

ANNE B. NORLANDER
CALHOUN COUNTY
REGISTER OF DEEDS OFFICE
4/13/2006 11:03:31 AM

RECEIPT #42785, REGISTER 8
Cashier: Diane

DEED		\$134.00
LIBER 3127	PAGE 3	
DEED		\$59.00
LIBER 3127	PAGE 44	
PLAT FEE		\$10.00

TOTAL \$		\$203.00
100.00	CHECK	\$203.00
	CHANGE	\$0.00

4/13/06

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.

4-1
Ann Rosenbaum Petredea
ANN ROSENBAUM PETREDEAN, CALHOUN COUNTY TREASURER

Part of 0070-00590-0

WWS



STATE OF MICHIGAN - CALHOUN COUNTY
RECORDED

04/13/2006 11:03:31 AM

ANNE B. NORLANDER - CLERK/REGISTER OF DEEDS

RECEIPT# 42785, STATION 8
\$134.00 DEED



LIBER 3127 PAGE 3

FILED

2006 APR 13 A 10:19

CLERK-REGISTER
CALHOUN COUNTY, MICH.
ANNE B. NORLANDER

THE RIDGE AT CEDAR CREEK MASTER DEED

This Master Deed is made and executed on this 11 of April, 2006, by **Summit Development Group, Inc.**, a Michigan corporation, hereinafter referred to as the "Developer" whose address is 1050 W. Columbia Avenue, Battle Creek, Michigan 49015, pursuant to the provisions of the Michigan Condominium Act, Act 59, Public Act of 1978, as amended (the "Act").

No conveyance of title is being made hereby and no transfer taxes are payable.

RECITALS:

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

B. The Developer, by executing and recording this Master Deed, establishes The Ridge at Cedar Creek as a site condominium under the Act and declares that The Ridge at Cedar Creek (hereinafter referred to as the "Condominium") shall 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 said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

076 Summit Dev. Group

MK



ARTICLE I

TITLE AND NATURE

The Condominium is known as The Ridge at Cedar Creek, Calhoun County Condominium Subdivision Plan No. 603. The engineering and architectural plans and specifications for the Condominium shall be filed with the City of Battle Creek, State of Michigan. The 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 individual Unit has been created as a building site for single family residential use and each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium. Each Co-Owner in the Condominium shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share the General Common Elements, as designated by the Master Deed, with other Co-Owners of the Condominium.

ARTICLE II

LEGAL DESCRIPTION

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

All that certain piece or parcel of land situated and being in the City of Battle Creek, County of Calhoun, State of Michigan and more particularly described as follows:

PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWN 2 SOUTH, RANGE 8 WEST, CITY OF BATTLE CREEK, CALHOUN COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE SOUTH 89°49'32" EAST 1370.40 FEET ALONG THE SOUTH LINE OF SAID SECTION 20; THENCE NORTH 00°16'25" EAST 1204.17 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 20; THENCE SOUTH 89°43'35" EAST 1273.97 FEET PERPENDICULAR WITH SAID EAST LINE; THENCE NORTH 00°16'25" EAST 119.91 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 89°53'58" WEST 2647.02 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 20; THENCE SOUTH 00°09'32" WEST 1318.47 FEET, ALONG SAID NORTH AND SOUTH 1/4 LINE TO THE POINT OF BEGINNING. CONTAINING 45.00 ACRES OF LAND, MORE OR LESS.

Part of 0070-00-580-0

Together with and subject to all easements and restrictions of record, as shown on the Condominium Subdivision Plan attached hereto as Exhibit "B", and all governmental limitations or as declared and reserved herein.



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 Bylaws of The Ridge at Cedar Creek Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

(b) "Administrator" means the Michigan Department of Consumer and Industry Services which is responsible for the administration of the Act.

(c) "Association" means The Ridge at Cedar Creek Condominium Association, a non-profit corporation, organized under Michigan law, of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) "Association Bylaws" means the corporate Bylaws of the Association.

(e) "Board" means the Board of Directors of the Association.

(f) "Condominium" means The Ridge at Cedar Creek as an approved condominium established in conformity with the provisions of the Act.

(g) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by Section 8 of the Act to be recorded as part of the Master Deed.

(h) "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Association Bylaws, and the Rules and Regulations, if any, of the Association.

(i) "Condominium Premises" means and includes the land described in Article II of this Master Deed, and all easements, rights and appurtenances belonging to the Condominium.

(j) "Condominium Subdivision Plan" means Exhibit "B" hereto.



(k) "Common Elements" where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

(l) "Co-Owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof who or which owns legal or equitable title to a Unit in the Condominium. The term "Co-Owner" shall include a land contract vendee. The term "Owner," wherever used, shall be synonymous with the term "Co-Owner".

(m) "Developer" means Summit Development Group, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

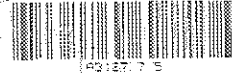
(n) "Open Space" means those areas on Exhibit "B" which are designated as General Common Elements or Common Area.

(o) "Storm Water Retention Area" means the Storm Water Retention Area within the Common Area located in the northwest corner of the Condominium Premises between Units 6 and 7 and the Common Area located south of Ridgeview Drive and east of Unit 1 on Exhibit B and all drain pipes from the boundaries of Units, if any, and from the roads to such Storm Water Retention Area, all of which are General Common Elements.

(p) "Transitional Control Date" means the date on which the Board takes office pursuant to an election in which the votes that may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

(q) "Unit or Units" means each Unit in the Condominium as described in this paragraph with reference to the Condominium Subdivision Plan of The Ridge at Cedar Creek, attached hereto as Exhibit "B". Each Unit shall consist of all that space within the Unit boundaries as shown on Exhibit "B" hereto together with all appurtenances therein. The limits of ownership of each Unit shall extend from fifteen feet (15') below ground elevation to forty feet (40') above ground elevation.

Terms not defined in this Master Deed, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. 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.



ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair, restoration, renovation or replacement thereof are as follows:

A. The General Common Elements are:

1. **Land.** The land described in Article II hereof (other than that portion described in Exhibit "B" hereto as constituting the Units, and the roadways) is a General Common Element.

2. **Improvements.** The Storm Water Retention Area and any sign to be installed at the entrance area of the Condominium Premises are General Common Elements.

Those structures and improvements that are not General Common Elements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-Owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

B. The Limited Common Elements, to the extent they are not within a Unit, are:

1. **Electricity.** The electric box, electrical lines from each electric box to a Unit, and each electrical meter, which are appurtenant to the Unit(s) directly served thereby, are Limited Common Elements. As Limited Common Elements, such electric box, lines and meter shall be subject to the exclusive use and enjoyment of the Co-Owners of the Unit(s) served by such electric box, lines and meter.

2. **Telephone.** The telephone box and telephone lines from a main line to a Unit are appurtenant to the Unit(s) directly served thereby and are Limited Common Elements. As Limited Common Elements, such telephone box and telephone lines shall be subject to the exclusive use and enjoyment of the Co-Owners of the Unit(s) to which such telephone box and lines appertain.

3. **Gas.** The gas gate valve and box, gas lines from each gas main to a Unit and each gas meter are appurtenant to the Unit(s) directly served thereby and are Limited Common Elements. As Limited Common Elements, such gate valve and box, lines and meter shall be subject to the exclusive use and enjoyment of the Co-Owners of the Unit to which such gate valve, box, lines and meter appertain.



4. **Telecommunications.** Telecommunication lines from a service main line to a Unit (including cable TV) are appurtenant to the Unit(s) directly served thereby and are Limited Common Elements. As Limited Common Elements, such lines shall be subject to the exclusive use and enjoyment of the Co-Owners of the Unit to which such lines appertain.

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 Limited Common Elements only to the extent of Co-Owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

C. **Responsibilities.** The respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

1. Each Co-Owner shall be responsible for the maintenance, repair and replacement of the Limited Common Elements appurtenant to such Co-Owner's Unit, all surface and subsurface improvements within such Co-Owner's Unit and the land and landscaping within such Co-Owner's Unit. Each Co-Owner shall be required to maintain that portion of the General Common Elements located adjacent to the front property line of his Unit which lies between the edge of the street and the front property lawn. Within such area, all undisturbed woods and vegetation shall remain.

2. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association except as provided in paragraph IV.C.1 above.

D. No Co-Owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit or the Common Elements.

E. Until it has conveyed title to the last unsold Unit owned by the Developer, the Developer has the irrevocable right:

1. To use the Common Elements for sales, administrative, rental, or storage purposes, and

2. To use any of the unsold Units for sales (including sales offices), administrative or management purposes, and

3. To place signs on the Common Elements for sales and promotional purposes.



ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Description of Units. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit "B". Each Unit shall consist of the land contained within the Unit boundaries on Exhibit "B", together with all appurtenances thereto.

B. Percentage of Value. Except as provided in Article VII of this Master Deed the percentage of value assigned to each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value, and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned.

