directors shall hold office until their successors are elected and hold their first meeting.

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

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

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

- (b) To communicate to the membership how such affairs are being administered and the procedures and schedules of said maintenance of the Common Elements by at least a quarterly Newsletter.
- (c) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (d) To carry insurance and collect and allocate the proceeds thereof.
- (e) To rebuild improvements after casualty.
- (f) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Association.
- (g) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.
- (i) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.
- (j) 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.
- (k) To enforce the provisions of the Condominium Documents.

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

Section 6. Vacancies. Vacancies which occur in the Board of directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by a vote of the majority of the remaining Directors even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

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, anyone or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 20 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail or any available electronic device, at least 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 on 3 days notice to each Director, given personally, by mail or any available electronic device which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors, either present or by electronic device, shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there

be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE 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 judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as (s)he 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 so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/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; (s)he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and (s)he shall, in general, perform all duties incident to the office of the Secretary.

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

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

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his/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 XIII SEAL

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

ARTICLE XIII FINANCE

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

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of

such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except as otherwise prohibited by law; 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 Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE 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 1/3 or more in number of the Co-owners by instrument in writing signed by them.

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

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

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Calhoun County Register of Deeds.

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 is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Association irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Association 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 or as set forth in the Act. See Appendix A

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 relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' 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 attorneys' 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, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any 'Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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

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

ARTICLE XIX ASSESSMENT OF FINES

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

LIBER 2691 PAGE 349

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

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

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) Default. Failure to respond to the Notice of Violation within 72 hours of delivery constitutes a default. Each such period of default constitutes a separate violation.

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

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

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

(b) Second Violation. Twenty-Five Dollars (\$25.00) fine.

(c) Third Violation. Fifty Dollars (\$50.00) fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Dollars (\$100.00) fine.

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

ARTICLE XX SEVERABILITY

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

Appendix A**DEFINITIONS**

Certain terms are utilized not only in the Master Deed of Brewer Woods Association, a Michigan non-profit corporation; but are used in various other instruments such as our Articles of Incorporation, and Bylaws. Wherever used in such documents, the terms set forth below shall be defined as follows:

ASSOCIATION "Association" means the Brewer Woods Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members. The corporation shall administer, operate, manage and maintain Brewer Woods.

BYLAWS "Bylaws" set forth the substantive rights and obligations of the co-owners as required under Michigan condominium (townhome) law. The bylaws shall also constitute the corporate bylaws of the Association.

COMMON ELEMENTS "Common Elements" where used without description, means both general and limited common elements.

GENERAL COMMON ELEMENTS

Land The land includes all open space, roads (not dedicated to the public), and parking areas.

Electrical The electrical transmission system throughout Brewer Woods includes that contained within Unit walls and any common site lighting system and exterior fixtures, up to the point of connection, with, but not including, electrical fixtures and outlet boxes within any Unit.

Telephone The telephone system throughout Brewer Woods up to the point of entry to each Unit.

Gas The gas distribution system throughout Brewer Woods, including that contained within Unit walls, up to the point of connection with gas fixtures, but not including the fixture or shut off valve with any Unit.

Water The water distribution system throughout Brewer Woods, including that contained within Unit walls, up to the point of connection with plumbing fixtures, but not including the fixture, within any Unit.

Sanitary Sewer The sanitary sewer system throughout Brewer Woods, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

Storm Sewer The storm sewer system throughout Brewer Woods.

Construction Foundations, supporting columns, Unit perimeter walls, roofs, ceilings, supporting beams, floor construction between Unit levels and chimneys.

LIMITED COMMON ELEMENTS

Note: Limited common elements are subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited common elements are appurtenant. They are as follows:

Porches and Yard Areas Each porch and yard areas in Brewer Woods is restricted in use to the co-owner of the Unit which opens into that porch or yard area.

Patios Each individual patio in Brewer Woods is restricted in use to the co-owner of the Unit which opens into that patio.

Air Conditioner Compressors Each individual air conditioner compressor and its pad in Brewer Woods and the ground surface immediately below the same is restricted in use to the co-owner of the Unit which that air conditioner compressor services.

Sidewalks and Driveways Each sidewalk and driveway is limited in use to the co-owner of the Unit served thereby.

Garage Doors and Garage Door Openers Each garage door and its hardware, including garage door openers, shall be limited in use to the co-owner of the Unit serviced thereby.

Doors and Windows Doors, Windows, and window screens are limited in use to the co-owners of Units to which they are attached.

Fireplace Combustion Chambers Fireplace combustion chambers are limited in use to the Units served thereby, if any are installed.

Interior Surfaces The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage are subject to the exclusive use and enjoyment of the co-owner of that Unit.

CONDOMINIUM DOCUMENTS "Condominium Documents" includes the master deed, articles of incorporation, bylaws, and rules and regulations of Brewer Woods.

CO-OWNER OR OWNER "Co-owner" means a person, or other entity, who owns one or more Units in Brewer Woods

DEVELOPER "Developer" in relation to Brewer Woods Association refers to Norfolk Development Corporation, the original developer.

Appendix B**Co-owner Responsibilities**

In General, co-owners are responsible for maintenance, repair and replacement of items within the inside of the perimeter walls and beyond interior utility network connection networks including many of the Limited Common Elements or those items reserved only for each individual unit owners' use such as fixtures, and insurance thereof.

Specifically,

Air conditioner - compressor, fan

Animal removal from unit

Appliances - dishwasher, stove, refrigerator, washer/dryer

Cabinets and Shelves

Doors (exterior) - knobs/lock mechanisms, inside surface, outside surface, lockouts, and storm doors

Doors - interior

Electrical - bulbs, circuit breakers/boxes, doorbells, fixtures(interior), outlets and switches(interior)

Flags/Banners - only on calendar holidays, game days

Floors - coverings

Furnace and Modifications

Garages - door openers, door, lock, walls(interior), weather stripping

Laundry - no exterior drying of laundry including screened in porches

Ornamentation - no obviously oversized(exterior) other than original

Patios (screened) - screening, sealing of wood inside the screened porches, snow removal

Pets - must be on leash when outdoors, fecal matter cleaned up immediately

Plumbing - disposal, drain clogging(in trap), leaks(faucet fixtures), fixture malfunctions, toilet, water meter/bills

Smoke Detectors

Television Cable

Walls - interior, drywall cracks, nail pops, paint/wallpaper

Waterheaters

Windows and doorwalls

Appendix C**Association Responsibilities**

In general, the association is responsible for maintenance, repair, and replacement of the General Common Elements including land, roads, sidewalks, utility networks (electrical, gas, telephone, and plumbing up to the point of unit connection), foundations, outside perimeter walls, roofs, and insurance thereof.

Specifically,

Basement - cracks, drainage, leakage

Chimney - birds, cap cracks, flue, leaks

Doors (exterior) - frame, threshold

Electrical - porch lights, outlets (exterior), pole/security lights

Fireplace - repair/replace

Fireplace - chimney

Floors - subfloor

Garage - exterior lights, floors, walls (exterior)

Insect infestation

Lawns and Grounds - common areas except as defined in by-laws, tree, shrub trimming

Mail boxes

Patios (decks) - lights, repair/replace except for upgrades, sealing all exterior wood with refunds to co-owners who do their own

Plumbing - drain clogging (in wall), leaks (inside walls), pipe malfunction, outside faucet, sewer backup, sewer backup damage

Roof and downspouts

Sidewalks

Walls - exterior, structural failure

Windows and Doorwalls - caulking (exterior), frames

Appendix D**BOARD APPROVED ENHANCEMENTS/MODIFICATION**

RIGHT OF REFUSAL Each co-owner has the right to refuse any such service paid for by the Association; provided the co-owner's work has an appearance at least as good as the Association's paid service.

LANDSCAPING Landscaping enhancements such as flowers, shrubs, etc., but cannot interfere with the mowing of grass. Once planted, the co-owner is responsible for the maintenance of these enhancements. Maintenance includes a mulched edge between flowers and grass.

FLAGS Flags may be flown on calendar holidays and game days. The U.S. flag may be flown at any time.

SHUTTERS Shutters may be installed, at your expense and maintenance, only by the garage window, if you so desire. Colors are limited to white, black, burgundy (cranberry), and beige (color of south siding). A second limitation is length and width---approximately 15" by 60" the length being the same as the length of the window.

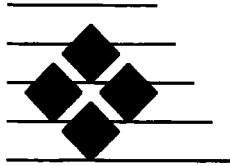
PRIVACY SCREENS For open lower and upper decks, a treated wood 2' by 4' trellis and boxed by treated 2 by 4's may be attached to the existing rail or rails. One of the 2' sections must be butted against the house. For anything larger, a stair step design must be used and only after approval by the Board. Such a stair step design may be viewed at the back of Chauncey Ct. homes 229 and 231. Any trellis work must remain the same color as the rails and deck.

For the lower deck (really the concrete platform where there is an upper deck), treated wood rails- identical to the upper deck rails - can be used, each extending out from the house as on the upper deck. No trellis or other types of screens are allowed. An alternative option for lower deck privacy would be that of a screen in patio. But, this must match our complex's screened decks, and Board approval. Privacy screens are at the co-owner's cost and maintenance.

FRONT STEP RAIL The rail must be constructed and painted like the rail that was originally installed at 121 Chauncey Ct. It must also be placed in the same position as that at 121 Chauncey. Front step rails are at the co-owner's cost and maintenance.

YARD IRRIGATION SYSTEM All expenses borne by the yard's co-owner

-----as other modifications might be approved, co-owners will be apprised-----



Kramer-Triad
Management Group, L.L.C.

Ann Arbor • Bingham Farms • Farmington Hills • Rochester Hills • Troy • West Bloomfield • Naples, FL

BREWER WOODS

CONDOMINIUM

ASSOCIATION

Resident

Handbook

PURCHASER INFORMATION BOOKLET

FOR

BREWER WOODS

TABLE OF CONTENTS

MASTER DEED

ARTICLE I	TITLE AND NATURE	1
ARTICLE II	LEGAL DESCRIPTION	2
ARTICLE III	DEFINITIONS	3
Section 1.	Act	3
Section 2.	Association	3
Section 3.	Bylaws	3
Section 4.	Common Elements	3
Section 5.	Condominium Documents	3
Section 6.	Condominium Premises	3
Section 7.	Condominium Project, Condominium or Project	3
Section 8.	Condominium Subdivision Plan	3
Section 9.	Consolidating Master Deed	3
Section 10.	Construction and Sales Period	4
Section 11.	Co-owner or Owner	4
Section 12.	Developer	4
Section 13.	First Annual Meeting	4
Section 14.	Transitional Control Date	4
Section 15.	Unit or Condominium Unit	5
ARTICLE IV	COMMON ELEMENTS	5
Section 1.	General Common Elements	5
Section 2.	Limited Common Elements	6
Section 3.	Responsibilities	7
ARTICLE V	UNIT DESCRIPTION AND PERCENTAGE OF VALUE	9
Section 1.	Description of Units	9
Section 2.	Percentage of Value	9
Section 3.	Modification of Units; Convertible Areas	9
ARTICLE VI	EXPANSION OF CONDOMINIUM	10
Section 1.	Area of Future Development	10
Section 2.	Increase in Number of Units	12
Section 3.	Expansion Not Mandatory	12
ARTICLE VII	CONTRACTION OF CONDOMINIUM	13
Section 1.	Right to Contract	13
Section 2.	Withdrawal of Land	14

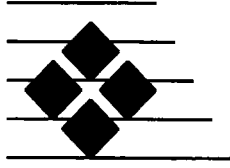
ARTICLE VIII	OPERATIVE PROVISIONS	14
Section 1.	Amendment of Master Deed and Modification of Percentages of Value	14
Section 2.	Redefinition of Common Elements	15
Section 3.	Right to Modify Floor Plans	15
Section 4.	Consolidating Master Deed	15
Section 5.	Consent of Interested Persons	15
ARTICLE IX	EASEMENTS	16
Section 1.	Easement for Maintenance of Encroachments and Utilities	16
Section 2.	Easements and Developmental Rights Retained by Developer	16
Section 3.	Grant of Easements by Association	18
Section 4.	Easements for Maintenance, Repair and Replacement	18
Section 5.	Telecommunications Agreements	19
Section 6.	Storm Sewer Drainage System	19
Section 7.	Median and Traffic Islands	20
Section 8.	Open Space Agreement	20
Section 9.	Emergency Vehicle Access Easement	20
ARTICLE X	AMENDMENT	21
Section 1.	Modification of Units or Common Elements	21
Section 2.	Mortgagee Consent	21
Section 3.	By Developer	21
Section 4.	Change in Percentage of Value	21
Section 5.	Termination, Vacation, Revocation or Abandonment	21
Section 6.	Developer Approval	21
ARTICLE XI	ASSIGNMENT	21
BYLAWS		
ARTICLE I	ASSOCIATION OF CO-OWNERS	1
ARTICLE II	ASSESSMENTS	1
Section 1.	Assessments for Common Elements	1
Section 2.	Determination of Assessments	2
Section 3.	Apportionment of Assessments and Penalty for Default	3
Section 4.	Waiver of Use or Abandonment of Unit	3
Section 5.	Enforcement	4
Section 6.	Liability of Mortgagee	5
Section 7.	Developer's Responsibility for Assessments	5
Section 8.	Property Taxes and Special Assessments	6
Section 9.	Personal Property Tax Assessment of Association Property	6
Section 10.	Construction Lien	6
Section 11.	Statement as to Unpaid Assessments	6
ARTICLE III	ARBITRATION	7
Section 1.	Scope and Election	7
Section 2.	Judicial Relief	7
Section 3.	Election of Remedies	7

ARTICLE IV	INSURANCE	7
Section 1.	Extent of Coverage	7
Section 2.	Authority of Association to Settle Insurance Claims	9
ARTICLE V	RECONSTRUCTION OR REPAIR	9
Section 1.	Responsibility for Reconstruction or Repair	9
Section 2.	Repair in Accordance with Plans and Specifications	10
Section 3.	Co-owner Responsibility for Repair	10
Section 4.	Association Responsibility for Repair	10
Section 5.	Timely Reconstruction and Repair	11
Section 6.	Eminent Domain	11
Section 7.	Notification of FHLMC and FNMA	12
Section 8.	Priority of Mortgagee Interests	12
ARTICLE VI	RESTRICTIONS	12
Section 1.	Residential Use	12
Section 2.	Leasing and Rental	12
Section 3.	Alterations and Modifications	14
Section 4.	Activities	14
Section 5.	Pets	14
Section 6.	Aesthetics	15
Section 7.	Vehicles	16
Section 8.	Advertising	16
Section 9.	Rules and Regulations	16
Section 10.	Right of Access of Association	17
Section 11.	Landscaping	17
Section 12.	Common Element Maintenance	17
Section 13.	Co-owner Maintenance	17
Section 14.	Reserved Rights of Developer	18
ARTICLE VII	MORTGAGES	19
Section 1.	Notice to Association	19
Section 2.	Insurance	19
Section 3.	Notification of Meetings	19
ARTICLE VIII	VOTING	20
Section 1.	Vote	20
Section 2.	Eligibility to Vote	20
Section 3.	Designation of Voting Representative	20
Section 4.	Quorum	20
Section 5.	Voting	20
Section 6.	Majority	21
ARTICLE IX	MEETINGS	21
Section 1.	Place of Meeting	21
Section 2.	First Annual Meeting	21
Section 3.	Annual Meetings	21
Section 4.	Special Meetings	22
Section 5.	Notice of Meetings	22
Section 6.	Adjournment	22
Section 7.	Order of Business	22
Section 8.	Action Without Meeting	22
Section 9.	Consent of Absentees	23
Section 10.	Minutes; Presumption of Notice	23

ARTICLE X	ADVISORY COMMITTEE	23
ARTICLE XI	BOARD OF DIRECTORS	23
	Section 1. Number and Qualification of Directors	23
	Section 2. Election of Directors	24
	Section 3. Powers and Duties	25
	Section 4. Other Duties	26
	Section 5. Management Agent	26
	Section 6. Vacancies	27
	Section 7. Removal	27
	Section 8. First Meeting	27
	Section 9. Regular Meetings	27
	Section 10. Special Meetings	28
	Section 11. Waiver of Notice	28
	Section 12. Quorum	28
	Section 13. First Board of Directors	28
	Section 14. Fidelity Bonds	28
ARTICLE XII	OFFICERS	28
	Section 1. Officers	28
	Section 2. Election	29
	Section 3. Removal	29
	Section 4. Duties	29
ARTICLE XIII	SEAL	30
ARTICLE XIV	FINANCE	30
	Section 1. Records	30
	Section 2. Fiscal Year	30
	Section 3. Bank	30
ARTICLE XV	INDEMNIFICATION OF OFFICERS AND DIRECTORS	30
ARTICLE XVI	AMENDMENTS	31
	Section 1. Proposal	31
	Section 2. Meeting	31
	Section 3. Voting	31
	Section 4. By Developer	31
	Section 5. When Effective	31
	Section 6. Binding	32
ARTICLE XVII	COMPLIANCE	32
ARTICLE XVIII	DEFINITIONS	32
ARTICLE XIX	REMEDIES FOR DEFAULT	32
	Section 1. Legal Action	32
	Section 2. Recovery Costs	32
	Section 3. Removal and Abatement	32
	Section 4. Assessment of Fines	33
	Section 5. Non-waiver of Right	33
	Section 6. Cumulative Rights, Remedies and Privileges	33
	Section 7. Enforcement of Provisions of Condominium Documents	33

ARTICLE XX	ASSESSMENT OF FINES	33
Section 1.	General	33
Section 2.	Procedures	33
Section 3.	Amounts	34
Section 4.	Collection	34
Section 5.	Developer Exempt from Fines	34
ARTICLE XXI	RIGHTS RESERVED TO DEVELOPER	35
ARTICLE XXII	SEVERABILITY	35
CONDOMINIUM SUBDIVISION PLAN		
BREWER WOODS ASSOCIATION CERTIFICATE OF INCORPORATION		
BREWER WOODS ASSOCIATION ARTICLES OF INCORPORATION		
ESCROW AGREEMENT		
OPEN SPACE AGREEMENT FOR PLANNED UNIT RESIDENTIAL DEVELOPMENT		

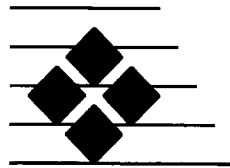
(9697)



Kramer-Triad
Management Group, L.L.C.

Ann Arbor • Bingham Farms • Farmington Hills • Rochester Hills • Troy • West Bloomfield • Naples, FL

ASSOCIATION BY-LAWS



Kramer-Triad
Management Group, L.L.C.

Ann Arbor • Bingham Farms • Farmington Hills • Rochester Hills • Troy • West Bloomfield • Naples, FL

MASTER DEED

3131 Professional Drive • Ann Arbor • Michigan • 48104

734-973-5500

800-794-9297

734-973-0001 (Fax)

MASTER DEED

STATE OF MICHIGAN
CALHOUN COUNTY
RECORDED

BREWER WOODS

6 SEP 94 1:06 P.M.

ANNE B. NORLANDER
CLERK REGISTER OF DEEDS

This Master Deed is made and executed on this 31 day of August, 1994 by Norfolk Development Corporation, a Michigan corporation, hereinafter referred to as "Developer", whose post office address is 6360 Jackson Road, Suite F, Ann Arbor, Michigan 48103, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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 herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Brewer Woods as a Condominium Project under the Act and does declare that Brewer Farms (hereinafter referred to as the "Condominium", "Project" 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 and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

LIBER 1766 PAGE 590

TITLE AND NATURE

The Condominium Project shall be known as Brewer Woods, Calhoun County Condominium Subdivision Plan No. 24. The engineering and architectural plans for the Project were approved by, and are on file with, the City of Marshall. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

1353.002-203-05

State of Michigan)
County of Calhoun)

SEP 6 1994

I hereby certify that there are no tax liens on titles held by the State on the lands described in the within instrument, and that there are no tax liens or titles held by individuals on said lands for the five years preceding the date of this instrument, as appears in my office. This certificate does not apply on taxes, if any, now in process of collection.

Ann Rosenbaum Petre
ANN ROSENBAUM PETRESEAN, Calhoun County Treasurer

ARTICLE II

LEGAL DESCRIPTION

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

The following described premises situated in the City of Marshall, County of Calhoun, and State of Michigan, to-wit:

A parcel of land in the Southwest $\frac{1}{4}$ of Section 24, T. 2 S., R. 6 W., City of Marshall, Calhoun County, Michigan, described as: Commencing at the West $\frac{1}{4}$ corner of said Section 24; thence S. $00^{\circ}06'18''$ W., 217.72 feet; thence the following four courses along the former South right-of-way line of North Drive (now amended with Brewer Farms, Calhoun County Condominium Subdivision Plan No. 23) S. $88^{\circ}54'45''$ E., 199.43 feet and 99.66 feet along the arc of a curve to the left, radius 699.76 feet, central angle of $08^{\circ}09'35''$, chord length 99.57 feet, chord bearing N. $87^{\circ}00'29''$ E. and 90.26 feet along the arc of a curve to the right, radius 633.76 feet, central angle of $08^{\circ}09'35''$, chord length 90.18 feet, chord bearing N. $87^{\circ}00'29''$ E. and S. $88^{\circ}54'45''$ E. 355.15 feet; thence due South 26.85 feet to the South line of North Drive as now established by said Condominium Subdivision Plan No. 23; thence S. $81^{\circ}33'47''$ W., 36.31 feet along said South line; thence due South 276.50 feet; thence S. $09^{\circ}05'26''$ W., 72.83 feet; thence 34.59 feet along the arc of a curve to the left, radius 20.00 feet, central angle $99^{\circ}05'26''$, chord length 30.44 feet, chord bearing S. $40^{\circ}27'17''$ E. to the point of beginning; thence due east 118.31 feet, thence 197.88 feet along the arc of a curve to the left, radius 555.00 feet, central angle $20^{\circ}25'41''$, chord length 196.83 feet, chord bearing N. $79^{\circ}47'10''$ E.; thence N. $04^{\circ}43'24''$ W., 161.62 feet; thence N. $04^{\circ}45'10''$ E., 75.31 feet; thence N. $01^{\circ}05'12''$ E., 127.32 feet to the South line of North Drive as established by said Condominium Subdivision Plan No. 23; thence along said South line S. $88^{\circ}54'18''$ E., 309.51 feet to the Northwest corner of Lot 15 of "Woodview Heights" as recorded in Liber 17, Page 46, Calhoun County Records; thence along the West line of said "Woodview Heights" S. $00^{\circ}11'15''$ W., 419.99 feet; thence N. $57^{\circ}23'22''$ W., 178.03 feet; thence 98.93 feet along the arc of a curve to the right, radius 175.00 feet, a central angle of $32^{\circ}23'22''$ and a chord length of 97.62 feet which bears S. $48^{\circ}48'19''$ W., thence S. $65^{\circ}00'00''$ W., 15.25 feet; thence 268.34 feet along the arc of a curve to the right, radius of 615.00 feet, a central angle of $25^{\circ}00'00''$ and a chord length of 266.22 feet which bears S. $77^{\circ}30'00''$ W., thence due West 118.31 feet; thence due North 60.00 feet to the point of beginning, containing 3.18 acres of land, more or less. Together with and subject to all easements and restrictions of record and all governmental limitations. Further subject to a certain Open Space Agreement for Planned Unit Residential Development recorded in the Calhoun County Records ("Open Space Agreement").

LIBER 1766 PAGE 591

ARTICLE III

DEFINITIONS

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

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

Section 2. Association. "Association" means the Brewer Woods Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

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

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

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Brewer Woods as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Brewer Woods as a Condominium Project established in conformity with the Act.

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

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Brewer Woods as a completed Condominium Project and shall reflect the entire land area in the Condominium that may be added to the Condominium from time to time under

Article VI hereof or withdrawn pursuant to Article VII, and all Units and Common Elements therein, as constructed, and which shall express, to the extent appropriate, percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Calhoun County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Calhoun County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 10. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential development within the area described for future expansion in Article VI hereby, whichever is longer.

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

Section 12. Developer. "Developer" means Norfolk Development Corporation, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

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

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

LIBER 1766 PAGE 593

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Brewer Woods, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof, including, the open space(s), roads (not dedicated to the public) and parking areas.

(b) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls and any common site lighting system and exterior fixtures, up to the point of connection with, but not including, electrical fixtures and outlet boxes within any Unit.

(c) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

(d) Gas. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures, but not including the fixture or shut off valve within any Unit.

(e) Water. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures, but not including the fixture, within any Unit. Also including, if installed, all sprinkling fixtures and connections and interior or exterior sprinkling system controls which are installed by the Developer or the Association.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

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

LIBER 1766 PAGE 594

(h) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(i) Construction. Foundations, supporting columns, Unit perimeter walls, roofs, ceilings, supporting beams, floor construction between Unit levels and chimneys.

(j) Porch and Patio Screening. The screening enclosing porches and patios.

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

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

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

(a) Porches and Yard Areas. Each porch and yard areas in the Project is restricted in use to the Co-owner of the Unit which opens into such porch or yard areas as shown on Exhibit B hereto.

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

(c) Air Conditioner Compressors. Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(d) Sidewalks and Driveways. Each sidewalk and driveway shall be limited in use to the Co-owners of Units served thereby.

(e) Garage Doors and Garage Door Openers. Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

LIBER 1766 PAGE 595

(f) Doors and Windows. Doors, windows and window screens shall be limited in use to the Co-owners of Units to which they are attached.

(g) Fireplace Combustion Chambers. Fireplace combustion chambers shall be limited in use to the Units served thereby, if any are installed.

(h) Interior Surfaces. The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

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

(a) Porches. The costs of maintenance, repair and replacement of each porch described in Article IV, Section 2(a) and the contents and attachments thereon, shall be borne by the Co-owner of the Unit which is serviced thereby; provided, however, the costs of maintenance, repair and replacement of the screening surrounding each individual porch shall be the responsibility of the Association.

(b) Yard Areas. The costs of maintenance, repair and replacement of Developer's standard specifications for landscaping in each yard area described in Article IV, Section 2(a) shall be borne by the Association so long as access to the yard areas by Association workers and equipment is not obstructed. All Co-owner installed improvements, including landscaping, shall be maintained by the Co-owner.

(c) Air Conditioner Compressors. The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same as described in Article IV, Section 2(c) above shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(d) Doors and Windows. The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(f) and the costs thereof shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period). Notwithstanding the foregoing, the Association shall undertake annual cleaning of the exterior of all glass but any additional cleanings will be the obligation of individual Co-owners.

(e) Sidewalks. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all

LIBER 1766 PAGE 596

sidewalks; provided, however, that the costs of maintenance, repair, replacement and snow removal with respect to sidewalks that differ in their specifications from Developer's standard specifications for sidewalks shall be borne by the Co-owner of the Unit to which it is respectively appurtenant.

(f) Patio. The costs of maintenance, repair and replacement of each patio described in Article IV, Section (b) above, including the screening surrounding the same, shall be borne by the Association.

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

(h) Utility Costs. All costs of electricity and natural gas flowing through the meters described in Article IV, Sections 1 (b) and (d) shall be borne by the Co-owner of the Unit serviced by such meters. The cost of installation, maintenance, repair and replacement of any private sprinkling system installed by a Co-owner with Association approval shall be borne by the Co-owner of the Unit serviced thereby.

(i) Garage Doors and Garage Door Openers. The costs of repair, replacement and maintenance of the garage doors and garage door openers shall be borne by the Co-owner of the Unit to which they service; provided, however, the materials and colors of garage doors must be previously approved by the Association and the Developer during the Construction and Sale Period.

(j) Fireplace Combustion Chambers. The Association shall be responsible for the repair and replacement of the fireplace combustion chambers referred to in Article IV, Section 2(g) and the costs thereof; the maintenance, however, and any costs thereof, of such fireplace combustion chambers shall be borne by the Co-owner of the Unit serviced thereby.

(k) Site Lighting. The cost of electricity for the exterior lighting fixtures attached to a Unit, including the garage, shall be metered by the individual electric meter of the Co-owner to whose Unit the same is respectively attached and shall be paid by such individual Co-owner without reimbursement therefor from the Association. All site lighting fixtures shall be maintained, repaired and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and

LIBER 1700 PAGE 577

shall remain lit at all times determined by the Association for lighting thereof. The cost of electricity for post lights and corresponding lighting fixtures shall be the responsibility of the Association.

(1) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above, including without limitation the areas identified as "General Comment Element open space" on the Exhibit B hereto, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

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

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Brewer Woods as prepared by Zeimet Wozniak & Associates, J. Bradley Moore & Associates Inc. and Carr & Associates, and attached hereto as Exhibit B. The architectural plans and specifications are on file with the City of Marshall. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

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

Section 3. Modification of Units; Convertible Areas. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit B, as it may be revised or amended from time to time, may be modified, in Developer's sole discretion, by conversion of any portion or portions of such Units and Common Elements lying within fifteen feet of the exterior perimeters of each Unit and its appurtenant Limited Common Elements. Such modifications may be implemented by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person.

LIBER 1766 PAGE 398

Any such modifications shall be reasonably compatible, in nature and extent, with other improvements within the Condominium. 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 unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other Documents necessary to effectuate the foregoing. The Developer's convertibility and modification rights hereunder shall be exercised by it within a period ending no later than six years from the date of recording this Master Deed. All improvements created within the "convertible area" shall be for residential purposes.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Brewer Woods and consisting of 11 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 65 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

A parcel of land in the Northwest $\frac{1}{4}$ of Section 24, Town 2 South Range 6 West, Marshall Township and the Southwest $\frac{1}{4}$ of Section 24, Town 2 South Range 6 West, City of Marshall, Calhoun County, Michigan, more particularly described as follows: Beginning at a point on the West line of said Section 24 distant South $00^{\circ}05'49''$ West, 2118.00 feet from the Northwest corner of said Section 24; thence South $88^{\circ}41'35''$ East parallel with the North line of said Section 24 at distance of 1331.27 feet (recorded as 1331.31 feet) to the East line of the West $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 24; thence South $00^{\circ}09'39''$ East along said East line 547.89 feet to the Northwest corner of the Plat of "Woodview Heights", as recorded in Liber 17 of Plats, on page 46, of Calhoun County Records; thence South $00^{\circ}11'15''$ West along the West line of said Plat 132.39 feet to the North Right-of-Way line of North Drive West; thence North $88^{\circ}54'18''$ West along said right-of-way (as now amended by the Brewer Farms, Calhoun County Subdivision Plan No. 23), 431.01 feet; thence North $80^{\circ}00'17''$ West, 226.53 feet along said right-of-way; thence South $82^{\circ}09'30''$ West, 225.44 feet along said right-of-way; thence South $89^{\circ}23'39''$ West, 455.88 feet along said right-of-way to the West line of said Section 24; thence North $00^{\circ}06'18''$ East along said West Section line, 151.72 feet to the West $\frac{1}{4}$ post of said

LIBER 1766 PAGE 599

Section 24; thence North 00°05'49" East along said West line of Section 24 a distance of 547.12 feet to the place of beginning.

Also commencing at the west $\frac{1}{4}$ post of said Section 24; thence South 00°06'18" West along the West Section line, 217.72 feet to the South Right of Way line of North Drive West; thence North 89°23'24" East along said right-of-way (as now amended by the Brewer Farms, Calhoun County, Subdivision Plan No. 23), 452.85 feet; thence South 79°17'24" East, 184.31 feet along said right-of-way; thence South 14°48'16" East, 39.69 feet along said right-of-way; thence North 90°00'00" East, 64.00 feet to the East Right of Way line of Pierce Drive to the Point of Beginning; thence North 00°00'00" East, 35.00 feet returning to the South Right-of-Way line of North Drive; thence North 81°33'47" East, 197.87 feet along said right-of-way; thence South 88°54'18" East, 119.91 feet along said right-of-way; thence South 01°05'12" West, 127.32 feet; thence South 04°45'10" West, 75.31 feet; thence South 04°43'24" East, 161.62 feet; thence 197.88 feet along a curve to the right having a central angle of 20°25'41" a radius of 555.00 feet and a long chord bearing South 79°47'10" West, 196.83 feet; thence North 90°00'00" West, 118.31 feet to the East Right of Way line of Pierce Drive; thence along said right-of-way, 34.59 feet along a curve to the right having a central angle of 99°05'26" a radius of 20.00 feet and a long chord bearing North 40°27'17" West, 30.44 feet; thence North 09°05'26" East, 72.83 feet along said right-of-way; thence North 00°00'00" East, 241.50 feet along said right-of-way to the place of beginning.

Also commencing at the West $\frac{1}{4}$ post of said Section 24; thence South 00°06'18" West along the West Section line, 217.72 feet to the South Right of Way line of North Drive West; thence North 89°23'24" East along said right-of-way (as now amended by the Brewer Farms, Calhoun County Subdivision Plan No. 23), 452.85 feet; thence South 79°17'24" East, 184.31 feet along said right-of-way; thence South 14°48'16" East, 39.69 feet along said right-of-way; thence North 90°00'00" East, 64.00 feet to the East Right of Way line of Pierce Drive; thence South 00°0'00" West, 241.50 feet along said right-of-way; thence South 09°05'26" West, 72.83 feet along said right-of-way; thence along said right-of-way, 34.59 feet along a curve to the left having a central angle of 99°05'26" a radius of 20.00 feet and a long chord bearing South 40°27'17" East, 30.44 feet; thence South 00°00'00" West, 60.00 feet; to the Point of Beginning; thence North 90°00'00" East, 118.31 feet; thence 268.34 feet along a curve to the left having a central angle of 25°00'00" a radius of 615.00 feet and a long chord

FILED 1188 PM 04

bearing North 77°30'00" East, 266.22 feet; thence North 65°00'00" East, 15.25 feet; thence 98.93 feet along a curve to the left having a central angle of 32°23'22" a radius of 175.00 feet and a long chord bearing North 48°48'19" East, 97.62 feet; thence South 57°23'22" East, 178.03 feet to the West line of Lot 15 of the Plat of "Woodview Heights" as recorded in Liber 17 of Plats, on page 46, of Calhoun County Records; thence South 00°11'15" West along the West line of said Plat 587.85 feet; thence North 88°59'54" West, 769.96 feet; thence North 00°06'18" East, 201.58 feet; thence South 89°49'31" East, 39.87 feet; thence North 58°00'57" East, 21.15 feet; thence North 25°17'14" East, 18.35 feet; thence North 58°00'57" East, 44.00 feet; thence North 31°59'03" West, 71.03 feet; thence North 67°10'57" East, 44.87 feet; thence North 29°52'43" East, 43.06 feet; thence North 22°49'03" West, 75.00 feet; thence North 67°10'47" East, 52.76 feet; thence North 00°00'00" East, 84.67 feet; thence North 90°00'00" East, 8.24 feet to the place of beginning.

except therefrom that portion of the described parcel included in the land described in Article II of this Master Deed, as such Article may from time to time be amended;

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

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

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

LIBER 1766 PAGE 601

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 11 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer buildings and/or Units than described above and to withdraw from the project all or some portion of the following described land, together with the Units located thereon:

A parcel of land in the Southwest $\frac{1}{4}$ of Section 24, Town 2 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as:

Commencing at the West $\frac{1}{4}$ corner of said Section 24; thence South $00^{\circ}06'18''$ West, 217.72 feet; thence the following four (4) courses along the former South right-of-way line of North Drive (now amended with the Brewer Farms, Calhoun County Condominium Subdivision Plan No. 23), South $88^{\circ}54'45''$ East, 199.43 feet and 99.66 feet along the arc of a curve to the left, radius 699.76 feet, central angle $08^{\circ}09'35''$, chord length 99.57 feet, chord bearing North $87^{\circ}00'29''$ East and 90.26 feet along the arc of a curve to the right, radius 633.76 feet, central angle $08^{\circ}09'35''$, chord length 90.18 feet, chord bearing North $87^{\circ}00'29''$ East and South $88^{\circ}54'45''$ East, 355.15 feet; thence due South 26.85 feet to the South line of North Drive as now established by said Condominium Subdivision Plan No. 23; thence South $81^{\circ}33'47''$ West 36.31 feet along said South line; thence due South 276.50 feet; thence South $09^{\circ}05'26''$ West, 72.83 feet; thence 34.59 feet along the arc of a curve to the left, radius 20.00 feet; central angle $99^{\circ}05'26''$, chord length 30.44 feet, chord bearing South $40^{\circ}27'17''$ East; thence due East 118.31 feet along the North line of proposed Chauncey Court, (proposed dedication); thence continuing along said line 197.88 feet along the arc of a curve to the left; radius 555.00 feet, central angle $20^{\circ}25'41''$, chord length 196.83 feet, chord bearing North $79^{\circ}47'10''$ East to the point of beginning; thence North $04^{\circ}43'24''$ West, 161.62 feet; thence North $04^{\circ}45'10''$ East, 75.31 feet; thence North $01^{\circ}05'12''$ East, 127.32 feet to the South line of North Drive as established by said Condominium Subdivision plan No. 23; thence along said Line South $88^{\circ}54'18''$ East, 169.51 feet; thence South $01^{\circ}05'42''$ West, 120.59 feet; thence 155.69 feet along the arc of a curve to the left, radius 60.00 feet, central angle $148^{\circ}40'15''$ chord length 115.54 feet, chord bearing South

LIBER 1766 PAGE 602

29°42'44" West; thence 50.75 feet along the arc of a curve to the right, radius 45.00 feet, central angle 64°37'23", chord length 48.11 feet, chord bearing South 12°18'42" East; thence South 19°59'57" West, 4.07 feet; thence 90.32 feet along the arc of a curve to the right, radius 115.00 feet, central angle 45°00'00", chord length 88.02 feet, chord bearing South 42°30'00" West; thence South 65°00'00" West, 15.25 feet; thence 44.28 feet along the arc of a curve to the right, radius of 555.00 feet, central angle 04°34'17", chord length 44.27 feet, chord bearing South 67°17'09" West to the point of beginning containing 1.03 acres, more or less.

(hereinafter referred to as "Contractible Area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of buildings and/or Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of buildings be less than two and the number of Units be less than five.

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

ARTICLE VIII

OPERATIVE PROVISIONS

Any expansion, contraction or conversion in the project pursuant to Article V, Section 4, Article VI and Article VII above shall be governed by the provisions as set forth below.

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

LIBER 1766 PAGE 603

be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

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

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the City of Marshall. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 4. Consolidating Master Deed. A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article V, Section 4, Article VI and Article VII above and to any proportionate reallocation of percentages of value of existing Units, to the extent appropriate, which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE IX

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities.

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

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements. The Developer plans to continue to improve and develop additional land located in the vicinity of Brewer Woods which land shall be within 1/2 mile of the land described in Article II above ("Contiguous Land"). Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be added to the Project as reserved in Article VI or any portion or portions thereof and the Contiguous Land, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VI and the Contiguous Land. In order to achieve the purposes of this Article and of Article VI of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Article VI and the Contiguous Land by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance.

All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred

1766 / 605
LIBER 1766 PAGE 605

to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Article VI and the Contiguous Land whose closest means of access to a public road is over such road or roads. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed dwelling Units on the land described in Article VI and the Contiguous Land not lying within the Condominium whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Brewer Woods, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Calhoun County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

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

Article VI which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI not located within the Condominium which benefit from such mains. Provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service dwellings outside the Condominium Premises.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers 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 Calhoun 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 any of the foregoing grants of easement or transfers of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. 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 any implication of

LIBER 1766 PAGE 607

limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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

Section 6. Storm Sewer Drainage System. Throughout the Condominium as a General Common Element is a storm water drainage system which is depicted on the Condominium Subdivision Plan attached hereto as Exhibit B. It shall be

the obligation of the Association to repair, maintain and clean the storm water drainage system and to perform related activities from time to time as may be necessary to assure the continued operation of the storm water drainage system. In the event the Association fails to provide adequate maintenance of the storm water drainage system, the City of Marshall may serve written notice of such failure upon the Association. Such notice shall set forth the deficiencies demanded by the City to be cured and state a reasonable period of time within which such deficiencies are to be cured. If such deficiencies are not cured or satisfied, the City may undertake such maintenance and the costs therefor may be assessed against the Owners and collected by placing such costs and fee on the tax roll and treating it as a delinquent tax payment. Penalties and interest may also be assessed. This Section 6 shall not be amended without the prior approval of the City of Marshall.

Section 7. Median and Traffic Islands. Located within North Drive, Pierce Street, and Chauncey Court rights-of-way are landscaped medians and traffic islands. It shall be the obligation of the Association to maintain these areas. In the event the Association fails to provide adequate maintenance of these areas, the City of Marshall may serve written notice of such failure upon the Association. Such notice shall set forth the deficiencies demanded by the City to be cured and state a reasonable period of time within which such deficiencies are to be cured. If such deficiencies are not cured or satisfied, the City may undertake such maintenance and the costs therefor may be assessed against the Owners and collected by placing such costs and fee on the tax roll and treating it as a delinquent tax payment. Penalties and interest may also be assessed. To the extent other parcels are developed adjoining North Drive and Pierce Street, the Association's obligation as set forth in this Section 7 with respect to the North Drive and Pierce Street island shall be proportionately allocated among any other such development(s). This Section 7 shall not be amended without the prior approval of the City of Marshall.

Section 8. Open Space Agreement. The Association shall be subject to the obligation to maintain certain lands within the Condominium and adjacent to the Condominium, to the extent such lands in the future are incorporated in the Condominium as is reserved in Article VI above, as open space areas in accordance with the terms of the Open Space Agreement.

Section 9. Emergency Vehicle Access Easement. There shall exist for the benefit of the City of Marshall or any emergency service agency, an easement over the emergency driveway depicted on Exhibit B hereto for use by the City and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

LIBER 1766 PAGE 609

ARTICLE X

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

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

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

Section 3. By Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

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

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

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other document without the written consent of the Developer.

ARTICLE XI

LIBER 1766 PAGE 610

ASSIGNMENT

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

WITNESSES:

NORFOLK DEVELOPMENT CORPORATION, a Michigan corporation

Brenda L. Leonard
BRENDA L. LEONARD
Kelley A. Buko
KELLEY A. BUKO

By: [Signature]
James A. Franke, President

STATE OF MICHIGAN)
COUNTY OF Washtenaw) SS.

On this 1st day of September, 1994, the foregoing Master Deed was acknowledged before me by James A. Franke, President of Norfolk Development Corporation, a Michigan corporation, on behalf of the corporation.

BRENDA L. LEONARD
Notary Public, Lenawee County, MI
My Commission Expires Nov. 28, 1994
Acting in Washtenaw County, MI

Brenda L. Leonard
Notary Public, Washtenaw County, MI
My commission expires: Nov. 28, 1994

Master Deed drafted by and when recorded return to:
C. Kim Shierk of
Dykema Gossett PLLC
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48304

(CKS8343)

LIBER 1766 PAGE 611

BREWER WOODS

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in 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 the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting

LINER 1766 PAGE 612

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 regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the 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 determine, 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 \$5,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, 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 4 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 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 needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$5,000.00 for

the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, 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 2(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 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is in number for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

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 Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. 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. An automatic late charge not exceeding \$25 per installment per month may be added to each installment in default for five or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to the Association by waiver of

LINER 1766 PAGE 614

the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges and fines by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws which fines may be in addition to automatic late charges previously established. All of these remedies shall be cumulative and not alternative.