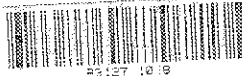
The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share in the proceeds and the expenses of administration and the value of such Co-Owner's vote at meetings of the Association. The total value of the Condominium is one hundred (100%) percent.

ARTICLE VI

CONTRACTIBLE CONDOMINIUM

A. Developer reserves the right, but is not obligated, to contract the Condominium.

B. There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in this Article VI. The consent of any Co-Owner shall not be required to contract the Condominium. All of the Co-Owners and mortgagees of Units and persons interested or who become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments of this Master Deed to effectuate the contraction and to any reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity for re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium.



C. The Developer's right to contract the Condominium shall expire six (6) years after the initial recording of this Master Deed.

D. The land which may be withdrawn from the Condominium includes all land described in Article II hereof but does not include the land occupied by any Unit which has been conveyed to a non-Developer Co-Owner and the roadway and Common Elements adjacent to such Unit and such contiguous land thereto as may be necessary to comply with setback and space requirements imposed by any statute, ordinance or building authority. The land which may be withdrawn may be withdrawn as one parcel or in separate parcels at different times in any order.

E. The number of Units which may remain after the contraction are the units that have been previously conveyed to a non-Developer Co-Owner.

F. Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing percentages of value of Units to preserve a total value of one hundred (100%) percent for the entire Condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article V or Article VII of this Master Deed.

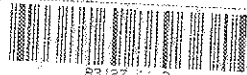
G. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, not later than 180 days after completion of construction, a consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded consolidating Master Deed shall be provided to the Association.

ARTICLE VII

RELOCATION OF BOUNDARIES

A. Relocation. The boundaries between Units shall not be relocated, except that the boundary between two interior Units of the Condominium may be relocated by the Owners of the adjoining Units, subject to the prior written consent of the Architectural Review Committee (as defined in the Declaration of Covenants and Restrictions dated as of April _____, 2006) and an affected mortgagee, in which case the aggregate parcel of each Unit Co-Owner shall thereafter be considered as one Unit.

B. Amendment. An amendment to this Master Deed shall be made pursuant to the Act to reflect the reallocation as between the Units involved of the aggregate undivided interest in the Common Elements appertaining to those Units, the aggregate number of votes in the Association allocated to those Units and the proportionate reallocation of liability for expenses of administration and rights to receipt of administration as between those Units.



ARTICLE VIII

EASEMENTS

A. **Grant of Easements by Association.** The Association, acting through its lawfully constituted Board (including any Board 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 Developer shall own any Unit. No easement created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefited thereby.

B. **Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements, 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. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other improvements located within any Unit or its appurtenant Limited Common Elements.

C. **Easements and Other Rights Retained by the Developer.**

1. **Utility Easement.** The Developer hereby reserves the right, for the benefit of itself, its successors and assigns, and all future owners of any land acquired by the Developer contiguous to the Condominium Premises, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility lines located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event the Developer, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The costs of maintenance, repair, and replacement of utility lines shared by the Co-Owners and the owner or owners of any land benefited by the foregoing easement shall be borne by all such persons proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land to the total number of residential dwellings sharing the utilities. This provision shall not be amended or deleted by any amendment to the Master Deed.

The Developer reserves the right, at any time prior to the Transitional Control Date, to grant easements for utilities over, under and across the Condominium Premises to



appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easements or transfer of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto. 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 easement or transfer of title.

2. **Use of Facilities.** The Developer, and its duly authorized agents, representatives, and employees, may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of Units in the Condominium. In connection therewith, the Developer shall have full and free access to all General Common Elements and unsold Units.

D. **Telecommunications Agreements.** The Association, acting through its duly constituted Board and subject to the Developer's approval until all Units are sold, 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 of periodic subscriber service fees as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board enter into any contract or agreement or grant any easement, license of right of entry or do another 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 within the meaning of the Act and shall be paid over and shall be the property of the Association.

ARTICLE IX

OPEN SPACE RESTRICTIONS

Open Space has been set aside as common land restricted to non-developmental, low impact recreation, conservation use, and is to be preserved in a natural state. It is a General Common Element, which is accessible to all Co-Owners and, as previously stated, responsibility for its maintenance shall be borne by the Association. The only improvements in the Open Space will be the putting green, pavilion and playground within the Common Area located in the northwest corner of the Condominium Premises between Units 6 and 7, and the Storm Water Retention Area. No vehicles of any kind, whether or



not motorized, including bicycles, shall be allowed in the Open Space except for golf carts on designated pathways and maintenance vehicles. Otherwise, use of the Open Space shall be limited to pedestrian traffic. Nothing herein shall be deemed to prohibit the installation of utility lines across the Open Space, so long as they are underground utility lines. The Association shall maintain the Open Space as much as possible in its natural state, and shall not cut trees except those that may have died or been severely storm damaged. However, the Association and/or the Developer shall have the right to establish pedestrian paths within the Open Space. If, for any reason, the Association shall determine that the Open Space is not being used by the Co-Owners in a manner consistent with this Article IX, or if a Co-Owner is using the Open Space and creating a public or private nuisance in the Open Space area, the Association shall have the right to take corrective action, including, but not limited to, the assessment of fines and costs, including reasonable attorney fees.

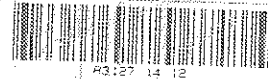
ARTICLE X

AMENDMENT AND TERMINATION OF CONDOMINIUM DOCUMENTS

A. Pre-Conveyance Amendments. If there is no Co-Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the project. All documents reflecting such amendment or termination shall be recorded in the register of deeds office in the county in which the project is located.

B. Post-Conveyance Amendments. If there is a Co-Owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

1. **Nonmaterial changes.** The amendment may be made without the consent of any Co-Owner or mortgagee if the amendment does not materially alter or change the rights of any Co-Owner or mortgagee of a Unit in the project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-Owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan. A mortgagee's rights are not materially altered or changed by any amendment as to which the Developer or Association has obtained a written opinion of a licensed real estate appraiser that such amendment does not detrimentally change the value of any Units affected by the change.



2. **Material changes.** An amendment may be made, even if it will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than two-thirds of the Co-Owners or mortgagees; provided, that a Co-Owner's Unit dimensions or limited Common Elements may not be modified without that Co-Owner's consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability of terms under which a Unit may be rented or modified without the consent of the Developer and each affected Co-Owner. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of Units, shall not be amended without the written consent of the Developer and each affected Co-Owner. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Units in the Condominium.

3. **Compliance with law.** Amendments may be made by the Developer without the consent of Co-Owners and mortgagees, even if the amendment will materially alter or change the rights of Co-Owners and mortgagees, to achieve compliance with the act or rules, interpretations, or orders adopted by the Administrator or by the courts pursuant to the act or with other federal, state, or local laws, ordinances, or regulations affecting the project.

4. **Reserved Developer rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Co-Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the development and sales period, this Master Deed and Exhibits "A" and "B" shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors, or assigns.

5. **As-built plans.** A consolidating Master Deed or amendment to the Master Deed with as-built plans attached shall be prepared and recorded by the Developer within one year after construction of the project has been completed.

6. **Relocation of boundaries.** An amendment may be made pursuant to Article VII of this Master Deed and the Act, for the purpose of relocating boundaries as permitted under Article VII hereof.

7. **Costs of amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Co-Owners, the costs of which are expenses of administration. The Co-Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.



C. **Project Termination.** If there is a Co-Owner other than the Developer, the project may be terminated only with consent of the Developer and not less than 80 percent of the Co-Owners and mortgages, in the following manner:

1. **Termination agreement.** Agreement of the required number of Co-Owners and mortgagees to termination of the project shall be evidenced by their execution of a termination agreement, and the termination shall become effective only when the agreement has been recorded in the register of deeds office in the county in which the project is located.

2. **Real property ownership.** Upon recordation of a document terminating the project, the property constituting the Condominium shall be owned by the Co-Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-Owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

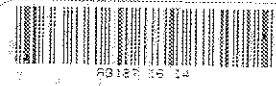
3. **Association assets.** Upon recordation of a document terminating the project, any rights the Co-Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

4. **Notice to interested parties.** Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Administrator.

D. Any amendment must conform to any requirement of City of Battle Creek regarding review and approval.

E. Recording.

- (a) An amendment to this Master Deed shall not be effective until the amendment is recorded.
- (b) A copy of the recorded amendment shall be delivered to each Co-Owner.



ARTICLE XI

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 Developer 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.

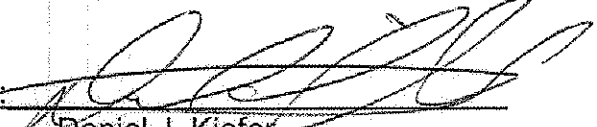
ARTICLE XII

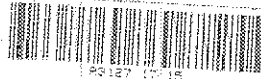
CALHOUN COUNTY PUBLIC HEALTH DEPARTMENT RESTRICTIONS

The Condominium is subject to the following restrictions of the Calhoun County Public Health Department:

- A. No dwelling constructed in the Condominium shall contain more than four (4) bedrooms.
- B. No underground utility lines shall be constructed or located within areas designated as active or reserve septic system areas.
- C. Risers with manholes (for service) and covers shall be constructed on each septic tank.
- D. No unit in the Condominium shall be used for other than single family residential purposes.
- E. No unit in the Condominium shall be subdivided.
- F. Any conveyance of a unit in the Condominium is subject to any water testing disclosures required by the Calhoun County Public Health Department.

SUMMIT DEVELOPMENT GROUP, INC.

By: 
 Daniel J. Kiefer
 Its: President



The Ridge at Cedar Creek
Master Deed

By: [Signature]
Roger J. Wilson
Its: Vice President

STATE OF MICHIGAN)
)ss:
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me on this 11 day of April, 2006, by Daniel J. Kiefer, president of Summit Development Group, Inc., a Michigan corporation, on behalf of the corporation, by authority of its Board of Directors.

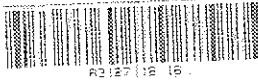
[Signature]
Lisa A. Green, Notary Public
State of Michigan, County of Calhoun
Acting in the County of Calhoun
My Commission Expires: 9-6-12

STATE OF MICHIGAN)
)ss:
COUNTY OF Calhoun)

The foregoing instrument was acknowledged before me on this 11 day of April, 2006, by Roger J. Wilson, vice president of Summit Development Group, Inc., a Michigan corporation, on behalf of the corporation, by authority of its Board of Directors.

[Signature]
Lisa A. Green, Notary Public
State of Michigan, County of Calhoun
Acting in the County of Calhoun
My Commission Expires: 9-6-12

Prepared by:
Stephen L. Simons
Kreis, Enderle, Callander & Hudgins, P.C.
One West Michigan Avenue
Battle Creek, Michigan 49017
(269) 966-3000



**EXHIBIT A
CONDOMINIUM BYLAWS
THE RIDGE AT CEDAR CREEK**

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. The Ridge at Cedar Creek (the "Condominium") located in the City of Battle Creek, County of Calhoun, State of Michigan, shall be administered by an Association of Co-Owners, which shall be a nonprofit 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 in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws of the Association and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-Owners in the Condominium 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.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

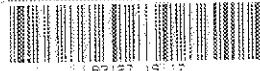
A. Each Co-Owner shall be a member of the Association and no other person or entity shall be entitled to membership.

B. 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 in the Condominium.

C. Each Unit shall be entitled to vote based on its percentage of value of the Condominium.

D. 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 to the Association. The vote of each Co-Owner may only be cast by the individual representative designated by such Co-Owner in the notice required in Section 2.E. of this Article I below or by a proxy given by such individual representative.

E. Each Co-Owner may 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 Unit or Units owned by the Co-Owner, and the name and address of each person, firm, partnership, association, trust or other entity who is 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.



F. There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. At least ten (10) days written notice of the time, place and subject matter of the meeting shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owners at the address indicated in the notice designating such individual representative. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owners.

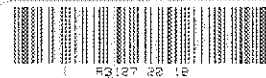
G. The presence in person or by proxy of thirty (30%) percent in value of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

H. Votes may be cast in person or by proxy 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.

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

J. Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep detailed books of account, in accordance with the Act, showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses of the Common Elements and other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts shall be open for inspection by the Co-Owners during reasonable working hours, and income, expense and position statements, the contents of which shall be defined by the Association of Co-Owners, shall be prepared at least semi-annually by qualified accountants and distributed to each Co-Owner. The books shall be audited, reviewed or compiled by an independent accountant at least once a year. Such audit, review or compilation need not be certified. The cost of such professional accounting assistance shall be an expense

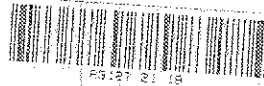


of administration. The Association shall keep current copies of the Master Deed, Bylaws, and all other Condominium Documents available for inspection by Co-Owners, prospective mortgagees and their representatives during business hours at the address of the Condominium Association's Resident Agent. Any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The financial reports and statements provided for in this section are not required to be certified.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors, appointed by the Incorporator prior to the First Annual Meeting of Members held pursuant to Section 7 of this Article I. The number, term of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

A. The Board of Directors shall have all 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. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

1. Management and administration of the affairs of and maintenance of the Condominium and the Common Elements thereof.
2. To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
3. To carry insurance and collect and allocate the proceeds thereof.
4. To rebuild improvements after casualty.
5. To contract for and employ persons, firms, associations or other agents to assist in the management, operation, maintenance, administration and security of the Condominium.
6. 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, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.



7. To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association, including but not limited to borrowing for equipment to maintain the premises, 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 more than sixty (60%) percent of all of the members of the Association in value.

8. To make rules and regulations in accordance with Article VI, Section 2 of these Bylaws.

9. 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.

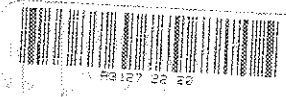
10. To make rules and regulations and/or to enter into agreements with lenders, the purposes of which are to obtain mortgage financing for Unit Co-Owners.

11. To enforce the provisions of the Condominium Documents.

12. To deliver semiannual financial statements to the Co-Owners.

B. The Board of Directors may designate one (1) specific real estate broker, licensed by the State of Michigan, to handle all real estate sales and rentals of Units in the project. The broker shall be located in the County of Calhoun, Michigan, and thereby be available locally to handle such sales and rentals of the Units in the project.

C. The Board of Directors may employ for the Association one or more professional management agents at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.A. of this Article I, 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. Nothing herein shall be deemed to prevent a Co-Owner from hiring the Management Agent or any third party to manage his Unit. Such management agents may include the Developer or any person or entity related thereto provided that, pursuant to Section 55 of the Michigan Condominium Act ("Act"), the Association may void any management contract on the transitional control date or within ninety (90) days thereafter and on thirty (30) days notice at any time thereafter for cause. Also, to the extent any such management contract extends beyond one year after the transitional control date, the excess period under the contract may be voided by the Association by notice at least thirty (30) days before the expiration of the one year.



D. All of the actions (including, without limitation, the adoption of the Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provision pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all Co-Owners in number and in value.

Section 6. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best 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 (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof. Any expenses incurred by the Association under this Section 6 shall be expenses of administration.

Section 7. The First Annual Meeting of the Members of the Association shall be convened not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of twenty-five (25%) percent of the Units that may be created. The Association shall comply with Section 52 of the Act which provides, in part, as follows:

A. An advisory committee of nondeveloper Co-Owners shall be established either 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 1/3 of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a nondeveloper Co-Owner of a Unit in the project, whichever occurs first. The advisory committee shall meet with the Association Board of Directors for the purpose of facilitating



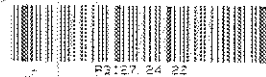
communication and aiding the transition of control to the Association of Co-Owners. The advisory committee shall cease to exist when a majority of the Board of Directors of Co-Owners is elected by the nondeveloper Co-Owners.

B. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 25% of the Units that may be created, at least one director and not less than 25% of the Board of Directors of Co-Owners shall be elected by nondeveloper Co-Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 50% of the Units that may be created not less than 33 1/3% of the Board of Directors shall be elected by nondeveloper Co-Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the nondeveloper Co-Owners shall elect all Directors, except that the Developer shall have the right to designate at least one Director as long as the Developer owns and offers for sale at least 10% of the Units in the project or as long as 10% of the Units remain that may be created.

C. Notwithstanding the formula provided in Section 7.B. of this Article I, 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-Owner of a Unit in the project, if title to less than 75% of the Units that may be created has been conveyed, the nondeveloper Co-Owners have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors of Co-Owners equal to the percentage of Units they hold, and the Developer has the right to elect as provided in the Condominium Documents, 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 Section 7.B. of this Article I. Application of this subsection does not require a change in the size of the Board of Directors as determined in the Condominium Documents.

D. If the calculation of the percentage of members of the Board of Directors that the nondeveloper Co-Owners have the right to elect under Section 7.B. of this Article I, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the nondeveloper Co-Owners under Section 7.C. of this Article I results in a right of nondeveloper Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nondeveloper Co-Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one member as provided in Section 7.B. of this Article I.

The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days written notice shall be given to each Co-Owner.



Thereafter, an annual meeting shall be held each year on such date as specified in the Association Bylaws.

ARTICLE II

ASSESSMENTS

Section 1. 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 2. All expenditures affecting the administration of the Condominium shall include costs incurred in the satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium. All sums received as the proceeds of, or pursuant to, a policy of insurance securing the interests of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall be receipts of administration.