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

4
LIBER 1766 PAGE 615

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Coowner(s) at his or their last 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 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 (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in 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 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 6. Liability of Mortgages. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. During the period up to the time of the First Annual Meeting of Members held in accordance with provisions of Article IX, Section 2 hereof, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment (except with respect to occupied units that it owns). Developer, however, shall during the

LIBER 1766 PAGE 616

period up to the First Annual Meeting of Members pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, until after said First Annual Meeting of Members, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it. Developer shall, however, maintain at its own expense any incomplete Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Further, Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the City of Marshall of Calhoun County.

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. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1960, as amended, shall be subject to Section 132 of the Act.

Section 11. 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 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing 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 sale thereof prior to all claims except real property taxes and first mortgages of record.

LINER 1766 PAGE 617

ARTICLE III

ARBITRATION

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

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

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

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

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisers the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and ~~and~~, (as referred

LINER 1766 PAGE 618

to in subsection (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

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

LIBER 1766 PAGE 619

(c) Premium Expenses. All premiums upon 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 bank account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

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

(a) Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

LIBER 1766 PAGE 620

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

Section 3. Co-owner Responsibility for Repair.

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

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

Section 4. Association Responsibility for Repair. Except as otherwise provided in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after 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 replace 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 costs 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 cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

LIBER 1766 PAGE 621

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

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

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

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

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

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

LIBER 1766 PAGE 622

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC or FNMA, 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 or FNMA exceeds \$1,000.

Section 8. Priority of Mortgages Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium 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 shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth in subsection (b) below, when leasing to individuals that hold a binding Purchase Agreement for a Unit in the Condominium and are waiting to close and move into the Unit.

LIBER 1766 PAGE 623

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

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

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

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

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

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the

LITER 1766 PAGE 624

Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including, without limitation, exterior painting or the erection of antennas, lights, aerials, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; providing, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

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

Section 5. Pets. Household pets shall be permitted to be maintained on the Premises. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of

LINEN 1766 PAGE 025

the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the Common Elements. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

Section 6. **Anaesthetics.** The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any Unit shall be made of or lined with material which is white or off-white in color. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii)

LITER 1766 PAGE 626

such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof. Washing of vehicles which are owned by a Co-owner or those residing with that Co-owner shall be permitted by these Bylaws in the driveways, provided the Association shall have the right to establish reasonable rules and regulations for such washing, including the time and manner thereof.

Section 7. Vehicles. No vehicles with advertisement, house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Garage doors shall remain closed at all times except for purposes of ingress and egress. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Co-owners shall park at least one of their vehicles in the garage parking space within his/her Unit and shall park no more than one vehicle outside of the Co-owner's garage without the prior written approval of the Association. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. Overnight guest parking shall be limited to no more than two cars without advance written approval of the Association. Overnight parking on any street in the Condominium shall be regulated by the City of Marshall. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations.

LINER 1766 PAGE 627

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

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association, in which case the Co-owner making the request shall bear the expense of any additional maintenance that may be incurred by the Association.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, and parking areas, shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

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

LIBER 1766 PAGE 628

Section 14. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained in the Condominium Documents or elsewhere, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. It may continue to do so during the entire Construction and Sales Period and may continue to do so even after the conclusion of the Construction and Sales Period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within two miles from the perimeter of the Project. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the Project.

LIBER 1766 PAGE 629

(c) Enforcement of Condominium Documents. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential and recreational community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association or any Co-owner fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws and the other Condominium Documents throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws or the other Condominium Documents.

(d) Developer's Right to Maintain Signs. The Developer reserves the right, until the termination of the Project, to maintain a sign on the Condominium Premises that reflects the name of the Project and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the Project. The Developer is obliged to maintain any such sign throughout the life of the Project.

ARTICLE VII

MORTGAGES

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

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

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

ARTICLE VIII

VOTING

Section 1. Vote. 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 has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns and for which it is paying a regular Association maintenance assessment.

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

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

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

LIDER 1766 PAGE 631

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

ARTICLE IX

MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units that may be created in Brewer Woods, determined with reference to the recorded Consolidating Master Deed, have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the second Tuesday of April each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

LIBER 1766 PAGE 632

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

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address 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 the Association shall be deemed due notice.

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

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

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

required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members and shall continue to be so comprised unless enlarged to five members in accordance with the provisions of Section 2 hereof. All Directors must be members of the Association or

LIBER 1766 PAGE 634

officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board may be increased in size from three persons to five persons, as the Developer, in its discretion, may elect. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The terms of office shall be two years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, one of the Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that Co-owners may elect the required Director. Upon certification by the Co-owners to the Developer of the Director so selected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer's pleasure.

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

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

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the

LINER 1766 PAGE 635

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 (i). Application of this subsection does not require a change in the size of the Board of Directors.

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

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

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

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

LITER 1766 PAGE 636

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

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

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

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

(d) To rebuild improvements after casualty.

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

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

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

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

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections

3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of 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 Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

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

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 20 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 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 on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

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

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

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

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

ARTICLE XII

OFFICERS

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

LINER 1766 PAGE 639

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

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

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

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

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

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

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.

LINER 1766 PAGE 640

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

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

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed

LINER 1766 PAGE 641

upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except as otherwise prohibited by law; 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 Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

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

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

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee, including, without limitation, amendments either altering or confirming the size of the Board of Directors as provided in Article XI, Section 2.

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

LINER 1766 PAGE 642

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

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

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

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' 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 attorneys' 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, Limited or General, or into any Unit, where

LITER 1766 PAGE 643

reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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

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

ARTICLE XX

ASSESSMENT OF FINES

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

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

LINER 1766 PAGE 644

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

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) Default. Failure to respond to the Notice of Violation constitutes a default.

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

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

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

(b) Second Violation. Twenty-Five Dollars (\$25.00) fine.

(c) Third Violation. Fifty Dollars (\$50.00) fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Dollars (\$100.00) fine.

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

Section 5. Developer Exempt From Fines. The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be remitted solely to its other legal remedies for redress of such alleged violations.

LIBER 1766 PAGE 645

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

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

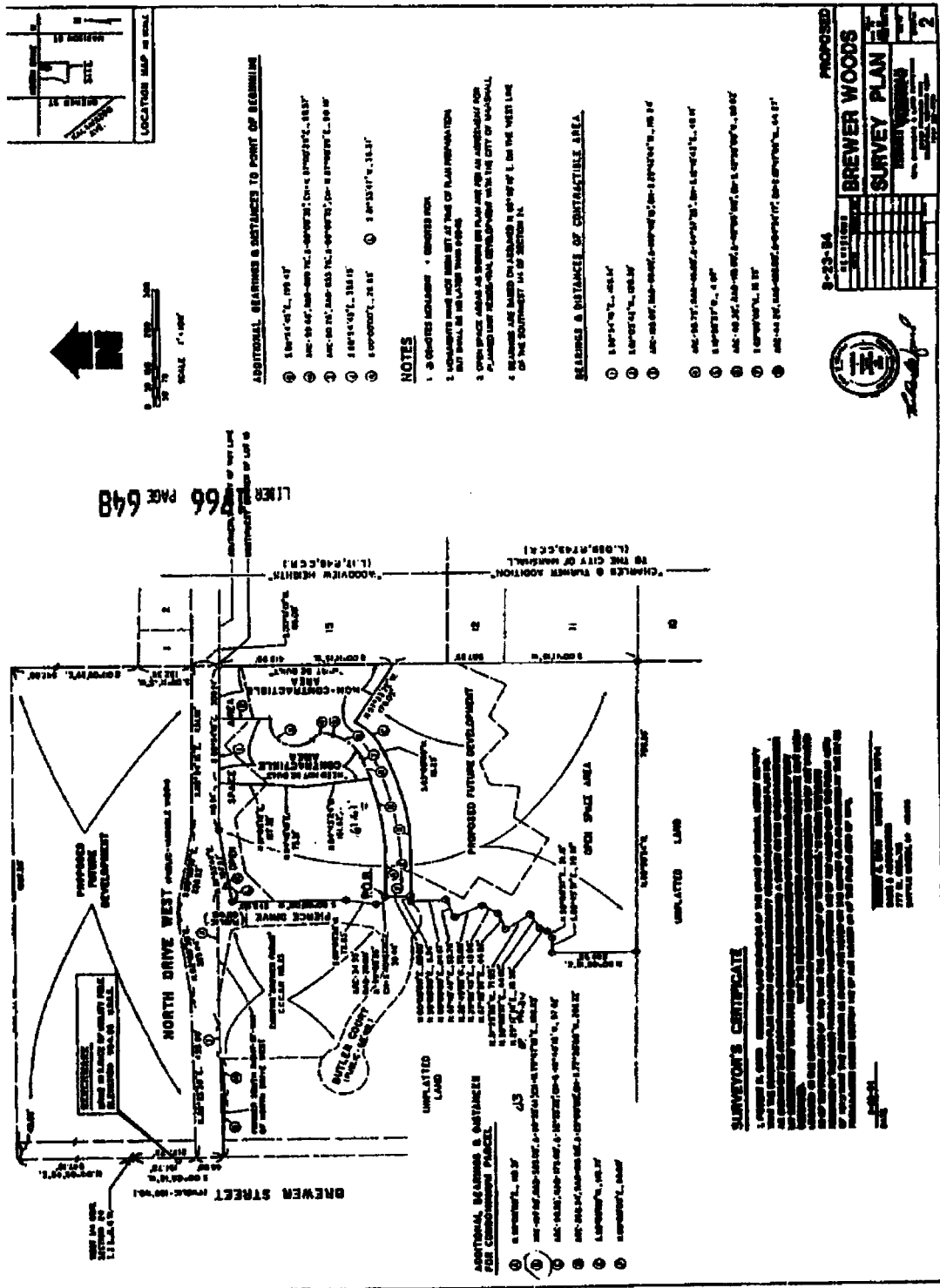
ARTICLE XXII

SEVERABILITY

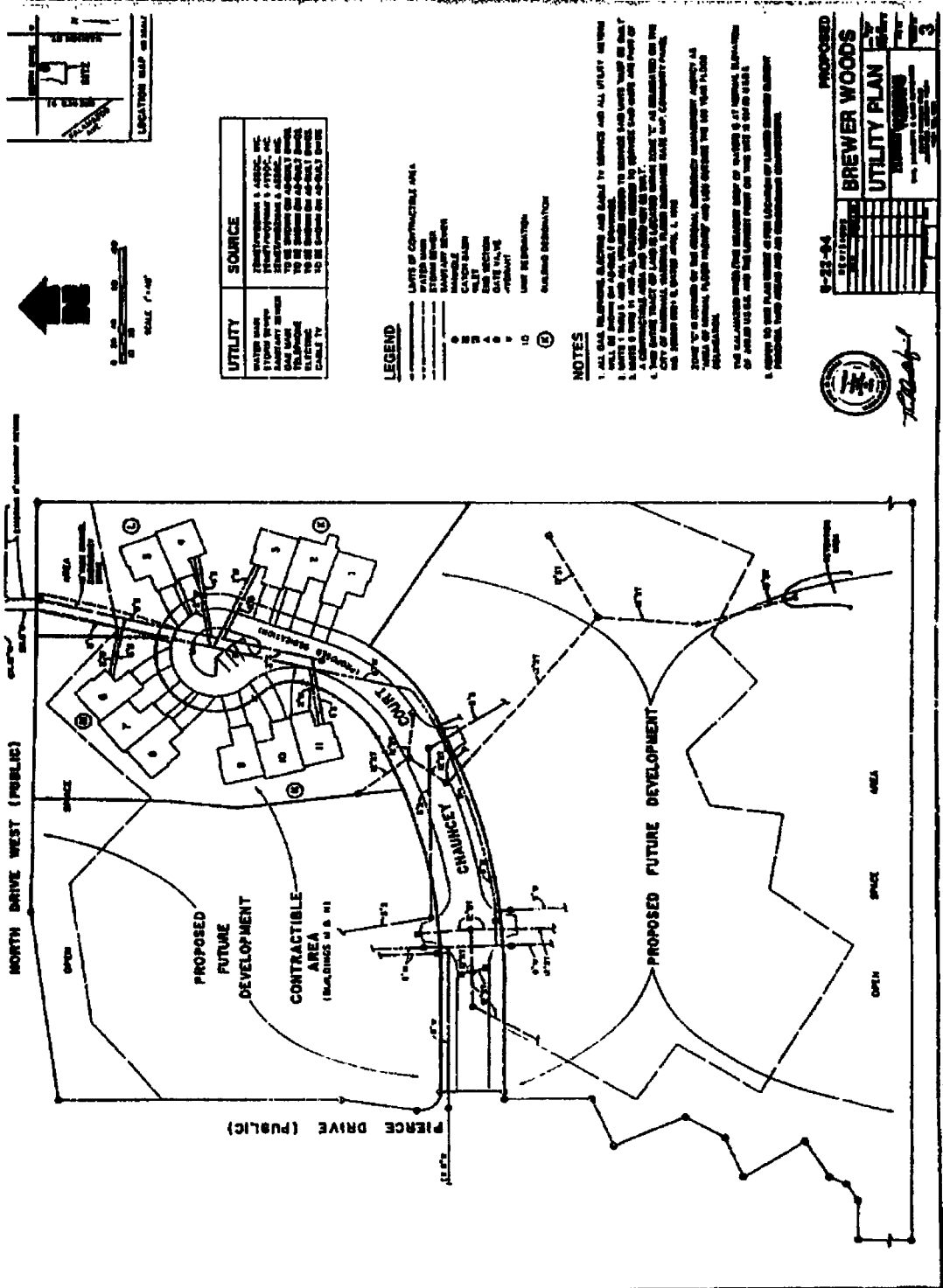
In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions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

(8344CK8)

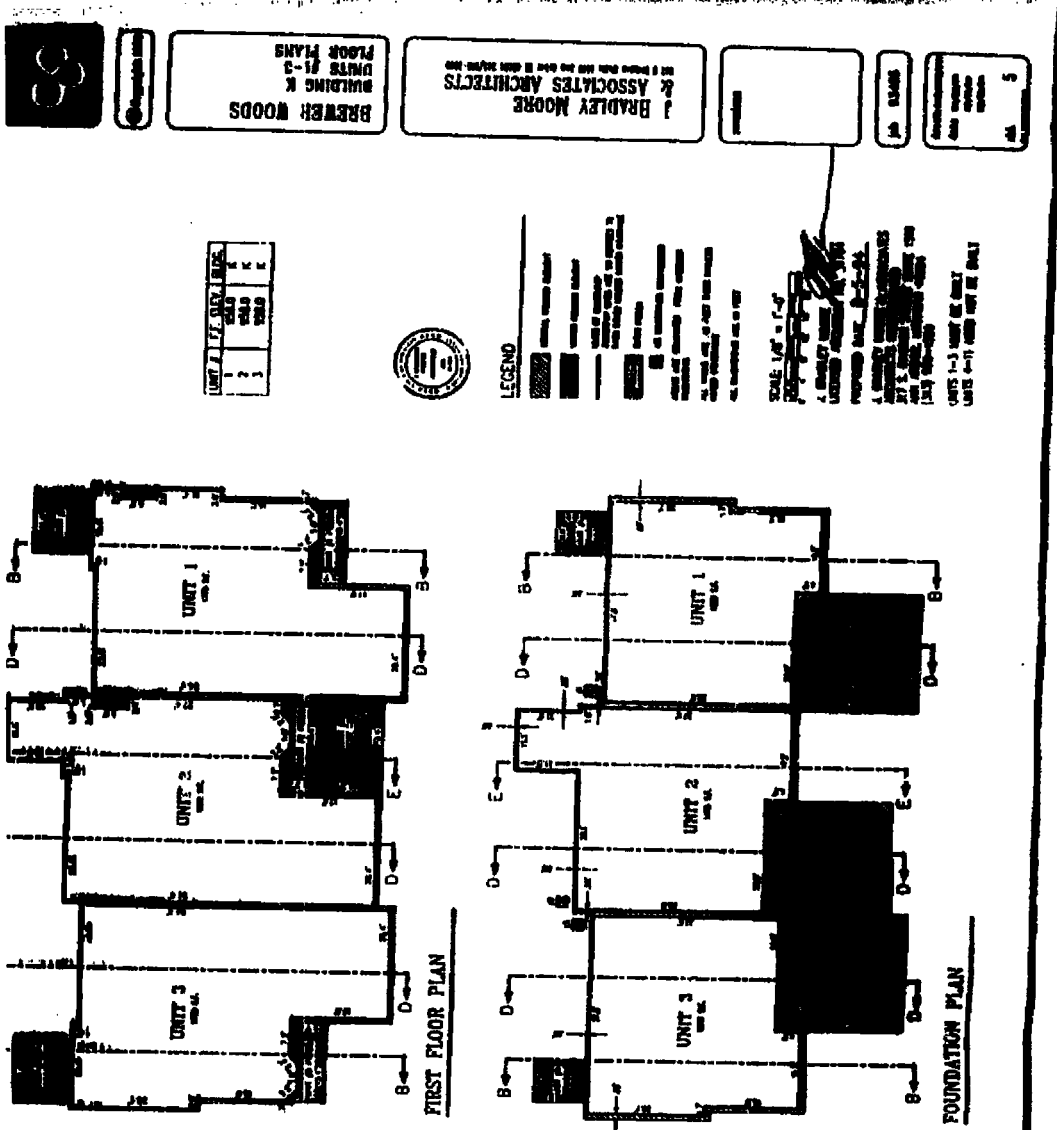
LIER 1766 PAGE 646



LINER 17666 PAGE 648

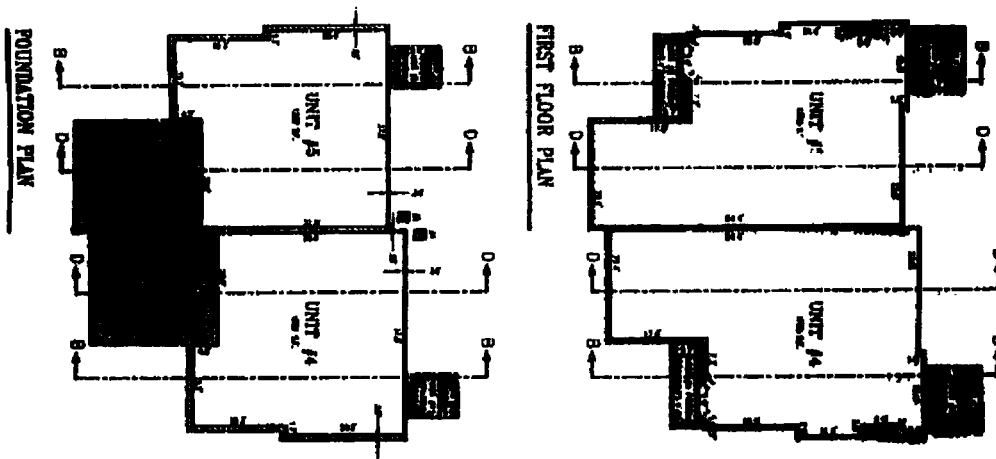


LIER 1766 PAGE 649



LITER 1766 PAGE 651

LINER 1766 PAGE 652.



LEGEND

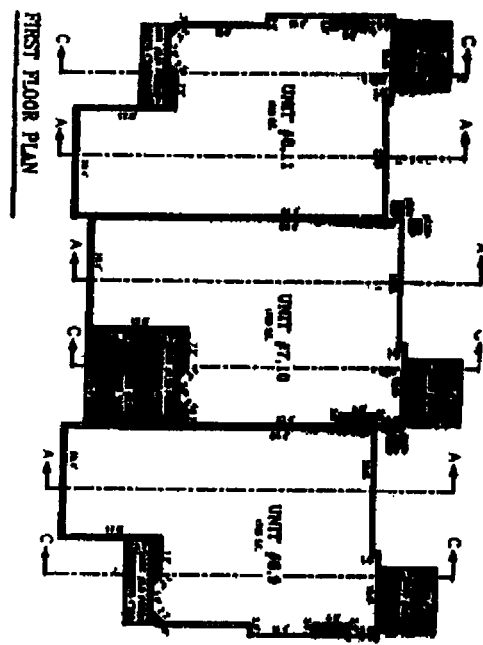
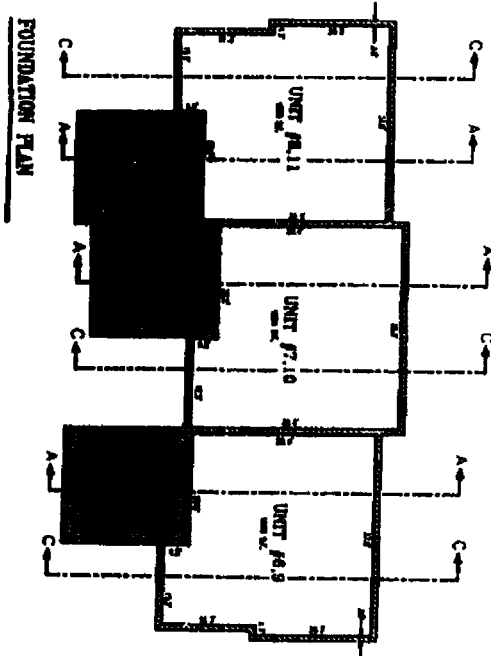
[Symbol] 1. SHARED WALLS OF UNITS
 [Symbol] 2. SHARED WALLS OF UNITS
 [Symbol] 3. SHARED WALLS OF UNITS
 [Symbol] 4. SHARED WALLS OF UNITS
 [Symbol] 5. SHARED WALLS OF UNITS
 [Symbol] 6. SHARED WALLS OF UNITS
 [Symbol] 7. SHARED WALLS OF UNITS
 [Symbol] 8. SHARED WALLS OF UNITS
 [Symbol] 9. SHARED WALLS OF UNITS
 [Symbol] 10. SHARED WALLS OF UNITS
 [Symbol] 11. SHARED WALLS OF UNITS
 [Symbol] 12. SHARED WALLS OF UNITS
 [Symbol] 13. SHARED WALLS OF UNITS
 [Symbol] 14. SHARED WALLS OF UNITS
 [Symbol] 15. SHARED WALLS OF UNITS
 [Symbol] 16. SHARED WALLS OF UNITS
 [Symbol] 17. SHARED WALLS OF UNITS
 [Symbol] 18. SHARED WALLS OF UNITS
 [Symbol] 19. SHARED WALLS OF UNITS
 [Symbol] 20. SHARED WALLS OF UNITS
 [Symbol] 21. SHARED WALLS OF UNITS
 [Symbol] 22. SHARED WALLS OF UNITS
 [Symbol] 23. SHARED WALLS OF UNITS
 [Symbol] 24. SHARED WALLS OF UNITS
 [Symbol] 25. SHARED WALLS OF UNITS
 [Symbol] 26. SHARED WALLS OF UNITS
 [Symbol] 27. SHARED WALLS OF UNITS
 [Symbol] 28. SHARED WALLS OF UNITS
 [Symbol] 29. SHARED WALLS OF UNITS
 [Symbol] 30. SHARED WALLS OF UNITS
 [Symbol] 31. SHARED WALLS OF UNITS
 [Symbol] 32. SHARED WALLS OF UNITS
 [Symbol] 33. SHARED WALLS OF UNITS
 [Symbol] 34. SHARED WALLS OF UNITS
 [Symbol] 35. SHARED WALLS OF UNITS
 [Symbol] 36. SHARED WALLS OF UNITS
 [Symbol] 37. SHARED WALLS OF UNITS
 [Symbol] 38. SHARED WALLS OF UNITS
 [Symbol] 39. SHARED WALLS OF UNITS
 [Symbol] 40. SHARED WALLS OF UNITS
 [Symbol] 41. SHARED WALLS OF UNITS
 [Symbol] 42. SHARED WALLS OF UNITS
 [Symbol] 43. SHARED WALLS OF UNITS
 [Symbol] 44. SHARED WALLS OF UNITS
 [Symbol] 45. SHARED WALLS OF UNITS
 [Symbol] 46. SHARED WALLS OF UNITS
 [Symbol] 47. SHARED WALLS OF UNITS
 [Symbol] 48. SHARED WALLS OF UNITS
 [Symbol] 49. SHARED WALLS OF UNITS
 [Symbol] 50. SHARED WALLS OF UNITS
 [Symbol] 51. SHARED WALLS OF UNITS
 [Symbol] 52. SHARED WALLS OF UNITS
 [Symbol] 53. SHARED WALLS OF UNITS
 [Symbol] 54. SHARED WALLS OF UNITS
 [Symbol] 55. SHARED WALLS OF UNITS
 [Symbol] 56. SHARED WALLS OF UNITS
 [Symbol] 57. SHARED WALLS OF UNITS
 [Symbol] 58. SHARED WALLS OF UNITS
 [Symbol] 59. SHARED WALLS OF UNITS
 [Symbol] 60. SHARED WALLS OF UNITS
 [Symbol] 61. SHARED WALLS OF UNITS
 [Symbol] 62. SHARED WALLS OF UNITS
 [Symbol] 63. SHARED WALLS OF UNITS
 [Symbol] 64. SHARED WALLS OF UNITS
 [Symbol] 65. SHARED WALLS OF UNITS
 [Symbol] 66. SHARED WALLS OF UNITS
 [Symbol] 67. SHARED WALLS OF UNITS
 [Symbol] 68. SHARED WALLS OF UNITS
 [Symbol] 69. SHARED WALLS OF UNITS
 [Symbol] 70. SHARED WALLS OF UNITS
 [Symbol] 71. SHARED WALLS OF UNITS
 [Symbol] 72. SHARED WALLS OF UNITS
 [Symbol] 73. SHARED WALLS OF UNITS
 [Symbol] 74. SHARED WALLS OF UNITS
 [Symbol] 75. SHARED WALLS OF UNITS
 [Symbol] 76. SHARED WALLS OF UNITS
 [Symbol] 77. SHARED WALLS OF UNITS
 [Symbol] 78. SHARED WALLS OF UNITS
 [Symbol] 79. SHARED WALLS OF UNITS
 [Symbol] 80. SHARED WALLS OF UNITS
 [Symbol] 81. SHARED WALLS OF UNITS
 [Symbol] 82. SHARED WALLS OF UNITS
 [Symbol] 83. SHARED WALLS OF UNITS
 [Symbol] 84. SHARED WALLS OF UNITS
 [Symbol] 85. SHARED WALLS OF UNITS
 [Symbol] 86. SHARED WALLS OF UNITS
 [Symbol] 87. SHARED WALLS OF UNITS
 [Symbol] 88. SHARED WALLS OF UNITS
 [Symbol] 89. SHARED WALLS OF UNITS
 [Symbol] 90. SHARED WALLS OF UNITS
 [Symbol] 91. SHARED WALLS OF UNITS
 [Symbol] 92. SHARED WALLS OF UNITS
 [Symbol] 93. SHARED WALLS OF UNITS
 [Symbol] 94. SHARED WALLS OF UNITS
 [Symbol] 95. SHARED WALLS OF UNITS
 [Symbol] 96. SHARED WALLS OF UNITS
 [Symbol] 97. SHARED WALLS OF UNITS
 [Symbol] 98. SHARED WALLS OF UNITS
 [Symbol] 99. SHARED WALLS OF UNITS
 [Symbol] 100. SHARED WALLS OF UNITS



UNIT J4	UNIT J5
UNIT J6	UNIT J7
UNIT J8	UNIT J9
UNIT J10	UNIT J11
UNIT J12	UNIT J13
UNIT J14	UNIT J15
UNIT J16	UNIT J17
UNIT J18	UNIT J19
UNIT J20	UNIT J21
UNIT J22	UNIT J23
UNIT J24	UNIT J25
UNIT J26	UNIT J27
UNIT J28	UNIT J29
UNIT J30	UNIT J31
UNIT J32	UNIT J33
UNIT J34	UNIT J35
UNIT J36	UNIT J37
UNIT J38	UNIT J39
UNIT J40	UNIT J41
UNIT J42	UNIT J43
UNIT J44	UNIT J45
UNIT J46	UNIT J47
UNIT J48	UNIT J49
UNIT J50	UNIT J51
UNIT J52	UNIT J53
UNIT J54	UNIT J55
UNIT J56	UNIT J57
UNIT J58	UNIT J59
UNIT J60	UNIT J61
UNIT J62	UNIT J63
UNIT J64	UNIT J65
UNIT J66	UNIT J67
UNIT J68	UNIT J69
UNIT J70	UNIT J71
UNIT J72	UNIT J73
UNIT J74	UNIT J75
UNIT J76	UNIT J77
UNIT J78	UNIT J79
UNIT J80	UNIT J81
UNIT J82	UNIT J83
UNIT J84	UNIT J85
UNIT J86	UNIT J87
UNIT J88	UNIT J89
UNIT J90	UNIT J91
UNIT J92	UNIT J93
UNIT J94	UNIT J95
UNIT J96	UNIT J97
UNIT J98	UNIT J99
UNIT J100	UNIT J101

		J BRADLEY MOORE & ASSOCIATES ARCHITECTS 1000 N. Zeeb Road, Suite 100, Grand Haven, MI 49424 Tel: 616.841.1111 Fax: 616.841.1112	BREWER WOODS BUILDING L UNITS 4.0 FLOOR PLANS		
--	--	--	---	--	--

LIDER 1766 PAGE 653



LEGEND

1. UNIT #6.9, #7.10, #8.11

2. UNIT #6.9, #7.10, #8.11

3. UNIT #6.9, #7.10, #8.11

4. UNIT #6.9, #7.10, #8.11

5. UNIT #6.9, #7.10, #8.11

6. UNIT #6.9, #7.10, #8.11

7. UNIT #6.9, #7.10, #8.11

8. UNIT #6.9, #7.10, #8.11

9. UNIT #6.9, #7.10, #8.11

10. UNIT #6.9, #7.10, #8.11

11. UNIT #6.9, #7.10, #8.11

12. UNIT #6.9, #7.10, #8.11

13. UNIT #6.9, #7.10, #8.11

14. UNIT #6.9, #7.10, #8.11

15. UNIT #6.9, #7.10, #8.11

16. UNIT #6.9, #7.10, #8.11

17. UNIT #6.9, #7.10, #8.11

18. UNIT #6.9, #7.10, #8.11

19. UNIT #6.9, #7.10, #8.11

20. UNIT #6.9, #7.10, #8.11



NO.	DATE	BY	DESCRIPTION
1	11/11/11	JBM	ISSUED FOR PERMIT
2	11/11/11	JBM	ISSUED FOR PERMIT
3	11/11/11	JBM	ISSUED FOR PERMIT
4	11/11/11	JBM	ISSUED FOR PERMIT
5	11/11/11	JBM	ISSUED FOR PERMIT
6	11/11/11	JBM	ISSUED FOR PERMIT
7	11/11/11	JBM	ISSUED FOR PERMIT
8	11/11/11	JBM	ISSUED FOR PERMIT
9	11/11/11	JBM	ISSUED FOR PERMIT
10	11/11/11	JBM	ISSUED FOR PERMIT

DATE: 11/11/11

BY: JBM

DESCRIPTION: ISSUED FOR PERMIT

DATE: 11/11/11

BY: JBM

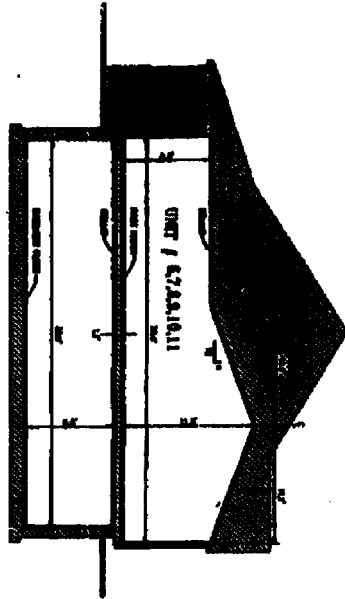
DESCRIPTION: ISSUED FOR PERMIT

J BRADLEY MOORE
& ASSOCIATES ARCHITECTS
111 S. State Street, Suite 1000, Detroit, Michigan 48226

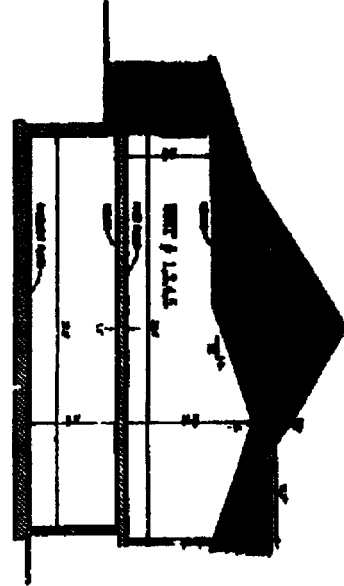
BREWER WOODS
 BUILDING M.N
 UNITS #6-11
 FLOOR PLANS

LINER 1766 PAGE 654

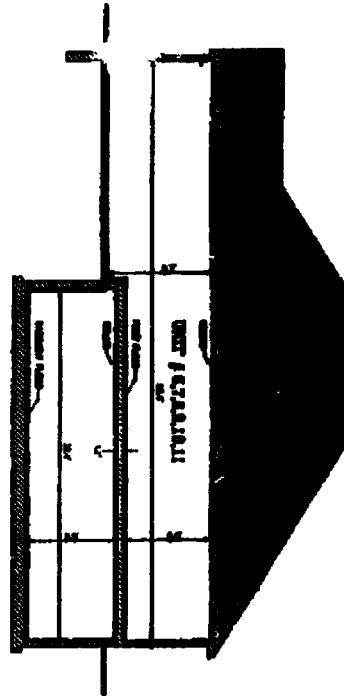
SECTION C



SECTION B



SECTION A



LEGEND

1. EXTERIOR FINISH
2. INTERIOR FINISH
3. ROOF FINISH
4. STRUCTURE
5. MECHANICAL
6. ELECTRICAL
7. PLUMBING
8. PAINT
9. GLASS
10. METAL
11. WOOD
12. CONCRETE
13. BRICK
14. BLOCK
15. STONE
16. TILE
17. CARPET
18. FLOORING
19. CEILING
20. WALL
21. DOOR
22. WINDOW
23. PARTITION
24. STAIR
25. ELEVATOR
26. RAMP
27. CURB
28. DRIVEWAY
29. PAVEMENT
30. ASPHALT
31. GRAVEL
32. SAND
33. SOIL
34. ROCK
35. GROUND

SCALE: 1/8" = 1'-0"

DATE: 10/1/14

PROJECT: 1766

1. EXTERIOR FINISH
2. INTERIOR FINISH
3. ROOF FINISH
4. STRUCTURE
5. MECHANICAL
6. ELECTRICAL
7. PLUMBING
8. PAINT
9. GLASS
10. METAL
11. WOOD
12. CONCRETE
13. BRICK
14. BLOCK
15. STONE
16. TILE
17. CARPET
18. FLOORING
19. CEILING
20. WALL
21. DOOR
22. WINDOW
23. PARTITION
24. STAIR
25. ELEVATOR
26. RAMP
27. CURB
28. DRIVEWAY
29. PAVEMENT
30. ASPHALT
31. GRAVEL
32. SAND
33. SOIL
34. ROCK
35. GROUND



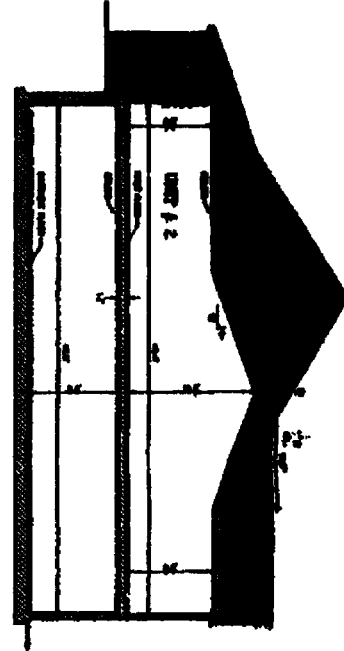
J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 100 S. State St. Ste. 1000 Ann Arbor, MI 48106-1000
 (734) 769-1000

BREWER WOODS
 SECTIONS

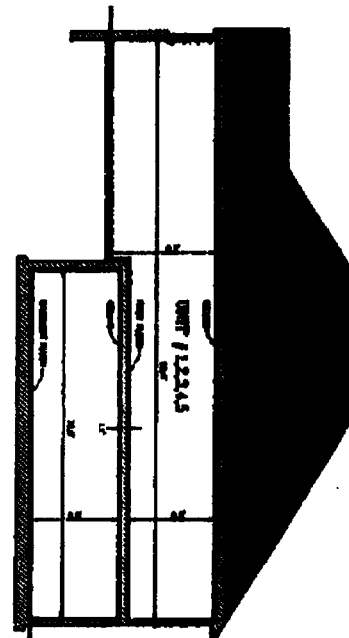


LIBER 1766 PAGE 655

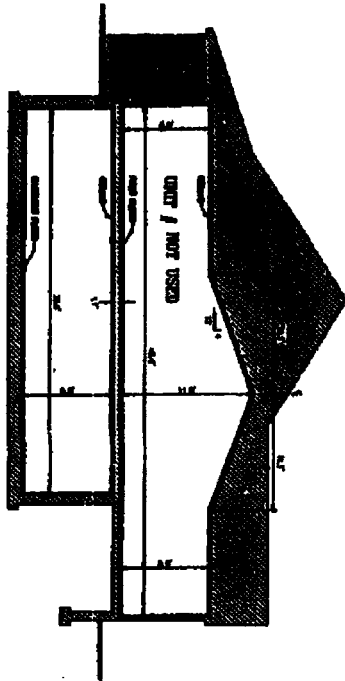
SECTION E



SECTION D



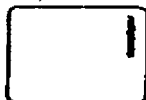
SECTION F



LEGEND



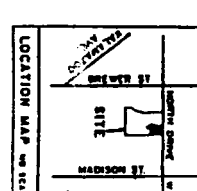
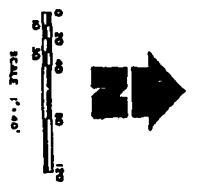
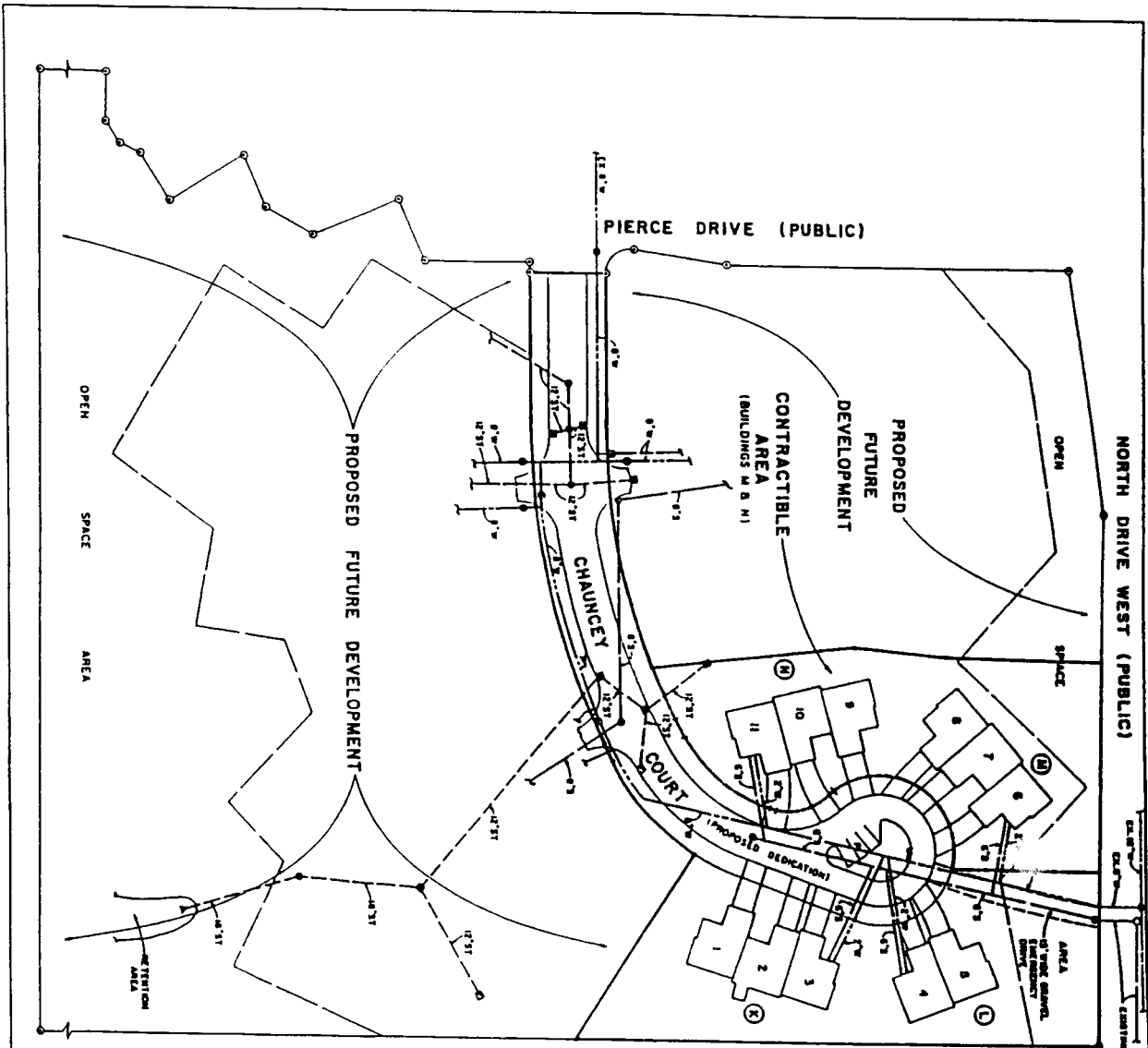
1. SHADING INDICATES MATERIALS TO BE USED IN THE PROPOSED WORK. (S-1, S-2)
 2. SHADING INDICATES MATERIALS TO BE REMOVED OR REPAIRED. (S-3, S-4)
 3. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-5, S-6)
 4. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-7, S-8)
 5. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-9, S-10)
 6. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-11, S-12)
 7. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-13, S-14)
 8. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-15, S-16)
 9. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-17, S-18)
 10. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-19, S-20)
 11. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-21, S-22)
 12. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-23, S-24)
 13. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-25, S-26)
 14. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-27, S-28)
 15. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-29, S-30)
 16. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-31, S-32)
 17. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-33, S-34)
 18. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-35, S-36)
 19. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-37, S-38)
 20. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-39, S-40)
 21. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-41, S-42)
 22. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-43, S-44)
 23. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-45, S-46)
 24. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-47, S-48)
 25. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-49, S-50)
 26. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-51, S-52)
 27. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-53, S-54)
 28. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-55, S-56)
 29. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-57, S-58)
 30. SHADING INDICATES MATERIALS TO BE REPAIRED. (S-59, S-60)



J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 101 S. Franklin Street, Suite 1000, Detroit, MI 48226-4200

BREWER WOODS
 SECTIONS





UTILITY	SOURCE
WATER MAIN	ISSM/T/WOODRUE & ASSOC., INC.
SEWER MAIN	ISSM/T/WOODRUE & ASSOC., INC.
STORM SEWER	ISSM/T/WOODRUE & ASSOC., INC.
SAWYER SEWER	ISSM/T/WOODRUE & ASSOC., INC.
DATE MAIN	ISSM/T/WOODRUE & ASSOC., INC.
ELECTRIC	ISSM/T/WOODRUE & ASSOC., INC.
CABLE TV	ISSM/T/WOODRUE & ASSOC., INC.