Section 3. Assessments shall be determined in accordance with the following provisions:

A. The Board of Directors 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, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 6 of this Article II rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-Owner shall not affect 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 General Common Elements, (3) to provide additions to the General Common Elements not exceeding \$1,000.00 per Unit annually, 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.

B. Special assessments, in addition to those assessments required in Section 3.A. of this Article II, 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 capital improvements for additions of a cost exceeding \$1,000.00 per Unit annually, (2) assessments to purchase a Unit upon foreclosure of the lien for assessment described in Section 7 of this Article II, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 3.B. (but not including those assessments referred to in Subsection 3.A. of this Article II which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-Owners in value and in number.

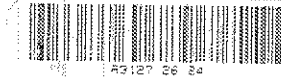
C. Notwithstanding anything herein to the contrary, in the event that any unusual expenses are incurred by the Association which benefit less than all of the Units, or any expenses are incurred by the Association as a result of the conduct of less than all those entitled to occupy the Units in the Condominium or by their lessees, licensees or invitees, then such expenses shall be specially assessed against the Unit involved, or if more than one Unit is involved, against all such Units, pro rata as to their percentages of value so that the total of such expenses equal the total of such assessments.

D. All assessments, whether general or special, shall be due and payable at such times as the Board of Directors shall determine, commencing with acceptance of a deed to a Unit or with 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. Assessments in default shall bear interest at the greater of seven (7%) percent or the highest legal annual interest rate permitted by the laws of the State of Michigan until paid in full. Each Co-Owner (whether one or more person or entities) shall be, and remain, personally liable (jointly and severally if the Co-Owner consists of more than one person or entity) for the payment of all assessments pertinent to his Unit which may be levied while such Co-Owner is the owner thereof.

Section 4. No Co-Owner shall be exempt from any assessment levied pursuant to this Article II by reason of his nonuse or waiver of use of any of the General Common Elements or by the abandonment of his Unit.

Section 5. The Association shall maintain a reserve fund for major repairs and replacements of Common Elements as required by Section 105 of the Act. The reserve fund shall be at least ten (10%) of the Association's annual budget on a noncumulative basis and may be increased by the Board of Directors. Funds contained in the reserve fund shall be used only for major repairs and replacement of Common Elements. There shall be set aside by the Association by the time of the Transitional Control Date, an amount equal to at least ten (10%) percent of the assessments levied by the Association prior to the Transitional Control Date. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association should carefully analyze the Condominium to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

Section 6. Pursuant to Section 131 of the Act, special assessments by governmental authorities and real property taxes are to be assessed against the Units identified as such in



the Condominium Subdivision Plan and not on the Condominium premises or any part thereof, except for the year in which the Condominium was established subsequent to the tax day for that year. Real property taxes and special assessments which become a lien against the Condominium premises, or any part thereof, in that year shall be expenses of administration to be assessed against, apportioned among and paid by the Co-Owners in the manner provided in this Article II.

Section 7. Section 132 of the Act provides, with respect to construction liens, that a construction lien otherwise arising under Act No. 179 of the Public Acts of 1891, being sections 570.1 to 570.30 of the Michigan Compiled Laws, shall be subject to the following limitation set forth below. Act No. 179 of the Public Acts of 1891 has been replaced by the Construction Lien Act P.A. 497 of 1980 as amended, but construction liens remain subject to the following limitations:

A. Except as provided in this section a construction lien for work performed upon a Condominium Unit or upon a Limited Common Element may attach only to the Condominium Unit upon which the work was performed or to which the limited Common Element is appurtenant.

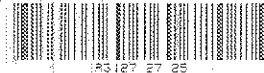
B. A construction lien for work authorized by the Developer, residential builder, or principal contractor and performed upon the Common Elements may attach only to Condominium Units owned by the Developer, residential builder, or principal contractor at the time of recording of the statement of account and lien.

C. A construction lien for work authorized by the Association of Co-Owners may attach to each Condominium Unit only to the proportionate extent that the Co-Owner of the Condominium Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

D. A mechanic's (construction) lien may not arise or attach to a Condominium Unit for work performed on the Common Elements not contracted by the Developer, residential builder, or principal contractor or by the association of the Co-Owners.

In the event that a construction lien attaches to a Unit or a Common Element with respect to work or materials furnished and contracted for by the Association, the Association shall either cause the lien to be removed by bonding, payment, compromise or settlement, or commence a judicial action to contest such lien. Any costs incurred by the Association in connection therewith shall be expenses of administration.

Section 8. All sums assessed by the Association under this Article II shall be subject to, and the Association shall have all rights conferred by, Section 108 and 111 of the Act which provide as follows:



"Sec. 108 (1) Sums assessed to a co-owner by the association of co-owners that are unpaid together with interest on such sums, collection and late charges, advances made by the association of co-owners for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the condominium documents, constitute a lien upon the unit or units in the project owned by the co-owner at the time of the assessment before other liens except tax liens on the condominium unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien recorded as set forth in subsection (3) have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each condominium unit owned by the co-owner shall be in the amount assessed against the condominium unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium units no longer owned by the co-owner but which became due while the co-owner had title to the condominium units. The lien may be foreclosed by an action or by advertisement by the association of co-owners in the name of the condominium on behalf of the other co-owners.

(2) A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action except that to the extent the condominium documents provide, the association of co-owners is entitled to reasonable interest, expenses, costs, and attorney fees for foreclosure by advertisement or judicial action. The redemption period for a foreclosure is 6 months from the date of sale unless the property is abandoned, in which event the redemption period is 1 month from the date of sale.

(3) A foreclosure proceeding may not be commenced without recordation and service of notice of lien in accordance with the following:

(a) Notice of lien shall set forth all of the following:

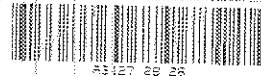
(i) The legal description of the condominium unit or condominium units to which the lien attaches.

(ii) The name of the co-owner of record thereof.

(iii) The amounts due the association of co-owners at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.

(b) The notice of lien shall be in recordable form, executed by an authorized representative of the association of co-owners and may contain other information that the association of co-owners considers appropriate.

(c) The notice of lien shall be recorded in the office of register of deeds in the county in which the condominium project is located and shall be served upon the



delinquent co-owner by first class mail, postage prepaid, addressed to the last known address of the co-owner at least 10 days in advance of commencement of the foreclosure proceeding.

(4) The association of co-owners, acting on behalf of all co-owners, unless prohibited by the master deed or bylaws, may bid in at the foreclosure sale, and acquire hold, lease, mortgage, or convey the condominium unit.

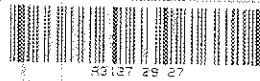
(5) An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien.

(6) An action for money damages and foreclosure may be combined in 1 action.

(7) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the condominium unit, if not occupied by the co-owner, and to lease the condominium unit and collect and apply the rental from the condominium unit.

(8) The co-owner of a condominium unit subject to foreclosure under this section, and any purchaser, grantee, successor, or assignee of the co-owner's interest in the condominium unit, is liable for assessments by the association of co-owners chargeable to the condominium unit that become due before expiration of the period of redemption together with interest, advances made by the association of co-owners for taxes or other liens to protect its lien, costs, and attorney fees incurred in their collection.

(9) The mortgagee of a first mortgage of record of a condominium unit shall give notice to the association of co-owners of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the association of co-owners by certified mail, return receipt requested, addressed to the resident agent of the association of co-owners at the agent's address as shown on the records of the Michigan corporation and securities bureau, or to the address the association provides to the mortgagee, if any, in those cases where the address is not registered, within 10 days after the first publication of the notice. The mortgagee of a first mortgage of record of a condominium unit shall give notice to the association of co-owners of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage, if any; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage upon the association of co-owners by certified mail, return receipt requested, addressed to the resident agent of the association of co-owners at the agent's address as shown on the records of the Michigan corporation and securities bureau, or to the address the association provides to the mortgagee, if any, in those cases where the address is not registered, not less than 10 days before commencement of the judicial action. Failure of the mortgagee to provide notice



as required by this section shall only provide the association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor."

"Sec. 111 (1) Upon the sale or conveyance of a condominium unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against a condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (a) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit.
- (b) Payments due under a first mortgage having priority thereto.

(2) A purchaser or grantee is entitled to a written statement from the association of co-owners setting forth the amount of unpaid assessments, interest, late charges, fines, costs, and attorney fees against the seller or grantor and the purchaser or grantee is not liable for, nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments, interest, late charges, fines, costs, and attorney fees against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the association of co-owners as provided in this act, at least 5 days before sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interests, costs, fines, late charges, and attorney fees incurred in the collection thereof."

Any expenses incurred by the Association in collecting unpaid assessments, including interest, costs and attorney's fees and advances for taxes or other liens paid by the Association to protect the Association's lien, shall be chargeable to the Co-Owner in default, and shall be secured by the lien on his Unit.

The Association may also discontinue the furnishing of any services to a Co-Owner in default upon seven (7) days prior written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to a vote at any meeting of the Association so long as such default continues.

Section 9. The Developer shall be deemed to be a Co-Owner with respect to any Units owned by the Developer after the date of the recording of the Master Deed and shall be responsible for payment of assessments in accordance with this article, except that prior to the first annual meeting of the Association and/or prior to the obtaining of a certificate of occupancy on the Unit, Developer shall not be required to pay full association assessments. Instead, the Developer must contribute only its proportionate share of the association's actual expenses.

Section 10. Section 58 of the Act provides that if a mortgagee of a first mortgage of record or other purchaser obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for Association



assessments chargeable to that Unit which became due prior to the acquisition of title to the Unit by such person. The unpaid assessments are deemed to be common expenses collectible from all Co-Owners including such person, its successors and assigns.

ARTICLE III

RESOLUTION OF DISPUTES

Section 1. 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 Co-Owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect at the time such dispute arises shall be applicable to such arbitration. At the exclusive option of a purchaser, Co-Owner, or person occupying a restricted Unit under Section 104b of the Act, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00, and arises out of or relates to a purchase agreement, Condominium Unit, or Project.

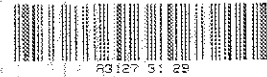
At the exclusive option of the Association, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the common elements of a Condominium, if the amount of the claim is \$10,000.00 or less.

Section 2. Neither the Co-Owners nor the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances; provided, however, that election by the parties involved to submit any dispute, claim or grievance to arbitration shall preclude the parties from litigating the dispute, claim or grievance in the courts.

Section 3. All present and future Co-Owners, tenants of a Co-Owner or non-Co-Owner occupant of a Unit or any other persons acquiring an interest in or using the facilities of the Condominium in any manner, shall be subject to, and shall comply with, the Act, the Master Deed, these Condominium Bylaws, and the Articles of Incorporation, Bylaws of the Association and Rules and Regulations of the Association. In the event of a conflict between the Act and the Condominium Documents, the Act shall govern and control.

Section 4. In the event of a default by a Co-Owner, the Association shall have all the rights, powers (including the power to make Rules and Regulations implementing section 106(c) of the Act and remedies conferred by Section 106 of the Act which provides as follows:

"Sec. 106. A default by a co-owner shall entitle the association of co-owners to the following relief:



(a) Failure to comply with any of the terms or provisions of the condominium documents, shall be grounds for relief, which may include without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessment, or any combination thereof.

(b) In proceedings arising because of an alleged default by a co-owner, the association of co-owners, or the co-owner, if successful, shall recover the costs of the proceeding and reasonable attorney fees as, determined by the court to the extent the condominium documents expressly so provide.

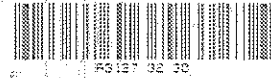
(c) Such other reasonable remedies the condominium documents may provide including but without limitation the levying of fines against co-owners after notice and hearing thereon and the imposition of late charges for nonpayment of assessments as provided in the condominium bylaws or rules and regulations of the condominium."

Section 5. In addition to the rights, powers and remedies of the Association set forth in Section 106 of the Act, 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; provided, however, that prior to the entry into a Unit the Association shall give the affected Co-Owner at least two (2) days prior written notice of its intent to enter and, if the Co-Owner within the two (2) day period fails to correct such violation, the Association shall thereupon have the right to enter the Unit in accordance with the preceding clause.

Section 6. A Co-Owner shall have the rights and remedies conferred by Section 107 of the Act; provided, however, that in no event shall a Co-Owner in an action commenced by him against the Association or against him by the Association be entitled to recover attorney fees. Section 107 provides as follows:

"Sec. 107. A co-owner may maintain an action against the association of co-owners and its officers and directors to compel these persons to enforce the terms and provisions of the condominium documents. In such a proceeding, the association of co-owners or the co-owner, if successful, shall recover the costs of the proceeding and reasonable attorney fees, as determined by the court, to the extent that the condominium documents expressly so provide. 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 this act."

Section 7. 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 or the



Act shall not constitute a waiver of the right of the Association or any such Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 8. All rights, remedies and privileges granted to the Association or any Co-Owners pursuant to any terms, provisions, covenants or conditions of the 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.

ARTICLE IV

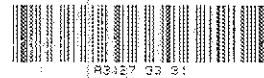
INSURANCE

Section 1. The Association shall carry liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium. The Association, at the election of the Board of Directors, may carry other insurance, including cross coverage for damages done by one Co-Owner to another.

Section 2. Insurance carried by the Association pursuant to Section 1 of this Article IV shall be carried and administered in accordance with the following provisions:

A. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgagees' 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 obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-Owners 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. All Common Elements of the Condominium shall be insured against perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors. Any improvements made by a Co-Owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-Owner; provided that if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association



attributable thereto shall be assessed to and borne solely by said Co-Owner and collected as part of the assessments against said Co-Owner under Article II hereof.

C. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

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

Section 3. Each Co-Owner, by ownership of a Unit in the Condominium, 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 worker's compensation insurance, if applicable, pertinent to the Condominium, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect the proceeds and to distribute the same to the Association, the Co-Owner and respective mortgagees, as their interests may appear (subject always to the Condominium Documents, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

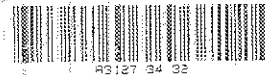
ARTICLE V

RECONSTRUCTION AND EMINENT DOMAIN

Section 1. If any General Common Element of the Condominium property shall be damaged it shall be rebuilt or repaired.

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

Section 3. If the damage is only to a part of a Unit which is the responsibility of a Co-Owner to maintain and repair, it shall be the responsibility of a Co-Owner to repair such damage in accordance with Section 4 of this Article V. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.



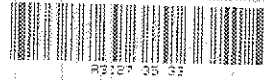
Section 4. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of his Unit.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements and any incidental damage to a Unit caused by such General Common Elements or the reconstruction, repair or maintenance thereof. 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 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 costs 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. The Association shall maintain a reserve fund which, at a minimum, shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The funds contained in the reserve fund shall only be used for major repairs and replacement of Common Elements. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-Owners shall carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional funds should be established for other purposes. On the Transitional Control Date as defined in the Act, the reserve account shall be fully funded and Developer shall be liable for any deficiency in the same as of that date.

Section 6. The following provisions shall control upon any taking by eminent domain:

A. In the event of any taking of an entire Unit by eminent domain, the Co-Owner of such Unit shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall thereupon be divested of all interest in the Condominium. In addition, the provisions of Section 133(2) of the Act shall control. Section 133(2) of the Act provides as follows:

“(2) If a condominium unit is taken by eminent domain, the undivided interest in the common elements appertaining to the condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the co-owner of the condominium unit taken for his undivided interest in the common elements as well as for the condominium unit.”



B. 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 Association on behalf of such Co-Owner unless it is impractical to rebuild or repair such Unit as hereinafter provided, in which event the award shall be paid to the Co-Owner and, upon such payment, the Co-Owner and his mortgagee shall thereupon be divested of all interest in the Condominium. If only a part of a Unit is taken and it is practical to rebuild or repair such Unit and use the same for a lawful purpose permitted by the Condominium Documents, the Association shall rebuild the same as is necessary to make it habitable and remit the balance, if any, of the condemnation proceeds pertinent to such Unit to the Co-Owner thereof. In the event that the award is insufficient to repair or rebuild the Unit, assessments shall be made against all Co-Owners for such repair or rebuilding in amounts sufficient to pay the actual or estimated cost thereof; provided, however, that if the Limited Common Elements specified in the Master Deed must be repaired or rebuilt, the cost of such repair or rebuilding in excess of the condemnation proceeds therefore shall be directly assessable against the Co-Owners of the Unit to which such Limited Common Elements appertain. In addition, the provisions of Sections 133(3) and (4) of the act, as applicable, shall control. Sections 133(3) and (4) of the act provide as follows:

"(3) If portions of a condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the condominium unit not taken. The undivided interest for each condominium unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the condominium unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the condominium project in proportion to their respective undivided interests in the common elements. A condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit partially taken for that portion of the undivided interest in the common elements divested from the co-owner and not reinvested in the co-owner pursuant to subsection (4), as well as for that portion of the condominium unit taken by eminent domain.

(4) If the taking of a portion of a condominium unit makes it impractical to use the remaining portion of that condominium unit for a lawful purpose permitted by the



condominium documents, then the entire undivided interest in the common elements appertaining to the condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that condominium unit shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit for the co-owner's entire undivided interest in the common elements and for the entire condominium unit."

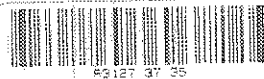
C. Upon the partial or complete taking of a Unit, the provisions of Section 133(5) of the Act shall control, as applicable. Section 133(5) provides as follows:

"(5) Votes in the association of co-owners and liability for future expenses of administration appertaining to a condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to the relative voting strength in the association of co-owners. A condominium unit partially taken shall receive a reallocation as though the voting strength of the association of co-owners was reduced in proportion to the reduction in the undivided interests in the common elements."