LEGEND	DESCRIPTION
(---)	LIMITS OF CONTRACTIBLE AREA
(---)	WATER MAIN
(---)	SEWER MAIN
(---)	STORM SEWER
(---)	SAWYER SEWER
(---)	MANHOLE
(---)	CATCH BASIN
(---)	WELT
(---)	END SECTION
(---)	DATE VALVE
(---)	HYDRANT
(---)	UNIT DESIGNATION
(---)	BOUNDARY DESIGNATION

NOTES

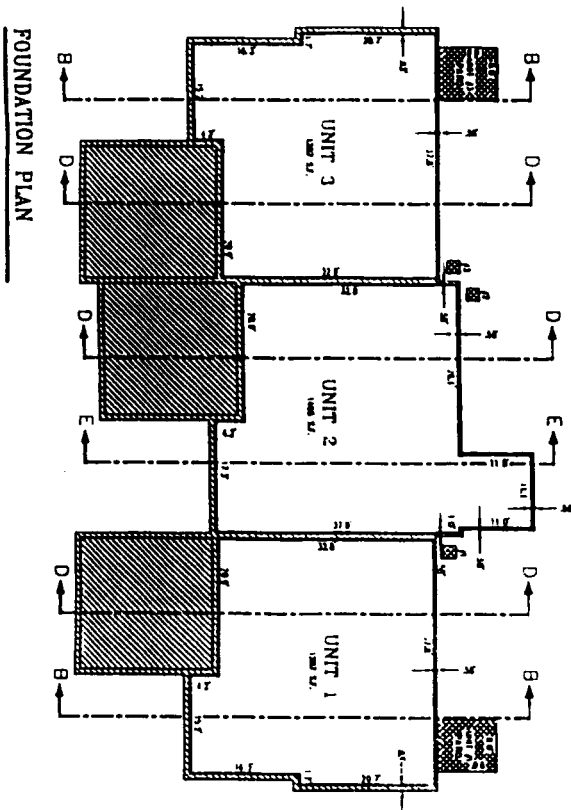
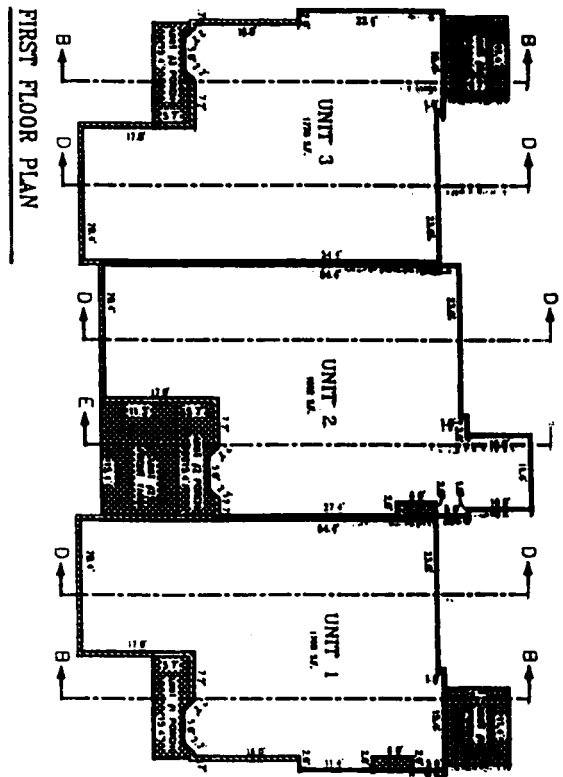
1. ALL GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE AND ALL UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
2. LIMITS 1 THRU 5 AND ALL UTILITIES REFERRED TO SERVICE SAID LIMITS MUST BE SHOWN ON AS-BUILT DRAWINGS.
3. LIMITS 6 THRU 11 AND ALL UTILITIES REFERRED TO SERVICE SAID LIMITS MUST BE SHOWN ON AS-BUILT DRAWINGS.
4. THE EXISTING TRACT OF LAND IS LOCATED WITHIN ZONE "C" AS ORIGINATED ON THE CITY OF MINNEAPOLIS NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 180003 AND IS DATED APRIL 1, 1982.
5. ZONE "C" IS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS AN AREA OF UNUSUAL FLOOD HAZARD AND LIES OUTSIDE THE 100 YEAR FLOOD ELEVATION.
6. THE ELEVATION GIVEN IN THE NEAREST BODY OF WATER IS AT NORMAL ELEVATION OF 169.88 USGL AND THE LOWEST POINT ON THIS SITE IS 83.00 USGL.
7. REFER TO SITE PLAN (SHEET 4) FOR LOCATION OF LARGEST COMMON ELEMENT PORCHES, YARD AREAS AND AIR CONDITIONING COMPRESSORS.

PROPOSED BREWER WOODS UTILITY PLAN

HEMPT VOLLING

8-23-94

3



UNIT #	F.T. ELEV. BLOC.
1	958.0
2	958.0
3	958.0



LEGEND

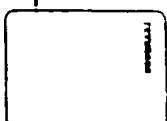
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT OF CONSTRUCTION IN OBJECTS TO WHICH OWNER TAKES OTHER OBLIGATION
- UNIT FLOOR
- ALL COMMONS COMPASS
- AREAS NOT COVERED FROM INTERIOR ENCLOSURE
- ALL UNITS ARE 11 FEET HIGH UNLESS NOTED OTHERWISE
- ALL COMMONS ARE 11 FEET

SCALE 1/8" = 1'-0"

J. BRADLEY MOORE
 LICENSED ARCHITECT NO. 31784
 PROPOSED DATE: 8-5-94

J. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS INCORPORATED
 317 S. DIVISION STREET SUITE 1510
 ANN ARBOR, MICHIGAN 48104
 (313) 930-1500
 UNITS 1-3 MUST BE BUILT
 UNITS 4-11 NEED NOT BE BUILT

Job 93405
 Date 8/5/94
 5

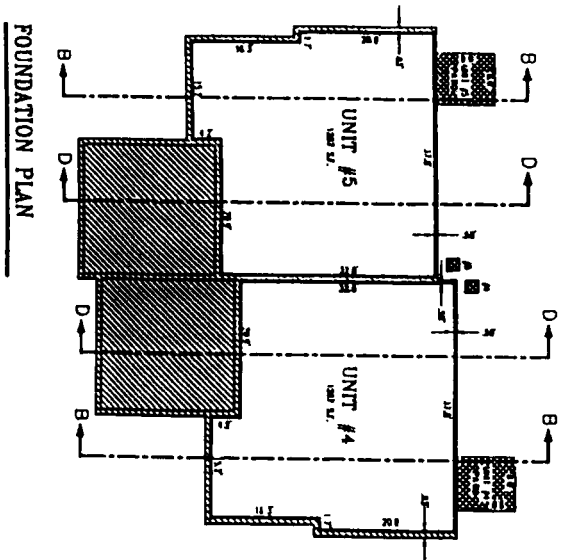
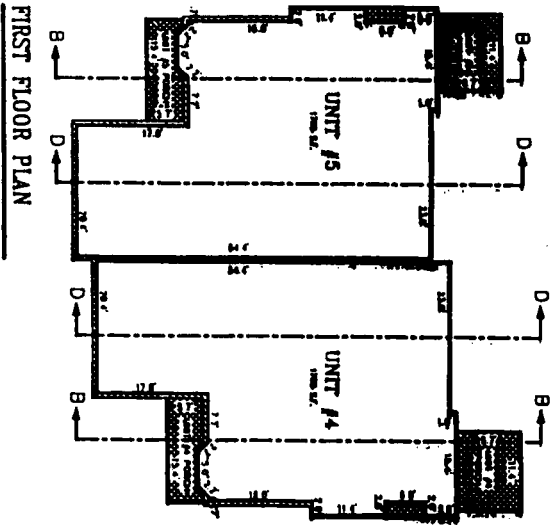


J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S Division Pkwy 1510 Ann Arbor MI 48104 313/930-1500

BREWER WOODS
 BUILDING K
 UNITS #1-3
 FLOOR PLANS

© Copyright 1994





UNIT #	FF. ELEV.	BLOC.
4	964.0	1
5	967.0	1



LEGEND

- CONCRETE COMMON ELEMENT
- UNITS COMMON ELEMENT
- UNITS OF CONSTRUCTION TO BE SHOWN IN LATER DRAWINGS (SEE NOTES ON SHEET 1)
- ALL DIMENSIONS ARE IN FEET
- ALL DIMENSIONS ARE IN FEET
- ALL DIMENSIONS ARE IN FEET

SCALE: 1/8" = 1'-0"
 L. BRADLEY MOORE ARCHT.
 LICENSED ARCHT. NO. 31784
 PROPOSED DATE: 8-5-94
 L. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS
 317 S. DUNDAS STREET SUITE 1510
 AARV. AMHERST, MICHIGAN 48104
 (313) 930-1500
 UNITS 1-3 MUST BE BUILT
 UNITS 4-7 NEED NOT BE BUILT

DATE: 8/5/94
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

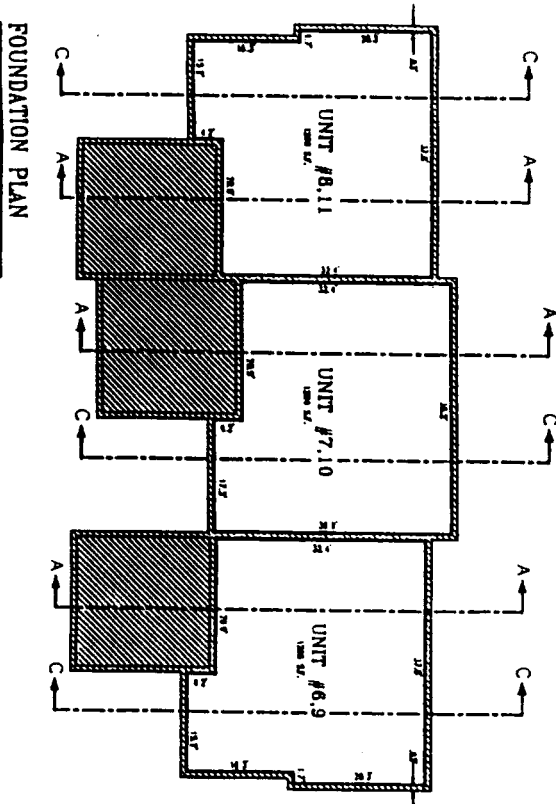
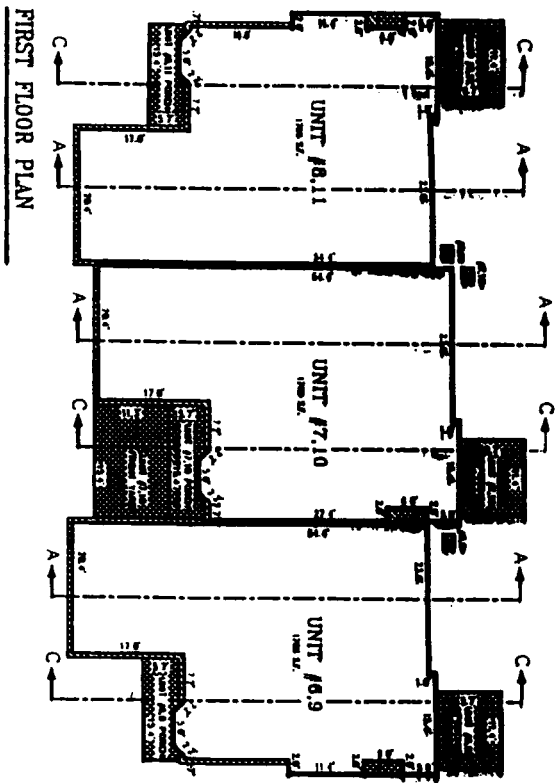
JOB: 93-05

TITLE: [Blank]

J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. DUNDAS STREET SUITE 1510 AMHERST, MICHIGAN 48104 (313) 930-1500

BREWER WOODS
 BUILDING 1
 UNITS #4,5
 FLOOR PLANS





UNIT #	FF. ELEV.	B.Q.C.
6	961.5	M
7	961.5	M
8	959.0	N
9	959.0	N
10	959.0	N
11	959.0	N



LEGEND

- EXISTING CONCRETE FOUNDATION
 - EXISTING CONCRETE SLAB
 - UNIT #7 ADDITIONS
 - UNIT #7 REMOVALS
 - ALL CHANGING CONNECTIONS
 - METALS AND CONNECTIONS FROM PREVIOUS DRAWINGS
 - ALL WALLS ARE 1/2" THICK CONCRETE BLOCK OR BRICK
 - ALL DIMENSIONS ARE IN FEET
- SCALE: 1/8" = 1'-0"
- DATE: 8-5-94
- PROPOSED DATE: 8-5-94
- J. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS
 317 S. GUNNEN STREET SUITE 1510
 ANN ARBOR MICHIGAN 48104
 (313) 930-1500
- UNITS 1-3 MUST BE BUILT
 UNITS 4-11 NEED NOT BE BUILT

DATE: 8/5/94
 DRAWN BY: JBM
 CHECKED BY: JBM
 JOB: 93403

JOB: 93403

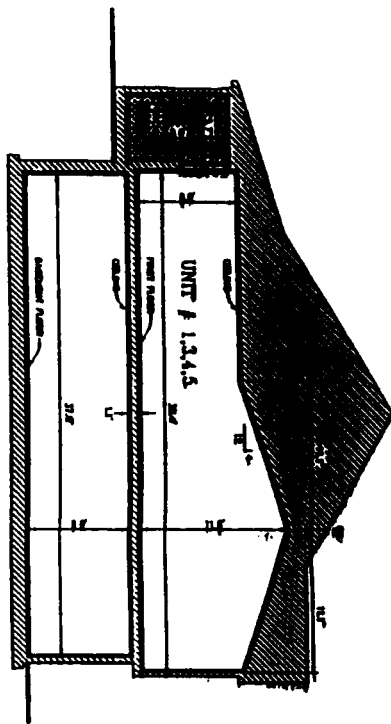
PREPARED BY: JBM

J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. GUNNEN SUITE 1510 ANN ARBOR MI 48104 313/930-1500

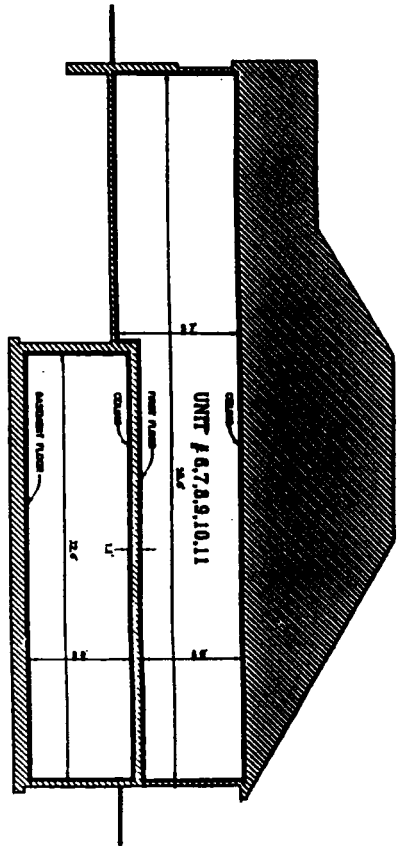
BREWER WOODS
 BUILDING M.N
 UNITS #6-11
 FLOOR PLANS

Copyright 1994

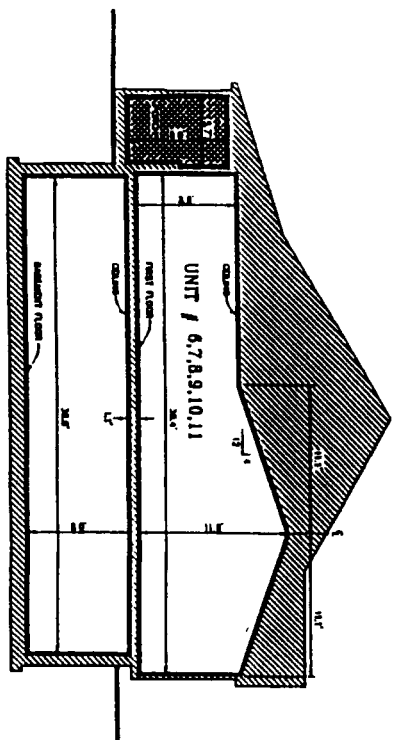




SECTION B



SECTION A



SECTION C



LEGEND

- GENERAL CONCRETE SLAB/ROOF
- LANDSCAPE PLANTING
- UNIT # 1,2,4,5
- UNIT # 6,7,8,9,10,11
- UNIT # 6,7,8,9,10,11

ALL DIMENSIONS ARE IN FEET
 UNITS 1-3 MUST BE BUILT
 UNITS 4-11 NEED NOT BE BUILT

SCALE: 1/4" = 1'-0"
 J. BRADLEY MOORE
 LICENSED ARCHITECT NO. 31784
 PROPOSED DATE: 8-5-94

J. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS INCORPORATED
 317 S. DIVISION STREET SUITE 1510
 ANN ARBOR, MICHIGAN 48104
 (313) 930-1500

DATE: 8-5-94

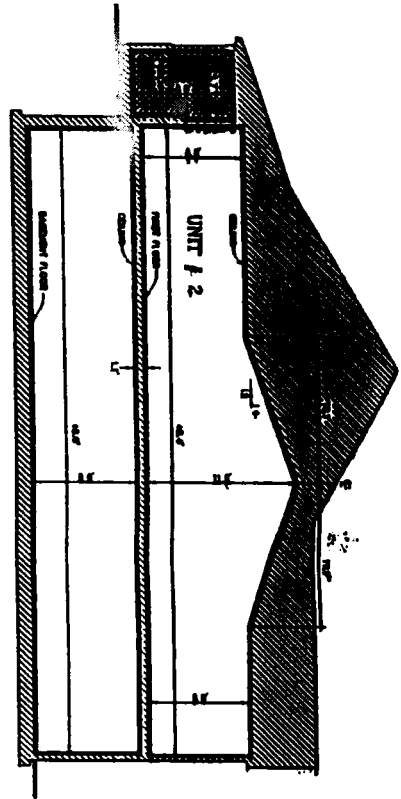
JOB: 93405

PROJECT: _____

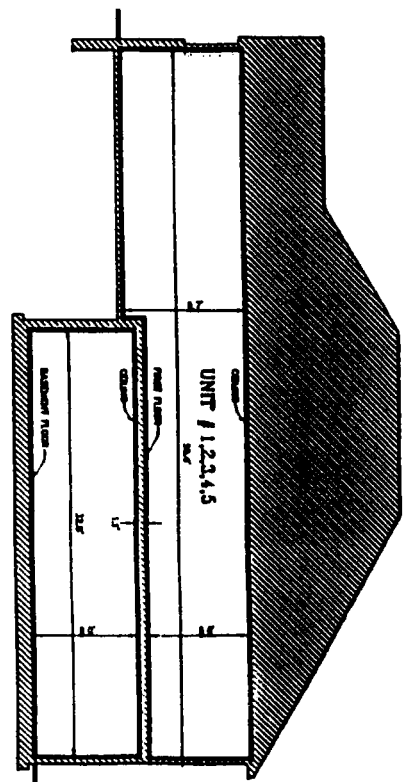
J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. DIVISION STREET SUITE 1510 ANN ARBOR MI 48104 313/930-1500

BREWER WOODS
 SECTIONS

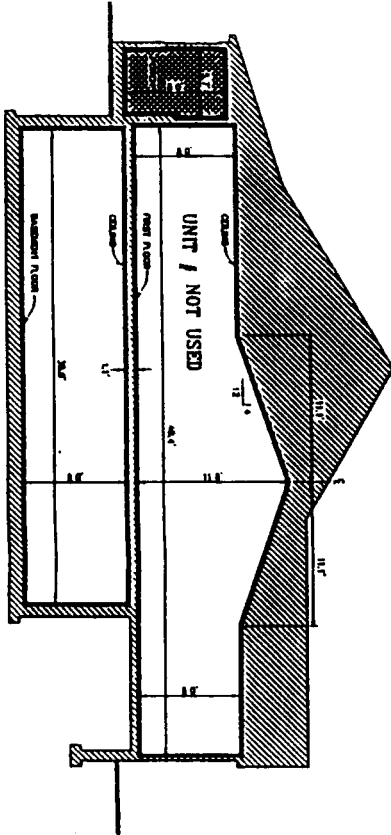




SECTION E



SECTION D



SECTION F



LEGEND

- CONCRETE COLUMN (SHOWN)
- UNITS (CONCRETE SLAB)
- LIMITS OF CONSTRUCTION (LIMITS ARE IN SUBJECT TO LOCAL ORDINANCES UNLESS OTHERWISE INDICATED)
- UNIT FLOOR

ALL DIMENSIONS ARE IN FEET
 UNITS ARE CONSTRUCTED FROM 8" THICK CONCRETE
 ALL WALLS ARE 4" THICK UNLESS NOTED OTHERWISE

SCALE 1/4" = 1'-0"

J. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS
 317 S. LINDSON STREET, SUITE 1510
 ANN ARBOR, MICHIGAN 48104
 (313) 930-1500
 UNITS 1-3 MUST BE BUILT
 UNITS 4-5 NEED NOT BE BUILT

DATE: 08/27/94
 SHEET: 9

JOB: 93-005

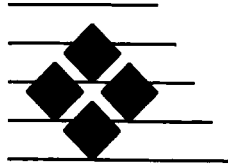
PREPARED BY: [Signature]

J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. LINDSON ST. SUITE 1510 ANN ARBOR MI 48104 313/930-1500

BREWER WOODS
 SECTIONS

Copyright 1994





Kramer-Triad
Management Group, L.L.C.

Ann Arbor • Bingham Farms • Farmington Hills • Rochester Hills • Troy • West Bloomfield • Naples, FL

**FIRST AMENDMENT TO
MASTER DEED**

FIRST AMENDMENT TO MASTER DEED OF
BREWER WOODS

17 APR 95 1:19 P.M.

ANNE B. NORLANDER
CLERK - REGISTER OF DEEDS

Norfolk Development Corporation, a Michigan corporation, whose address is 6360 Jackson Road, Suite F, Ann Arbor, Michigan 48103, being the Developer of Brewer Woods, a Condominium Project established pursuant to the Master Deed thereof, recorded on September 6, 1994, in Liber 1766, Pages 590 through 655, Calhoun County Records, and known as Calhoun County Condominium Subdivision Plan No. 24, hereby amends the Master Deed of Brewer Woods pursuant to Article VI thereof for the purpose of enlarging the Project from 11 Units to 23 Units. Upon the recording of this Amendment in the office of the Calhoun County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

A parcel of land in the Southwest 1/4 of Section 24, T2S - R6W, City of Marshall, Calhoun County, Michigan, more particularly described as follows:

Commencing at the west 1/4 post of said Section 24; thence S 00°06'18" W along the West Section line, 217.72 feet; thence the following four courses along the former South Right of Way line of North Drive West (now amended by the Brewer Farms, Calhoun County Subdivision Plan No. 23), S 88°54'45" E, 199.43 feet; thence 99.66 feet along the arc of a curve to the left having a central angle of 08°09'35" a radius of 699.76 feet and a long chord bearing N 87°00'29" E, 99.57 feet; thence 90.26 feet along the arc of a curve to the right having a central angle of 08°09'35" a radius of 633.76 feet and a long chord bearing N 87°00'29" E, 90.18 feet; thence S 88°54'45" E, 355.15 feet; thence due South 26.85 feet to the south line of North Drive West as now established by said Condominium Subdivision Plan No. 23; thence S 81°33'47" W, 36.31 feet along said south line to the East Right of Way line of Pierce Drive; thence S 00°00'00" W, 276.50 feet along said east line; thence S 09°05'26" W, 72.83 feet along said right-of-way; thence along said right-of-way, 34.59 feet along a curve to

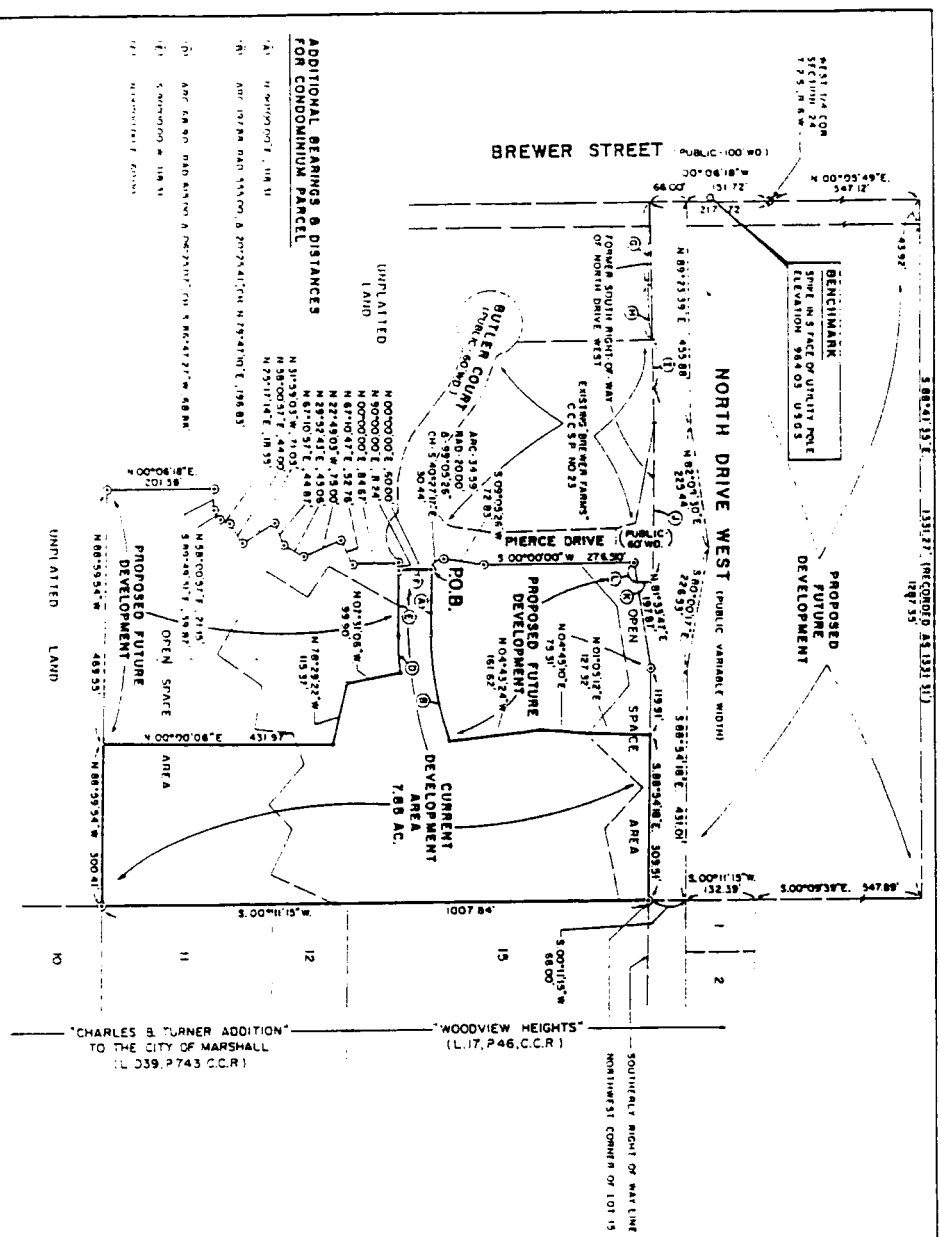
Master plan # 26

the left having a central angle of 99°05'26" a radius of 20.00 feet and a long chord bearing S 40°27'17" E, 30.44 feet; thence S 00°00'00" W, 60.00 feet; thence N 90°00'00" E, 118.31 feet; thence 68.90 feet along a curve to the left having a central angle of 06°25'07" a radius of 615.00 feet and a long chord bearing N 86°47'27" E, 68.86 feet; to the Point of Beginning; thence 199.45 feet along a curve to the left having a central angle of 18°34'53" a radius of 615.00 feet and a long chord bearing N 74°17'26" E, 198.58 feet; thence N 65°00'00" E, 15.25 feet; thence 98.93 feet along a curve to the left having a central angle of 32°23'22" a radius of 175.00 feet and a long chord bearing N 48°48'19" E, 97.62 feet; thence S 57°23'22" E, 178.03 feet to the West line of Lot 15 of the Plat of "Woodview Heights" as recorded in Liber 17 of Plats, on page 46 of Calhoun County Records; thence along the West line of said Plat and in part, the west line of "Charles B. Turner addition" to the City of Marshall, as recorded in Liber D-39, Page 743, Calhoun County Records, S 00°11'15" W, 587.85 feet; thence N 88°59'54" W, 300.41 feet; thence N 00°00'06" E, 431.97 feet; thence N 78°29'22" W, 115.37; thence N 07°31'06" W, 99.90 feet to the point of beginning.

2. Amended Sheets 1 through 9 of the Condominium Subdivision Plan of Brewer Woods as attached hereto, shall replace and supersede Sheets 1 through 9 of the Condominium Subdivision Plan of Brewer Woods as originally recorded, and the originally recorded Sheets 1 through 9 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

3. Sheets 10 and 11 of the Condominium Subdivision Plan of Brewer Woods, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Brewer Woods, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Brewer Woods, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.



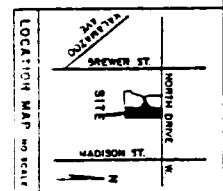
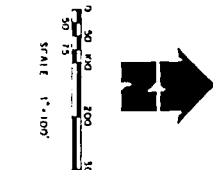
ADDITIONAL BEARINGS & DISTANCES FOR CONDOMINIUM PARCEL

- 1. N 87°00'00\"/>
- 2. N 87°00'00\"/>
- 3. N 87°00'00\"/>
- 4. N 87°00'00\"/>
- 5. N 87°00'00\"/>
- 6. N 87°00'00\"/>
- 7. N 87°00'00\"/>
- 8. N 87°00'00\"/>
- 9. N 87°00'00\"/>
- 10. N 87°00'00\"/>
- 11. N 87°00'00\"/>
- 12. N 87°00'00\"/>
- 13. N 87°00'00\"/>
- 14. N 87°00'00\"/>
- 15. N 87°00'00\"/>
- 16. N 87°00'00\"/>
- 17. N 87°00'00\"/>
- 18. N 87°00'00\"/>
- 19. N 87°00'00\"/>
- 20. N 87°00'00\"/>
- 21. N 87°00'00\"/>
- 22. N 87°00'00\"/>
- 23. N 87°00'00\"/>
- 24. N 87°00'00\"/>
- 25. N 87°00'00\"/>
- 26. N 87°00'00\"/>
- 27. N 87°00'00\"/>
- 28. N 87°00'00\"/>
- 29. N 87°00'00\"/>
- 30. N 87°00'00\"/>
- 31. N 87°00'00\"/>
- 32. N 87°00'00\"/>
- 33. N 87°00'00\"/>
- 34. N 87°00'00\"/>
- 35. N 87°00'00\"/>
- 36. N 87°00'00\"/>
- 37. N 87°00'00\"/>
- 38. N 87°00'00\"/>
- 39. N 87°00'00\"/>
- 40. N 87°00'00\"/>
- 41. N 87°00'00\"/>
- 42. N 87°00'00\"/>
- 43. N 87°00'00\"/>
- 44. N 87°00'00\"/>
- 45. N 87°00'00\"/>
- 46. N 87°00'00\"/>
- 47. N 87°00'00\"/>
- 48. N 87°00'00\"/>
- 49. N 87°00'00\"/>
- 50. N 87°00'00\"/>
- 51. N 87°00'00\"/>
- 52. N 87°00'00\"/>
- 53. N 87°00'00\"/>
- 54. N 87°00'00\"/>
- 55. N 87°00'00\"/>
- 56. N 87°00'00\"/>
- 57. N 87°00'00\"/>
- 58. N 87°00'00\"/>
- 59. N 87°00'00\"/>
- 60. N 87°00'00\"/>
- 61. N 87°00'00\"/>
- 62. N 87°00'00\"/>
- 63. N 87°00'00\"/>
- 64. N 87°00'00\"/>
- 65. N 87°00'00\"/>
- 66. N 87°00'00\"/>
- 67. N 87°00'00\"/>
- 68. N 87°00'00\"/>
- 69. N 87°00'00\"/>
- 70. N 87°00'00\"/>
- 71. N 87°00'00\"/>
- 72. N 87°00'00\"/>
- 73. N 87°00'00\"/>
- 74. N 87°00'00\"/>
- 75. N 87°00'00\"/>
- 76. N 87°00'00\"/>
- 77. N 87°00'00\"/>
- 78. N 87°00'00\"/>
- 79. N 87°00'00\"/>
- 80. N 87°00'00\"/>
- 81. N 87°00'00\"/>
- 82. N 87°00'00\"/>
- 83. N 87°00'00\"/>
- 84. N 87°00'00\"/>
- 85. N 87°00'00\"/>
- 86. N 87°00'00\"/>
- 87. N 87°00'00\"/>
- 88. N 87°00'00\"/>
- 89. N 87°00'00\"/>
- 90. N 87°00'00\"/>
- 91. N 87°00'00\"/>
- 92. N 87°00'00\"/>
- 93. N 87°00'00\"/>
- 94. N 87°00'00\"/>
- 95. N 87°00'00\"/>
- 96. N 87°00'00\"/>
- 97. N 87°00'00\"/>
- 98. N 87°00'00\"/>
- 99. N 87°00'00\"/>
- 100. N 87°00'00\"/>

SURVEYOR'S CERTIFICATE

I, ROBERT N. CARM, REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, HEREBY CERTIFY THAT THE REMOVAL OF THE SURVEYOR'S MONUMENT FROM THE POINT OF BEGINNING OF THE CONDOMINIUM PARCEL SHOWN ON THE ACCOMPANYING PLAN IS NECESSARY FOR THE PROPOSED DEVELOPMENT OF THE PARCEL SHOWN ON SAID PLAN AND THAT THE REMOVAL OF SAID MONUMENT HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF THE MARYLAND CONDOMINIUM ACT, TITLE 8, SUBTITLE 10, OF THE MARYLAND CODE, ANNOTATED AND COMPILED BY THE LEGISLATIVE SERVICE COMMISSION, BALTIMORE, MARYLAND, 1988, AS AMENDED TO DATE OF THIS SURVEY. I HAVE BEEN ADVISED BY THE OWNER OF SAID PARCEL THAT THE REMOVAL OF SAID MONUMENT IS NECESSARY FOR THE PROPOSED DEVELOPMENT OF SAID PARCEL AND THAT THE REMOVAL OF SAID MONUMENT WILL NOT AFFECT THE RIGHTS OF ANY OTHER PARTY. I HAVE THEREFORE MADE THIS SURVEY IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT AND I HEREBY CERTIFY THAT THE REMOVAL OF SAID MONUMENT IS NECESSARY FOR THE PROPOSED DEVELOPMENT OF SAID PARCEL AND THAT THE REMOVAL OF SAID MONUMENT HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

ROBERT N. CARM, LICENSE NO. 20704
 CARM & ASSOCIATES
 777 W. GORDON
 BALTIMORE, MD 21202



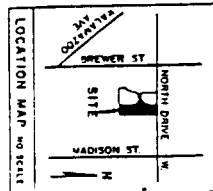
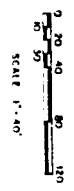
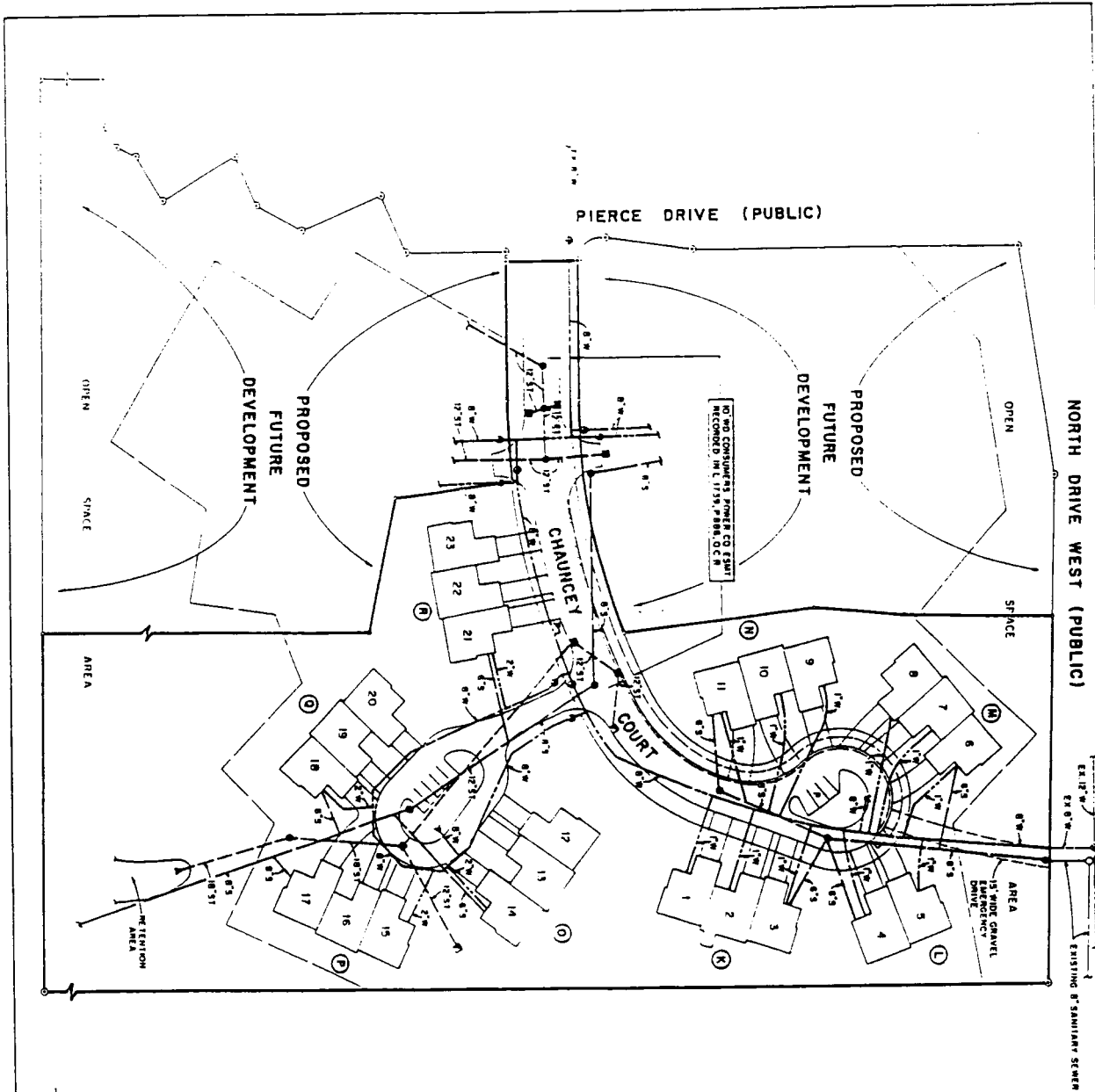
ADDITIONAL BEARINGS & DISTANCES TO POINT OF BEGINNING

- (1) S 88°54'45\"/>
- (2) ARC 99°58' 8.08\"/>
- (3) ARC 90°28' 8.08\"/>
- (4) S 88°54'45\"/>
- (5) S 07°00'00\"/>
- (6) S 81°35'27\"/>

NOTES

- 1. MONUMENT MONUMENT - DENOTES FROM
- 2. MONUMENTS HAVE NOT BEEN SET AT TIME OF PLAN PREPARATION
- 3. BUT SHALL BE NO LATER THAN 4-12-95
- 4. REMAINS ARE PLACED ON ASSURED D.M. 001 00 18' E. ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24
- 5. UNITS 1 THRU 11 MUST BE BUILT UNITS 12 THRU 23 NEED NOT BE BUILT REFER TO SWEETS & A FOR ALL UNIT LOCATIONS

4-12-95		PROPOSED	
REVISIONS	DATE	BREWER WOODS	SURVEY PLAN
SURVEYOR ROBERT N. CARM LICENSE NO. 20704 CARM & ASSOCIATES 777 W. GORDON BALTIMORE, MD 21202		TITLE SHEET NO. TOTAL SHEETS	2
DATE 4-12-95			



UTILITY	SOURCE
WATER MAIN	ZEMET/VOZNIK & ASSOC. INC.
SEWER	ZEMET/VOZNIK & ASSOC. INC.
STORM SEWER	ZEMET/VOZNIK & ASSOC. INC.
CABLE TV	TO BE SHOWN ON AS BUILT DWGS
	TO BE SHOWN ON AS BUILT DWGS
	TO BE SHOWN ON AS BUILT DWGS
	TO BE SHOWN ON AS BUILT DWGS
	TO BE SHOWN ON AS BUILT DWGS

LEGEND

- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- MANHOLE
- CATCH BASIN
- RIT
- FIRE TOWER
- FIRE TOWER HEADRAIL
- UNIT DESIGNATION
- UNIT DESIGNATION

NOTES

- 1 ALL GAS TELEPHONE, ELECTRIC, AND CABLE TV SERVICE AND ALL UTILITY METERS WILL BE SHOWN ON AS BUILT DRAWINGS.
 - 2 WATER TOWER AND SANITARY SEWER SERVICE SAND UNITS TO BE BUILT.
 - 3 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO SERVICE SAND UNITS.
 - 4 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 5 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 6 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 7 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 8 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 9 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 10 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 11 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 12 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 13 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 14 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 15 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 16 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 17 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 18 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 19 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 20 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 21 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 22 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
 - 23 THESE TOWER AND SANITARY SEWER UNITS NEEDED TO BE BUILT.
- ZONE 'C' IS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS AREA OF IMMEDIATE FLOOD HAZARD AND LIES OUTSIDE THE 500 YEAR FLOOD ELEVATION.
- THE KALAWAZOO RIVER (THE NEAREST BODY OF WATER) IS AT NORMAL ELEVATION OF 889.00 USDS AND THE LOWEST POINT ON THIS SITE IS 871.00 USDS.
- REFER TO SITE PLAN SHEET #1 FROM LOCATION OF LIMITED COMMON ELEMENTS FOR CONCERNED VARIOUS AREAS AND AIR CONDITIONING COMPRESSORS.

4-12-95

PROPOSED

BREWER WOODS

UTILITY PLAN

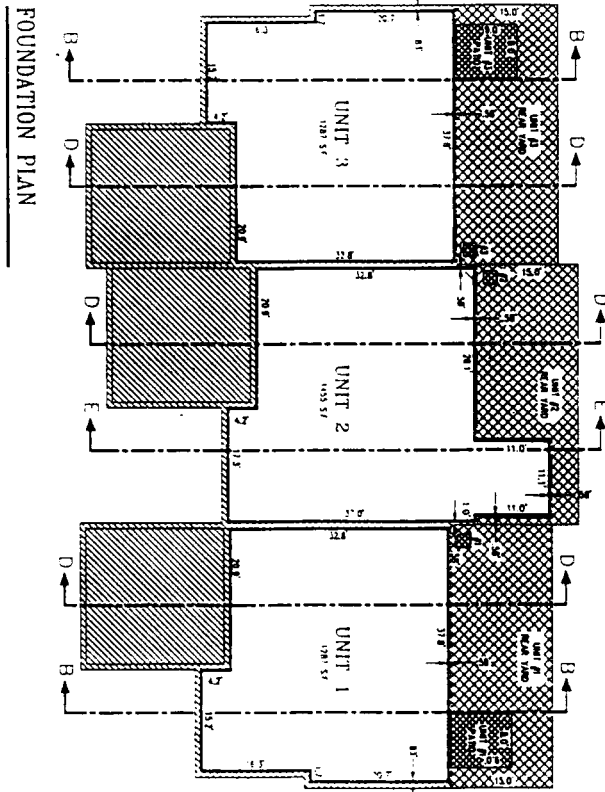
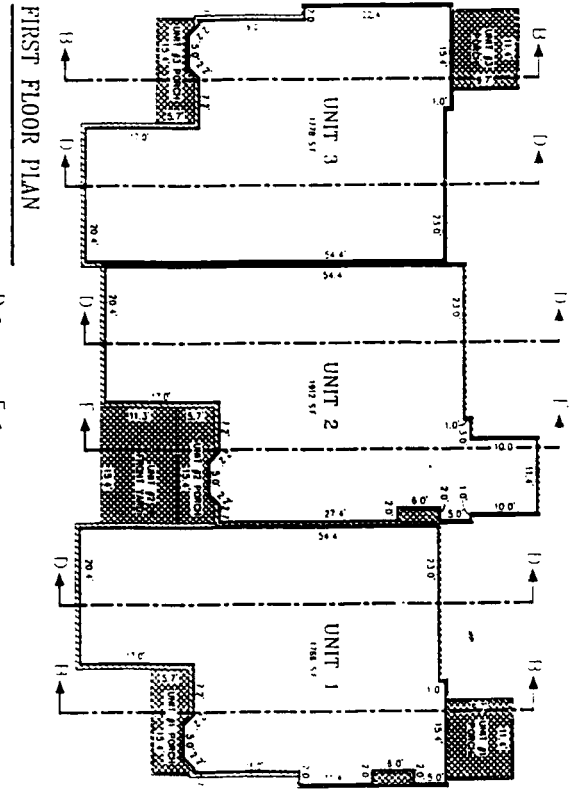
HIBBIVONIAN

CON. DRAWINGS & LAND INVESTORS

PROJECT NO. 1000

DATE: 12/11/95

3



UNIT	1	2	3
FINC	K	K	K
9580	K	K	K
9580	K	K	K
9580	K	K	K

LEGEND

- GRAVEL CONCRETE (FINC)
- UNIT 1 COMMON (FINC)
- LIMITS OF UNIT 1-3 (FINC) ARE NO RIGHTS TO EXIST OTHER THAN AS SHOWN ON THIS DRAWING
- UNIT 1-3
- UNIT 2
- UNIT 3
- UNIT 1
- UNIT 2
- UNIT 3
- UNIT 1
- UNIT 2
- UNIT 3
- UNIT 1
- UNIT 2
- UNIT 3
- UNIT 1
- UNIT 2
- UNIT 3
- UNIT 1
- UNIT 2
- UNIT 3
- UNIT 1
- UNIT 2
- UNIT 3

SCALE 1/8" = 1'-0"

J BRADLEY MOORE
 LICENSED ARCHITECT NO. 31794
 PROPOSED DATE 11-17-94
 J BRADLEY MOORE & ASSOCIATES
 ARCHITECTS INCORPORATED
 317 S. DIVISION STREET SUITE 1510
 ANN ARBOR, MICHIGAN 48104
 (313) 930-1500
 UNITS 1-11 MUST BE BUILT
 UNITS 12-23 NEED NOT BE BUILT



drawn rmb/awm/200
 date 04/28/94
 07/19/94
 06/17/95
 5

job 93405

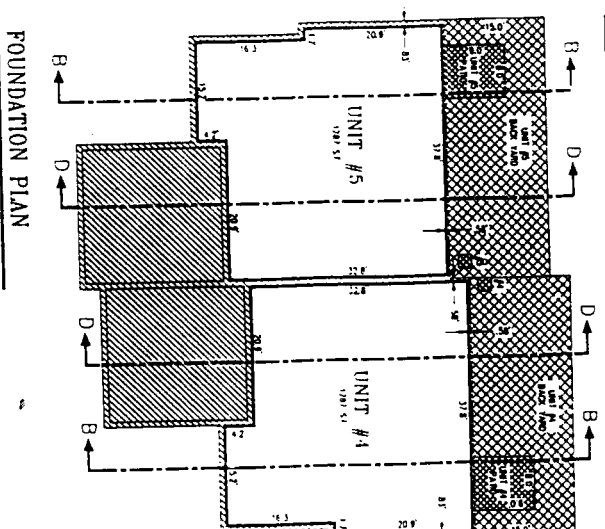
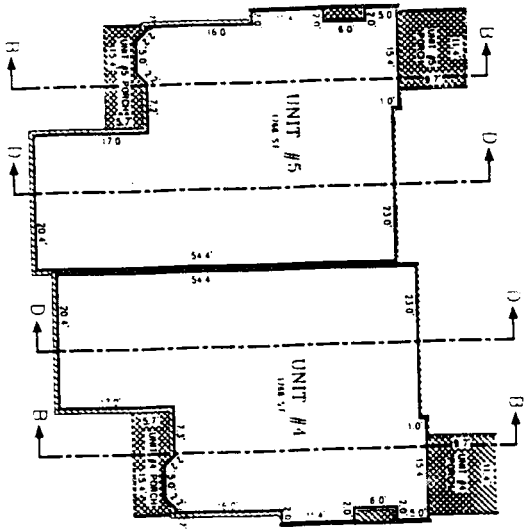
revisions

J BRADLEY MOORE
 & ASSOCIATES ARCHITECTS
 317 S. DIVISION STREET SUITE 1510
 ANN ARBOR, MICHIGAN 48104 (313) 930-1500

BREWER WOODS
 BUILDING K
 UNITS 1-3
 FLOOR PLANS

© Copyright 1994





UNIT #	F.F. ELEV.	HEIGHT
4	966.0	11
5	962.0	11

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- PARTS OR COMPONENTS SHOWN FOR INFORMATION FROM OTHER SHEETS WITH OVERLAP DIMENSIONS
- AIR CONDITIONING COMPARTMENT
- AIR CONDITIONING FROM OUTSIDE
- MECHANICAL ROOM
- ALL WALLS ARE 2" THICK MASON UNLESS NOTED OTHERWISE
- ALL PARTITIONS ARE 5/8" THICK



SCALE: 1/8" = 1'-0"

J. BRADLEY MOORE
 LICENSED ARCHITECT NO. 31784
 PROPOSED DATE: 11-17-94

J. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS INCORPORATED
 317 S. DIVISION STREET, SUITE 1510
 ANN ARBOR, MICHIGAN 48104
 (313) 930-1500

UNITS 1-11 MUST BE BUILT
 UNITS 12-23 NEED NOT BE BUILT

Drawn and Checked: JBM/AMM
 Date: 04/28/94
 04/17/94
 04/22/94
 Job: 93405
 6

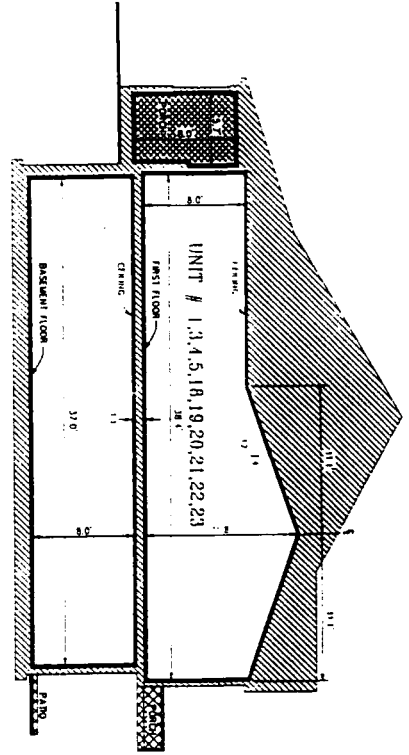
Revisions

BRADLEY MOORE & ASSOCIATES ARCHITECTS
 115 S. Division Street 1510 Ann Arbor MI 48104 313/930-1500

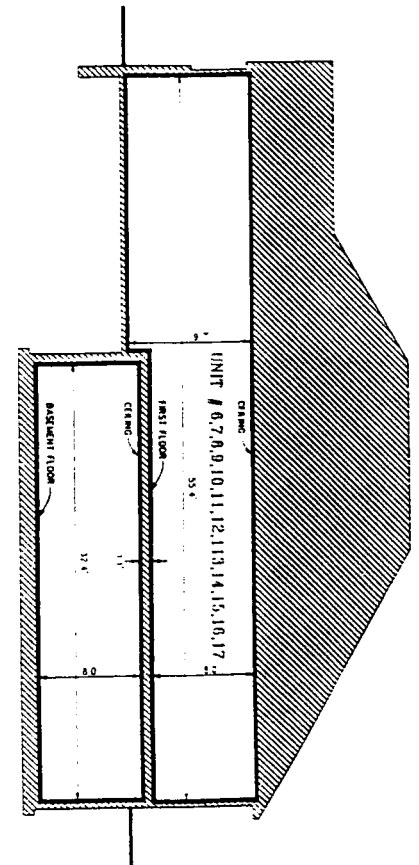
BREWER WOODS
 BUILDING L
 UNITS #4,5
 FLOOR PLANS

© Copyright 1994

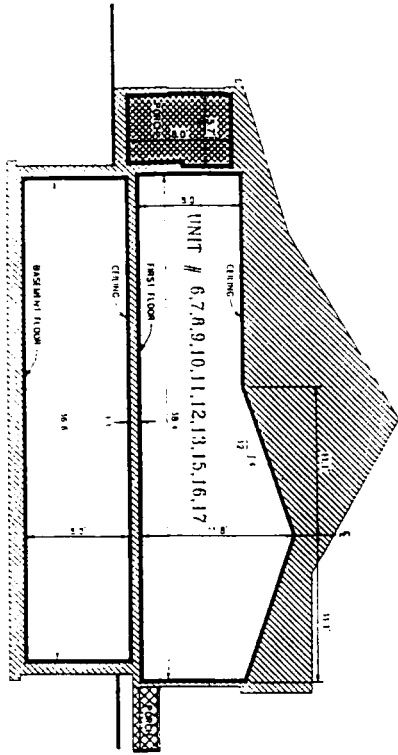




SECTION B



SECTION A



SECTION C

LEGEND

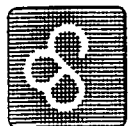
- GRAVEL FILLING (EXISTING)
- EXISTING CONCRETE FLOOR
- LIMIT OF CONSTRUCTION AS PER PERMITS TO CONSTRUCT AND AS NOTED OTHERWISE
- EXISTING
- FIRST FLOOR

ALL WALLS ARE CONSTRUCTED FROM REINFORCED CONCRETE
 ALL WALLS ARE 22 FEET HIGH UNITS
 NOTED OTHERWISE
 ALL DIMENSIONS ARE IN FEET

SCALE 1/4" = 1'-0"



J. BRADLEY MOORE
 TOWNSEND ARCHITECTS AND SURVEYORS
 PROPOSED DATE 11-17-94
 J. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS INCORPORATED
 317 S. DIVISION STREET SUITE 1510
 ANN ARBOR, MICHIGAN 48104
 (313) 930-1500
 UNITS 1-11 UNITS 18-23
 UNITS 12-25 UNITS 19-21



© Copyright 1994

BREWER WOODS

SECTIONS UNITS #1-23

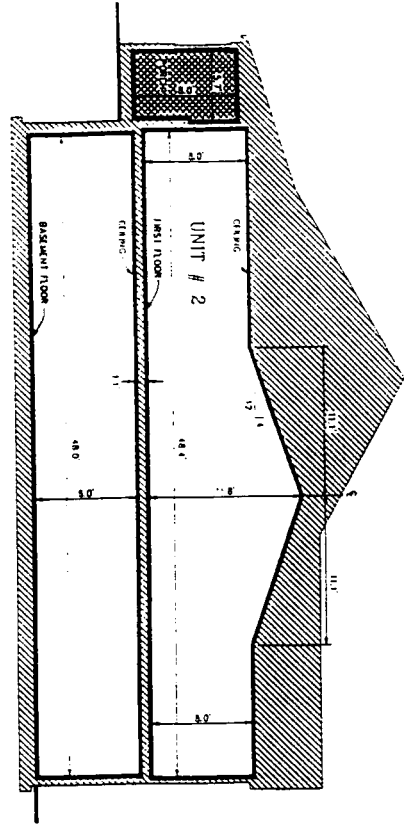
J. BRADLEY MOORE & ASSOCIATES ARCHITECTS

317 S. Division Suite 1510 Ann Arbor MI 48104 313/930-1500

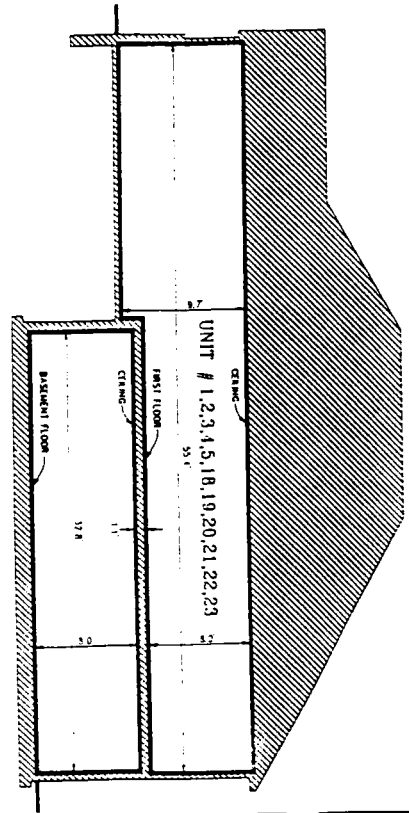
REVISIONS

Job 93405

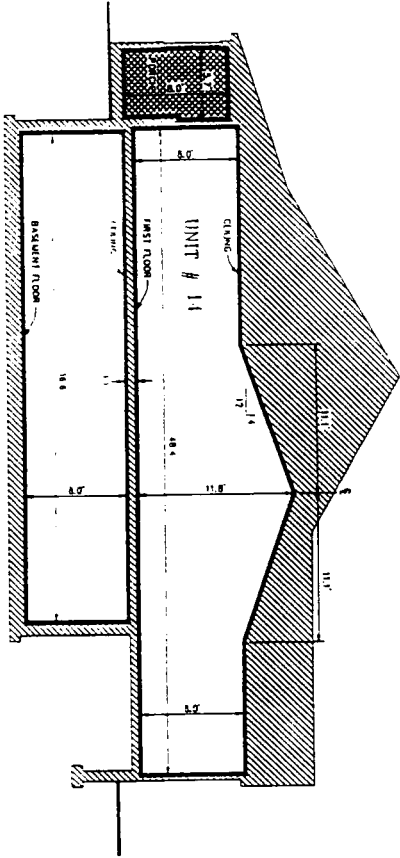
Drawn by date 09/19/94
 01/02/95
 8



SECTION E



SECTION D



SECTION F

LEGEND

- GRAVEL CONCRETE CLINCH
- LAMINATED CONCRETE (L.D.M.)
- LIMITS OF DIMENSION OVERFLOW LINES ARE NOT PERMISSIBLE FROM OTHER WALLS WITH OTHER WALLS
- LIGHT PAPER

AREAS ARE COMPUTED FROM INTERIOR DIMENSIONS
 ALL WALLS ARE 4 1/2 FEET THICK UNLESS NOTED OTHERWISE
 ALL DIMENSIONS ARE IN FEET

SCALE: 1/4" = 1'-0"



J. BRADLEY MOORE
 LICENSED ARCHITECT NO. 31784
 PROPOSID. NO. 11-17-94
 J. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS INCORPORATED
 317 S. DIVISION STREET SUITE 1510
 ANN ARBOR, MICHIGAN 48104
 (313) 930-1500
 UNITS 1-3 MUST BE BUILT
 UNITS 4-11 NEED NOT BE BUILT



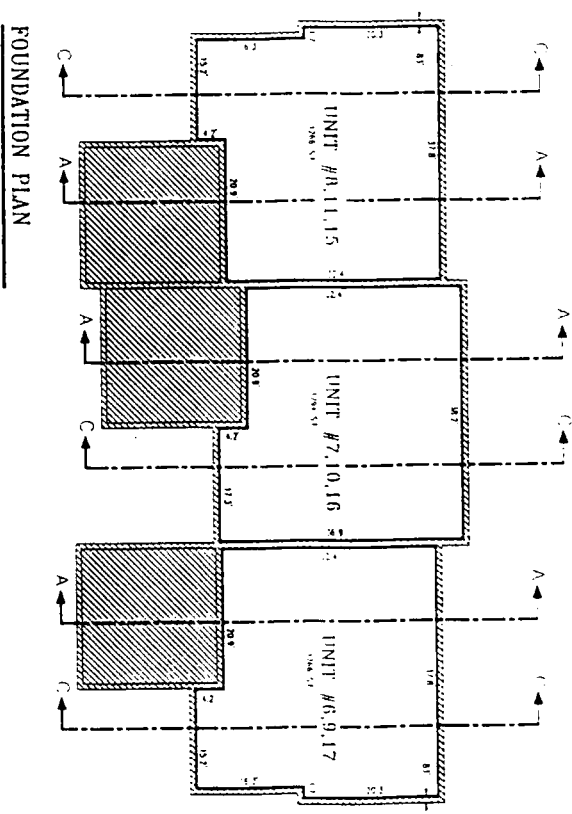
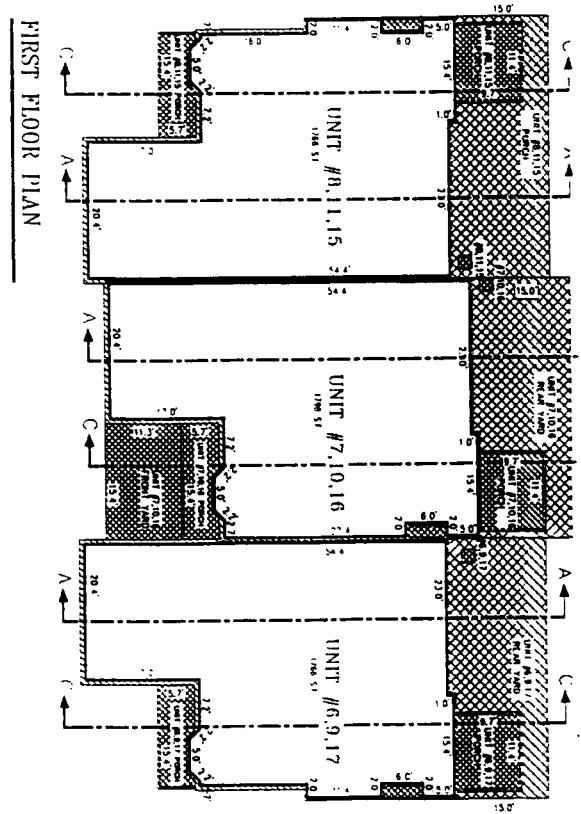
©Copyright 1994

BREWER WOODS
 SECTIONS UNITS #1-23

J BRADLEY MOORE
 & ASSOCIATES ARCHITECTS
 317 S Division Street 1510 Ann Arbor MI 48104 313/930-1500

revisions

job 93405
 drawn by
 date 08/09/94
 01/27/95
 sheet 9



UNIT	FIN. ELEV.	FIN. DG.
5	961.5	M
6	961.5	M
7	961.5	M
8	961.5	M
9	959.0	N
10	958.0	N
11	958.0	N
15	945.75	P
16	945.75	P
17	945.75	P

LEGEND

- CONCRETE (SEE PLAN)
- COMMON BRICK (SEE PLAN)
- MASONRY
- STEEL DECK
- FLOOR FINISH (SEE PLAN)
- CEILING FINISH (SEE PLAN)
- WALL FINISH (SEE PLAN)
- DOOR
- WINDOW
- PARTITION
- STAIRS
- RAMP
- ROOF (SEE PLAN)
- FOUNDATION (SEE PLAN)

SCALE: 1/8" = 1'-0"

J. BRADLEY MOORE
 LICENSED ARCHITECT NO. 31784
 PROFESSIONAL SEAL
 EXPIRES 11-14-94

J. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS INCORPORATED
 317 S. DIVISION STREET SUITE 1510
 APT. 4000, MICHIGAN 48104
 (313) 930-1500

DATE: 04/28/94
 DRAWN BY: JHM
 CHECKED BY: JHM

JOB: 95405

PROVISIONS

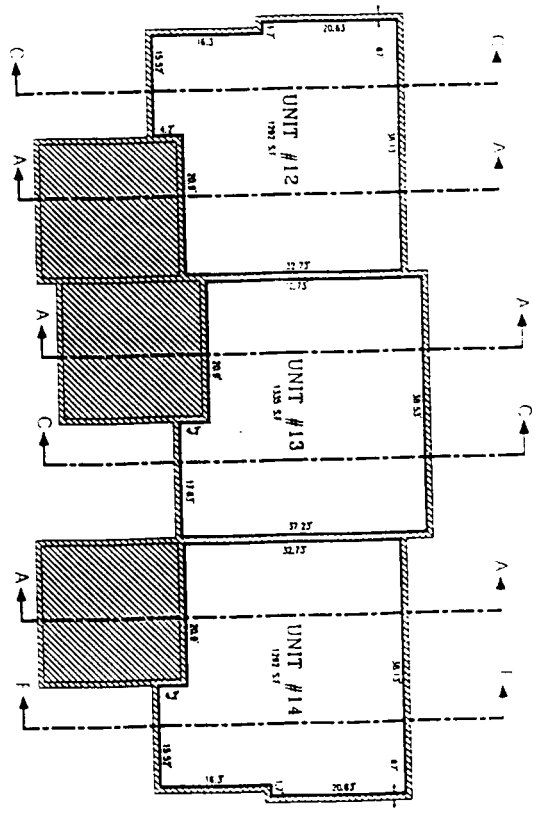
J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. DIVISION STREET 1510 APT. 4000 MI 48104 313/930-1500

BREWER WOODS
 BUILDING M.N
 UNITS #6-11, 15-17
 FLOOR PLANS

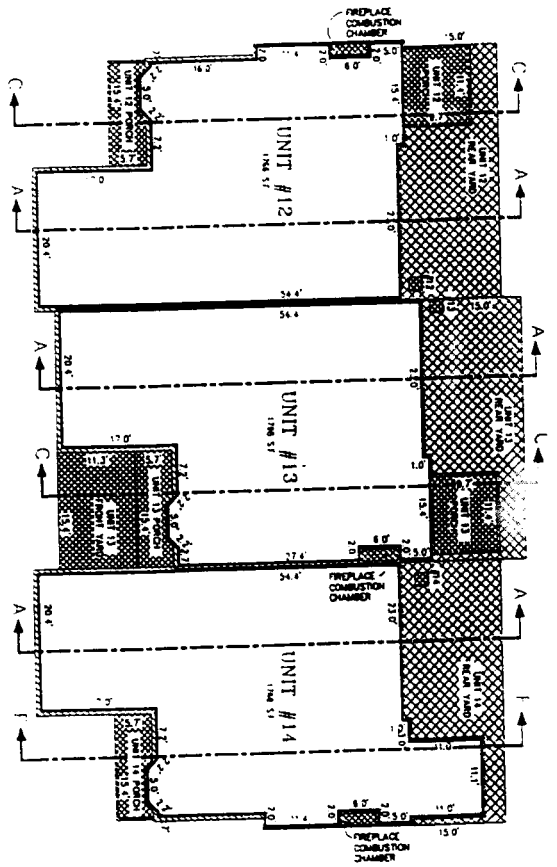
© Copyright 1994



FOUNDATION PLAN



FIRST FLOOR PLAN



UNIT #	FR. AREA	FR. CG.
12	949.75	0
13	948.00	0
14	948.00	0

LEGEND

- GENERAL COMMON ELEMENT
- LAND COMMON ELEMENT
- UNITS OF CONDOMINIUM IN REFERENCE TO FLOOR PLAN THESE WORDS OVERLAP
- UNIT FLOOR
- AIR CONDITIONING SYSTEM
- AREAS NOT COMPUTED FROM ARCHITECTURAL DIMENSIONS
- ALL WALLS ARE 4 1/2 FEET THICK UNLESS NOTED OTHERWISE
- ALL DIMENSIONS ARE IN FEET

SCALE: 1/8" = 1'-0"

J. BRADLEY MOORE ARCHITECTS
 LICENSED ARCHITECT NO. 31784
 PROPOSED DATE: 11-17-94

J. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS INCORPORATED
 317 S. ARBOR WICHITAN 48104
 (313) 930-1500

UNITS 1-11 MUST BE BUILT
 UNITS 12-23 NEED NOT BE BUILT



drawn aaw/vaw
 date 9/1/95
 sheet 10

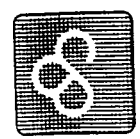
job 93405

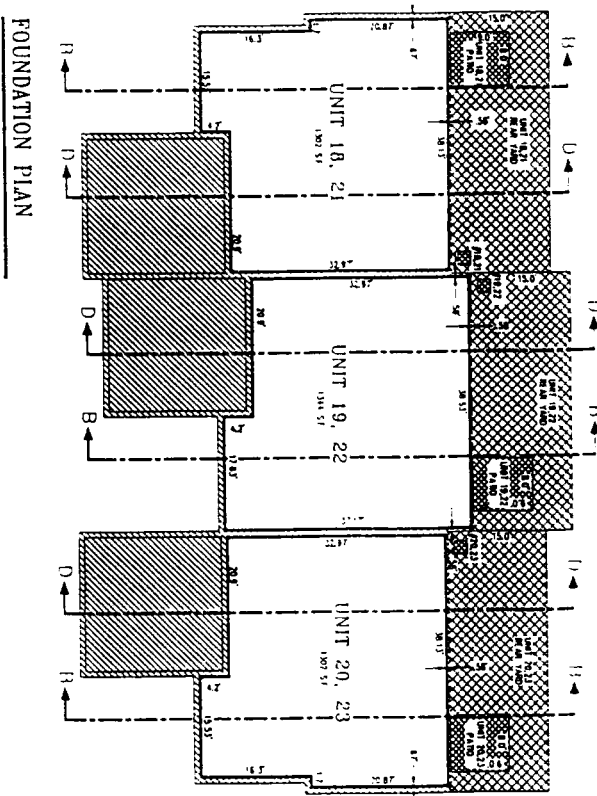
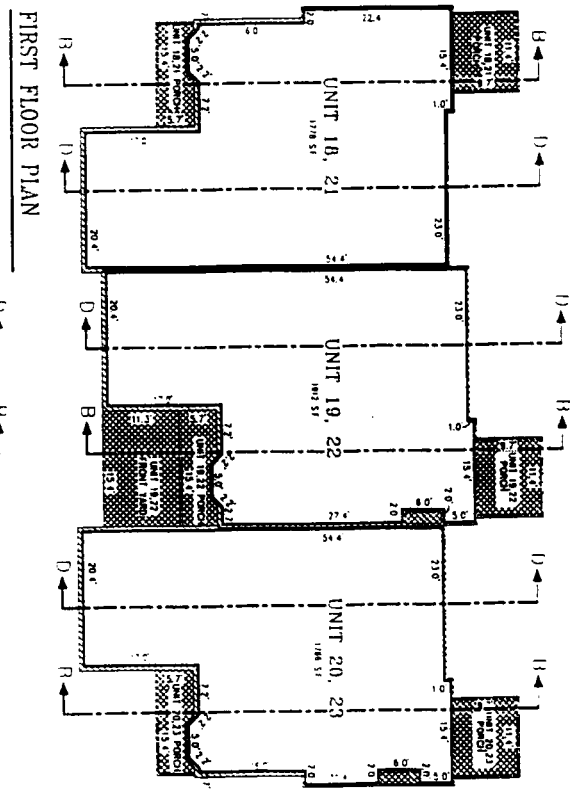
REVISIONS

J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. ARBOR WICHITAN 48104 (313) 930-1500

BREWER WOODS
 UNITS #12-14
 FLOOR PLANS

© Copyright 1995





UNIT #	FT. ELEV.	BUDG.
18	947.5	0
19	947.5	0
20	948.5	0
21	946.5	R
22	946.5	R
23	946.5	R

LEGEND

- GEMMA (CONCRETE FLOORING)
- LAMINATED (CONCRETE FLOORING)
- UNIT #18 MUST BE IN CONFORMITY WITH THE CITY OF ANN ARBOR OVERLAYS
- UNIT #19 MUST BE IN CONFORMITY WITH THE CITY OF ANN ARBOR OVERLAYS
- UNIT #20 MUST BE IN CONFORMITY WITH THE CITY OF ANN ARBOR OVERLAYS
- UNIT #21 MUST BE IN CONFORMITY WITH THE CITY OF ANN ARBOR OVERLAYS
- UNIT #22 MUST BE IN CONFORMITY WITH THE CITY OF ANN ARBOR OVERLAYS
- UNIT #23 MUST BE IN CONFORMITY WITH THE CITY OF ANN ARBOR OVERLAYS

SCALE: 1/8" = 1'-0"

J. BRADLEY MOORE ARCHITECTS
 317 S. DIVISION STREET, SUITE 1510
 ANN ARBOR, MICHIGAN 48104
 (313) 930-1500

PROPOSED DATE: 11-17-94

J. BRADLEY MOORE & ASSOCIATES ARCHITECTS INCORPORATED
 317 S. DIVISION STREET, SUITE 1510
 ANN ARBOR, MICHIGAN 48104
 (313) 930-1500

UNITS 1-14 MUST BE BUILT
 UNITS 15-23 MUST BE BUILT



DATE: 01/17/95
 SHEET: 11

Job: 93A05

REVISIONS

J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. Division Street 1510 Ann Arbor MI 48104 313/930-1500

BREWER WOODS
 UNITS #18-23
 FLOOR PLANS

© Copyright 1995



To lien claimants and subsequent purchasers:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a Notice of Furnishing to the below named Designee and the General Contractor, if any, and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the Owner or Lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this Notice with an attached form for Notice of Furnishing may be obtained upon making a written request by certified mail to the named Owner or Lessee, the Designee, or the person with whom you have contracted.

State of Michigan)
County of Calhoun) ss

James A. Franke, the undersigned, being duly sworn, deposes and says:

The legal description of the real property on which the improvement is to be made is:
See attached

STATE OF MICHIGAN
CALHOUN COUNTY
RECORDED

The name, address and capacity of the Owner or Lessee of the real property contracting for the improvement is:
17 APR 95 1:23 P.M.

Name: Norfolk Development Corporation
Address: 6360 Jackson Road, Suite F Ann Arbor, MI 48103
Capacity: Owner

The name and address of the Fee Owner of the real property, if the person contracting for the improvement is a land contract vendee or lessee, is:

Name:
Address:

The name and address of the Owner's or Lessee's Designee is:

Name: Norfolk Development Corporation Attn: Kim O. Wilkins
Address: 6360 Jackson Road, Suite F, Ann Arbor, MI 48103

The name and address of the General Contractor, if any, is:

Name: Norfolk Development Corporation
Address: 6360 Jackson Road, Suite F, Ann Arbor, MI 48103

Date: April 12, 1995

Norfolk Development Corporation
Owner or Lessee

NOTE: ATTACH NOTICE OF FURNISHING HERETO UNLESS THIS DOCUMENT IS TO BE RECORDED.

By [Signature]
(Signature and capacity of person signing)
James A. Franke, President 12th

Prepared By: Brenda L. Leonard
Notary Public, Lenawee County, MI
My Commission Expires Oct 6, 1998

Name: Brenda L. Leonard
Address: 6360 Jackson Road, Suite F
Ann Arbor, MI 48103
Notary Public Brenda L. Leonard
Lenawee County, Michigan.
My Commission Expires: October 6, 1998

- *WARNING TO HOMEOWNER: MICHIGAN LAW REQUIRES THAT YOU DO THE FOLLOWING:
1. COMPLETE AND RETURN THIS FORM TO THE PERSON WHO ASKED FOR IT WITHIN 10 DAYS AFTER THE DATE OF THE POSTMARK ON THE REQUEST.
2. IF YOU DO NOT COMPLETE AND RETURN THIS FORM WITHIN THE 10 DAYS YOU MAY HAVE TO PAY THE EXPENSES INCURRED IN GETTING THE INFORMATION.
3. IF YOU DO NOT LIVE AT THE SITE OF THE IMPROVEMENT, YOU MUST POST A COPY OF THIS FORM IN A CONSPICUOUS PLACE AT THAT SITE.
YOU ARE NOT REQUIRED BUT SHOULD DO THE FOLLOWING:
1. COMPLETE AND POST A COPY OF THIS FORM AT THE PLACE WHERE THE IMPROVEMENT IS BEING MADE, EVEN IF YOU LIVE THERE.
2. MAKE AND KEEP A COPY OF THIS FORM FOR YOUR OWN RECORDS.

*This warning is not applicable if the improvement is not a "residential structure" as defined by the Michigan Construction Lien Act, P.A. 1980, No. 497, as amended.

Brewer Woods Condominium
Land added to Phase I in 1st Replat
Legal Description

A Parcel of land in the Southwest 1/4 of Section 24, T2S - R6W, City of Marshall, Calhoun County, Michigan, more particularly described as follows:

Commencing at the west 1/4 post of said Section 24; thence S 00°06'18" W along the West Section line, 217.72 feet; thence the following four courses along the former South Right of Way line of North Drive West (now amended by the Brewer Farms, Calhoun County Subdivision Plan No. 23), S 88°54'45" E, 199.43 feet; thence 99.66 feet along the arc of a curve to the left having a central angle of 08°09'35" a radius of 699.76 feet and a long chord bearing N 87°00'29" E, 99.57 feet; thence 90.26 feet along the arc of a curve to the right having a central angle of 08°09'35" a radius of 633.76 feet and a long chord bearing N 87°00'29" E, 90.18 feet; thence S 88°54'45" E, 355.15 feet; thence due south 26.85 feet to the south line of North Drive West as now established by said Condominium Subdivision Plan No. 23; thence S 81°33'47" W, 36.31 feet along said south line to the East Right of Way line of Pierce Drive ; thence S 00°00'00" W, 276.50 feet along said east line; thence S 09°05'26" W, 72.83 feet along said right-of-way; thence along said right-of-way, 34.59 feet along a curve to the left having a central angle of 99°05'26" a radius of 20.00 feet and a long chord bearing S 40°27'17" E, 30.44 feet; thence S 00°00'00" W, 60.00 feet; thence N 90°00'00" E, 118.31 feet; thence 68.90 feet along a curve to the left having a central angle of 06°25'07" a radius of 615.00 feet and a long chord bearing N 86°47'27" E, 68.86 feet; to the Point of Beginning; thence 199.45 feet along a curve to the left having a central angle of 18°34'53" a radius of 615.00 feet and a long chord bearing N 74°17'26" E, 198.58 feet; thence N 65°00'00" E, 15.25 feet; thence 98.93 feet along a curve to the left having a central angle of 32°23'22" a radius of 175.00 feet and a long chord bearing N 48°48'19" E, 97.62 feet; thence S 57°23'22" E, 178.03 feet to the West line of Lot 15 of the Plat of "Woodview Heights" as recorded in Liber 17 of Plats, on page 46, of Calhoun County Records; thence along the West line of said Plat and in part, the west line of "Charles B. Turner addition" to the City of Marshall, as recorded in Liber D-39, Page 743, Calhoun County Records, S 00°11'15" W, 587.85 feet; thence N 88°59'54" W, 300.41 feet; thence N 00°00'06" E, 431.97 feet; thence N 78°29'22" W, 115.37 feet; thence N 07°31'06" W, 99.90 feet to the point of beginning containing 4.67 Acres of land, more or less.

BREWER WOODS ESCROW AGREEMENT

THIS AGREEMENT is entered into this 9th day of September, 1994 between Norfolk Development Corporation, a Michigan corporation ("Developer"), and American Title Insurance Company ("Escrow Agent") through its duly designated representative for this purpose, American Title Company of Livingston.

WHEREAS, Developer has established or intends to establish Brewer Woods as a residential Condominium Project under applicable Michigan law; and,

WHEREAS, Developer is selling Condominium Units in Brewer Woods and is entering into Purchase Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and,

WHEREAS, the parties hereto desire to enter into an Escrow Agreement to establish such an escrow account for the benefit of Developer and for the benefit of each Purchaser (hereinafter "Purchaser") who makes deposits under a Purchase Agreement; and,

WHEREAS, Escrow Agent is acting as an independent party hereunder pursuant to the provisions of this Agreement and the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the "Act") for the benefit of Developer and all Purchasers and not as the agent of any one or less than all of such parties.

NOW, THEREFORE, it is agreed as follows:

1. **Initial Deposit of Funds.** Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed, The Condominium Buyer's Handbook and the Disclosure Statement.

2. **Release of Funds.** The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Developer or Purchaser only upon the conditions hereinafter set forth:

A. **Upon Withdrawal by Purchaser.** The escrowed funds shall be released to Purchaser under the following circumstances:

(i) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and he fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under paragraph 6 of the General Provisions thereof, Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

(iii) In the event that a Purchaser duly terminates a Purchase Agreement executed under the provisions of §88 of the Act pursuant to paragraph 7 or paragraph 8 of the General Provisions of a Purchase Agreement, Escrow Agent shall release all of Purchaser's deposits held thereunder to Purchaser.

B. **Upon Default by Purchaser.** In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of ten days after written notice by Developer to Purchaser, Escrow Agent shall release all sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.

C. **Upon Conveyance of Title to Purchaser.** Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

(i) That those portions of the phase of the Condominium Project in which such Purchaser's Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and

(ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located, which on the Condominium Subdivision Plan are labeled "must be built", are substantially complete.

If the elements or facilities referred to in paragraphs 2C(i) and 2C(ii) above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided in paragraph 2F below. Determination of amounts necessary to finance substantial completion shall likewise be determined by the certificate of a licensed professional architect or engineer. For purposes of paragraph 2C(i) above, the portion of the Condominium Project in which Purchaser's Unit is located shall be "substantially complete" when all utility mains and leads, all major structural components of buildings, all building exteriors, and all sidewalks, driveways, landscaping and access roads (to the extent such items are designated on the Condominium Subdivision Plan as "must be built") are substantially complete as evidenced by certificates of substantial completion issued by a licensed professional architect or engineer as described in Section 3 below. Improvements of the type described in paragraph 2C(ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer, as described in Section 3.

D. **Release of Funds Escrowed For Completion of Incomplete Improvements.** Upon furnishing Escrow Agent a certificate from a licensed professional architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s); provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

E. **Release of Interest Earned Upon Escrowed Funds.** Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

F. **Other Adequate Security.** If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

G. In the Event Elements or Facilities Remain Incomplete. If Escrow Agent is holding row funds or other security for completion of incomplete elements or facilities under §103b(7) of the Act, such funds or other security shall be administered by Escrow Agent in the following manner:

(i) Escrow Agent shall upon request give all statutorily required notices under §103b(7) of the Act.

(ii) If Developer, the Brewer Woods Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent for Escrow Agent's protection, as determined by Escrow Agent in its absolute and sole discretion), as to the disposition of the funds or security in escrow under §103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.

(iii) Failing written agreement as provided in paragraph 2G(ii) above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

(a) Initiate an interpleader action in any circuit court in the State of Michigan naming the Developer, the Brewer Woods Association and all other claimants and interested parties as parties and deposit all funds or other security in escrow under §103b(7) of the Act with the clerk of such court in full acquittance of its responsibilities under this Agreement; or

(b) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and the Brewer Woods Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under §103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

3. **Proof of Occurrences; Confirmation of Substantial Completion; Determination of Cost to Complete.** Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement either to a Purchaser thereunder or to Developer. Whenever Escrow Agent is required hereby to receive the certification of a licensed professional architect or engineer that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans therefor, it may base such confirmation entirely upon the certificate of the Developer to such effect coupled with the certificate to the same effect of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained under paragraph 2D above shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon certificates, determinations and estimates as described above in retaining and releasing all escrowed funds hereunder.

4. **Limited Liability of Escrow Agent; Right to Deduct Expenses From Escrow Deposits.** Upon making delivery of the funds deposited with Escrow Agent pursuant to any Purchase Agreement and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this Agreement.

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described in Section 3, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination or for any act or omission by the Escrow Agent in reliance thereon.

Except in instances of gross negligence or willful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorney's fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that the funds deposited have been paid, settled and fully collected as such terms are defined under the provisions of MCL 440.4101, et seq.