D. If any portion of the General Common Elements is taken by eminent domain, the Board of Directors shall determine whether to repair, rebuild or replace the portion so taken or to take such action as is deemed appropriate. Any award for such taking shall be paid to the Association for the benefit of the Co-Owners. In the event that no such affirmative vote is so obtained, the award therefore shall be allocated to the Co-Owners in proportion to their respective undivided interests in the General Common Elements. In accordance with Section 133(1) of the Act, the Association, through the Board of Directors, may negotiate on behalf of all Co-Owners for any taking of Common Elements and any negotiated settlement shall be binding on all Co-Owners.

Section 7. The Association shall give any person or institution holding a first mortgage written notice, at such address as it may direct, from time to time, of any loss to or taking of the General Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount.

Section 8. 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

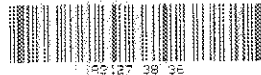
RESTRICTIONS

Section 1. The Association or its duly authorized agents, shall have access to each Unit from time to time during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacements of any of the General Common Elements. The Association or its agents, shall also have access to each Unit at all times without notice, as may be necessary to make emergency repairs or to prevent damage to the General 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 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 caused thereby or for repair or replacement of any damages to his Unit.

Section 2. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the General Common Elements may be made and amended from time to time by any Board of Directors, including the First Board of Directors (or its successors elected by the Developer). Copies of all such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than sixty percent (60%) of all Co-Owners in number and in value.

Section 3. Tenants or Non Co-Owner occupants shall comply with all the conditions of the Condominium Documents of the Condominium, and all leases and rental agreements shall so state.

Section 4. Each Co-Owner shall maintain his Unit and any Limited Common Elements appurtenant thereto from which he has maintenance responsibility in a safe, clean and sanitary condition that is satisfactory to the Association. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, any telephone, water, plumbing, electrical or other electrical 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 any of the Common Elements by him or his family, guests, agents, tenants or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such payment of damages or costs (unless reimbursement to the Association is excluded by virtue of a deductible insurance policy 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 shall be assessed to and collected from the responsible Co-Owner as though it were an approved special assessment in the manner provided in Article II of the Condominium Bylaws.

Section 5. 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 as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. During the construction and sales period, the Developer or its agents, are irrevocably authorized, permitted and empowered to sell, lease or rent Units to any purchaser or lessee on any terms and conditions as it shall deem appropriate. For the purposes of this Section, the construction and sales period shall be deemed to continue so long as Developer owns any Unit which he offers for sale. Until all Units in the entire Condominium (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model office Unit, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the Condominium as may be reasonable to enable construction and sale of the entire Condominium by Developer. During the construction and sales period, Developer shall have full right to utilize all or any portion of any Unit for office and sales purposes or any other purposes reasonably incident to the development and sale of the Condominium.

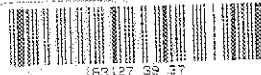
ARTICLE VII

MORTGAGES

Section 1. 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 any such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 2. 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. Upon written request submitted to the Association, any 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.



Section 4. The Association shall give written notification to each mortgagee appearing in said book at least thirty (30) days prior to the effective date of any change in the Condominium Documents and any change of manager (not including change in employees of a corporate manager) of the Condominium.

ARTICLE VIII

AMENDMENTS

These Condominium Bylaws may be amended in the same manner and by the same procedures as the Master Deed may be amended as set forth in Article XI of the Master Deed.

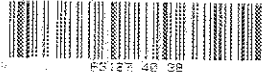
ARTICLE IX

COMPLIANCE AND LIABILITY FOR NEGLIGENCE

The Association and all present or future Co-Owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Condominium 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.

Each Co-Owner is liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association.

If any Co-Owner fails to maintain or repair any part of his Unit or the Limited Common Elements required to be maintained and repaired by such Unit Owner, or if a Unit Owner becomes liable for maintenance, repair or replacement due to negligent conduct as provided in the foregoing paragraph, and if such maintenance or repair is necessary, in the sole discretion of the Association, to protect the Common Elements, or any other portion of the Condominium premises, and such failure of the Co-Owner to maintain or repair continues for a reasonable time after written notice of the necessity of such maintenance or repair has been delivered by the Association to the Co-Owner, the Association may levy a special assessment against such Unit Owner for the cost of said maintenance or repair and cause such repairs or maintenance to be made.



ARTICLE X

DEFINITIONS

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

ARTICLE XI

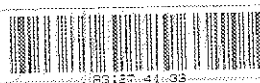
SEVERABILITY

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 held to be partially invalid or unenforceable.

ARTICLE XII

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 the Association or any other entity. 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.



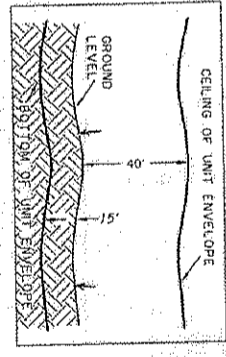
CENTER OF SEC. 20,
T2S, R9W, CITY OF BATTLE
CREEK, CALHOUN CO., MICH.

CURVE TABLE

CURVE #	ARC	RADIUS	DELTA	CHORD
C1	183.20	333.00	55.52.16"	582.0724 W 312.43
C2	280.75	287.00	55.57.17"	N62.0724 E 250.51
C3	178.05	267.00	18.04.22"	N80.9145 E 178.11
C4	46.59	50.00	5.53.20.12"	S43.0735 E 44.32
C5	361.91	75.00	2.76.28.56"	S23.1919 W 24.45
C6	24.70	50.00	29.18.28"	S27.2224 E 146.07
C7	151.88	154.00	55.03.50"	N32.0541 E 150.00
C8	234.82	75.00	180.00.00"	S08.4402 E 43.28
C9	48.35	50.00	92.20.43"	S63.4609 W 182.51
C10	195.46	217.00	32.35.48"	S11.3198 E 165.76
C11	166.56	493.00	19.48.35"	N64.0215 W 30.93
C12	264.94	62.00	244.90.17"	N05.1005 E 104.67
C13	33.35	25.00	76.25.35"	N89.5358 E 275.69
C14	73.30	417.00	10.05.54"	S04.4832 E 73.40
C15	284.24	333.00	48.54.21"	N58.3558 E 275.69
C16	260.75	267.00	55.57.16"	S62.0724 W 250.51
C17	158.05	633.00	14.22.41"	S62.4237 E 158.43
C18	259.17	92.00	72.43.17"	S71.1207 E 174.32
C19	260.12	283.00	32.39.48"	N63.4604 E 251.06

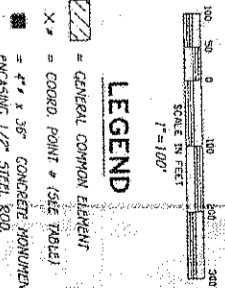
UNIT AREAS

UNIT #	AREA (SQFT)	UNIT #	AREA (SQFT)
1	502.67	15	162.67
2	441.54	16	659.94
3	435.60	17	470.02
4	435.60	18	470.02
5	435.60	19	470.02
6	435.60	20	470.02
7	435.60	21	470.02
8	435.60	22	470.02
9	435.60	23	470.02
10	435.60	24	470.02
11	435.60	25	470.02
12	435.60	26	470.02
13	435.60	27	470.02
14	435.60	28	470.02
15	435.60	29	470.02
16	435.60	30	470.02
17	435.60	31	470.02
18	435.60	32	470.02
19	435.60	33	470.02
20	435.60	34	470.02
21	435.60	35	470.02
22	435.60	36	470.02
23	435.60	37	470.02
24	435.60	38	470.02
25	435.60	39	470.02
26	435.60	40	470.02
27	435.60	41	470.02
28	435.60	42	470.02
29	435.60	43	470.02
30	435.60	44	470.02
31	435.60	45	470.02
32	435.60	46	470.02
33	435.60	47	470.02
34	435.60	48	470.02
35	435.60	49	470.02
36	435.60	50	470.02



UNIT ENVELOPE
NOT TO SCALE

E 1/4 CORNER OF SEC. 20,
T2S, R9W, CITY OF BATTLE
CREEK, CALHOUN CO., MICH.