5. **Notices.** All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage prepaid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the pertinent Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

NORFOLK DEVELOPMENT CORPORATION, a Michigan corporation, Developer

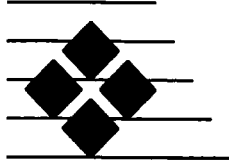
By: /s/ James A. Franke
James A. Franke, President
6360 Jackson Road, Suite F
Ann Arbor, Michigan 48103
(313) 996-1550

AMERICAN TITLE INSURANCE COMPANY, Escrow Agent

By: American Title Company of Livingston, authorized representative

By: /s/ Kelley A. Buko

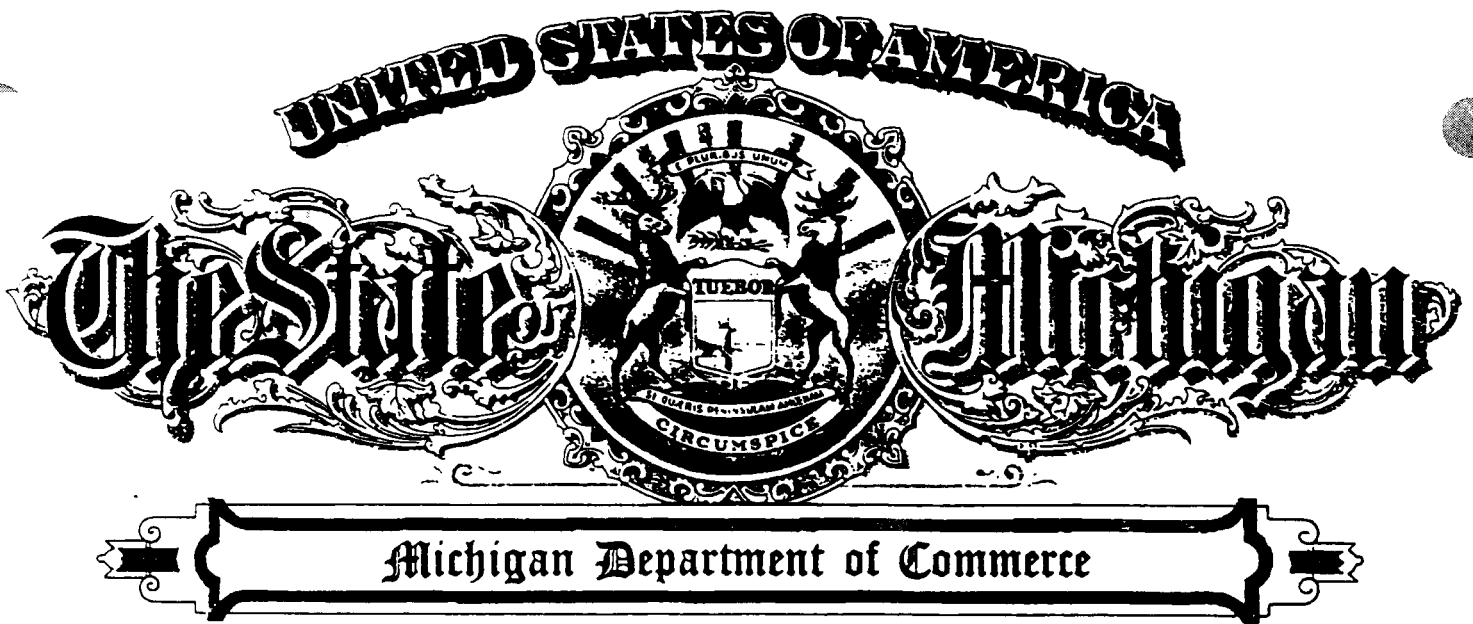
110 East Grand River
Howell, Michigan 48843
(517)



Kramer-Triad
Management Group, L.L.C.

Ann Arbor • Bingham Farms • Farmington Hills • Rochester Hills • Troy • West Bloomfield • Naples, FL

ARTICLES OF INCORPORATION



Lansing, Michigan

This is to Certify That Articles of Incorporation of BREWER
WOODS ASSOCIATION were duly filed in this office on this date in accordance
with Act 162, Public Acts of 1982.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 21st day
of April, 1994*

Carl L. Iyon

CORPORATION AND SECURITIES BUREAU

Director

NON-PROFIT
ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a nonprofit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I

NAME

The name of the corporation is Brewer Woods Association.

ARTICLE II

PURPOSES

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Brewer Woods, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted;
- (j) To enter into agreements with public agencies concerning the nature and extent of maintenance of the Condominium.

- (k) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (l) In furtherance of the foregoing, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

ADDRESSES

Location of the first registered office is 6360 Jackson Road, Suite F, Ann Arbor, Michigan 48103.

ARTICLE IV

RESIDENT AGENT

The name of the first resident agent is James A. Franke.

ARTICLE V

BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is -- Real Property: None
Personal Property: None

Said corporation is to be financed under the following general plan: Assessment of members

ARTICLE VI

INCORPORATOR

The name of the incorporator is C. Kim Shierk and her place of business is 505 North Woodward Avenue, Suite 3000, Bloomfield Hills, Michigan 48304.

ARTICLE VII

EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII

MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

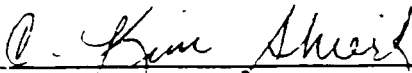
- (a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as her membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Calhoun County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE IX

LIMITATION OF LIABILITY OF DIRECTORS

No volunteer director, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Signed this 21 day of April, 1994.



C. Kim Shier, Incorporator

OPEN SPACE AGREEMENT FOR PLANNED
UNIT RESIDENTIAL DEVELOPMENT

THIS AGREEMENT is made this 16 day of August, 1994, by, between and among the City of Marshall, Calhoun County, Michigan, herein called the "City," the offices of which are located at 323 West Michigan Avenue, Marshall, Michigan 49068 and Norfolk Development Corporation, a Michigan corporation, 6360 Jackson Road, Suite F, Ann Arbor, Michigan 48103, its successors and assigns, herein called the "Developer".

RECITALS:

A. Developer is either the owner of or has a vendee's interest in the land located in the City of Marshall, County of Calhoun, State of Michigan, described in Exhibit A hereto and hereinafter referred to as the "Property".

B. Developer proposes to designate a portion of the Property as common open space which land is more particularly described in Exhibit B hereto and hereinafter referred to as the "Common Open Space".

C. Developer proposes that certain other portion of the Property be designated for "density increase" as that term is defined in Section 29-300.20(10)(d) of the City of Marshall Zoning Ordinance which land is more particularly described in Exhibit C hereto.

D. Developer applied for approval under Section 29-300.1, "Planned Unit Residential Development ("PURD"), and submitted the site plan and open space proposal required by Section 29-300.20(j) and, after public hearing thereon, approval thereof was granted by the Marshall City Council hereinafter called the "Council" subject to all City requirements and the execution of this Agreement.

E. Developer wishes to develop the Property under the provisions of Section 29-300.1 of the City of Marshall Zoning Ordinance as a PURD.

F. It is now necessary and desirable that the Developer and the City enter into a binding contract relative to the details of the Common Open Space in the PURD.

NOW, THEREFORE, in consideration of the approval of development of the Property as a PURD by the Council, and of the mutual promises contained herein, the parties agree as follows:

1. Use of Common Open Space in Accordance with City Requirements. No use of the Common Open Space shall violate any of the statutes of the State of Michigan, the ordinances of the City or its successors, be in conflict with the provisions of this Agreement or with the approved PURD.
2. Development Construction and Maintenance of Planned Unit Residential Development and Common Open Space in Accordance with City Requirements. Approval by the City of this PURD under Section 29-300.1 of the City of Marshall Zoning Ordinance is conditioned upon the development and maintenance of the PURD in accordance with the Special Land Use Permit approved by the City Council on June 7, 1993, compliance with all specific conditions of said approval as set forth on the approved Site Plan and in the Development Agreement between the City and Developer dated June 15, 1993, and in the minutes of the City Council and Planning Commission of the City and compliance with all applicable ordinances of the City.
3. Maintenance Plan. The Common Open Space shall be maintained in a manner consistent with the individual uses of the Common Open Space, which are lawn, woods and open field, respectively.
4. No Change in Common Open Space Use Without City Approval. No change affecting the use of the Common Open Space shall become effective until approved by the City Council. Changes in the use of the Common Open Space shall be filed with the City.
5. Rights of City not a Dedication. In no way shall the obligations imposed upon the Developer hereunder or any rights of the City under this Agreement be construed as a dedication of any of the driveways and Common Open Space to the public.
6. Agreement Binding on Successors and Assigns. The parties hereto make this Agreement on behalf of themselves, their successors and assigns and the signers hereby warrant that they have the authority and capacity to make this contract. All references to Developer herein shall include any successor to the Developer who or which may act as Developer of the PURD or any part thereof and shall include all owners and/or co-owners of all units of a condominium(s) that may be created on a portion or portions of the PURD. So long as Developer shall not violate any of the terms of this Agreement, it shall be relieved of further responsibilities hereunder upon conveyance by it of all of the land being within the PURD to a successor developer, owner and/or to the co-owners of all units of a condominium(s) that may be created on a portion or portions of the PURD. This contract shall be recorded with the Calhoun County Register of Deeds.

WITNESSED BY:

Gail M. Budrow
Gail M. Budrow

Gail M. Budrow
Gail M. Budrow

CITY OF MARSHALL, a Michigan municipal corporation

By: Maurice S. Evans
Maurice S. Evans, City Manager

By: Sue Kelly-Hecht
Sue Kelly-Hecht, Clerk

Brenda L. Leonard
BRENDA L. LEONARD

Timothy B. Powell
TIMOTHY B. POWELL

NORFOLK DEVELOPMENT CORPORATION, a Michigan corporation

By: James A. Franke
JAMES A. FRANKE

Its: PRESIDENT

Each of the undersigned join in the execution of this Open Space Agreement for Planned Unit Residential Development for the sole purpose of agreeing to submit that portion of the property to which they either own in fee simple or otherwise have claim of interest to the restrictions set forth herein.

Jerry D. Clifton

Anita H. Clifton

Mark H. Dressel

Sally Dressel

STATE OF MICHIGAN)
) SS.
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this 18 day of January, 1994, by Maurice S. Evans and Sue Kelly-Hecht, the City Manager and Clerk respectively of the City of Marshall, a Michigan municipal corporation, on behalf of the corporation.

Cassandra K. Heitfeld
Cassandra K. Heitfeld Notary Public, Calhoun County, MI
My commission expires: 10-6-97

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 16th day of AUGUST, 1994, by JAMES A. FRANKE, the PRESIDENT of Norfolk Development Corporation, a Michigan corporation, on behalf of the corporation.

BRENDA L. LEONARD
Notary Public, ~~Lansing~~ Lansing County, MI
My Commission Expires Nov. 25, 1994
Acting in ~~Washington~~ Washington County, MI

Brenda L. Leonard

Notary Public, Lansing County, MI
My commission expires: Nov 28, 1994

STATE OF MICHIGAN)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1994, by Jerry D. Clifton and Anita H. Clifton, husband and wife.

Notary Public, _____ County, MI
My commission expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1994, by Mark H. Dressel and Sally Dressel, husband and wife.

Notary Public, _____ County, MI
My commission expires: _____

Drafted By:
C. Kim Shierk of Dykema Gossett
505 North Woodward Ave.
Bloomfield Hills, Michigan 48304
When recorded return to:

(CKS7585) NORFOLK DEVELOPMENT CORP
6360 JACKSON ROAD #F
ANN ARBOR, MI 48103

EXHIBIT A TO OPEN SPACE AGREEMENT FOR
PLANNED UNIT RESIDENTIAL DEVELOPMENT

Parcel of land in the Southwest 1/4 of Section 24, Town 2 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as: Beginning at a point on the West line of Section 24, Town 2 South, Range 6 West, distant South 00° 06' 18" West, 217.73 feet from the West 1/4 post of said Section 24; thence North 89° 23' 24" East a distance of 452.85 feet; thence South 79° 17' 24" East 184.31 feet; thence South 14° 48' 16" East 39.69 feet; thence North 90° 00' 00" East 64.00 feet; thence North 00° 00' 00" East 35.00 feet; thence North 81° 33' 47" East 197.87 feet; thence South 88° 54' 18" East 429.51 feet to the East line of the West 1/2 of the Southwest 1/4 of said Section 24 as established by the Plat of Woodview Heights, as recorded in Liber 17 of Plats on page 46, Calhoun County Records; thence South 00° 11' 15" West along said East line, 1007.84 feet; thence North 88° 59' 54" West 1331.87 feet to the West line of said Section 24; thence North 00° 06' 18" East along said West Section line, 996.37 feet to the place of beginning;

EXHIBIT B TO OPEN SPACE AGREEMENT FOR
PLANNED UNIT RESIDENTIAL DEVELOPMENT

OPEN SPACE AREA NO. 1

Commencing from the West 1/4 post of Section 24 Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, thence S 00°06'18" W 217.73 feet along the West line of Section 24; thence N 89°23'24" E 43.79 feet for a Point of Beginning; thence N 89°23'24" E 409.06 feet; thence S 79°17'24" E 184.31 feet; thence S 14°48'16" E 39.69 feet; thence S 90°00'00" E 3.39 feet; thence S 00°00'00" E 47.13 feet; thence N 90°00'00" W 54.51 feet; thence N 45°00'11" E 20.24 feet; thence N 07°41'35" W 30.49 feet; thence N 44°59'49" W 55.50 feet; thence N 82°18'03" W 43.06 feet; thence S 45°00'11" W 77.32 feet; thence N 44°59'28" W 78.85 feet; thence N 90°00'00" W 58.88 feet; thence S 45°00'00" W 33.72 feet; thence S 00°00'00" W 29.15 feet; thence S 44°59'51" W 21.21 feet; thence S 00°00'00" W 25.71 feet; thence S 45°02'17" W 23.64 feet; thence N 40°22'01" W 52.00 feet; thence N 77°40'15" W 43.06 feet; thence S 49°37'59" W 75.88 feet; thence N 84°28'38" W 28.74 feet; thence S 49°37'38" W 24.00 feet; thence S 24°05'48" W 46.54 feet; thence S 40°22'22" E 30.01 feet; thence S 49°37'38" W 36.61 feet; thence S 11°45'55" W 77.84 feet; thence S 40°43'10" E 66.18 feet; thence S 62°24'02" W 37.64 feet; thence S 09°42'16" W 65.81 feet; thence S 42°59'30" E 43.06 feet; thence S 80°17'44" E 87.01 feet; thence S 08°31'42" W 79.35 feet; thence S 62°10'13" W 124.24 feet; thence S 07°33'41" E 72.49 feet; thence S 27°49'47" E 34.57 feet; thence S 73°16'27" E 40.98 feet; thence S 27°40'43" E 68.85 feet; thence N 89°49'31" W 120.36 feet; thence N 00°10'20" E 803.49 feet to the point of beginning, containing 2.11 acres of land more or less.

OPEN SPACE AREA NO. 2

Commencing from the West 1/4 post of Section 24 Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, thence S 00°06'18" W 1020.62 feet along the West line of Section 24; thence S 89°49'31" E 601.71 feet for a point of beginning; thence N 58°00'57" E 21.15 feet; thence N 25°17'14" E 18.35 feet; thence N 58°00'57" E 44.00 feet; thence N 31°59'03" W 71.03 feet; thence N 67°10'57" E 44.87 feet; thence N 29°52'43" E 43.06 feet; thence N 22°49'03" W 75.00 feet; thence N 67°10'47" E 52.75 feet; thence N 00°00'00" E 84.67 feet; thence N 90°00'00" E 74.16 feet; thence S 30°24'00" W 148.07 feet; thence S 56°01'23" E 68.47 feet; thence S 32°17'42" W 94.03 feet; thence S 59°24'26" E 177.13 feet; thence N 35°42'33" E 100.42 feet; thence S 80°10'01" E 81.03 feet; thence N 08°01'39" E 71.38 feet; thence N 69°09'05" E 62.09 feet; thence S 46°53'36" E 99.25 feet; thence N 46°27'36" E 63.80 feet; thence S 63°59'42" E 93.50 feet; thence N 25°08'54" E 131.19 feet; thence S 00°11'15" W 221.34 feet along

the west line of "Woodview Heights" (L. 17, P. 46); thence N 89°49'31" W 730.30 feet to the point of beginning, containing 1.91 acres of land more or less.

OPEN SPACE AREA NO. 3

Commencing from the West 1/4 post of Section 24 Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, thence S 00°06'18" W 217.73 feet along the West line of Section 24; thence N 89°23'24" E 452.85 feet; thence S 79°17'24" E 184.31 feet; thence S 14°48'16" E 39.69 feet; thence S 90°00'00" E 64.00 feet for a point of beginning; thence N 00°00'00" E 35.00 feet; thence N 81°33'47" E 197.87 feet; thence S 88°54'18" E 429.42 feet; thence S 00°11'15" W 54.03 feet; thence S 79°08'07" W 136.39 feet; thence N 46°30'15" W 103.80 feet; thence S 43°49'33" W 143.38 feet; thence N 48°50'44" W 120.73 feet; thence S 81°32'53" W 145.74 feet; thence S 49°03'48" W 107.62 feet; thence N 00°00'00" E 68.39 feet to the point of beginning containing 0.89 acres of land more or less.

OPEN SPACE AREA NO. 4

Commencing from the West 1/4 Post of Section 24, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan; thence S 00°06'18" W 1020.62 feet along the West line of Section 24; thence S 89°49'31" E 561.84 feet for a point of beginning; thence S 89°49'31" E 770.17 feet; thence S 00°11'15" W 212.69 feet; thence N 88°59'54" W 769.96 feet; N 00°06'18" E 201.58 feet to the point of beginning, containing 3.66 acres of land more or less.

EXHIBIT C TO OPEN SPACE AGREEMENT FOR
PLANNED UNIT RESIDENTIAL DEVELOPMENT

DENSITY INCREASE (DESCRIPTION LESS OPEN SPACE)

Commencing from the West 1/4 post of Section 24 Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, thence S 00°06'18" W 217.73 feet along the West line of Section 24; thence N 89°23'24" E 452.85 feet; thence S 79°17'24" E 184.31 feet; thence S 14°48'16" E 39.69 feet; thence S 90°00'00" E 3.39 for a point of beginning; thence S 00°00'00" E 47.13 feet; thence N 90°00'00" W 54.51 feet; thence N 45°00'11" E 20.24 feet; thence N 07°41'35" W 30.49 feet; thence N 44°59'49" W 55.50 feet; thence N 82°18'03" W 43.06 feet; thence S 45°00'11" W 77.32 feet; thence N 44°59'28" W 78.85 feet; thence N 90°00'00" W 58.88 feet; thence S 45°00'00" W 33.72 feet; thence S 00°00'00" W 29.15 feet; thence S 44°59'51" W 21.21 feet; thence S 00°00'00" W 25.71 feet; thence S 45°02'17" W 23.64 feet; thence N 40°22'01" W 52.00 feet; thence N 77°40'15" W 43.06 feet; thence S 49°37'59" W 75.88 feet; thence N 84°28'38" W 28.74 feet; thence S 49°37'38" W 24.00 feet; thence S 24°05'48" W 46.54 feet; thence S 40°22'22" E 30.01 feet; thence S 49°37'38" W 36.61 feet; thence S 11°45'55" W 77.84 feet; thence S 40°43'10" E 66.18 feet; thence S 62°24'02" W 37.64 feet; thence S 09°42'16" W 65.81 feet; thence S 42°59'30" E 43.06 feet; thence S 80°17'44" E 87.01 feet; thence S 08°31'42" W 79.35 feet; thence S 62°10'13" W 124.24 feet; thence S 07°33'41" E 72.49 feet; thence S 27°49'47" E 68.85 feet; thence S 73°16'27" E 40.98 feet; thence S 27°40'43" E 68.85 feet; thence N 89°49'31" W 438.51 feet; thence N 58°00'57" E 21.15 feet; thence N 25°17'14" E 18.35 feet; thence N 58°00'57" E 44.00 feet; thence N 31°59'03" W 71.03 feet; thence N 67°10'57" E 44.87 feet; thence N 29°52'43" E 43.06 feet; thence N 22°49'03" W 75.00 feet; thence N 67°10'47" E 52.75 feet; thence N 00°00'00" E 84.67 feet; thence N 90°00'00" E 74.16 feet; thence S 30°24'00" W 148.07 feet; thence S 56°01'23" E 68.47 feet; thence S 32°17'42" W 94.03 feet; thence S 59°24'26" E 177.13 feet; thence N 35°42'33" E 100.42 feet; thence S 80°10'01" E 81.03 feet; thence N 08°01'39" E 71.38 feet; thence N 69°09'05" E 62.09 feet; thence S 46°53'36" E 99.25 feet; thence N 46°27'36" E 63.80 feet; thence S 63°59'42" E 93.50 feet; thence N 25°08'54" E 131.19 feet; thence N 00°11'15" E 519.61 feet along the West boundary of "Woodview Heights (L. 17, Page 46); thence S 79°08'07" W 136.39 feet; thence N 46°30'15" W 103.80 feet; thence S 43°49'33" W 143.38 feet; thence N 48°50'44" W 120.73 feet; thence S 81°32'53" W 145.74 feet; thence S 49°03'48" W 107.62 feet; thence N 00°00'00" E 68.39 feet; thence N 90°00'00" W 60.61 feet to the point of beginning containing 18.62 acres of land more or less.

DISCLOSURE STATEMENT

BREWER WOODS

DEVELOPER

Norfolk Development Corporation
6360 Jackson Road, Suite F
Ann Arbor, Michigan 48103
(313) 996-1550

Brewer Woods is a 23-unit residential condominium which may be further expanded to include a maximum of 65 units at anytime on or before September 6, 2000.

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

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

April 1995

BREWER WOODS
TABLE OF CONTENTS

	<u>Page</u>
I. Introduction	1
II. The Condominium Concept	1
III. Description of the Condominium Project	2
A. Size, Scope and Physical Characteristics of the Project	2
B. Utilities	2
C. Roads	2
D. Reserved Rights of Developer	2
IV. Legal Documentation	5
A. General	5
B. Master Deed	5
C. Bylaws	5
D. Condominium Subdivision Plan	5
V. The Developer and Other Service Organizations	5
A. Developer's Background and Experience	5
B. Broker	5
C. Legal Proceedings Involving the Condominium Project or the Developer	6
VI. Operation and Management of the Condominium Project	6
A. The Condominium Association	6
B. Percentages of Value	6
C. Project Finances	7
D. Condominium Association Management Contract	8
E. Insurance	8
F. Restrictions on Ownership, Occupancy and Use	9
VII. Rights and Obligations as Between Developer and Owners	10
A. Before Closing	10
B. At Closing	11
C. After Closing	11
VIII. Purpose of Disclosure Statement	12

DISCLOSURE STATEMENT

BREWER WOODS

I. Introduction

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the Condominium Act).

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units that are offered for sale.

II. The Condominium Concept

Condominium is a method of subdividing, describing and owning real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents and as otherwise may be applicable to the property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the other components ("common elements") of the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section IV of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements that are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, or, in the case of units added to a project by subsequent amendment to the Master Deed, the year in which such amendment is recorded, real property taxes and assessments are

levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established or in which an amendment adding units is recorded, the taxes and assessments for the units covered by the Master Deed or amendment usually are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to review carefully all of the documents contained in the Brewer Woods Purchaser Information Booklet as well as any other documents that the Developer has delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. Description of the Condominium Project

A. Size, Scope and Physical Characteristics of the Project. Brewer Woods is a 23-unit residential condominium project located off of North Drive in the City of Marshall, Michigan. The project consists of four buildings. Each unit enjoys the use of either a porch or balcony.

B. Utilities. Brewer Woods is served by public water, sanitary and storm sewers, gas, electric and telephone service. Gas service is furnished by Consumers Power and is individually metered to each unit for payment by the co-owner, electricity is furnished by the City of Marshall and telephone service is provided by Michigan Bell Telephone. The costs of maintaining the sanitary and storm sewer systems serving the project, to the extent those systems are located within the project boundaries, will be borne by the Association.

C. Roads. The roads in Brewer Woods will initially be private and will be maintained (including, without limitation, snow removal) by the Association until such time the roads are dedicated to the public. It is anticipated that the roads in the Condominium will be dedicated in phases that correspond to the completion of construction.

D. Reserved Rights of Developer.

(1) Expansion of Project. The Developer has reserved the right to expand the project to no more than 65 units by the addition of land at any time on

or before September 6, 2000. In connection with such expansion, the Developer has reserved the right to define and redefine general or limited common elements as may be necessary to adequately describe and service the expansion land and to change the nature of any common element previously included in the condominium project to achieve the purposes of such expansion, including, but not limited to, the connection of existing roadways and sidewalks to any roadways and sidewalks planned for the expansion land, and to provide access to any condominium units over such roadways and sidewalks.

(2) Convertible Areas. The Developer has reserved the right, at any time on or before September 6, 2000, to reconfigure units and common elements within an area extending 15 feet around each building and to construct buildings and units in convertible areas designated on the condominium subdivision plan.

(3) Improvements and Landscaping. Until all of the units in the project have been sold, no exterior modifications of any type may be made without the Developer's approval.

(4) Conduct of Commercial Activities. The Developer has reserved the right, until all of units in the project have been sold, to maintain the condominium premises a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises as may be reasonable to enable development and sale of the entire project. The Developer is obligated to restore the areas so utilized to habitable status upon termination of use.

(5) Right to Amend. The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose. Any such amendment that would materially alter the rights of an owner or mortgagee may be made only with the approval of 66-2/3% of the owners and first mortgagees. Further, certain provisions of the Master Deed cannot be amended without the Developer's approval.

(6) Easements.

(a) For Maintenance, Repair and Replacement. The Developer has reserved such easements over the condominium project (including all units and

common elements) as may be required to perform any of the Developer's maintenance, repair, decoration or replacement obligations.

(b) For Use of Utilities. The Developer has reserved easements to utilize, tap, tie into, extend and enlarge all utility mains in the project in connection with the exercise of its rights with respect to the expansion of the project or the development of separate projects on the expansion land. The Developer has also reserved the right to grant easements for utilities to appropriate governmental agencies and public utilities.

(c) For Use of Roads. The Developer has reserved easements and rights of use over any roads and walkways in the project for the purpose of ingress and egress to and from all or any portion of the land that hereafter may be added to the project and adjoining property, regardless of how such land ultimately may be used.

(7) Special Assessment. The Condominium is subject to a special assessment used for the construction of certain streets and certain utilities to service the first phase of the development. The Developer will be responsible for the payment of that portion of this assessment as it relates to an individual unit at the time the Developer sells the unit to a purchaser.

(8) Open Space Agreement. In connection with obtaining approval from the City of Marshall to develop the Condominium, the Developer agreed to designate certain areas in the development for open space use and to restrict the construction of improvements on these areas. A copy of the Open Space Agreement is included in the Purchaser Information Agreement and it should be consulted for the specific terms of this restriction.

(9) General. In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

IV. Legal Documentation

A. General. Brewer Woods was established as a condominium project pursuant to the Master Deed recorded in the Calhoun County Records and contained in the Brewer Woods Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

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

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the costs of operating the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

V. The Developer and Other Service Organizations

A. Developer's Background and Experience. The Developer, Norfolk Development Corporation, a Michigan corporation, was formed for the purpose of establishing residential developments throughout Michigan. James A. Franke and Kevin J. Belew, principals of the Developer, have extensive experience developing condominium projects including: Brandon Chase, Burwick Glens and Briar Haven, all located in Howell, Michigan and the neighboring project, Brewer Farms.

B. Broker. The sales agent for the project is ERA Rosemary Davis, Realtors whose address is 210 W. Michigan, Marshall, Michigan 49068. ERA Rosemary Davis, Realtors has been engaged in real estate sales in Michigan since 1978.

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

VI. Operation and Management of the Condominium Project

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

Within 120 days after closing the sales of 25% of the units, one of the directors will be selected by non-developer owners; and within 120 days after closing the sales of 75% of the units, the non-developer owners will elect all of the directors, except that the Developer will have the right to designate at least one director as long as it owns at least 10% of the units in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer owners may elect directors in proportion to the number of units that they own.

Within 120 days after closing the sales of 50% of the units or one year from the date of the first conveyance, whichever first occurs, the Developer must establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual Meeting may be convened any time after 50% of the units have been sold and must be held on or before the expiration of 120 days after 75% of the units have been sold or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the members of the Association will elect directors, and the directors in turn will elect officers for the Association.

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

B. Percentages of Value. All of the units in Brewer Woods have equal percentages of value. The percentage of value assigned to each unit determines, among other things, the value of each co-owner's vote and his share of regular and special Association assessments and of the proceeds of administration of the project.

C. Project Finances.

(1) Budget. Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget was formulated by the Developer and the management agent and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and includes a reserve for major repairs to and replacement of common elements. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer and the management agent. To the extent that estimates prove inaccurate during actual operation and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included as Appendix I to this Disclosure Statement.

(2) Assessments. Each owner of a unit, including the Developer, must contribute to the Association to defray expenses of administration; while the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined. See Article II, Section 2 of the Bylaws. Assessments are based upon the percentages of value assigned to the units. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2 of the Bylaws.

(3) Foreclosure of Lien. The Association has a lien on each unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his unit.

(4) Other Possible Liabilities. Each purchaser is advised of the possible liability of each owner under Section 58 of the Condominium Act:

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

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

D. Condominium Association Management Contract. The Association has entered into a management agreement with Roger Kramer and Associates at a fee as set forth in the budget attached. Professional management is not required by the condominium documents.

E. Insurance.

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

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

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

(3) Flood Zone Certification. The following flood zone certification is found on sheet 3 of the Condominium Subdivision Plan:

THIS ENTIRE TRACT OF LAND IS LOCATED WITHIN ZONE "C" AS DELINEATED ON THE CITY OF MARSHALL NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 260053 0001 B, DATED APRIL 1, 1982 AND ZONE "C" AS DELINEATED ON THE TOWNSHIP OF MARSHALL NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 260642 0010 A, DATE FEBRUARY 11, 1983 AND PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

ZONE "C" IS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS "AREA OF NOMINAL FLOOD HAZARD" AND LIES OUTSIDE OF THE 500 YEAR FLOOD DELINEATION. ZONE "C" IS THE BEST OR LEAST RISK DESIGNATION POSSIBLE.

THE KALAMAZOO RIVER IS AT A NORMAL ELEVATION OF 899 (USGS) - THE LOWEST POINT ON THIS TRACT OF LAND IS 937 (USGS).

Flood insurance is not available for this type of designation.

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

(1) Units are to be used only for single-family residential purposes.

(2) No owner may lease his unit for less than an initial term of six months unless approved by the Association. An owner must disclose his intention to lease a unit and provide a copy of the exact lease form to the Association at least ten days before presenting a lease to a potential lessee. Although it is the Developer's intention to sell all of the units that it owns in the project, it will necessarily require some time for the Developer to achieve this goal. Further, market conditions and other factors beyond the Developer's control may impede the Developer's efforts to complete its sales program and may necessitate the suspension of the sales program from time to time. Accordingly, the Developer hereby notifies all prospective owners that the Developer proposes to lease all unsold units in the project for such terms as may be most compatible with achievement of the Developer's sales program in an effort to keep the project fully occupied throughout the duration of such program. A copy of the Developer's lease form is on file with the Association's records and may be reviewed by the owners during normal business hours.

(3) Household pets, excluding dogs, may be maintained by an owner. Dogs providing assistance to a handicapped person, such as a seeing eye dog, are permitted. Detailed restrictions apply to the maintenance of pets on the premises.

(4) There are substantial limitations upon physical changes which may be made to the common elements and to the units in the condominium, and upon the uses to which the common elements and units may be put.

(5) Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements, without vote of the owners.

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

VII. Rights and Obligations as Between Developer and Owners

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

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

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

C. After Closing.

(1) General. Subsequent to the purchase of the unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

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

VIII. Purpose of Disclosure Statement

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

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

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

(9585)

BREWER WOODS
PROPOSED BUDGET FOR 1995
COVERING 23 UNITS

ADMINISTRATIVE:

Office Supplies	\$ 100
Postage	60
Duplicating	60
Management Fees	3,200
Legal Fees	300
Accounting (Audit) Fees	450
Misc. Administrative	<u>60</u>
	<u>\$4,230</u>

OPERATING EXPENSES:

Electricity	\$ 600
Exterminating	1,200
Rubbish Removal	<u>1,640</u>
	<u>\$3,440</u>

MAINTENANCE AND REPAIRS:

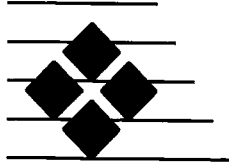
Grounds Maintenance	\$1,600
Lawn Cutting	2,800
Lawn Fertilization	700
Watering Maintenance	500
Snow Removal	3,000
Salt	1,000
Building Maintenance & Supplies	500
Tree & Shrub Maintenance	600
Asphalt Sealcoating	<u>2,000</u>
	<u>\$12,700</u>

INSURANCE AND RESERVES:

Hazard Insurance	\$3,200
Replacement Reserve	<u>2,374</u>
	<u>\$5,574</u>

GRAND TOTAL**\$25,944**

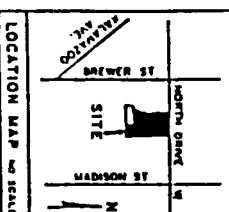
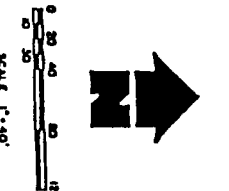
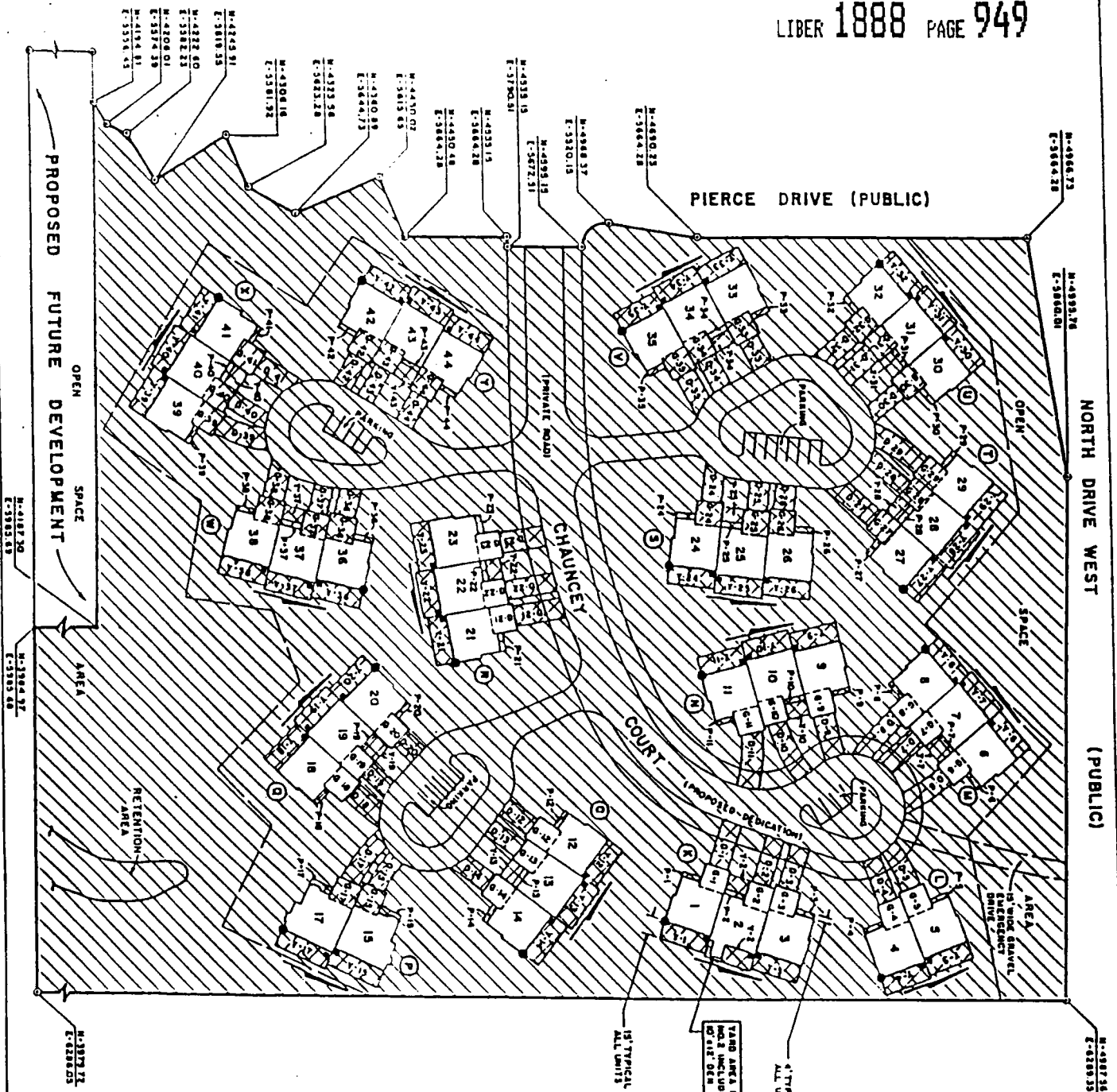
\$94.00 per month x 23 units x 12 months = \$25,944



Kramer-Triad
Management Group, L.L.C.

Ann Arbor • Bingham Farms • Farmington Hills • Rochester Hills • Troy • West Bloomfield • Naples, FL

EXHIBIT "B"
TO THE MASTER DEED



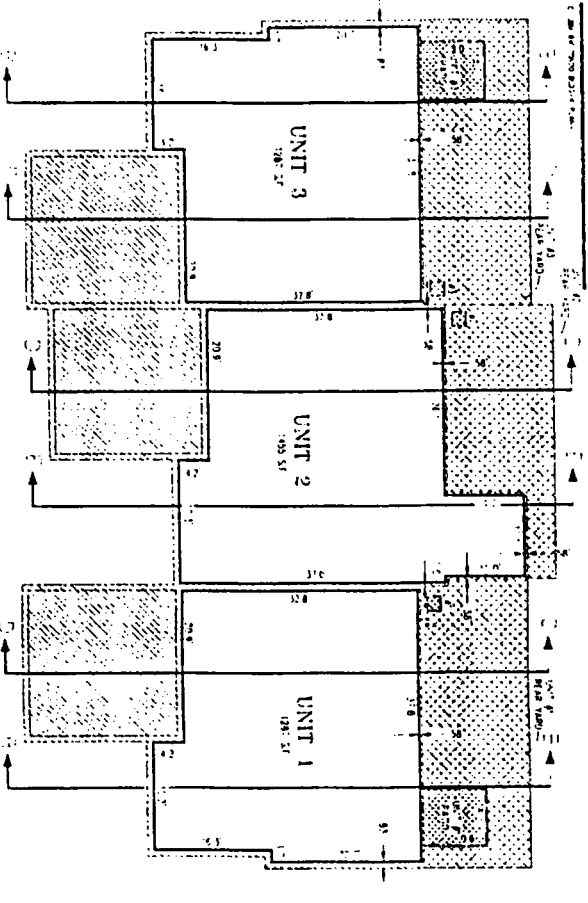
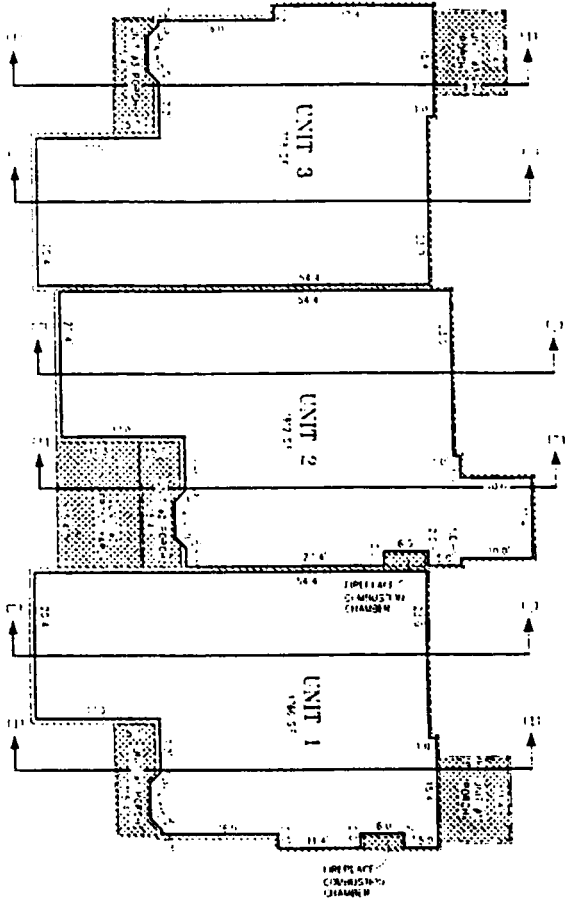
BLOCK	UNITS	UNIT DATA		F.F. ELEV.
		MONTHLY	RENTING	
1	1 THRU 3	4534.89	8329.66	N. 18° 00' 00" E.
2	4 THRU 6	4833.88	8270.91	N. 20° 15' 32" W.
3	7 THRU 9	4889.00	8001.32	N. 43° 45' 10" E.
4	10 THRU 12	4888.22	6023.50	N. 14° 00' 00" W.
5	13 THRU 14	4540.41	6231.27	N. 31° 00' 00" W.
6	15 THRU 16	4543.22	6230.44	N. 23° 00' 00" E.
7	17 THRU 18	4421.88	6016.32	N. 48° 10' 35" W.
8	19 THRU 20	4484.34	6013.11	N. 07° 00' 00" E.
9	21 THRU 22	4833.34	5933.02	N. 07° 00' 00" E.
10	23 THRU 24	4832.10	5933.44	N. 45° 00' 00" E.
11	25 THRU 26	4827.89	5884.98	N. 45° 00' 00" E.
12	27 THRU 28	4828.00	5884.00	N. 32° 00' 00" W.
13	29 THRU 30	4498.31	5714.04	N. 13° 00' 00" E.
14	31 THRU 32	4498.31	5714.04	N. 37° 00' 00" E.
15	33 THRU 34	4413.51	5297.94	N. 30° 00' 00" E.
16	35 THRU 36	4413.51	5297.94	N. 30° 00' 00" E.
17	37 THRU 38	4413.51	5297.94	N. 30° 00' 00" E.
18	39 THRU 40	4413.51	5297.94	N. 30° 00' 00" E.
19	41 THRU 42	4413.51	5297.94	N. 30° 00' 00" E.
20	43 THRU 44	4413.51	5297.94	N. 30° 00' 00" E.

LEGEND
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 BUILDING COORDINATE LOCATION
 BUILDING BEARING DIRECTION

- 1-0 UNIT DESIGNATION
- 2-0 BUILDING DESIGNATION
- 3-0 DRIVEWAY - UNIT ASSIGNMENT
- 4-0 GARAGE - UNIT ASSIGNMENT (GARAGE AREA OWNED BY UNIT)
- 5-0 YARD AREA - UNIT ASSIGNMENT
- 6-0 PONCH - UNIT ASSIGNMENT
- 7-0 AM CONDOMINIUM COMPRESSION

NOTES
 1. CONDOMINIUM NORTH COULDS THIS NORTH.
 2. THE AREA EXTENDING FROM THE REAR OF EACH UNIT AND THE AREA ADJACENT TO THE ADJACENT CENTER UNITS ONE X 12 7.10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 ARE DESIGNATED AS LIMITED COMMON ELEMENT.
 3. ALL UNITS ARE OWNED BY EACH UNIT.
 4. GARAGES ARE OWNED BY EACH UNIT.
 5. ALL UNASSIGNED PARKING IS DESIGNATED AS GENERAL COMMON ELEMENT.
 6. DRIVEWAYS WILL BE SHOWN ON ASSESSMENT DRAWINGS.
 7. UNITS 1 THRU 11 (BLOCKS 1, 2 & 3) MUST BE BUILT.
 8. UNITS 12 THRU 16 (BLOCKS 4 & 5) MUST BE BUILT.
 9. UNITS 17 THRU 20 (BLOCKS 6, 7 & 8) MUST BE BUILT.
 10. UNIT 19 HAS BEEN INTERNATIONALLY DELETED REFER TO MASTER DEED.

8-26-96
 PROPOSED
BREWER WOODS
 SITE PLAN
 ELMETT VOZNIAN
 Civil Engineering & Surveying
 1000 West 10th Street
 Anchorage, Alaska 99501
 4



DATE: 08/18/94
 9:50
 1420

NOTES:

- 1. SEE PLAN FOR ALL DIMENSIONS.
- 2. SEE PLAN FOR ALL FINISHES.
- 3. SEE PLAN FOR ALL MATERIALS.
- 4. SEE PLAN FOR ALL DETAILS.
- 5. SEE PLAN FOR ALL NOTES.

SCALE: 1/8" = 1'-0"

J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. DAVENPORT STREET, SUITE 1519
 DENVER, COLORADO 80202



411 5
 drawn: [unclear]
 date: 08/18/94

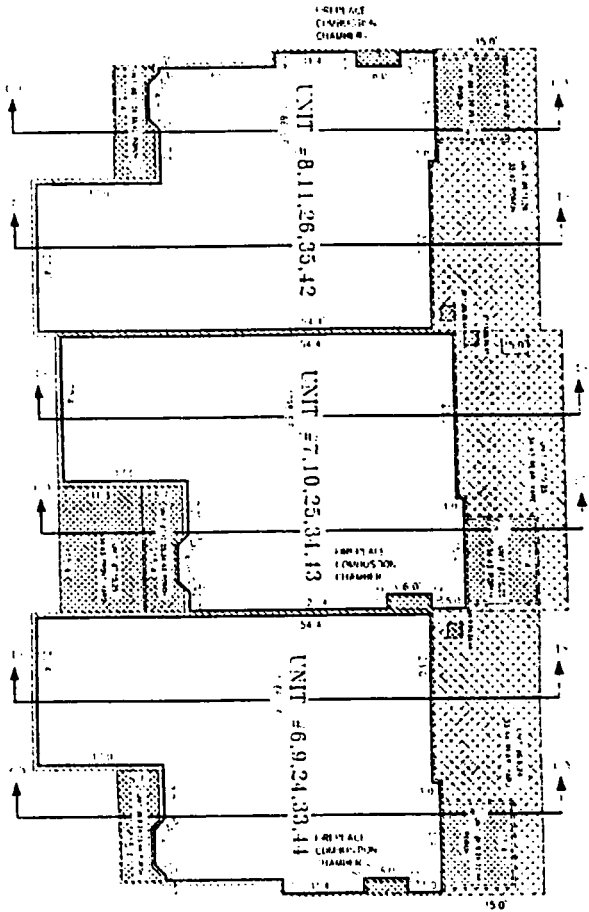
PERMITS:
 07/11/94
 08/18/94
 09/02/94
 09/03/94
 09/08/94

J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. Davenport Suite 1519 Ann Arbor MI 48104 313/338-1500

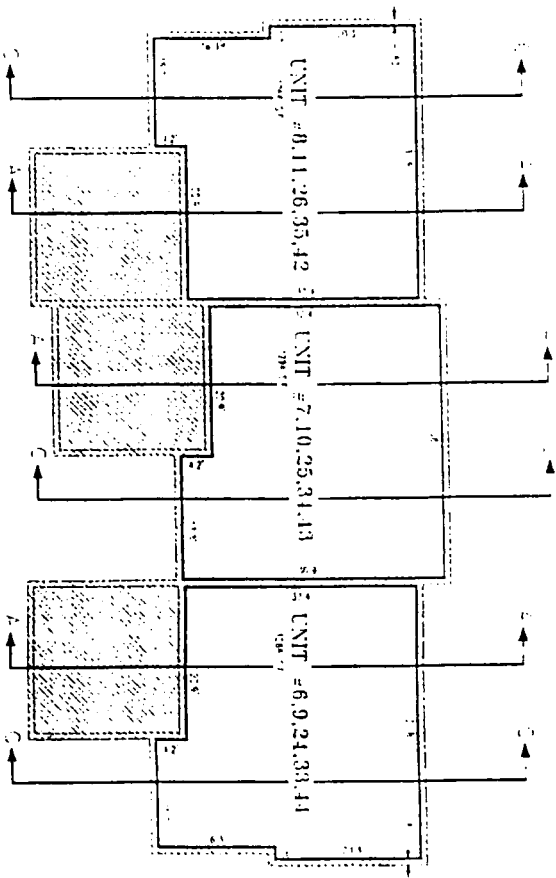
BREWER WOODS
 BUILDING K
 UNITS #1-3
 FLOOR PLANS

© Copyright 1995





FIRST FLOOR PLAN



FOUNDATION PLAN

NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	GENERAL CONTRACTOR	1	908.9	908.9
2	FOUNDATION	1	25.0	25.0
3	CONCRETE	1	25.0	25.0
4	STEEL	1	25.0	25.0
5	PAINT	1	25.0	25.0
6	PLUMBING	1	25.0	25.0
7	ELECTRICAL	1	25.0	25.0
8	MECHANICAL	1	25.0	25.0
9	LANDSCAPE	1	25.0	25.0
10	INSULATION	1	25.0	25.0
11	GLASS	1	25.0	25.0
12	CEILING	1	25.0	25.0
13	FLOORING	1	25.0	25.0
14	WALLS	1	25.0	25.0
15	ROOFING	1	25.0	25.0
16	MECHANICAL	1	25.0	25.0
17	ELECTRICAL	1	25.0	25.0
18	PLUMBING	1	25.0	25.0
19	PAINT	1	25.0	25.0
20	CONCRETE	1	25.0	25.0
21	STEEL	1	25.0	25.0
22	GLASS	1	25.0	25.0
23	CEILING	1	25.0	25.0
24	FLOORING	1	25.0	25.0
25	WALLS	1	25.0	25.0
26	ROOFING	1	25.0	25.0
27	MECHANICAL	1	25.0	25.0
28	ELECTRICAL	1	25.0	25.0
29	PLUMBING	1	25.0	25.0
30	PAINT	1	25.0	25.0
31	CONCRETE	1	25.0	25.0
32	STEEL	1	25.0	25.0
33	GLASS	1	25.0	25.0
34	CEILING	1	25.0	25.0
35	FLOORING	1	25.0	25.0
36	WALLS	1	25.0	25.0
37	ROOFING	1	25.0	25.0
38	MECHANICAL	1	25.0	25.0
39	ELECTRICAL	1	25.0	25.0
40	PLUMBING	1	25.0	25.0
41	PAINT	1	25.0	25.0
42	CONCRETE	1	25.0	25.0
43	STEEL	1	25.0	25.0
44	GLASS	1	25.0	25.0
45	CEILING	1	25.0	25.0
46	FLOORING	1	25.0	25.0
47	WALLS	1	25.0	25.0
48	ROOFING	1	25.0	25.0
49	MECHANICAL	1	25.0	25.0
50	ELECTRICAL	1	25.0	25.0
51	PLUMBING	1	25.0	25.0
52	PAINT	1	25.0	25.0
53	CONCRETE	1	25.0	25.0
54	STEEL	1	25.0	25.0
55	GLASS	1	25.0	25.0
56	CEILING	1	25.0	25.0
57	FLOORING	1	25.0	25.0
58	WALLS	1	25.0	25.0
59	ROOFING	1	25.0	25.0
60	MECHANICAL	1	25.0	25.0
61	ELECTRICAL	1	25.0	25.0
62	PLUMBING	1	25.0	25.0
63	PAINT	1	25.0	25.0
64	CONCRETE	1	25.0	25.0
65	STEEL	1	25.0	25.0
66	GLASS	1	25.0	25.0
67	CEILING	1	25.0	25.0
68	FLOORING	1	25.0	25.0
69	WALLS	1	25.0	25.0
70	ROOFING	1	25.0	25.0
71	MECHANICAL	1	25.0	25.0
72	ELECTRICAL	1	25.0	25.0
73	PLUMBING	1	25.0	25.0
74	PAINT	1	25.0	25.0
75	CONCRETE	1	25.0	25.0
76	STEEL	1	25.0	25.0
77	GLASS	1	25.0	25.0
78	CEILING	1	25.0	25.0
79	FLOORING	1	25.0	25.0
80	WALLS	1	25.0	25.0
81	ROOFING	1	25.0	25.0
82	MECHANICAL	1	25.0	25.0
83	ELECTRICAL	1	25.0	25.0
84	PLUMBING	1	25.0	25.0
85	PAINT	1	25.0	25.0
86	CONCRETE	1	25.0	25.0
87	STEEL	1	25.0	25.0
88	GLASS	1	25.0	25.0
89	CEILING	1	25.0	25.0
90	FLOORING	1	25.0	25.0
91	WALLS	1	25.0	25.0
92	ROOFING	1	25.0	25.0
93	MECHANICAL	1	25.0	25.0
94	ELECTRICAL	1	25.0	25.0
95	PLUMBING	1	25.0	25.0
96	PAINT	1	25.0	25.0
97	CONCRETE	1	25.0	25.0
98	STEEL	1	25.0	25.0
99	GLASS	1	25.0	25.0
100	CEILING	1	25.0	25.0

SCALE: 1/8" = 1'-0"

BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. DEXTER ST. SUITE 1510
 CHICAGO, ILLINOIS 60604
 TEL: 312-527-1500

UNIT 16, 18, 35, 44
 UNIT 17, 19, 36, 42, 43, 44



drawn and sealed
 date 04-28-74
 SHEET 7

job 93405

PERMITS
 27/11/84
 24/12/85
 27/03/86
 08/16/86
 BNC

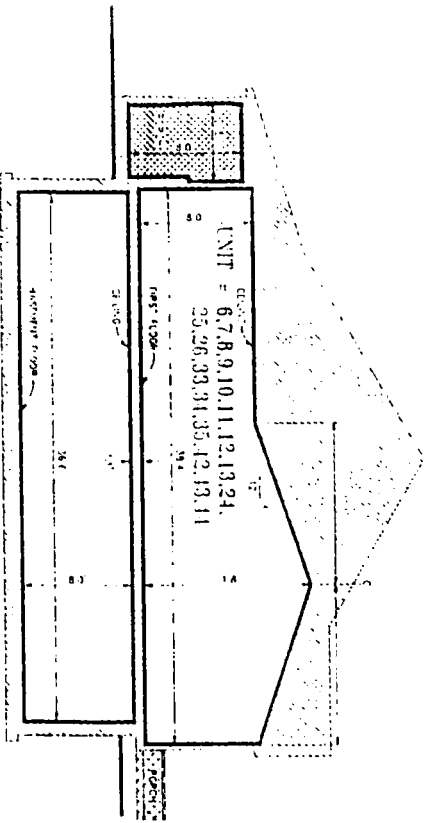
J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S. DEXTER ST. SUITE 1510 CHICAGO, ILL. 60604 312/527-1500

BREWER WOODS BUILDING M.S.V.V.
 UNITS #6-11, 24-26, 33-35, 42-44
 FLOOR PLANS

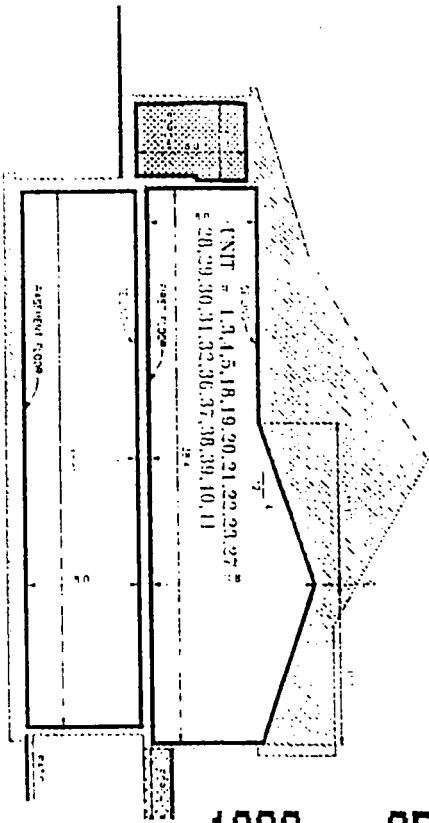
Copyright 1996



SECTION C

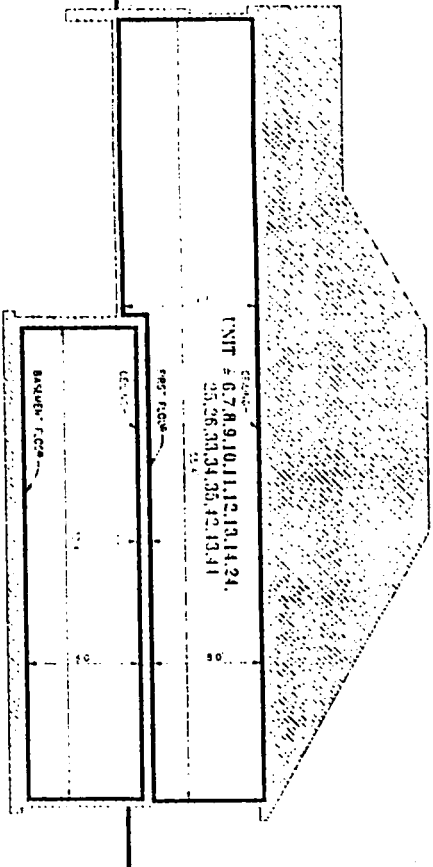


SECTION B



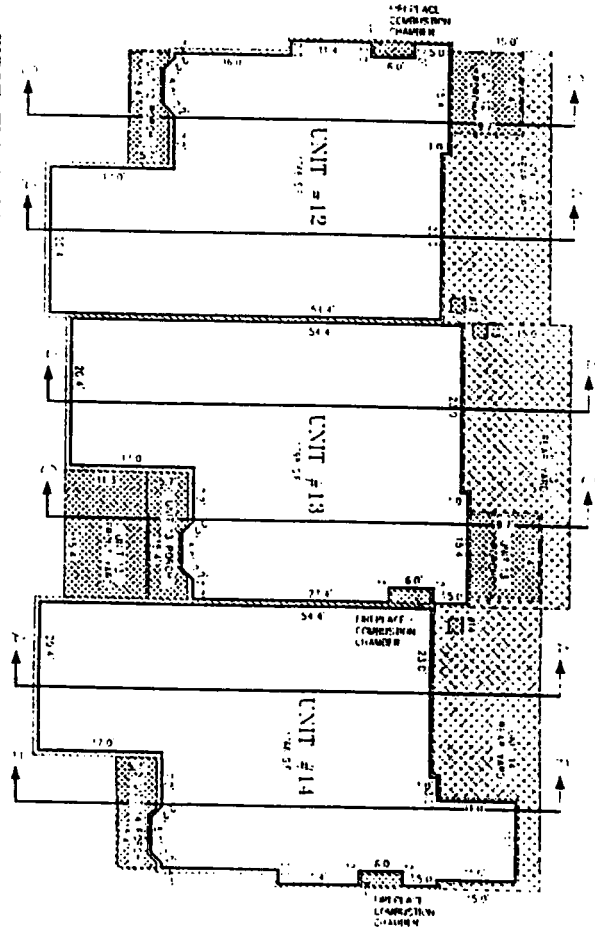
LIBER 1888 PAGE 953

SECTION A

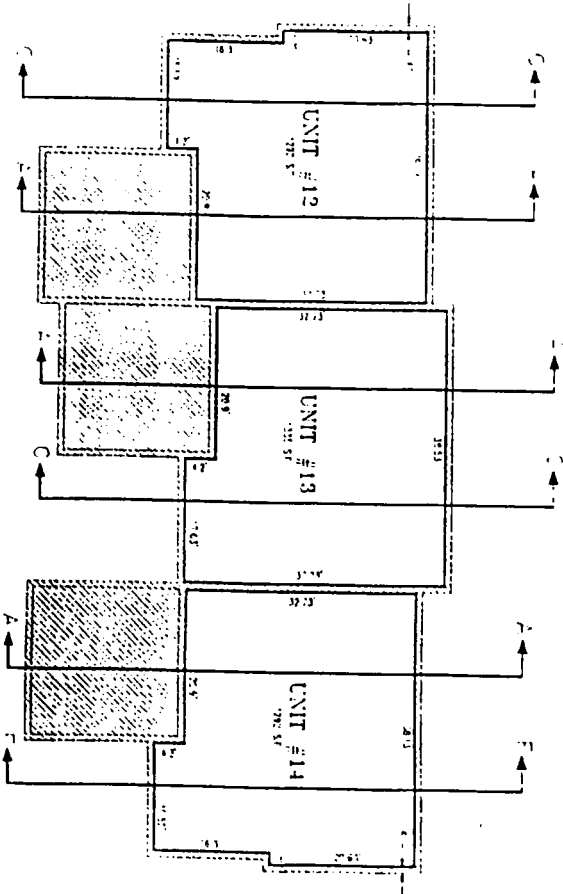


SCALE: 1/4" = 1'-0"
 1/8" = 1'-0"
 1/16" = 1'-0"
 1/32" = 1'-0"
 1/64" = 1'-0"
 1/128" = 1'-0"
 1/256" = 1'-0"
 1/512" = 1'-0"
 1/1024" = 1'-0"
 1/2048" = 1'-0"
 1/4096" = 1'-0"
 1/8192" = 1'-0"
 1/16384" = 1'-0"
 1/32768" = 1'-0"
 1/65536" = 1'-0"
 1/131072" = 1'-0"
 1/262144" = 1'-0"
 1/524288" = 1'-0"
 1/1048576" = 1'-0"
 1/2097152" = 1'-0"
 1/4194304" = 1'-0"
 1/8388608" = 1'-0"
 1/16777216" = 1'-0"
 1/33554432" = 1'-0"
 1/67108864" = 1'-0"
 1/134217728" = 1'-0"
 1/268435456" = 1'-0"
 1/536870912" = 1'-0"
 1/1073741824" = 1'-0"
 1/2147483648" = 1'-0"
 1/4294967296" = 1'-0"
 1/8589934592" = 1'-0"
 1/17179869184" = 1'-0"
 1/34359738368" = 1'-0"
 1/68719476736" = 1'-0"
 1/137438953472" = 1'-0"
 1/274877906944" = 1'-0"
 1/549755813888" = 1'-0"
 1/1099511627776" = 1'-0"
 1/2199023255552" = 1'-0"
 1/4398046511104" = 1'-0"
 1/8796093022208" = 1'-0"
 1/17592186044416" = 1'-0"
 1/35184372088832" = 1'-0"
 1/70368744177664" = 1'-0"
 1/140737488355328" = 1'-0"
 1/281474976710656" = 1'-0"
 1/562949953421312" = 1'-0"
 1/1125899906842624" = 1'-0"
 1/2251799813685248" = 1'-0"
 1/4503599627370496" = 1'-0"
 1/9007199254740992" = 1'-0"
 1/18014398509481984" = 1'-0"
 1/36028797018963968" = 1'-0"
 1/72057594037927936" = 1'-0"
 1/144115188075855872" = 1'-0"
 1/288230376151711744" = 1'-0"
 1/576460752303423488" = 1'-0"
 1/1152921504606846976" = 1'-0"
 1/2305843009213693952" = 1'-0"
 1/4611686018427387904" = 1'-0"
 1/9223372036854775808" = 1'-0"
 1/18446744073709551616" = 1'-0"
 1/36893488147419103232" = 1'-0"
 1/73786976294838206464" = 1'-0"
 1/147573952589676412928" = 1'-0"
 1/295147905179352825856" = 1'-0"
 1/590295810358705651712" = 1'-0"
 1/1180591620717411303424" = 1'-0"
 1/2361183241434822606848" = 1'-0"
 1/4722366482869645213696" = 1'-0"
 1/9444732965739290427392" = 1'-0"
 1/18889465931478580854784" = 1'-0"
 1/37778931862957161709568" = 1'-0"
 1/75557863725914323419136" = 1'-0"
 1/151115727451828646838272" = 1'-0"
 1/302231454903657293676544" = 1'-0"
 1/604462909807314587353088" = 1'-0"
 1/1208925819614629174706176" = 1'-0"
 1/2417851639229258349412352" = 1'-0"
 1/4835703278458516698824672" = 1'-0"
 1/9671406556917033397649344" = 1'-0"
 1/19342813113834066795298688" = 1'-0"
 1/38685626227668133590597376" = 1'-0"
 1/77371252455336267181194752" = 1'-0"
 1/15474250491067253436238944" = 1'-0"
 1/30948500982134506872477888" = 1'-0"
 1/61897001964269013744955776" = 1'-0"
 1/123794003928538027489915552" = 1'-0"
 1/247588007857076054979831104" = 1'-0"
 1/495176015714152109959662208" = 1'-0"
 1/990352031428304219919324416" = 1'-0"
 1/1980704062856608439838688384" = 1'-0"
 1/3961408125713216879677376768" = 1'-0"
 1/7922816251426433759354753536" = 1'-0"
 1/15845632502852867518709507072" = 1'-0"
 1/31691265005705735037419014144" = 1'-0"
 1/63382530011411470074838028288" = 1'-0"
 1/126765060022822940149676056576" = 1'-0"
 1/253530120045645880299352113152" = 1'-0"
 1/507060240091291760598704226304" = 1'-0"
 1/1014120480182583521197408452608" = 1'-0"
 1/2028240960365167042394816953216" = 1'-0"
 1/4056481920730334084789633906432" = 1'-0"
 1/8112963841460668169579177812864" = 1'-0"
 1/1622592768322133733915835625728" = 1'-0"
 1/3245185536644267467831671251456" = 1'-0"
 1/6490371073288534935663342502912" = 1'-0"
 1/12980742146570699871326686005824" = 1'-0"
 1/25961484293141399742653372011648" = 1'-0"
 1/51922968586282799485306744023296" = 1'-0"
 1/10384593717256559897061348846592" = 1'-0"
 1/20769187434513119794122697693184" = 1'-0"
 1/41538374869026239588245395383776" = 1'-0"
 1/83076749738052479176490790767552" = 1'-0"
 1/16615349947610494835298158135104" = 1'-0"
 1/33230699895220989670596316270208" = 1'-0"
 1/66461399790441979341192632540416" = 1'-0"
 1/13292279958088395882238526088832" = 1'-0"
 1/26584559916176791764477052177664" = 1'-0"
 1/53169119832353583528954104355328" = 1'-0"
 1/106338239664707167057908207110656" = 1'-0"
 1/212676479329414334115816441421312" = 1'-0"
 1/425352958658828668231632828842624" = 1'-0"
 1/850705917317657336463265657695248" = 1'-0"
 1/170141183463531467292653131538496" = 1'-0"
 1/340282366927062934585306263076992" = 1'-0"
 1/680564733854125869170612606153984" = 1'-0"
 1/1361129467708251738341224212307808" = 1'-0"
 1/2722258935416503476682448424615616" = 1'-0"
 1/5444517870833006953364896849231232" = 1'-0"
 1/10889035741666013906729793698462464" = 1'-0"
 1/2177807148333202781345958739772528" = 1'-0"
 1/4355614296666405562691917479545152" = 1'-0"
 1/8711228593332811125383834959090304" = 1'-0"
 1/1742245718666562250676766991818048" = 1'-0"
 1/3484491437333124501353533983636096" = 1'-0"
 1/6968982874666249002707067967272192" = 1'-0"
 1/1393796574933249800541413534454384" = 1'-0"
 1/2787593149866499601082827068908768" = 1'-0"
 1/5575186299732999202165654137817536" = 1'-0"
 1/1115037259946599840433130867555072" = 1'-0"
 1/223007451989319968086626173511104" = 1'-0"
 1/44601490397863993617325234702208" = 1'-0"
 1/89202980795727987234650469404416" = 1'-0"
 1/178405961591455974469300918808832" = 1'-0"
 1/356811923182911949338601937617664" = 1'-0"
 1/713623846365823898677203875235296" = 1'-0"
 1/142724769273164779735440775047152" = 1'-0"
 1/285449538546329559470881500094304" = 1'-0"
 1/570899077092659118940173000188608" = 1'-0"
 1/114179815418531823780346000377216" = 1'-0"
 1/228359630837063647560692000754432" = 1'-0"
 1/456719261674127295121384001508864" = 1'-0"
 1/913438523348254590242768003017328" = 1'-0"
 1/1826877046696509180485536006034656" = 1'-0"
 1/3653754093393018360971072012069312" = 1'-0"
 1/7307508186786036721942144024138624" = 1'-0"
 1/1461501637357207344388428848277248" = 1'-0"
 1/292300327471441468877685776554496" = 1'-0"
 1/584600654942882937755371553108992" = 1'-0"
 1/1169201309885765875510743062177984" = 1'-0"
 1/2338402619771531751021486124355968" = 1'-0"
 1/46768052395430635020429724887119136" = 1'-0"
 1/9353610479086127004085944977423824" = 1'-0"
 1/1870722095817225400817189995484672" = 1'-0"
 1/3741444191634450801635379990969344" = 1'-0"
 1/7482888383268901603270759981938688" = 1'-0"
 1/14965776766537803206541519963877376" = 1'-0"
 1/2993155353307560641308303992775472" = 1'-0"
 1/5986310706615121282616607985550944" = 1'-0"
 1/11972621413230242565233215971101888" = 1'-0"
 1/23945242826460485130466431942203776" = 1'-0"
 1/47890485652920970260932863884407552" = 1'-0"
 1/95780971305841940521865727768151104" = 1'-0"
 1/191561942611683801037331455536302208" = 1'-0"
 1/383123885223367602074662911072444416" = 1'-0"
 1/766247770446735204149325822144888832" = 1'-0"
 1/153249554089347040829865164429777664" = 1'-0"
 1/306499108178694081659730328859555328" = 1'-0"
 1/612998216357388163319460657719110656" = 1'-0"
 1/122599643271477632663891315438221312" = 1'-0"
 1/245199286542955265327782630876442624" = 1'-0"
 1/49039857308591053065556526175285248" = 1'-0"
 1/98079714617182106131113052350574976" = 1'-0"
 1/19615942934376421226222610470114992" = 1'-0"
 1/3923188586875284245244522094022984" = 1'-0"
 1/7846377173750568490489044188045968" = 1'-0"
 1/156927543475011368097780883660911936" = 1'-0"
 1/313855086950022736195561771332038784" = 1'-0"
 1/627710173900045472391123542664075568" = 1'-0"
 1/1255420347800090944782247085328151136" = 1'-0"
 1/2510840695600181889564494170656302272" = 1'-0"
 1/50216813912003637791289884141320444448" = 1'-0"
 1/1004336278240072755825797682826088896" = 1'-0"
 1/2008672576480145511651595365652177792" = 1'-0"
 1/4017345152960291023303190731304355584" = 1'-0"
 1/80346903059205820466063814626087111168" = 1'-0"
 1/160693806184411640932127629252172336" = 1'-0"
 1/321387612368823281864255258504344672" = 1'-0"
 1/642775224737646563728510517008689344" = 1'-0"
 1/128555044947529312745702034017173888" = 1'-0"
 1/257110089895058625491404068034347776" = 1'-0"
 1/514220179790117250982808136068695552" = 1'-0"
 1/1028440395820234501965616272137391104" = 1'-0"
 1/2056880791640469003931232444274782208" = 1'-0"
 1/4113761583280938007862464888549564512" = 1'-0"
 1/8227523166561876015724929771099128832" = 1'-0"
 1/16455046331123540031448955442198257664" = 1'-0"
 1/32910092662247080062897910884396515328" = 1'-0"
 1/65820185324494160125795821768710710656" = 1'-0"
 1/131640370648982320251591635377421423104" = 1'-0"
 1/26328074129796464050318327075484286208" = 1'-0"
 1/526561482595929281006366541509697124416" = 1'-0"
 1/10531229659185856020127309080194248832" = 1'-0"
 1/21062459318371712040254618160388969664" = 1'-0"
 1/421249186367434240805092363207779328" = 1'-0"
 1/842498372734868481610184726415554656" = 1'-0"
 1/16849967454697369632203694528311111104" = 1'-0"
 1/3369993490939473926440738905622222208" = 1'-0"
 1/67399869818789478528814778112444444416" = 1'-0"
 1/13479973963757895705763555622488888832" = 1'-0"
 1/2695994792751579141155111044497777664" = 1'-0"
 1/53919895855031582823102208899555552" = 1'-0"
 1/1078397917100631656462044177991111104" = 1'-0"
 1/215679583420126331292408835598222208" = 1'-0"
 1/431359166840252662584817671196444416" = 1'-0"
 1/862718333680505325169635342392888832" = 1'-0"
 1/1725436667361010650339270684785777664" = 1'-0"
 1/345087333472202130067844136957155552" = 1'-0"
 1/690174666944404260135696273914311104" = 1'-0"
 1/138034933388880852027139254782822208" = 1'-0"
 1/276069866777761704054275091656444416" = 1'-0"
 1/552139733555523408108550183312888832" = 1'-0"
 1/1104279467111046816177100366625777664" = 1'-0"
 1/22085589342220936323542007332555552" = 1'-0"
 1/441711786844418726470880146651111104" = 1'-0"
 1/88342357368883745284177632131222208" = 1'-0"
 1/176684714777767485683554642624444416" = 1'-0"
 1/353369429555534971367109285248888832" = 1'-0"
 1/706738859111069942733418450497777664" = 1'-0"
 1/14134777182221398846683690099955552" = 1'-0"
 1/282695543644427976933678181999111104" = 1'-0"
 1/56539108728885595386735636399822208" = 1'-0"
 1/113078217457711190773472707996444416" = 1'-0"
 1/226156434915422381546945435992888832" = 1'-0"
 1/452312869830844763093890871995777664" = 1'-0"
 1/90462573966168952618778174399155552" = 1'-0"
 1/180925147932337905237556348798311104" = 1'-0"
 1/36185029586467581047511267959662208" = 1'-0"
 1/723700591729351620950225559193244416" = 1'-0"
 1/1447401183458703241900451118386488832" = 1'-0"
 1/2894802366917406483800902236772977664" = 1'-0"
 1/578960473383481296760180447354595552" = 1'-0"
 1/115792094676696253552036089470911104" = 1'-0"
 1/231584189353392507104072178941822208" = 1'-0"
 1/463168378706785014208144357883644416" = 1'-0"
 1/926336757413570028416871557767288832" = 1'-0"
 1/1852673514267140056833774115555552" = 1'-0"
 1/3705347028534280113667548231111104" = 1'-0"
 1/741069405706856022733508462222208" = 1'-0"
 1/1482138811337112044667016944444416" = 1'-0"
 1/296427762267422408933403388888832" = 1'-0"
 1/592855524534844817866806777777664" = 1'-0"
 1/118571104906968963733361355555552" = 1'-0"
 1/237142209813937927466722711111104" = 1'-0"
 1/474284419627875854933445422222208" = 1'-0"
 1/9485688392557517098668888444444416" = 1'-0"
 1/18971376785115034193337776888888832" = 1'-0"
 1/3794275357023006838667555377777664" = 1'-0"
 1/758855071404601367733511155555552" = 1'-0"
 1/151771014280920273546622231111104" = 1'-0"
 1/303542028561840547093244462222208" = 1'-0"
 1/6070840571236810941864889244444416" = 1'-0"
 1/1214168114247616188372978488888832" = 1'-0"
 1/2428336228495232376745956977777664" = 1'-0"
 1/485667245699046475349111355555552" = 1'-0"
 1/97133449139809295069822271111104

FIRST FLOOR PLAN



FOUNDATION PLAN



NO.	DATE	DESCRIPTION
1	10/15/96	ISSUED FOR PERMITS
2	10/15/96	ISSUED FOR PERMITS
3	10/15/96	ISSUED FOR PERMITS
4	10/15/96	ISSUED FOR PERMITS

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

J. BRADLEY MOORE & ASSOCIATES
 ARCHITECTS
 217 S. DEAN STREET
 CHICAGO, ILL. 60604
 (312) 321-1000



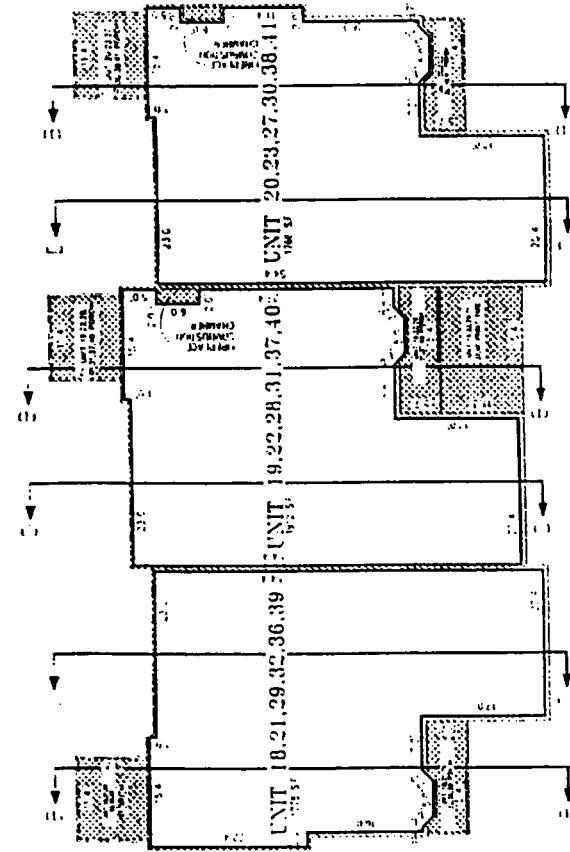
drawn by: [blank]
 date: 10/15/96
 sheet 10

job 93405
 PERMITS
 DWG
 10/15/96

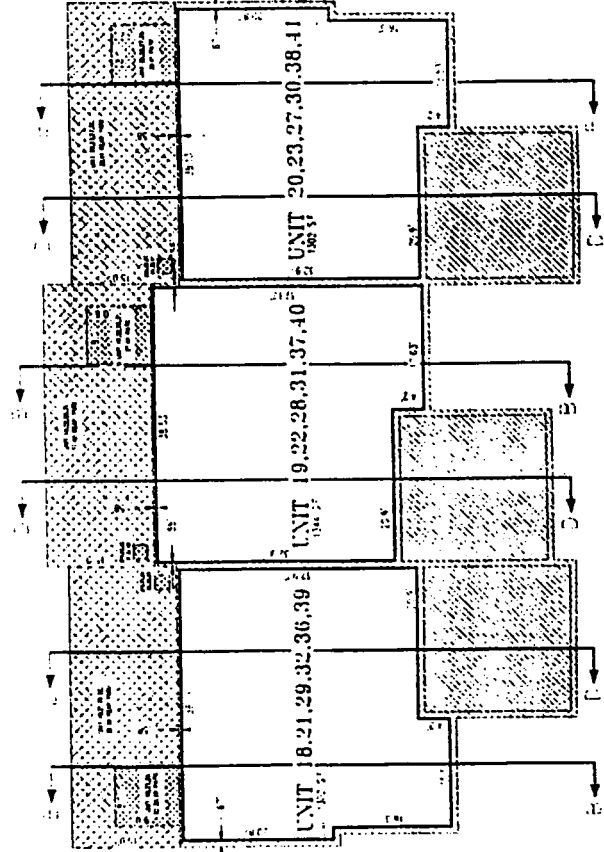
J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
 217 S. DEAN STREET, SUITE 1510 ANN ARBOR MI 48106 313/939-1500

BREWER WOODS
 UNITS #12-14
 FLOOR PLANS





FIRST FLOOR PLAN



FOUNDATION PLAN

UNIT	FLOOR	AREA	PERMITS	DATE
18	1	1,247.5	Q	10/15/96
19	1	1,247.5	Q	10/15/96
20	1	1,247.5	Q	10/15/96
21	1	1,247.5	Q	10/15/96
22	1	1,247.5	Q	10/15/96
23	1	1,247.5	Q	10/15/96
24	1	1,247.5	Q	10/15/96
25	1	1,247.5	Q	10/15/96
26	1	1,247.5	Q	10/15/96
27	1	1,247.5	Q	10/15/96
28	1	1,247.5	Q	10/15/96
29	1	1,247.5	Q	10/15/96
30	1	1,247.5	Q	10/15/96
31	1	1,247.5	Q	10/15/96
32	1	1,247.5	Q	10/15/96
33	1	1,247.5	Q	10/15/96
34	1	1,247.5	Q	10/15/96
35	1	1,247.5	Q	10/15/96
36	1	1,247.5	Q	10/15/96
37	1	1,247.5	Q	10/15/96
38	1	1,247.5	Q	10/15/96
39	1	1,247.5	Q	10/15/96
40	1	1,247.5	Q	10/15/96
41	1	1,247.5	Q	10/15/96

GENERAL NOTES:
 1. ALL DIMENSIONS ARE IN FEET.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

SCALE: 1/8" = 1'-0"
 PREPARED BY: J. BRADLEY MOORE
 CHECKED BY: J. BRADLEY MOORE
 DATE: 10/15/96
 PROJECT: BREWER WOODS UNITS #18-23, 27-30, 38-41
 117 S. BIRCHWOOD DRIVE, ANN ARBOR, MI 48106-1500



© Copyright 1996

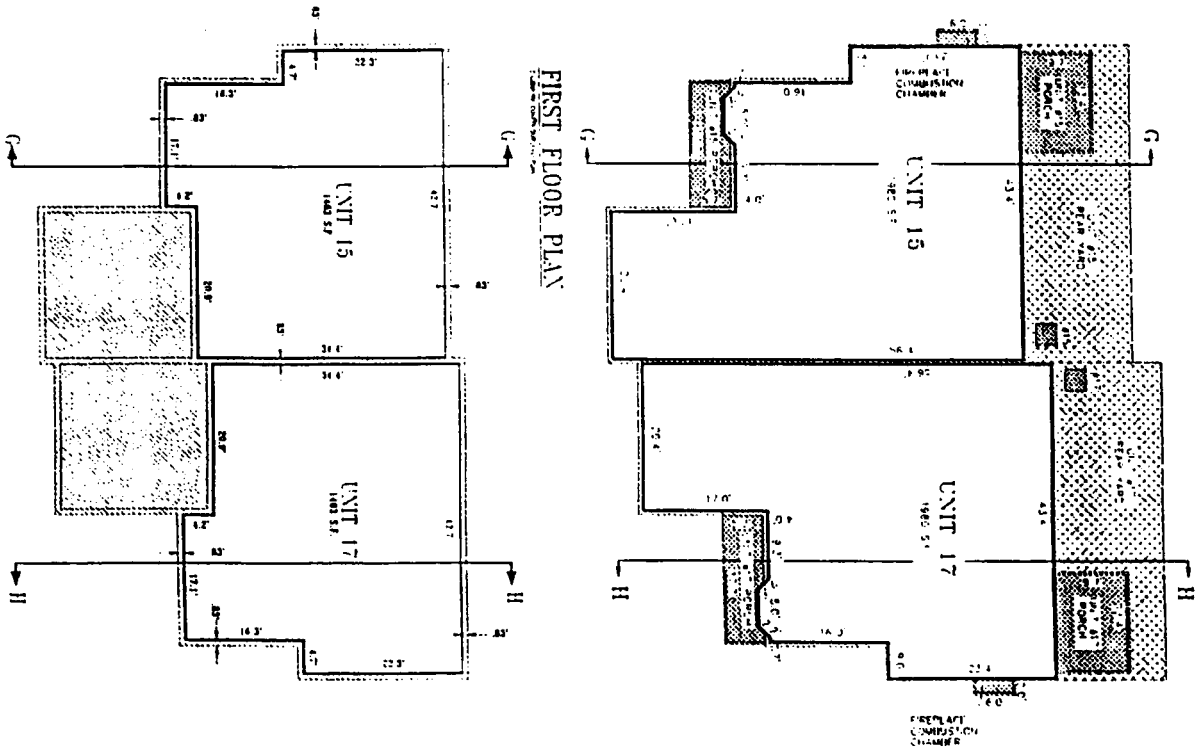
BREWER WOODS
 UNITS #18-23, 27-30, 38-41

J. BRADLEY MOORE
 & ASSOCIATES ARCHITECTS
 117 S. BIRCHWOOD DRIVE, ANN ARBOR, MI 48106-1500

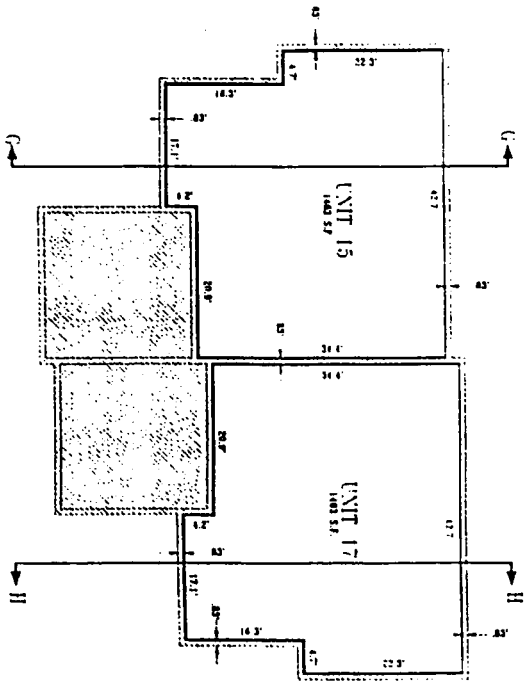
PROFESSIONAL ENGINEER
 STATE OF MICHIGAN
 LICENSE NO. 93405

JOB NO. 93405
 DRAWN BY: J. BRADLEY MOORE
 DATE: 10/15/96
 SHEET NO. 11

FIRST FLOOR PLAN



FOUNDATION PLAN



LEGEND

- EXTERIOR COMMON WALL
- INTERIOR COMMON WALL
- FIRE ESCAPE CHAMBER
- FIRE ESCAPE STAIRS
- FIRE ESCAPE DOOR
- FIRE ESCAPE WINDOW
- FIRE ESCAPE DOOR FRAME
- FIRE ESCAPE WINDOW FRAME
- FIRE ESCAPE DOOR FRAME
- FIRE ESCAPE WINDOW FRAME

ALL WALLS ARE 4" THICK UNLESS NOTED OTHERWISE.
 ALL DOORWAYS ARE 4" HIGH.
 UNITS 15, 17 SHALL BE SET IN THE FOUNDATION.