LEGEND

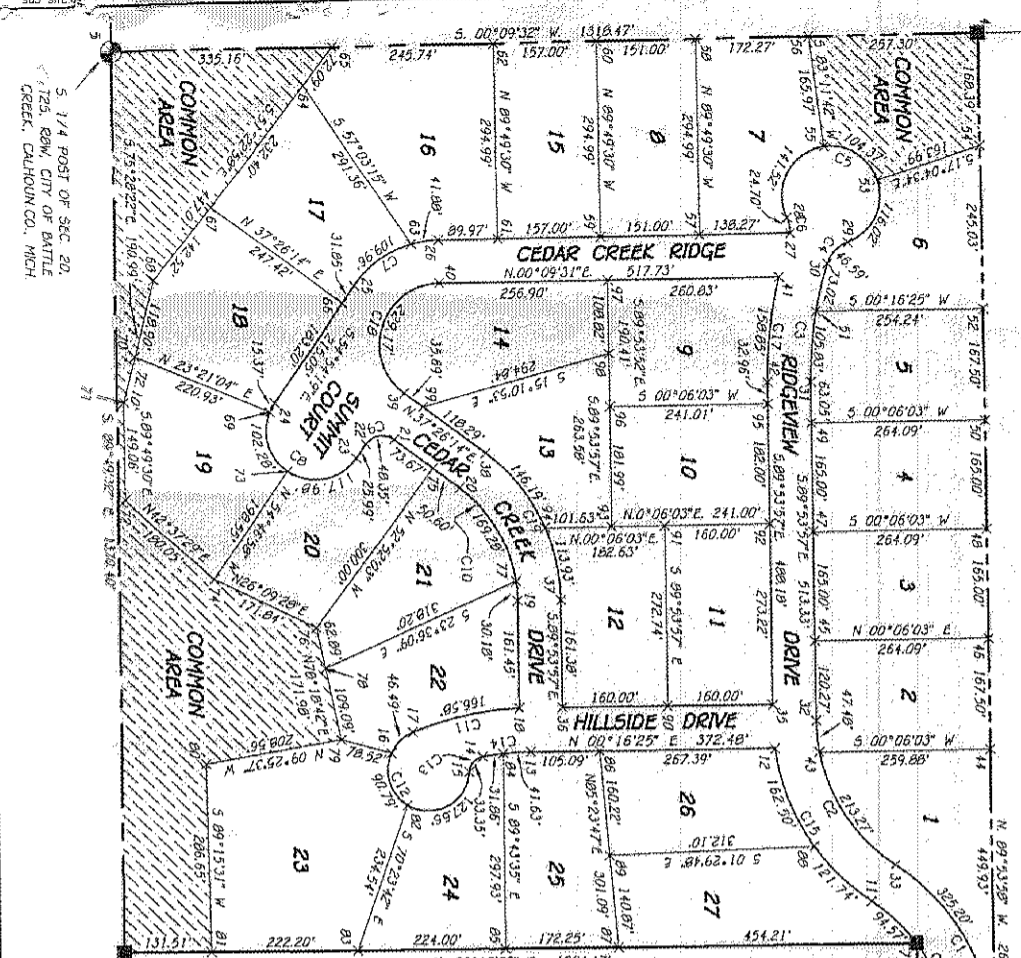


COORDINATE TABLE

PT#	NORTH	EAST	PT#	NORTH	EAST	PT#	NORTH	EAST
1	3991.66	3324.86	26	4399.73	878.87	51	4963.20	956.37
2	5093.77	3191.82	27	4425.97	878.36	52	5217.44	997.88
3	5213.58	3198.19	28	4921.40	891.33	53	5061.12	700.71
4	5218.17	2684.17	29	5013.14	893.06	54	5217.87	732.56
5	3998.70	2684.17	30	4981.45	923.72	55	4992.54	748.28
6	3995.54	1950.91	31	4981.45	1101.57	56	4960.87	583.48
7	5095.70	1950.91	32	4952.47	1614.89	57	4789.70	817.97
8	5095.34	2869.12	33	5095.40	1836.33	58	4788.60	582.96
9	5148.16	2869.12	34	5095.40	1836.33	59	4698.70	877.55
10	5148.49	2112.40	35	4986.31	1599.63	60	4637.60	582.56
11	5032.35	1690.56	36	4566.32	1388.10	61	4479.20	877.12
12	4938.71	1690.56	37	4566.32	1438.73	62	4480.60	582.12
13	4516.23	1693.87	38	4495.63	1201.52	63	4316.33	837.77
14	4443.09	1693.87	39	4333.97	1107.92	64	4189.97	637.77
15	4443.41	1682.97	40	4339.55	942.87	65	4294.86	591.44
16	4394.64	1682.97	41	4389.55	942.87	66	4211.71	970.09
17	4397.90	1621.20	42	4887.17	1101.45	67	4045.25	819.69
18	4394.64	1621.20	43	4926.40	1662.13	68	3995.88	930.71
19	4500.32	1253.93	44	4926.40	1662.13	69	4128.89	1133.37
20	4500.32	1253.93	45	5216.28	1662.13	70	3926.05	1045.81
21	4316.64	1178.38	46	4926.40	1494.82	71	3907.97	1119.66
22	4294.05	1184.92	47	4926.40	1494.82	72	3907.97	1119.66
23	4294.05	1206.82	48	3216.88	1330.06	73	4154.20	1234.37
24	4156.36	1119.30	49	4993.08	1164.82	74	4040.00	1386.69
25	4360.02	944.03	50	4217.15	1163.09	75	4375.33	1223.16

NOTE

- UNITS 1 AND 5 MUST BE BUILT.
- UNITS 2-4 & 6-27 NEED NOT BE BUILT.
- ALL ROADS ARE INTENDED TO BE DEDICATED TO THE PUBLIC.
- RIDGEVIEW DRIVE MUST BE BUILT.
- ALL OTHER ROADS NEED NOT BE BUILT.



THE RIDGE AT CEDAR CREEK

SITE PLAN

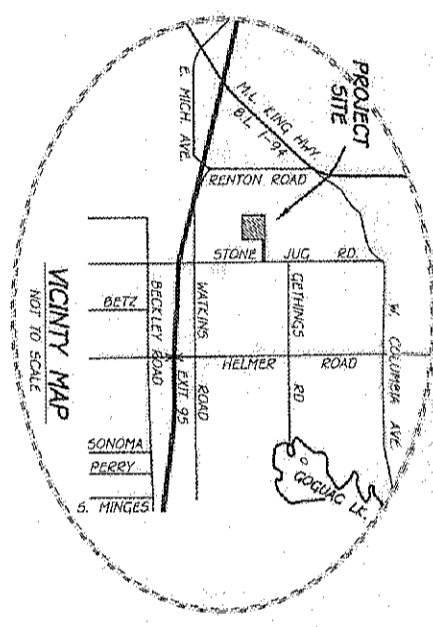
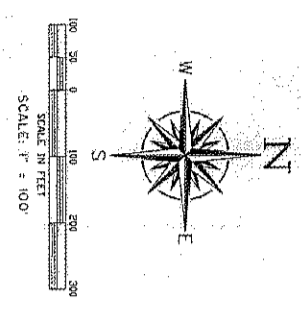
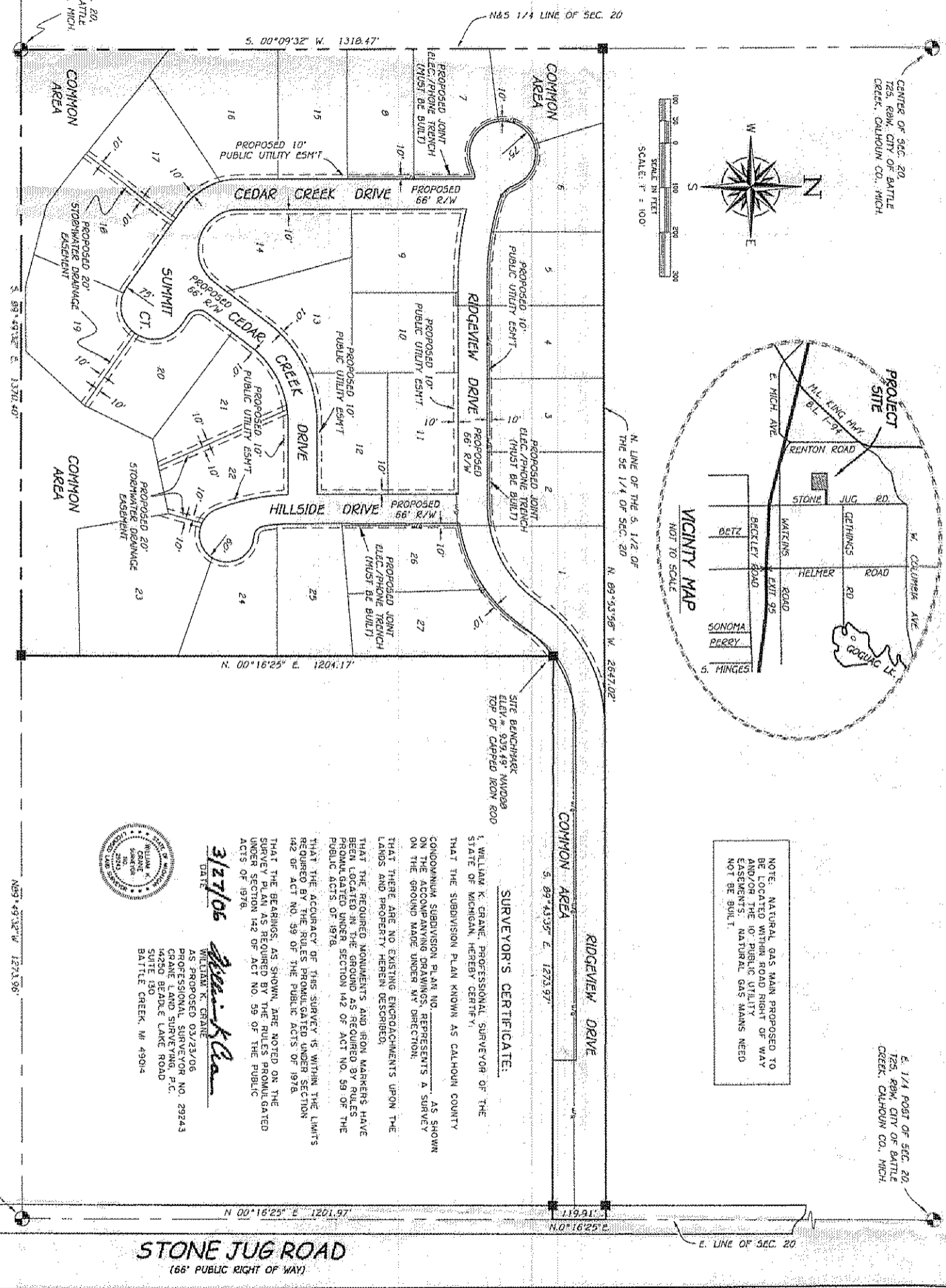
DRAWN BY: MPP	CHECKED BY: WKC	JOB NO: 36876
PRELIMINARY	REVISION	DATE: 03/23/08
FINAL	REVISION	SCALE: 1"=100'