PROPOSED DATE: 8-15-78

SCALE: 1/8" = 1'-0"

J. BRADLEY MOORE & ASSOCIATES ARCHITECTS

317 S. DRYDEN SUITE 1510 TAM ARBOR MI 48104 313/7930-1500



job 33405
 date 8/15/78
 sheet 12

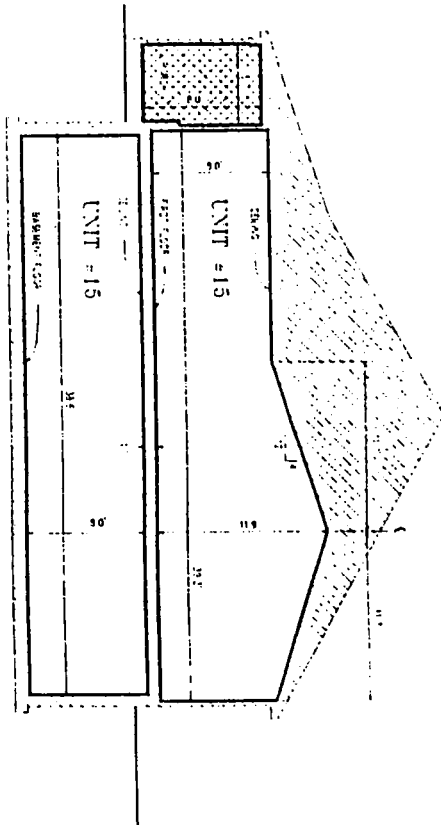
PREPARED BY: JBM
 DATE: 8/15/78

J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S Dryden Suite 1510 Tam Arbor MI 48104 313/7930-1500

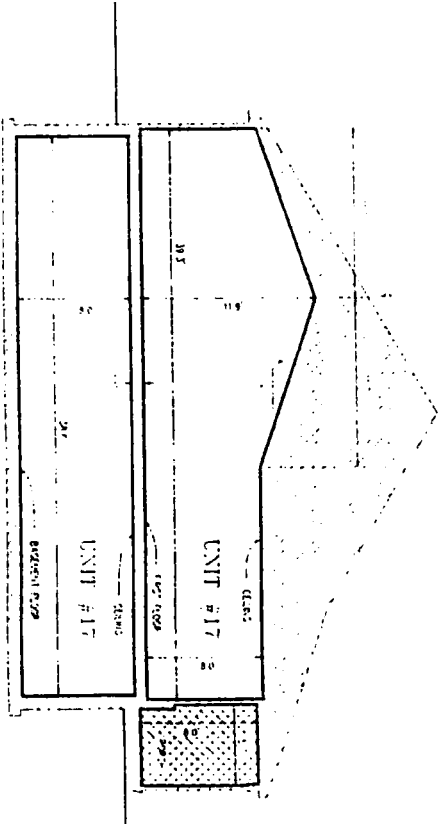
BREWER WOODS CONDOMINIUM
 FLOOR PLANS
 UNITS #15,17

Copyright 1998





SECTION G



SECTION H

UNIT #15
UNIT #16
UNIT #17
UNIT #18

PROPOSED DATE: 8-15-94
SCALE: 1/4" = 1'-0"
DRAWN BY: J. BRADLEY MOORE
DATE: 8/15/94
JOB: 93405



sh 13
drawn by: J. Moore
date: 8/15/94

job: 93405

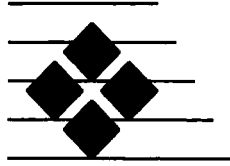
REVISIONS
NO. DATE BY

J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
317 S. Division Suite 1510 Ann Arbor MI 48104 313/430-1500

BREWER WOODS CONDOMINIUM
BUILDING SECTIONS
UNITS #15,17

Copyright 1994





Kramer-Triad
Management Group, L.L.C.

Ann Arbor • Bingham Farms • Farmington Hills • Rochester Hills • Troy • West Bloomfield • Naples, FL

**THIRD ADMENDMENT TO
MASTER DEED**

27 SEP 96 1:19 P.M.

**THIRD AMENDMENT TO MASTER DEED OF
BREWER WOODS**

ANNE B. NORLANDER
CLERK - REGISTER OF DEEDS

Norfolk Development Corporation, a Michigan corporation, whose address is 6360 Jackson Road, Suite F, Ann Arbor, Michigan 48103, being the Developer of Brewer Woods, a Condominium Project established pursuant to the Master Deed thereof, recorded on September 6, 1994, in Liber 1766, Pages 590 through 655, Calhoun County Records; First Amendment to Master Deed of Brewer Woods recorded on April 17, 1995, in Liber 1796, Pages 579 through 592, and Second Amendment to Master Deed of Brewer Woods recorded on April 24, 1996 in Liber 1856, Pages 950 through 963, Calhoun County Records, and known as Calhoun County Condominium Subdivision Plan No. 24, hereby amends the Master Deed of Brewer Woods pursuant to Article VI thereof for the purposes of eliminating Unit 16 and enlarging the Project from 35 Units to 43 Units. Upon the recording of this Amendment in the office of the Calhoun County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Parcel of land in the Southwest 1/4 of Section 24, Town 2 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as:

Starting at the West 1/4 corner of Section 24, Town 2 South, Range 6 West, thence along the West line of said Section 24 South 00° 06' 18" West, 217.72 feet; thence the following courses along the South Right of Way line for North Drive (as amended by the Brewer Farms, Calhoun County Condominium Subdivision Plan No. 23), South 88° 54' 45" East, 199.43 feet; thence 99.66 feet along a curve to the left with a radius of 699.76 feet, central angle of 08° 09' 37", and a chord which bears North 87° 00' 29" East, 99.57 feet; thence North 00° 06' 26" East, 1.76 feet; thence North 89° 23' 24" East, 153.99 feet; thence South 79° 17' 24" East, 184.31 feet; thence South 14° 48' 16" East, 39.69 feet; thence North 90° 00' 00" East, 64.00 feet to the East Right of Way line of Pierce Drive, thence along the East Right of Way line of Pierce Drive South 00° 00' 00" West, 241.50 feet; thence South 09° 05' 26" West, 72.83 feet; thence 34.59 feet along a curve to the left with a radius of 20.00 feet, central angle of 99° 05' 26", and a chord which bears South 40° 27' 17" East, 30.44 feet; thence South 00° 00' 00" West, 60.00 feet; to the Point of Beginning; thence North 90° 00' 00" East, 118.31 feet; thence 68.90 feet along a curve to the left with a radius of 615.00 feet, central angle of 06° 25' 07", and a chord which bears North 86° 47' 27" East, 68.86 feet; thence South 07° 31' 06" East, 99.90 feet; thence South 78° 29' 22" East, 115.37 feet; thence South 00° 00' 06" East, 229.64 feet; thence North 88° 59' 54" West, 429.31 feet; thence North 58° 00' 57" East, 21.15 feet; thence North 25° 17' 14" East, 18.35 feet; thence North 58° 00' 57" East, 44.00 feet; thence North 31° 59' 03" West, 71.03 feet; thence North 67° 10' 57" East, 44.87 feet; thence North 29° 52' 43" East, 43.06 feet; thence North 22° 49' 03" West, 75.00 feet; thence North 67° 10' 47" East, 52.76 feet; thence North 00° 00' 00" East, 84.67 feet; thence North 90° 00' 00" East, 8.24 feet; to the place of beginning, containing 2.56 acres more or less and subject to easements and rights of way of record.

LIBER 1888
PAGE 944

State of Michigan) SEP 27 1996
County of Calhoun)

I hereby certify that there are no tax liens on titles held by the State on the lands described in the within instrument, and that there are no tax liens or titles held by individuals on said lands for the five years preceding, the date of this instrument, as appears in my office. This certificate does not apply on taxes, if any, now in process of collection.

Ann Rosalind Kretschmer

13-93-667-263-05

2. Amended Sheets 1 through 11 of the Condominium Subdivision Plan of Brewer Woods as attached hereto, shall replace and supersede Sheets 1 through 11 of the Condominium Subdivision Plan of Brewer Woods as previously recorded, and the previously recorded Sheets 1 through 11 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

3. Sheets 12 and 13 of the Condominium Subdivision Plan of Brewer Woods, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Brewer Woods, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Brewer Woods, as amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 23 day of September, 1996.

WITNESSES:

NORFOLK DEVELOPMENT CORPORATION, a Michigan corporation

Mary A. Gailbreath
Mary A. Gailbreath

By: [Signature]
James A. Franke, President

Kimberly A. Keifer
Kimberly A. Keifer

LIBER 1888 PAGE 945

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

The foregoing Third Amendment to Master Deed of Brewer Woods was acknowledged before me this 23rd day of September, 1996, by James A. Franke, President of Norfolk Development Corporation, a Michigan corporation, on behalf of the corporation.

Mary A. Gailbreath
Notary Public, Washtenaw County, Michigan
My commission expires: 10-12-2000

Third Amendment to Master Deed drafted by:
C. Kim Shierk
Dykema Gossett PLLC
1577 North Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304-2820

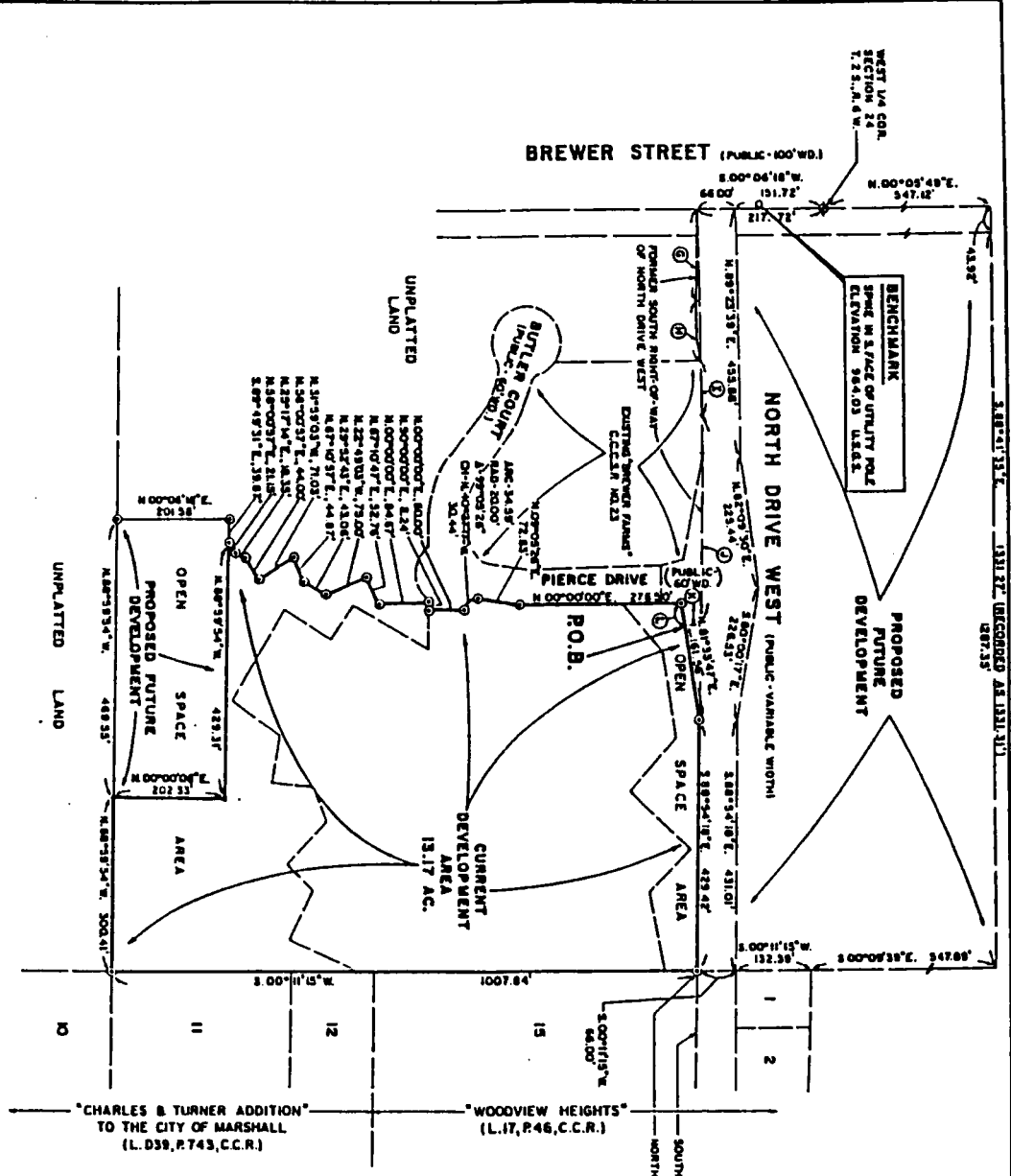
MARY A. GAILBREATH
NOTARY PUBLIC - WASHTENAW COUNTY, MI
MY COMMISSION EXPIRES 10/12/00

When recorded, return to drafter.
BH 77351
ID\MHG

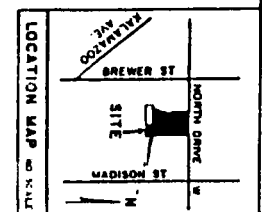
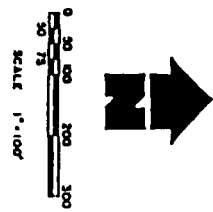
SURVEYOR'S CERTIFICATE

I, ROBERT R. CLARK, REGISTERED LAND SURVEYOR OF THE STATE OF MISSOURI, HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN AS CALICUOLA COUNTY CONSOLIDATED SUBDIVISION PLAN NO. 24, AS SHOWN ON THE ACCOMPANYING DRAWING, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTORSHIP THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY DESCRIBED. THAT THE REQUIRED LOCATIONS AND FROM MARKERS HAVE NOT BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROCLAIMED UNDER SECTION 142 OF ACT NUMBER 86 OF 1872 THAT THE RULES PROCLAIMED UNDER SECTION 142 OF ACT NUMBER 86 OF 1872 THAT THE SURVEYOR AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROCLAIMED UNDER SECTION 142 OF ACT NUMBER 86 OF 1872.

ROBERT R. CLARK LICENSE NO. 20704
 CLARK & ASSOCIATES
 777 W. BOULDER
 BATTLE CREEK, MO 64104



LIBR 1888 PAGE 947



ADDITIONAL BEARINGS & DISTANCES

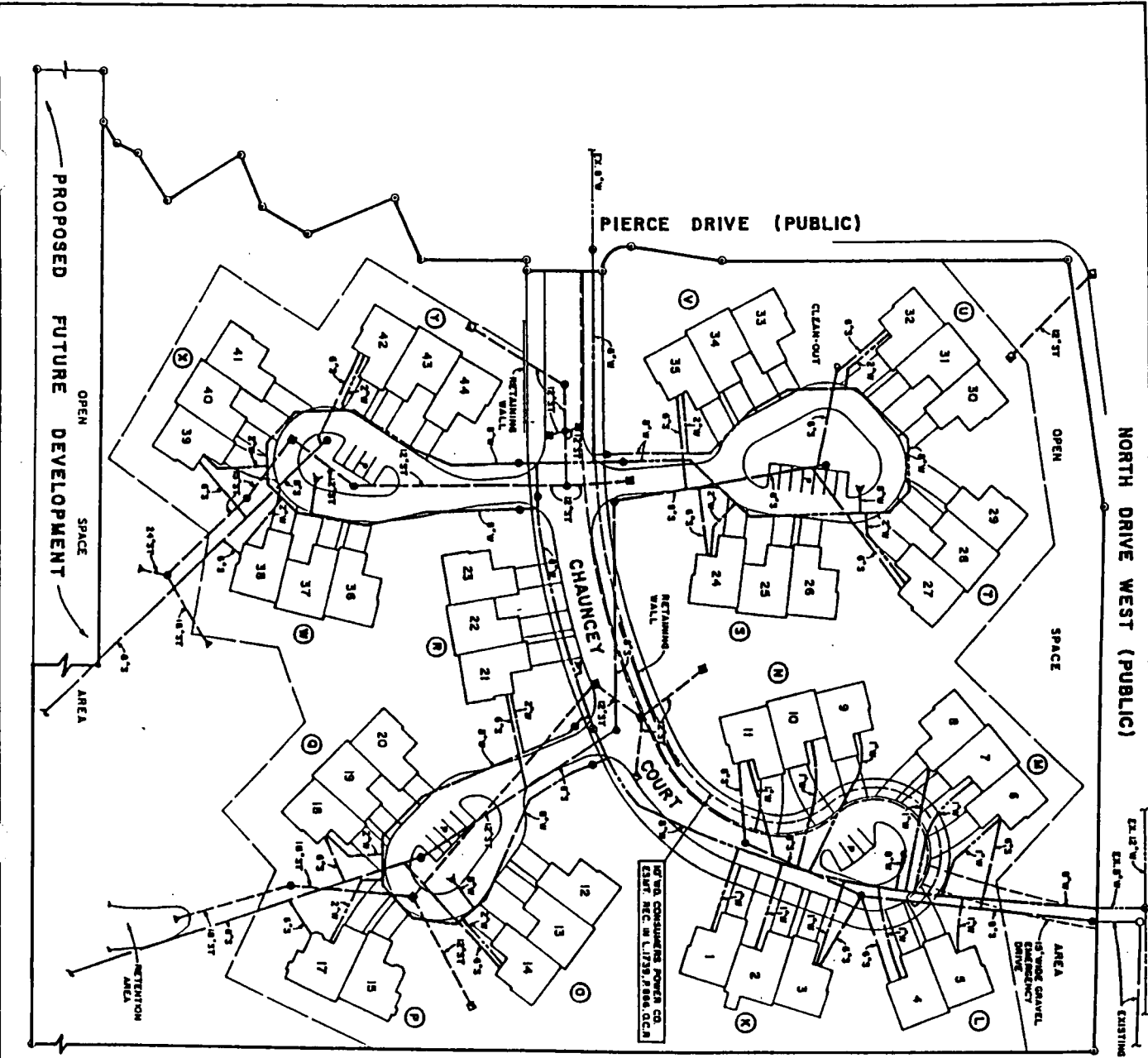
- ① S. 88°34'45" E., 198.45'
- ② ANC. 89°58' RAD. 698.78', A. 08°09'35" CH. N. 87°06'25" E., 98.57'
- ③ ANC. 90°38' RAD. 633.76', A. 08°09'35" CH. N. 87°06'25" E., 90.18'
- ④ S. 88°34'45" E., 359.15'
- ⑤ S. 00°00'00" E., 28.89'
- ⑥ N. 81°35'47" E., 38.31'

NOTES

1. @ DENOTES LOCATION. * DENOTES FROM
2. LOCATIONS HAVE NOT BEEN SET AT TIME OF PLAN PREPARATION BUT SHALL BE NO LATER THAN 8-28-07.
3. OPEN SPACE AREAS AS SHOWN ON PLAN ARE PER AN AGREEMENT FOR PLANNED UNIT RESIDENTIAL DEVELOPMENT WITH THE CITY OF MARSHALL.
4. BEARINGS ARE BASED ON ASSUMED N. 00°00'10" E. ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 26.
5. UNITS 1 THRU 11 MUST BE BUILT. UNITS 12 THRU 16 & UNITS 17 THRU 24 NEED NOT BE BUILT.
6. UNIT 18 HAS BEEN INTENTIONALLY DELETED. REFER TO MASTER DEED. REFER TO SHEETS 2 & 3 FOR LOCATION OF ALL UNITS.



8-26-96		PROPOSED
Brewer Woods		
SURVEY PLAN		
HEIMTWOJAN		
2		



LIBER 1888 PAGE 948

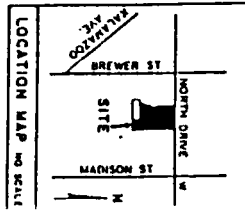
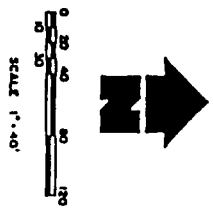
UTILITY	SOURCE
WATER MAIN	ZEMET/NOZNAK & ASSOC., INC.
STORM SEWER	ZEMET/NOZNAK & ASSOC., INC.
SANITARY SEWER	ZEMET/NOZNAK & ASSOC., INC.
GAS MAIN	ZEMET/NOZNAK & ASSOC., INC.
TELEPHONE	TO BE SHOWN ON AS-BUILT DWGS.
ELECTRIC	TO BE SHOWN ON AS-BUILT DWGS.
CABLE TV	TO BE SHOWN ON AS-BUILT DWGS.

LEGEND

- WATER MAIN
- STORM SEWER
- SANITARY SEWER
- MANHOLE
- CATCH BASIN
- ▲ MILET
- ▲ END SECTION
- ▲ GATE VALVE
- ▲ HYDRANT
- ▲ UNIT DESIGNATION
- BUILDING DESIGNATION

NOTES

1. ALL GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE AND ALL UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
2. UNITS 1 THRU 11 AND UTILITIES NEEDED TO SERVICE SAID UNITS MUST BE B.A.T.
3. UNITS 12 THRU 16 AND UNITS 17 THRU 44 AND UTILITIES NEEDED TO SERVICE SAID UNITS NEED NOT BE B.A.T.
4. THIS ENTIRE TRACT OF LAND IS LOCATED WITHIN ZONE 'C' AS DELINEATED ON THE CITY OF MARSHALL NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 280015 0001 B, DATED APRIL 1, 1982.
5. ZONE 'C' IS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS 'AREA OF UNUSUAL FLOOD HAZARD AND LIES OUTSIDE THE 500 YEAR FLOOD DELINEATION.
6. THE ELEVATION OVER THE NEAREST BODY OF WATER IS AT NORMAL ELEVATION OF 88.00 FEET AND THE LOWEST POINT ON THIS SITE IS 87.00 FEET.
7. REFER TO SITE PLAN (SHEET 4) FOR LOCATION OF LIMITED COMMON ELEMENT PORCHES, YARD AREAS AND AIR CONDITIONING COMPRESSORS.



8-26-98

PROPOSED

BREWER WOODS

UTILITY PLAN

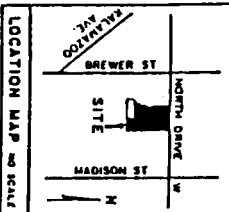
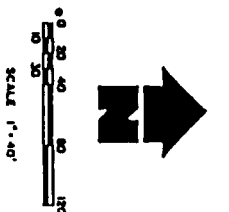
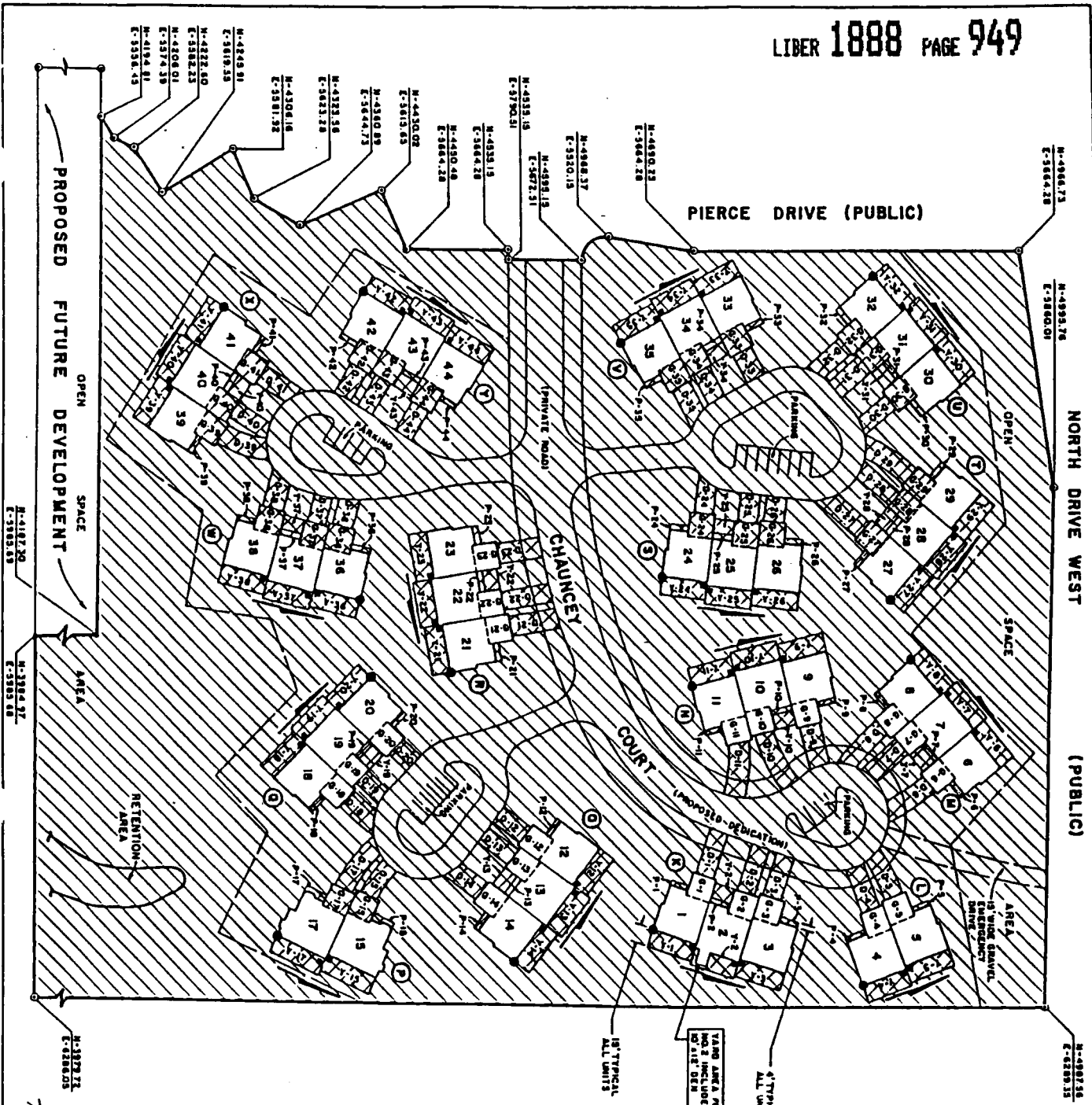
HIMIT/WOLINIA

ONE DUNDAS ST. LANSING, MI 48206

DATE: 8/26/98

SCALE: 1"=40'

3



BLDG	UNITS	UNIT DATA		FF ELEV
		NORTHING	EASTING	
L	1 THRU 3	4634.59	8224.66	N 18°00'00" E
L	4 & 5	4633.88	8270.31	N 20°22'32" W
M	6 THRU 8	4687.58	8001.52	N 15°45'18" E
M	9 THRU 11	4689.22	8023.50	N 14°00'00" W
O	12 THRU 14	4540.41	8232.29	N 23°00'00" W
P	15 & 17	4343.25	8330.84	N 23°00'00" E
P	18 THRU 20	4421.89	8016.82	N 47°10'13" W
P	21 THRU 23	4488.36	8033.11	N 40°00'00" E
P	24 THRU 26	4683.36	5933.02	N 07°00'00" E
P	27 THRU 29	4632.54	5953.44	N 37°00'00" E
U	30 THRU 32	4642.10	5664.88	N 30°00'00" E
U	33 THRU 35	4627.89	5740.09	N 37°00'00" E
U	36 THRU 38	4408.26	5993.15	N 13°00'00" E
U	39 THRU 41	4296.07	5714.94	N 37°00'00" E
U	42 THRU 44	4413.83	5593.98	N 30°00'00" E

LEGEND
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 BUILDING COORDINATE LOCATION
 BUILDING BEARING DIRECTION
 UNIT DESIGNATION
 BUILDING DESIGNATION
 DRIVEWAY - UNIT ASSIGNMENT
 GARAGE - UNIT ASSIGNMENT (GARAGE AREA OWNED BY UNIT)
 YARD - UNIT ASSIGNMENT
 PORCH - UNIT ASSIGNMENT
 AIR CONDITIONING COMPRESSOR

- NOTES**
1. COORDINATE NORTH EQUALS TRUE NORTH.
 2. THE AREA EXTENDING 15' FROM THE REAR OF EACH UNIT AND THE AREA ADJACENT TO THE GARAGE FOR CENTER UNITS ONLY (2, 7, 10, 13, 18, 22, 25, 28, 31, 34, 37, 40, 43) ARE DESIGNATED AS LIMITED COMMON ELEMENT.
 3. AIR CONDITIONING COMPRESSORS AND AIR CONDITIONING COMPRESSORS ARE DESIGNATED AS LIMITED COMMON ELEMENT.
 4. GARAGES ARE OWNED BY UNIT.
 5. ALL UNASSIGNED PARKING IS DESIGNATED AS GENERAL COMMON ELEMENT.
 6. SIGNALLS WILL BE SHOWN ON ASBUILT DRAWINGS.
 7. UNITS 1, 7 THRU 11 (BLDG. K, L, M, N) MUST BE BUILT.
 8. UNITS 12 THRU 15, 17 THRU 44 (BLDG. O, P, Q, R, S, T, U, V, W, X, Y) NEED NOT BE BUILT.
- UNIT 16 HAS BEEN INTENTIONALLY DELETED (REFER TO MASTER DEED).

8-26-96

BREWER WOODS

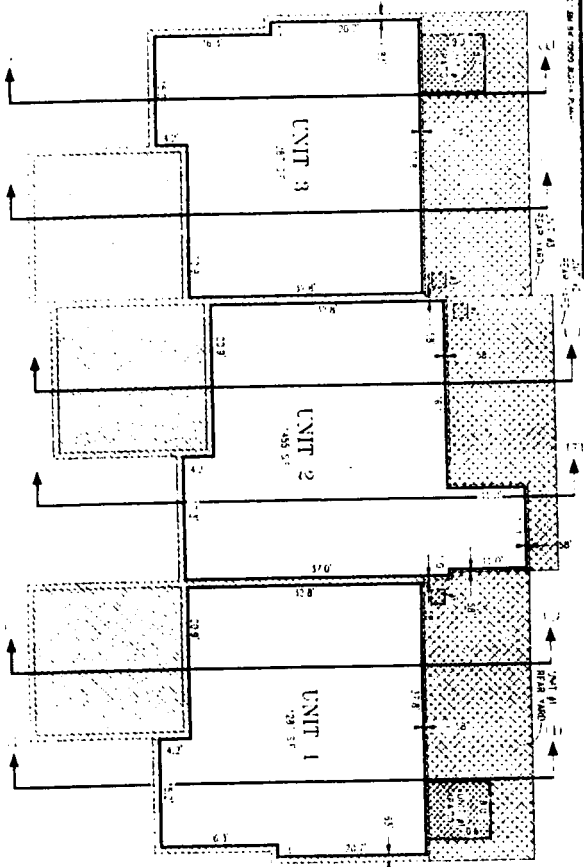
SITE PLAN

HEINZ WOJCIAK

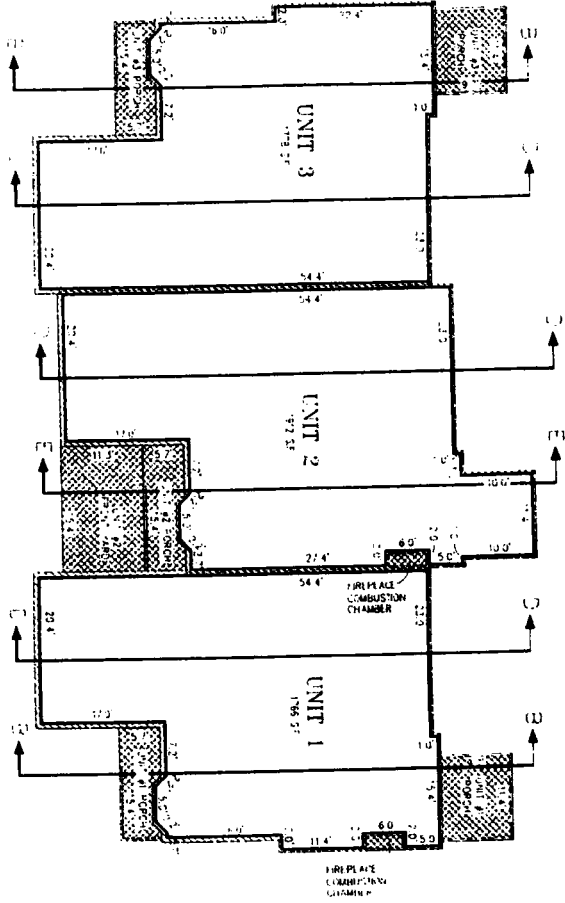
PROPOSED

4

FOUNDATION PLAN



FIRST FLOOR PLAN



NO.	DESCRIPTION
1	FOUNDATION
2	FIRST FLOOR
3	SECOND FLOOR
4	ROOF
5	MECHANICAL
6	ELECTRICAL
7	PLUMBING
8	PAINT
9	FINISH
10	LANDSCAPE

SCALE: 1/8" = 1'-0"

DATE: 10/10/96

PROJECT: BUILDING K UNITS #1-3

ARCHITECT: J. BRADLEY MOORE & ASSOCIATES ARCHITECTS

317 S. CHESAPEAKE SUITE 1510 ANN ARBOR MI 48104 313/930-1500

PERMITS: 27-94, 28-94, 29-94, 30-94, 31-94, 32-94, 33-94, 34-94, 35-94, 36-94, 37-94, 38-94, 39-94, 40-94, 41-94, 42-94, 43-94, 44-94, 45-94, 46-94, 47-94, 48-94, 49-94, 50-94



Sheet 5 of 5

Job 93405

PERMITS

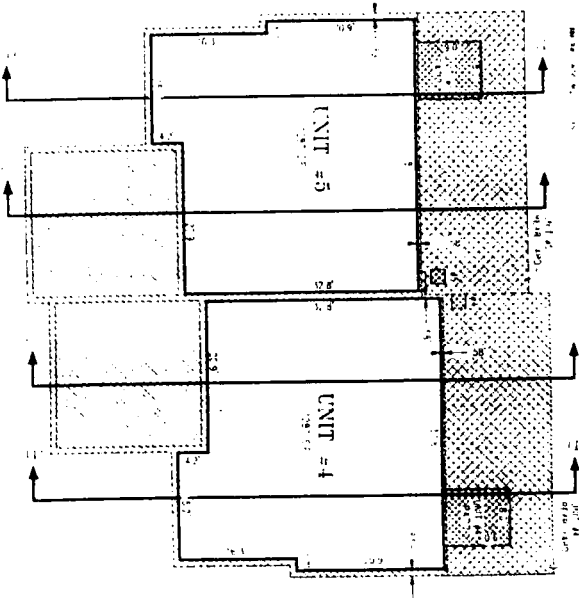
J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
317 S. CHESAPEAKE SUITE 1510 ANN ARBOR MI 48104 313/930-1500

BREWER WOODS
BUILDING K
UNITS #1-3
FLOOR PLANS

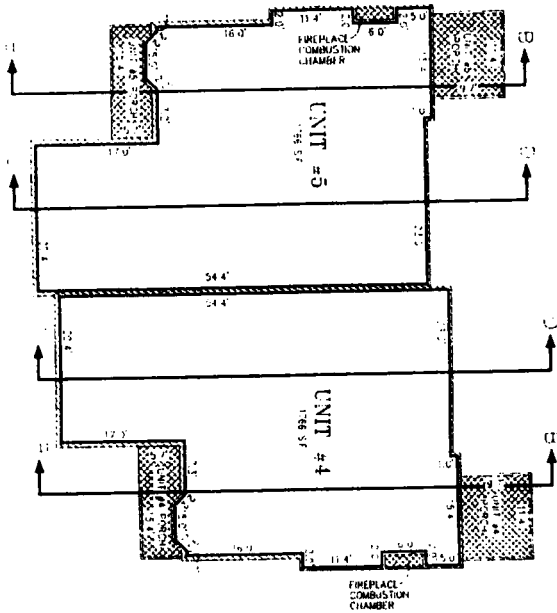
Copyright 1996



FOUNDATION PLAN



FIRST FLOOR PLAN



UNIT #5	1786 SF
UNIT #4	1786 SF
TOTAL	3572 SF

SCALE: 1/8" = 1'-0"

UNITS 2, 3, 4, 5
 UNITS 2, 3, 4, 5
 UNITS 2, 3, 4, 5
 UNITS 2, 3, 4, 5

UNITS 2, 3, 4, 5
 UNITS 2, 3, 4, 5
 UNITS 2, 3, 4, 5
 UNITS 2, 3, 4, 5



DATE 6

JOB 93105

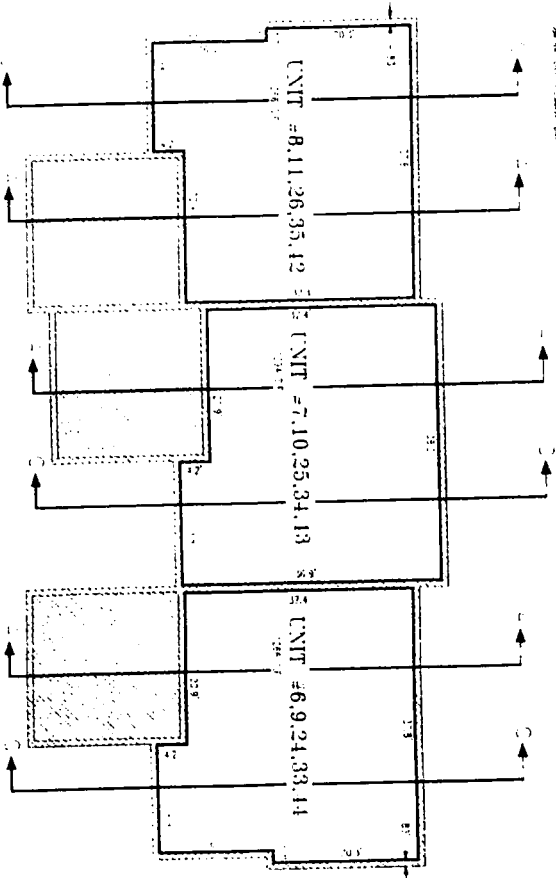
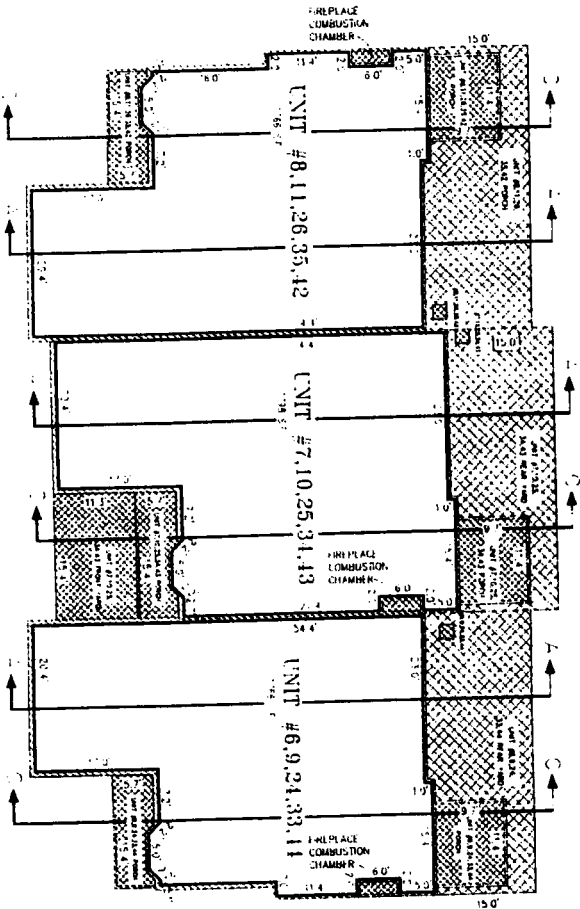
REVISIONS
 1. 11/15/94
 2. 11/15/94
 3. 11/15/94
 4. 11/15/94
 5. 11/15/94

J. BRADLEY MOORE & ASSOCIATES ARCHITECTS
 117 S. ILLINOIS SUITE 1510 ADD. 2ND FL. CHICAGO, IL 60601-3113/312-330-1500

BREWER WOODS
 BUILDING 1
 UNITS #4,5
 FLOOR PLANS

© Copyright 1996





UNIT	AREA	PERIMETER	FOUNDATION
6	367	111	111
7	367	111	111
8	367	111	111
9	367	111	111
10	367	111	111
11	367	111	111
12	367	111	111
13	367	111	111
14	367	111	111
24	367	111	111
26	367	111	111
35	367	111	111
42	367	111	111
44	367	111	111

LEGEND

- UNIT #6, 9, 24, 33, 44
- UNIT #7, 10, 25, 31, 43
- UNIT #8, 11, 26, 35, 42
- FOUNDATION
- STRUCTURAL GRID
- FIREPLACE COMBUSTION CHAMBER

DATE: 11/11/88
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]



Drawn by: [Name]
 Date: 11/11/88
 Shl 7

Job 93405

Revisions

1	
2	
3	
4	
5	
6	
7	

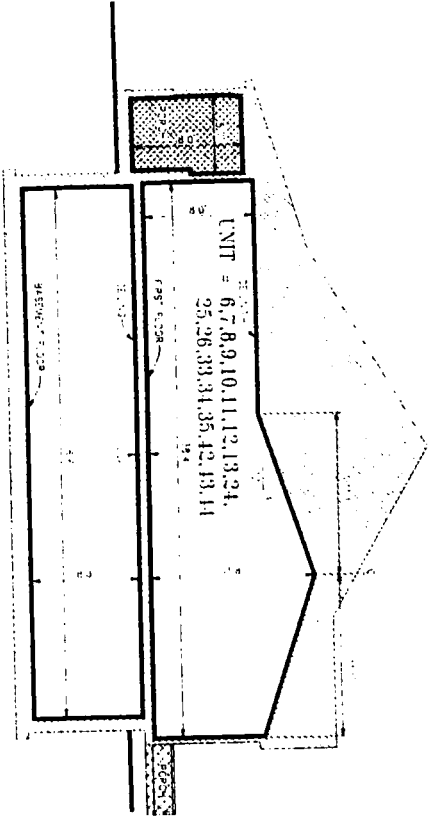
J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S Division Suite 1510 Ann Arbor MI 48104 313/930-1500

BREWER WOODS BUILDING M.N.S.A.Y
 UNITS #6-11, 24, 26, 33, 35, 42, 44
 FLOOR PLANS

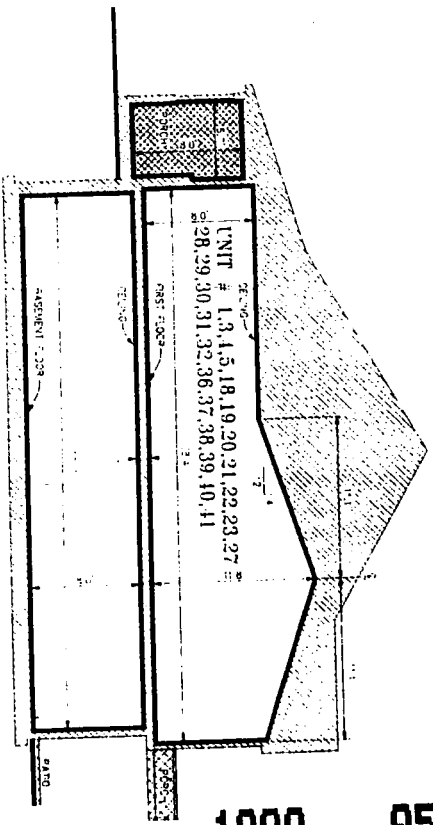
Copyright 1986



SECTION C

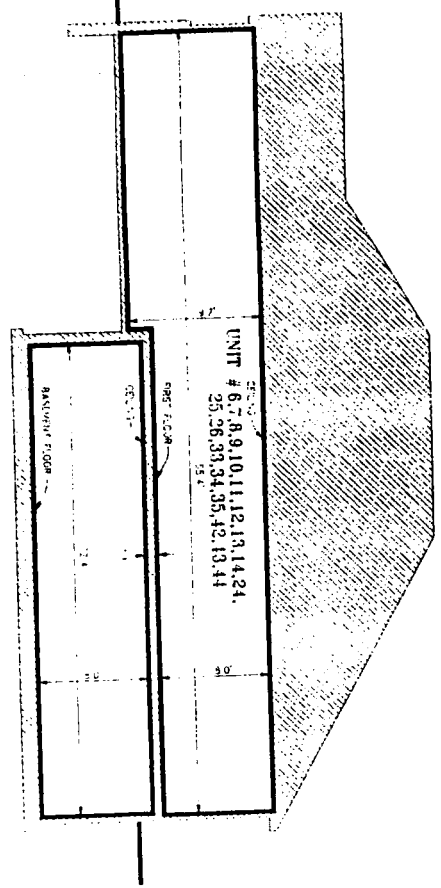


SECTION B



LIBER 1888 PAGE 953

SECTION A



LEGEND

- STAIRS
- WALLS
- DOORS
- WINDOWS
- PARTITIONS
- FLOORS
- ROOF
- CEILING
- LIGHTING
- PLUMBING
- ELECTRICAL
- FINISHES

[Handwritten signature]



Drawn by:
 Date:
 8

Job 93405

REVISIONS
 1. 11.95
 2. 12.95
 3. 01.96
 4. 02.96

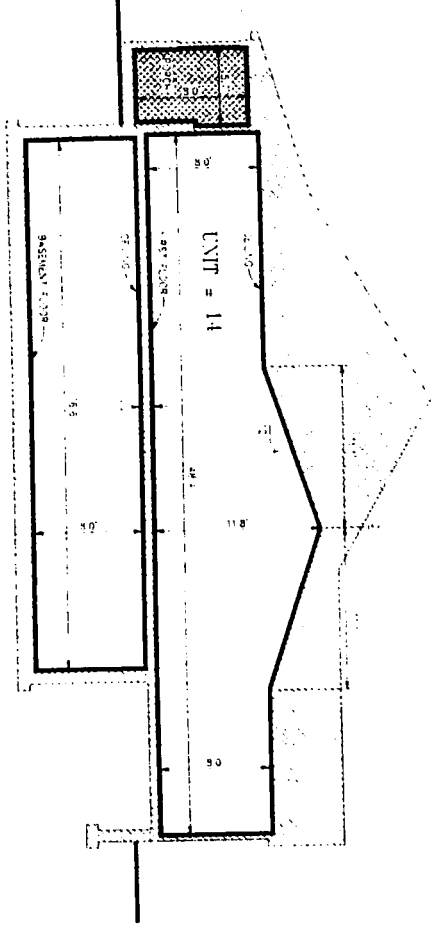
J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S Division Suite 1510 Ann Arbor MI 48104 313/930-1500

BREWER WOODS
 UNITS #1, 3-14, 18-44
 SECTIONS

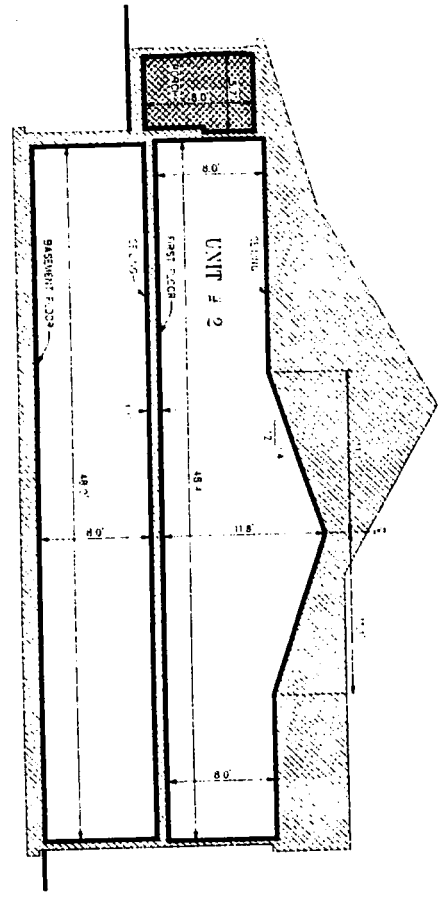
© Copyright 1998



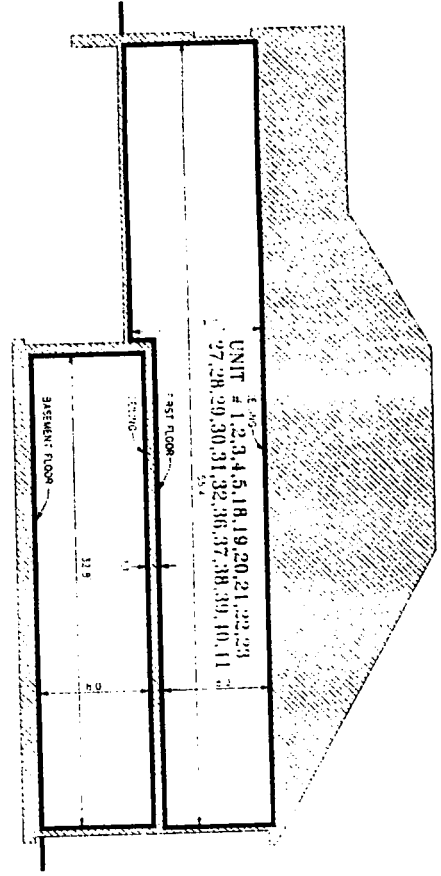
SECTION E



SECTION E



SECTION D



1/4" = 1'-0"
 SCALE
 NORTH
 UNIT # 14
 UNIT # 2
 UNIT # 1, 2, 3, 4, 5, 18, 19, 20, 21, 22, 23, 27, 28, 29, 30, 31, 32, 36, 37, 38, 39, 40, 41



Job 93405
 Date
 Sheet 9

REVISIONS	DATE	BY

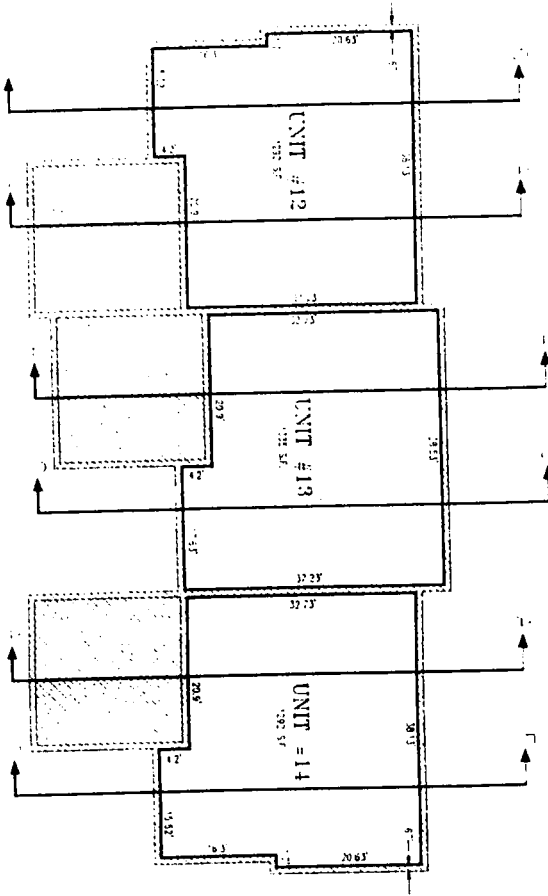
J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S Denslow Suite 1510 Ann Arbor MI 48104 313/930-1500

BREWER WOODS
 UNITS #1- 5, 14, 21- 23,
 27- 32, 36- 41
 SECTIONS

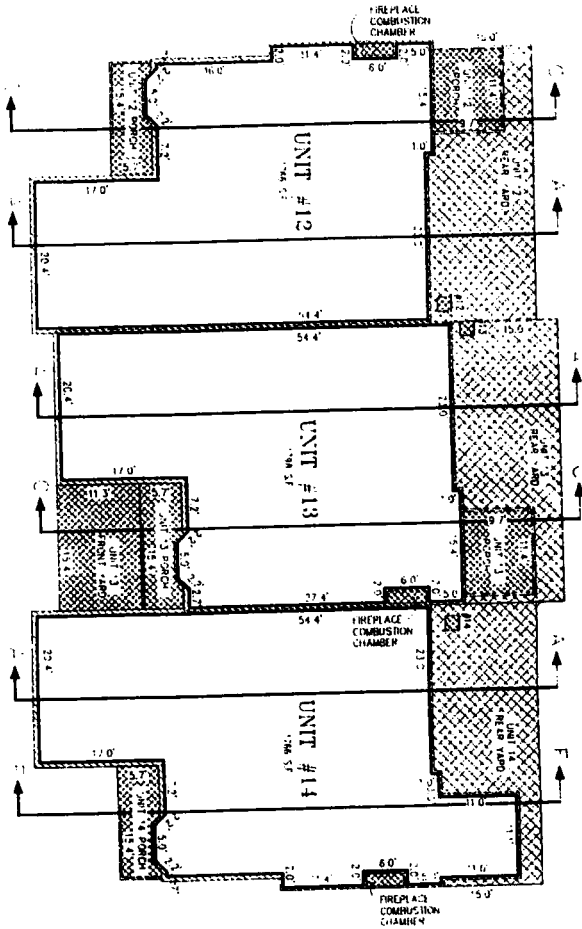
© Copyright 1996



FOUNDATION PLAN



FIRST FLOOR PLAN



UNIT #12
 UNIT #13
 UNIT #14
 UNIT #15
 UNIT #16
 UNIT #17
 UNIT #18
 UNIT #19
 UNIT #20
 UNIT #21
 UNIT #22
 UNIT #23
 UNIT #24
 UNIT #25
 UNIT #26
 UNIT #27
 UNIT #28
 UNIT #29
 UNIT #30
 UNIT #31
 UNIT #32
 UNIT #33
 UNIT #34
 UNIT #35
 UNIT #36
 UNIT #37
 UNIT #38
 UNIT #39
 UNIT #40
 UNIT #41
 UNIT #42
 UNIT #43
 UNIT #44
 UNIT #45
 UNIT #46
 UNIT #47
 UNIT #48
 UNIT #49
 UNIT #50
 UNIT #51
 UNIT #52
 UNIT #53
 UNIT #54
 UNIT #55
 UNIT #56
 UNIT #57
 UNIT #58
 UNIT #59
 UNIT #60
 UNIT #61
 UNIT #62
 UNIT #63
 UNIT #64
 UNIT #65
 UNIT #66
 UNIT #67
 UNIT #68
 UNIT #69
 UNIT #70
 UNIT #71
 UNIT #72
 UNIT #73
 UNIT #74
 UNIT #75
 UNIT #76
 UNIT #77
 UNIT #78
 UNIT #79
 UNIT #80
 UNIT #81
 UNIT #82
 UNIT #83
 UNIT #84
 UNIT #85
 UNIT #86
 UNIT #87
 UNIT #88
 UNIT #89
 UNIT #90
 UNIT #91
 UNIT #92
 UNIT #93
 UNIT #94
 UNIT #95
 UNIT #96
 UNIT #97
 UNIT #98
 UNIT #99
 UNIT #100

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20



JOB 93405
 SHEET 213 OF 216
 DATE 1/1/88
 JUN 10

REVISIONS
 NO. DATE BY

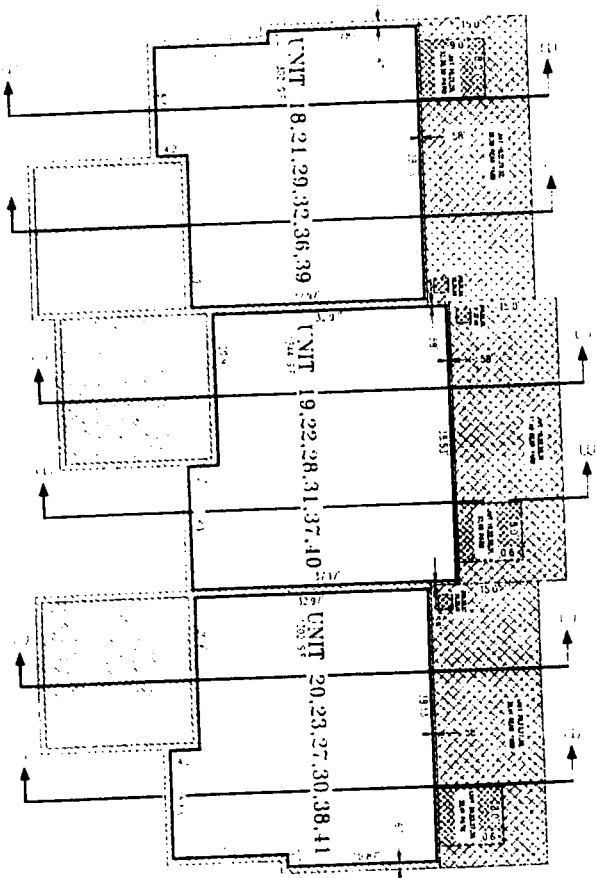
J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S Division Suite 1510 Ann Arbor MI 48104 313/930-1500

BREWER WOODS
 UNITS #12-14
 FLOOR PLANS

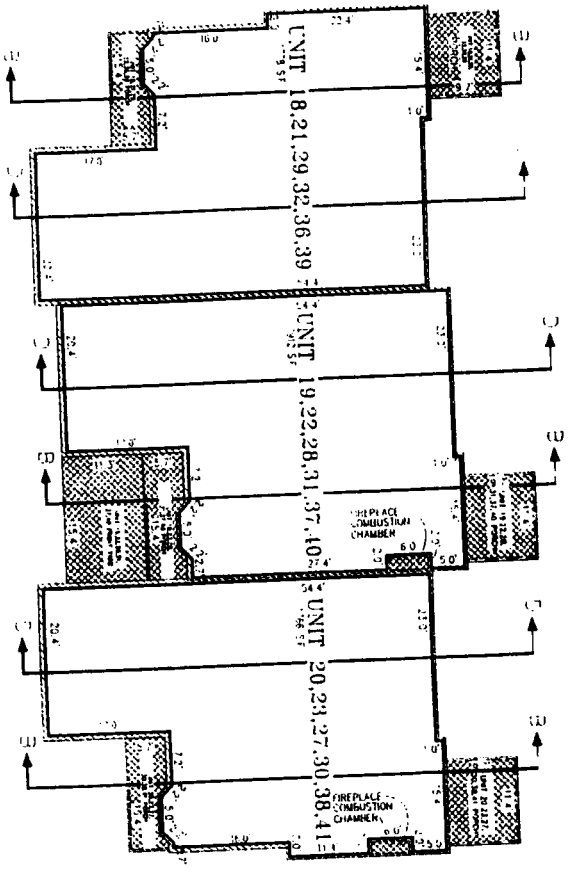
Copyright 1988



FOUNDATION PLAN



FIRST FLOOR PLAN



UNIT #	F	F	F	F	DATE
18	21	29	32	36	39
19	22	28	31	37	40
20	23	27	30	38	41
21	24	28	31	37	40
22	25	29	32	36	39
23	26	30	33	37	40
24	27	31	34	38	41
25	28	32	35	39	42
26	29	33	36	40	43
27	30	34	37	41	44
28	31	35	38	42	45
29	32	36	39	43	46
30	33	37	40	44	47
31	34	38	41	45	48
32	35	39	42	46	49
33	36	40	43	47	50
34	37	41	44	48	51
35	38	42	45	49	52
36	39	43	46	50	53
37	40	44	47	51	54
38	41	45	48	52	55
39	42	46	49	53	56
40	43	47	50	54	57
41	44	48	51	55	58

LEGEND

- REPLACEMENT COMBUSTION CHAMBER
- GENERAL COMBUSTION CHAMBER
- UNIT 18 FOUNDATION
- UNIT 19 FOUNDATION
- UNIT 20 FOUNDATION
- REPLACEMENT COMBUSTION CHAMBER
- GENERAL COMBUSTION CHAMBER
- AREAS ARE TO BE REMOVED AND RECONSTRUCTED
- ALL WALLS ARE TO BE RECONSTRUCTED
- ALL FOUNDATIONS ARE TO BE RECONSTRUCTED

SCALE: 1/8" = 1'-0"
 DATE: 11/11/88



job 93405
 clean
 date 11/11/88

revisions
 1. 11/11/88
 2. 11/11/88

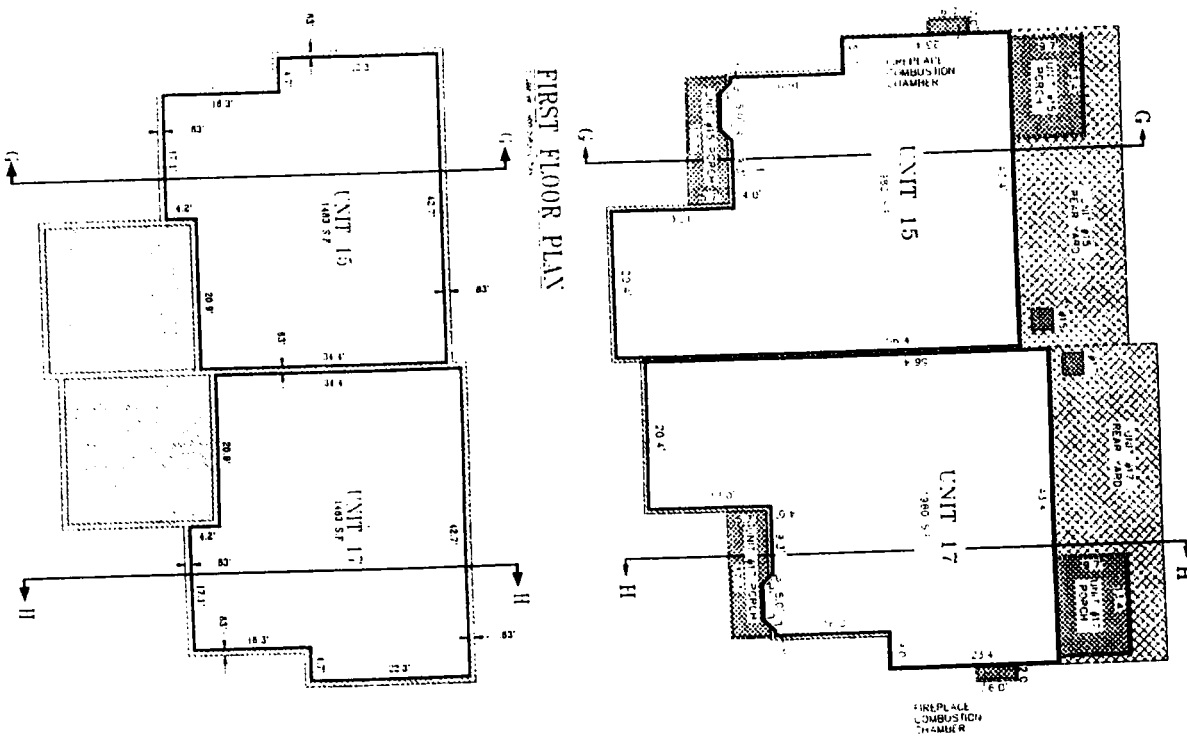
J BRADLEY MOORE & ASSOCIATES ARCHITECTS
 317 S Division Suite 1510 Ann Arbor MI 48104 313/930-1500

BREWER WOODS
 UNITS #18 23,27 32,36-41
 FLOOR PLANS

© Copyright 1986



FOUNDATION PLAN



REGISTERED DATE 3-15-16



J BRADLEY MOORE
& ASSOCIATES ARCHITECTS
117 S Division Suite 1510 Ann Arbor MI 48104 313/930-1500

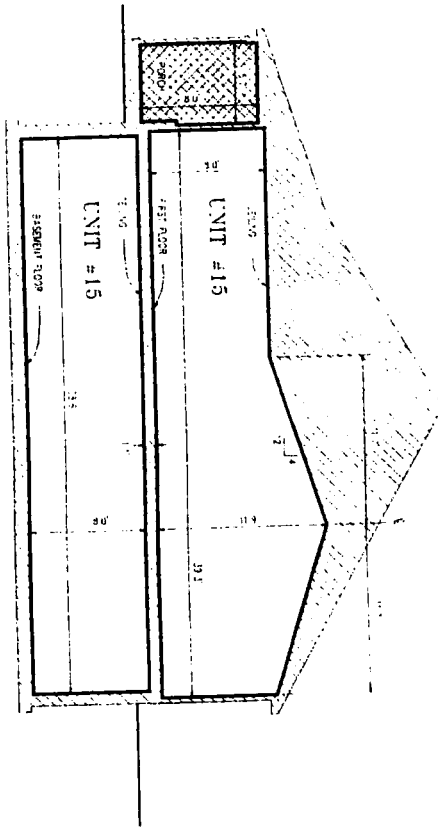
BREWER WOODS
CONDOMINIUM
FLOOR PLANS
UNITS #15-17

© Copyright 1996

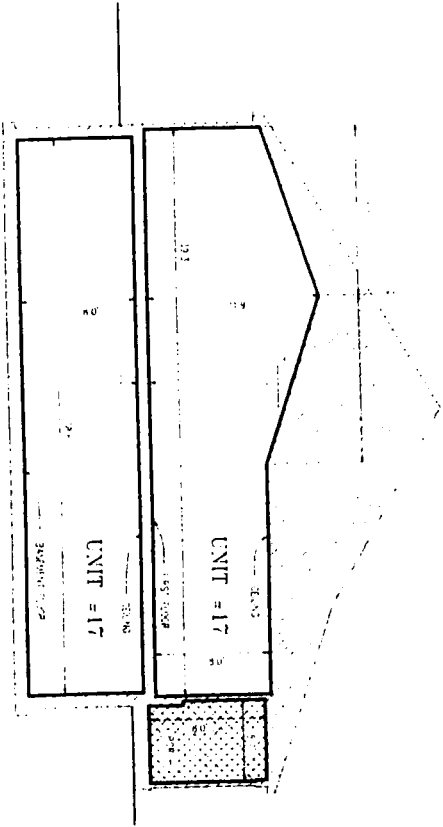


drawn by
date
job 91405

REVISIONS
NO. DATE BY



SECTION G



SECTION H



© Copyright 1996

BREWER WOODS
CONDOMINIUM
BUILDING SECTIONS
UNITS #15,17

J BRADLEY MOORE
& ASSOCIATES ARCHITECTS
317 S Division Suite 1510 Ann Arbor MI 48104 313/763-1500

UNIT #15
UNIT #17
COMMON AREA

POSTIONS

POSTED DATE: 8-15-96

SCALE: 1/8" = 1'-0"

PLAN 13

DATE 8-15-96

NO. 13

15

STATE OF MICHIGAN
CALHOUN COUNTY
RECORDED

31 AUG 2003 9:40:01 AM

ANNE B. NORLANDER
CLERK-REGISTER OF DEEDS

LIBER 2691 PAGE 321

**BREWER WOODS CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED BYLAWS**

This is to certify that the BREWER WOODS CONDOMINIUM Bylaws as recorded with the Office of the Calhoun County Register of Deeds at Liber 1766, pages 612-646 on September 6, 1994, have been duly amended and restated in total pursuant to Article XVI of said Bylaws. A complete and accurate copy of said amended and restated Bylaws is attached hereto and shall become effective upon recording in the Office of the Calhoun County Register of Deeds. A copy of these amended and restated Bylaws shall be furnished to every member of the BREWER WOODS CONDOMINIUM ASSOCIATION.

Date: August 4, 2003

BREWER WOODS
CONDOMINIUM ASSOCIATION

By: Donald Johnston
Donald Johnston, Its President

STATE OF MICHIGAN)
COUNTY OF CALHOUN)

SUBSCRIBED AND SWORN TO before me by DONALD JOHNSTON, President of BREWER WOODS CONDOMINIUM ASSOCIATION, on behalf of said Association, on Aug. 4, 2003, 2003, Calhoun County, Michigan. My Commission expires 6-29-06.

Shirley K. Bryson
Shirley K. Bryson
Notary Public, Calhoun County, Michigan

Prepared by and return recorded document to:
James D. Norlander (P23527)
MUMFORD, SCHUBEL, NORLANDER,
MACFARLANE & BARNETT, PLLC
68 East Michigan Avenue
Battle Creek, Michigan 49017-4010
(269) 968-6146
/pb

Barry Co. acting in
Calhoun Co. MI

11199 116 - a

LIBER 2691 PAGE 322

BREWER WOODS CONDOMINIUM ASSOCIATION

BYLAWS*--INDEX

ARTICLE		PAGE
I	ASSOCIATION OF CO-OWNERS	1
II	ASSESSMENTS	1-6
III	ARBITRATION	6
IV	INSURANCE	6-8
V	RECONSTRUCTION OR REPAIR	8-11
VI	RESTRICTIONS	11-16
VII	MORTGAGES	16
VIII	VOTING	16-17
IX	MEETINGS	17-19
X	BOARD OF DIRECTORS	19-22
XI	OFFICERS	22-23
XII	SEAL	23
XIII	FINANCE	23-24
XIV	INDEMNIFICATION OF OFFICERS	24
XV	AMENDMENTS	24-25
XVI	COMPLIANCE	25
XVII	DEFINITIONS	25
XVIII	REMEDIES FOR DEFAULT	25-26
XIX	ASSESSMENT OF FINES	26-28
XX	SEVERABILITY	28

* These 2003 ByLaws were revised during the 2002-2003 Association's year and adopted by the membership during the Summer of 2003

LIBER 2691 PAGE 323

BREWER WOODS CONDOMINIUM ASSOCIATION**BYLAWS****ARTICLE I ASSOCIATION OF CO-OWNERS**

Brewer Woods, a residential Condominium Project located in the City of Marshall, Calhoun 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 Association in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Association available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Association. All Co-owners in the Condominium Association and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in 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 the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Association shall constitute expenditures affecting the administration of the Association, 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 Association shall constitute receipts affecting the administration of the Condominium Association, within the meaning of Section 54(4) of the Act.

LIBER 2691 PAGE 324

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 Association, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular association, the Association of Co-owners should carefully analyze the Condominium Association 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. At least one week prior to the adoption of the proposed budget, copies shall be delivered to each Co-owner. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each co-owner only if the budget as adopted is materially different than the proposed budget 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 determine, 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 \$5,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, 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 4 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 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 needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$5,000.00 for the entire Association per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, ((3) assessments to purchase a Unit for use as a resident manager's Unit,) or ((4)) assessments for any other appropriate purpose not elsewhere herein described.

LIBER 2691 PAGE 325

Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is in number for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

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 Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. 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. An automatic late charge not exceeding \$25 per installment per month may be added to each installment in default for five or more days until each installment together with all applicable late charges is paid in full. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges and fines by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon

LIBER 2691 PAGE 326

seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XVIII, Section 4 and Article XIX of these Bylaws which fines may be in addition to automatic late charges previously established. All of these remedies shall be cumulative and not alternative.

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

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last 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 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 (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal

LIBER 2691 PAGE 327

description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in 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 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 6. Liability of Mortgages. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. 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 8. 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 9. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

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

LIBER 2691 PAGE 328

such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing 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 sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III ARBITRATION

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

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

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

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

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

LIBER 2691 PAGE 329

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

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

7

LIBER 2691 PAGE 330

Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) Premium Expenses. All premiums upon 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 bank account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

ARTICLE V RECONSTRUCTION OR REPAIR

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

(a) Partial Damage. If the damaged property is a Common Element or a ~~Unit~~, the property shall be rebuilt or repaired if any Unit in the Condominium is tenatable, unless it is determined by a unanimous vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no Unit is tenatable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

LIBER 2691 PAGE 331

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

Section 3. Co-owner Responsibility for Repair. (Also see Appendix B)

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

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

Section 4. Association Responsibility for Repair. (Also see Appendix C)

Except as otherwise provided in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after 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 replace 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 costs 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 cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

LIBER 2691 PAGE 332

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

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

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

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners 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 Association continues after taking by eminent domain, then the remaining portion of the Condominium Association shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

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

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC or FNMA, 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 or FNMA exceeds \$1,000.

LIBER 2691 PAGE 333

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium 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 shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences. A single-family is defined as one person or group of two or more persons related by birth, adoption or marriage, together with not more than two additional persons not related by blood, marriage or adoption, such as foster children, domestic servants and/or health-care providers, who occupy the whole or part of a dwelling unit with common housekeeping and single set of culinary facilities.

Section 2. Listing and Sale of Unit. The Board requires notification of the listing and sale of any unit.

Section 3. Leasing and Rental.

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

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

(1) A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents.

(2) Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

LIBER 2691 PAGE 334

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

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

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

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

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

Section 4. Alterations and Modifications. (Also see Appendix D)
No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including, without limitation, exterior painting or the erection of antennas, lights, aeriels, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; providing, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

LIBER 2691 PAGE 335

Section 5. Activities. No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. Household pets shall be permitted to be maintained on the Premises. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the Common Elements. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

Section 7. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly

LIBER 2691 PAGE 336

condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any Unit shall be made of or lined with material which is white or off-white in color. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that (i) storage of any items of personally for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personally which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof. Washing of vehicles which are owned by a Co-owner or those residing with that Co-owner shall be permitted by these Bylaws in the driveways, provided the Association shall have the right to establish reasonable rules and regulations for such washing, including the time and manner thereof.

Section 8. Vehicles. No vehicles with advertisement, house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Garage doors shall remain closed at all times, except for purposes of ingress and egress. Co-owners shall, if the Association shall require, register with the Association all cars maintained on-the Condominium Premises. Co-owners shall park at least one of their vehicles in the garage parking space within his/her Unit and shall park no more than one vehicle outside of the Co-owner's garage without the prior written approval of the Association. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 8, is absolutely prohibited. Overnight

LIBER 2691 PAGE 337

guest parking shall be limited to no more than two cars without advance written approval of the Association. Overnight parking on any street in the Condominium shall be regulated by the City of Marshall. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended from time to time 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 after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Association irrespective of whether such persons actually receive a copy of the rules and regulations.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association or its Management Company knowledge to the means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association, in which case the Co-owner making the request shall bear the expense of any additional maintenance that may be incurred by the Association.

Section 13. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, and parking areas, shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously

LIBER 2691 PAGE 338

intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 14. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case, the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII MORTGAGES

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

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

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

ARTICLE VIII

VOTING

Section 1. Vote. Each Co-owner shall be entitled to one vote for each Condominium Unit owned.

LIBER 2691 PAGE 339

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until the co-owner has presented evidence of ownership of a Unit to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative.

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

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

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

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

ARTICLE IX MEETINGS

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

LIBER 2691 PAGE 340

Section 2. Annual Meetings. Annual meetings of members of the Association shall be held during the month of May 2003 and during the month of May each year thereafter at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address 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 the Association shall be deemed due notice.

Section 5. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. 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 and approval of minutes of preceding meeting; (d) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (e) election of Directors (at annual meeting or special meetings held for such purpose); (f) reports of officers; (g) reports of committees; (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 7. 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 4 for the giving of notice of meetings of

LIBER 2691 PAGE 341

members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (d) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 8. 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 be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Minutes. Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of five members. All Directors must be members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors. At least two (2) and not more than three (3) shall be elected in alternate years and shall serve two-year terms. The Directors shall hold office until their successors are elected and hold their first meeting.

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

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

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

LIBER 2691 PAGE 342

(b) To communicate to the membership how such affairs are being administered and the procedures and schedules of said maintenance of the Common Elements by at least a quarterly Newsletter.

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

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

(e) To rebuild improvements after casualty.

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

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

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

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

(j) 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.

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

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

LIBER 2691 PAGE 343

Section 6. Vacancies. Vacancies which occur in the Board of directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by a vote of the majority of the remaining Directors even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

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, anyone or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 20 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail or any available electronic device, at least 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 on 3 days notice to each Director, given personally, by mail or any available electronic device which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors, either present or by electronic device, shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there

LIBER 2691 PAGE 344

be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE 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 judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as (s)he 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 so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/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; (s)he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and (s)he shall, in general, perform all duties incident to the office of the Secretary.

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

LIBER 2691 PAGE 345

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

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his/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, the words "corporate seal", and "Michigan".

ARTICLE XIII FINANCE

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

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of

LIBER 2691 PAGE 346

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 INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except as otherwise prohibited by law; 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 Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE 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 1/3 or more in number of the Co-owners by instrument in writing signed by them.

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

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

LIBER 2691 PAGE 347

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Calhoun County Register of Deeds.

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 is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Association irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Association 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 or as set forth in the Act. See Appendix A

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 relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' 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 attorneys' 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

LIBER 2691 PAGE 348

enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any 'Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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

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

ARTICLE XIX ASSESSMENT OF FINES

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

LIBER 2691 PAGE 349

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

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

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) Default. Failure to respond to the Notice of Violation within 72 hours of delivery constitutes a default. Each such period of default constitutes a separate violation.

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

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

(a) First Violation. **WARNING!** No fine shall be levied.

(b) Second Violation. Twenty-Five Dollars (\$25.00) fine.

(c) Third Violation. Fifty Dollars (\$50.00) fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Dollars (\$100.00) fine.

LIBER 2691 PAGE 350

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

ARTICLE XX SEVERABILITY

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

LIBER 2691 PAGE 351

Appendix A**DEFINITIONS**

Certain terms are utilized not only in the Master Deed of Brewer Woods Association, a Michigan non-profit corporation; but are used in various other instruments such as our Articles of Incorporation, and Bylaws. Wherever used in such documents, the terms set forth below shall be defined as follows:

ASSOCIATION "Association" means the Brewer Woods Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members. The corporation shall administer, operate, manage and maintain Brewer Woods.

BYLAWS "Bylaws" set forth the substantive rights and obligations of the co-owners as required under Michigan condominium (townhome) law. The bylaws shall also constitute the corporate bylaws of the Association.

COMMON ELEMENTS "Common Elements" where used without description, means both general and limited common elements.

GENERAL COMMON ELEMENTS

Land The land includes all open space, roads(not dedicated to the public), and parking areas.

Electrical The electrical transmission system throughout Brewer Woods includes that contained within Unit walls and any common site lighting system and exterior fixtures, up to the point of connection, with, but not including, electrical fixtures and outlet boxes within any Unit.

Telephone The telephone system throughout Brewer Woods up to the point of entry to each Unit.

Gas The gas distribution system throughout Brewer Woods, including that contained within Unit walls, up to the point of connection with gas fixtures, but not including the fixture or shut off valve with any Unit.

Water The water distribution system throughout Brewer Woods, including that contained within Unit walls, up to the point of connection with plumbing fixtures, but not including the fixture, within any Unit.

Sanitary Sewer The sanitary sewer system throughout Brewer Woods, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

Storm Sewer The storm sewer system throughout Brewer Woods.

Construction Foundations, supporting columns, Unit perimeter walls, roofs, ceilings, supporting beams, floor construction between Unit levels and chimneys.

Con'd next page

LIBER 2691 PAGE 352

LIMITED COMMON ELEMENTS

Note: Limited common elements are subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited common elements are appurtenant. They are as follows:

Porches and Yard Areas Each porch and yard areas in Brewer Woods is restricted in use to the co-owner of the Unit which opens into that porch or yard area.

Patios Each individual patio in Brewer Woods is restricted in use to the co-owner of the Unit which opens into that patio.

Air Conditioner Compressors Each individual air conditioner compressor and its pad in Brewer Woods and the ground surface immediately below the same is restricted in use to the co-owner of the Unit which that air conditioner compressor services.

Sidewalks and Driveways Each sidewalk and driveway is limited in use to the co-owner of the Unit served thereby.

Garage Doors and Garage Door Openers Each garage door and its hardware, including garage door openers, shall be limited in use to the co-owner of the Unit serviced thereby.

Doors and Windows Doors, Windows, and window screens are limited in use to the co-owners of Units to which they are attached.

Fireplace Combustion Chambers Fireplace combustion chambers are limited in use to the Units served thereby, if any are installed.

Interior Surfaces The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage are subject to the exclusive use and enjoyment of the co-owner of that Unit.

CONDOMINIUM DOCUMENTS "Condominium Documents" includes the master deed, articles of incorporation, bylaws, and rules and regulations of Brewer Woods.

CO-OWNER OR OWNER "Co-owner" means a person, or other entity, who owns one or more Units in Brewer Woods

DEVELOPER "Developer" in relation to Brewer Woods Association refers to Norfolk Development Corporation, the original developer.

LIBER 2691 PAGE 353

Appendix B**Co-owner Responsibilities**

In General, co-owners are responsible for maintenance, repair and replacement of items within the inside of the perimeter walls and beyond interior utility network connection networks including many of the Limited Common Elements or those items reserved only for each individual unit owners' use such as fixtures, and insurance thereof.

Specifically,

Air conditioner - compressor, fan

Animal removal from unit

Appliances - dishwasher, stove, refrigerator, washer/dryer

Cabinets and Shelves

Doors(exterior) - knobs/lock mechanisms, inside surface, outside surface, lockouts, and storm doors

Doors - interior

Electrical - bulbs, circuit breakers/boxes, doorbells, fixtures(interior), outlets and switches(interior)

Flags/Banners - only on calendar holidays, game days

Floors - coverings

Furnace and Modifications

Garages - door openers, door, lock, walls(interior), weather stripping

Laundry - no exterior drying of laundry including screened in porches

Ornamentation - no obviously oversized(exterior) other than original

Patios(screened) - screening, sealing of wood inside the screened porches, snow removal

Pets - must be on leash when outdoors, fecal matter cleaned up immediately

Plumbing - disposal, drain clogging(in trap), leaks(faucet fixtures), fixture malfunctions, toilet, water meter/bills

Smoke Detectors

Television Cable

Walls - interior, drywall cracks, nail pops, paint/wallpaper

Waterheaters

Windows and doorwalls

LIBER 2691 PAGE 354

Appendix C**Association Responsibilities**

In general, the association is responsible for maintenance, repair, and replacement of the General Common Elements including land, roads, sidewalks, utility networks(electrical, gas, telephone, and plumbing up to the point of unit connection), foundations, outside perimeter walls, roofs, and insurance thereof.

Specifically,

Basement - cracks, drainage, leakage

Chimney - birds, cap cracks, flue, leaks

Doors(exterior) - frame, threshold

Electrical - porch lights, outlets(exterior), pole/security lights

Fireplace - repair/replace

Fireplace - chimney

Floors - subfloor

Garage - exterior lights, floors, walls(exterior)

Insect infestation

Lawns and Grounds - common areas except as defined in by-laws, tree, shrub trimming

Mail boxes

Patios(decks) - lights, repair/replace except for upgrades, sealing all exterior wood with refunds to co-owners who do their own

Plumbing - drain clogging(in wall), leaks(inside walls), pipe malfunction, outside faucet, sewer backup, sewer backup damage

Roof and downspouts

Sidewalks

Walls - exterior, structural failure

Windows and Doorwalls - caulking(exterior), frames

LIBER 2691 PAGE 355

Appendix D**BOARD APPROVED ENHANCEMENTS/MODIFICATION**

RIGHT OF REFUSAL Each co-owner has the right to refuse any such service paid for by the Association; provided the co-owner's work has an appearance at least as good as the Association's paid service.

LANDSCAPING Landscaping enhancements such as flowers, shrubs, etc., but cannot interfere with the mowing of grass. Once planted, the co-owner is responsible for the maintenance of these enhancements. Maintenance includes a mulched edge between flowers and grass.

FLAGS Flags may be flown on calendar holidays and game days. The U.S. flag may be flown at any time.

SHUTTERS Shutters may be installed, at your expense and maintenance, only by the garage window, if you so desire. Colors are limited to white, black, burgundy(cranberry), and beige (color of south siding). A second limitation is length and width---approximately 15" by 60" the length being the same as the length of the window.

PRIVACY SCREENS For open lower and upper decks, a treated wood 2' by 4' trellis and boxed by treated 2 by 4's may be attached to the existing rail or rails. One of the 2' sections must be butted against the house. For anything larger, a stair step design must be used and only after approval by the Board. Such a stair step design may be viewed at the back of Chauncey Ct. homes 229 and 231. Any trellis work must remain the same color as the rails and deck.

For the lower deck (really the concrete platform where there is an upper deck), treated wood rails- identical to the upper deck rails - can be used, each extending out from the house as on the upper deck. No trellis or other types of screens are allowed. An alternative option for lower deck privacy would be that of a screen in patio. But, this must match our complex's screened decks, and Board approval. Privacy screens are at the co-owner's cost and maintenance.

FRONT STEP RAIL The rail must be constructed and painted like the rail that was originally installed at 121 Chauncey Ct. It must also be placed in the same position as that at 121 Chauncey. Front step rails are at the co-owner's cost and maintenance.

YARD IRRIGATION SYSTEM All expenses borne by the yard's co-owner

-----as other modifications might be approved, co-owners will be apprised-----

2



STATE OF MICHIGAN - CALHOUN COUNTY
RECORDED
06/29/2011 8:40:35 AM
ANNE B. NORLANDER - CLERK/REGISTER OF DEEDS

RECEIPT# 149758. STATION 5
DEED \$17.00



LIBER 3630 PAGE 669

**AMENDMENT TO BYLAWS
BREWER WOODS ASSOCIATION**

This is to certify that Brewer Woods Association, a Michigan nonprofit corporation, being the Association organized to administer Brewer Woods, a residential condominium project located in Marshall, Michigan established pursuant to the Master Deed thereof, recorded with the Office of the Calhoun County Register of Deeds on September 6, 1994 in Liber 1766, Pages 590 through 655, as amended, has amended Article X of the the Amended and Restated Bylaws of Brewer Woods as recorded on August 31, 2003 in Liber 2691, Pages 321 through 355 to read as follows:

ARTICLE X BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of seven members. All Directors must be members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors. At least three (3) and not more than four (4) Directors shall be elected in alternate years and shall serve two-year terms. The Directors shall hold office until their successors are elected and hold their first meeting.

In all respects, other than as hereinabove indicated, the Amended and Restated Bylaws of Brewer Woods are hereby ratified and confirmed.

Dated this 28th day of June, 2011.

H



STATE OF MICHIGAN - CALHOUN COUNTY
FILED
06/28/2011 10:35:56 AM
ANNE B. NORLANDER - CLERK/REGISTER OF DEEDS

rec 7522 P

17



LIBER 3630 PAGE 670

BREWER WOODS ASSOCIATION, a Michigan
Nonprofit corporation

By: Phyllis M. Rabbideau
Phyllis M. Rabbideau, President

STATE OF MICHIGAN)
COUNTY OF CALHOUN) SS.

SUBSCRIBED AND SWORN TO before me by Phyllis M. Rabbideau, President
of Brewer Woods Association on behalf of the corporation on June 28, 2011.

Catherine M. Tower
Catherine M. Tower
Notary Public Calhoun County, Michigan

My Commission Expires: 10.24.13

Amendment to Bylaws drafted by:

Richard E Rabbideau
102 Chauncey Ct.
Marshall, MI 49068

When recorded, return to drafter.