CRANE LAND SURVEYING, P.C.
 1424 BERRY AVE. 2ND FL.
 BATTLE CREEK, MICHIGAN 49814
 PHONE: (517) 363-2177
 FAX: (517) 363-2178
 (48) 484-7000

WILLIAM K. CRANE, P.S. NO. 29243
 AS BUILT 03/23/08

5. 1/4 POST OF SEC. 20,
T25, R9W, CITY OF BATTLE
CREEK, CALHOUN CO., MICH.

CENTER OF SEC. 20,
T25, R9W, CITY OF BATTLE
CREEK, CALHOUN CO., MICH.



N. LINE OF THE 5. 1/2 OF
THE SE 1/4 OF SEC. 20
N. 89°52'58" W. 2647.02'

COMMON AREA
S. 89°43'39" E. 1273.97'

N. 00°16'25" E. 1204.17'

N. 89°43'32" W. 1274.86'

N. 00°16'25" E. 1201.97'

119.91'

N. 0°16'25" E.

E. LINE OF SEC. 20

NOTE: NATURAL GAS MAIN PROPOSED TO BE LOCATED WITHIN ROAD RIGHT OF WAY AND/OR THE 10' PUBLIC UTILITY EASEMENTS. NATURAL GAS MAINS NEED NOT BE BUILT.



DATE: 3/27/06
 WILLIAM K. CRANE
 AS PROPOSED 03/23/06
 PROFESSIONAL SURVEYOR NO. 29243
 CRANE LAND SURVEYING, P.C.
 14250 BEADLE LAKE ROAD
 SUITE 150
 BATTLE CREEK, MI 49014

SURVEYOR'S CERTIFICATE:
 I, WILLIAM K. CRANE, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
 THAT THE SUBDIVISION PLAN KNOWN AS CALHOUN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 14250 BEADLE LAKE ROAD, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION;
 THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED;
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978;
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978;
 THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

SE CORNER OF SEC. 20,
T25, R9W, CITY OF BATTLE
CREEK, CALHOUN CO., MICH.

E. 1/4 POST OF SEC. 20,
T25, R9W, CITY OF BATTLE
CREEK, CALHOUN CO., MICH.

STONE JUG ROAD

(66' PUBLIC RIGHT OF WAY)

THE RIDGE AT CEDAR CREEK

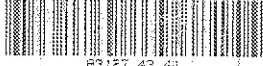
SURVEY & UTILITY PLAN

DRAWN BY:	MPP	CHECKED BY:	WKC	JOB NO.:	36676
<input type="radio"/> PRELIMINARY	REVISION	<input type="radio"/> FINAL	REVISION	DATE:	03/23/06
				SCALE:	1"=100'

CRANE LAND SURVEYING, P.C.
 14250 BEADLE LAKE ROAD
 BATTLE CREEK, MICHIGAN 49014
 PHONE: (269) 383-1515
 FAX: (269) 383-1505

ATTENTION: COUNTY REGISTER OF DEEDS:

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.



DEVELOPER:

SUMMIT DEVELOPMENT GROUP, INC.
1050 WEST COLUMBIA AVENUE
BATTLE CREEK, MICHIGAN 49815

SHEET INDEX:

- 1.) COVER SHEET
- 2.) SURVEY & UTILITY PLAN
- 3.) SITE PLAN

EXHIBIT B TO THE MASTER DEED OF
the RIDGE at CEDAR CREEK
 CALHOUN COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. _____
 SECTION 20, TOWN 2 SOUTH, RANGE 8 WEST,
 CITY OF BATTLE CREEK, CALHOUN COUNTY, MICHIGAN.

LEGAL DESCRIPTION:

PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWN 2 SOUTH, RANGE 8 WEST, CITY OF BATTLE CREEK, CALHOUN COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE SOUTH 89°49'32" EAST 1370.40 FEET ALONG THE SOUTH LINE OF SAID SECTION 20; THENCE NORTH 00°16'25" EAST 1204.17 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 20; THENCE SOUTH 89°43'35" EAST 1273.97 FEET PERPENDICULAR WITH SAID EAST LINE; THENCE NORTH 00°16'25" EAST 119.91 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 89°53'58" WEST 2647.02 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 20; THENCE SOUTH 00°09'32" WEST 1310.47 FEET, ALONG SAID NORTH AND SOUTH 1/4 LINE TO THE POINT OF BEGINNING.

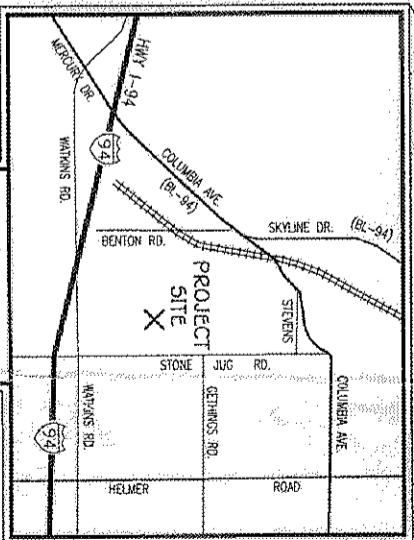
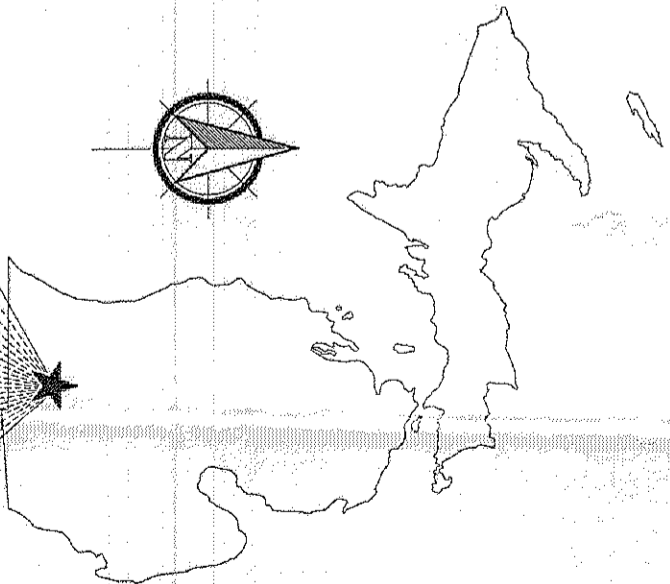
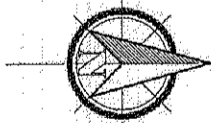
CONTAINING 45.00 ACRES OF LAND, MORE OR LESS.

PREPARED BY:

CRANE LAND SURVEYING, P.C.
 14250 BEADLE LAKE ROAD
 SUITE 130
 BATTLE CREEK, MICHIGAN 49014
 PHONE: (269) 963-7977
 FAX: (269) 963-7008



William K. Crane
 WILLIAM K. CRANE, P.S. #29243
 AS PROPOSED 03/23/06



VICINITY MAP (NOT TO SCALE)