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MASTER DEED

HAWK NEST CONDOMINIUM

Clinton County Condominium Subdivision Plan No. 30

(Act 59, Public Acts of 1978, as amended)

THIS MASTER DEED is made and executed on the 8th day of January, 2003, by Chandler Homes, L.L.C., a Michigan limited liability company, hereafter referred to as Developer, whose office is situated at 12900 BR-US 27, Suite C, DeWitt, Michigan 48820, represented herein by its officer or officers who are fully empowered and qualified to act on behalf of said company, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the Act.

500-036-100-091-00
500-036-200-026-00

WITNESSETH:

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Hawk Nest Condominium as a condominium project under the Act and does declare that Hawk Nest Condominium (hereinafter referred to as the Condominium Project), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

CLINTON COUNTY
TREASURER'S OFFICE
ST. JOHNS, MI

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I HEREBY CERTIFY THAT THERE ARE NO TAX LIENS OR TITLES HELD BY THE STATE OR INDIVIDUALS ON THE LANDS DESCRIBED IN THE WRITTEN INSTRUMENT AND THAT ALL TAXES WHICH BY LAW ARE REQUIRED TO BE RETURNED TO THIS OFFICE HAVE BEEN FULLY PAID FOR THE FIVE YEARS PRECEDING THE DATE OF SAID INSTRUMENT AS SHOWN BY THE RECORDS IN THIS OFFICE. THIS CERTIFICATE DOES NOT APPLY TO THE TAXES, IF ANY, NOW IN PROCESS OF COLLECTION BY TOWNSHIP OR VILLAGE COLLECTING OFFICERS

Jana Ward
CLINTON COUNTY TREASURER

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Hawk Nest Condominium. The initial phase of the Condominium Project shall consist of one hundred thirty six (136) detached building sites each of which is intended for separate ownership and use and shall be known as a Condominium Unit. Pursuant to Article VII hereof, Developer shall have the right to expand the Condominium Project to include a maximum of four hundred seventy (470) Units. Each Condominium Unit shall consist of only the land included within the perimeter of the site as delineated on the Condominium Subdivision Plan (Exhibit B to this Master Deed). Each purchaser will hold title to his/her Unit and to any residential building ("residence") and other improvements constructed upon the Unit. The Developer is under no obligation to construct any residence or other improvements upon the Unit. However, all residences and improvements to be constructed upon the Unit and the Common Elements shall comply with the Developer's Architectural and Building Specifications and Use Restrictions set forth in detail in Article VI of the Bylaws (Exhibit A to this Master Deed). Each Co-owner in the Condominium Project shall have an exclusive right to his/her Unit and shall have an undivided and inseparable percentage interest in the Common Elements of the Condominium Project as designated in this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

A parcel of land in Section 36, T5N, R2W, City of East Lansing, Clinton County, Michigan, the surveyed boundary of said parcel described as:

Commencing at the Southeast corner of said Section; thence N89°26'40"W along the South line of said Section a distance of 1325.10 feet to the East line of the Northwest 1/4 of the Southeast 1/4 of said Section; thence N00°06'33"W along said East line a distance of 1319.39 feet to the South line of the North 1/2 of the Southeast 1/4 of said Section and the point of beginning of this description: thence N89°28'54"W along said South line of said Section 1326.31 feet; thence N89°29'19"W along the South line of the North 1/2 of the Southwest 1/4 a distance of 74.07 feet; thence N00°31'06"E 60.00 feet; thence



N15°09'43"W 110.04 feet; thence N00°30'56"E 24.50 feet; thence S89°29'04"E 41.33 feet; thence 31.78 feet Northeasterly along the arc of a curve to the left, said curve having a radius of 24.50 feet, a delta angle of 74°19'09" and a chord length of 29.60 feet bearing N53°21'21"E; thence N16°11'47"E 45.18 feet; thence 27.23 feet Northeasterly along the arc of a curve to the left, said curve having a radius of 99.50 feet, a delta angle of 15°40'41" and a chord length of 27.14 feet bearing N08°21'27"E; thence N00°31'06"E 326.73 feet; thence N89°29'04"W 12.00 feet; thence N00°31'06"E 114.50 feet; thence S89°29'04"E 150.71 feet; thence N00°30'56"E 48.18 feet, thence S89°29'04"E 645.03 feet; thence N00°03'33"W 264.95 feet; thence N35°20'59"E 297.12 feet, thence N81°33'45"E 68.58 feet; thence N00°03'33"W 445.10 feet; thence N56°22'45"E 122.79 feet; thence N72°53'11"E 35.96 feet; thence N36°49'42"E 30.53 feet; thence N89°56'37"E 161.13 feet to said East line; thence S00°06'38"E along said East line a distance of 519.47 feet to the East-West 1/4 line of said Section; thence S00°06'33"E continuing along said East line a distance of 1319.39 feet to said South line and the point of beginning; said parcel containing 33.80 acres more or less; said parcel subject to all easements and restrictions if any.

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 Association Bylaws and Rules and Regulations, if any, of the Hawk Nest Condominium Association, a Michigan non-profit corporation, Disclosure Statement, Sale and Purchase Agreements and Escrow Agreement, as well as deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Hawk Nest Condominium as a condominium project. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" shall mean the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of

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.

Section 3. Association Bylaws. "Association Bylaws" shall mean the corporate bylaws of Hawk Nest Condominium Association, a Michigan non-profit corporation, established to manage, maintain and administer the Condominium Project.

Section 4. Bylaws. "Bylaws" shall mean Exhibit A hereto, being the Condominium Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Sections 3(8), 53 and 54 of the Act to be recorded as part of the Master Deed.

Section 5. Common Elements. "Common Elements" where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents. "Condominium Documents," wherever used, shall mean and include this Master Deed and Exhibits A and B hereto, and the Disclosure Statement, Sale and Purchase Agreement, Escrow Agreement, Articles of Incorporation, Association Bylaws and Rules and Regulations, if any, of the Association.

Section 7. Condominium Project. "Condominium" or "Project" shall mean Hawk Nest Condominium as a Condominium Project established in conformity with the provisions of the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" shall mean Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe the Condominium as a completed Condominium Project, and which shall express percentages of value for each Unit as finally readjusted. The Consolidating Master Deed when received, shall supersede the previously recorded Master Deed for the Condominium and all prior amendments.

Section 10. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale, or for so long as the Developer is entitled to add Units to the Project as provided in Article VII hereof, whichever is longer.

Section 11. Co-owner. "Co-owner" shall mean a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner." "Co-owner" includes land contract vendees and land contract vendors who are considered jointly and severally liable under the Act and the

Condominium Documents, except as it is expressly provided elsewhere in the Condominium Documents.

Section 12. Developer. "Developer" shall mean Chandler Homes, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns.

Section 13. First Annual Meeting. "First Annual Meeting" means the first meeting of the Association at which Co-owners unaffiliated with the Developer are permitted to vote for the election of directors and upon all other matters which may properly be brought before the meeting. The First Annual Meeting may be held in the Developer's sole discretion after more than 50% in number of the Units have been sold and the purchasers qualified as members of the Association. The First Annual Meeting shall be held: (i) after the expiration of 54 months from the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium Project or (ii) 120 days after the conveyance of legal or equitable title of 75% in number of all Units that may be created in the Condominium Project, whichever occurs first. The maximum number of Units that may be added to the Project pursuant to Article VII shall be included in the calculation of the number of Units which may be created.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer, exceeds the votes which may be cast by the Developer. The Transitional Control Date may be before, on or after the First Annual Meeting.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" shall mean that portion of the Condominium Project land designed and intended for separate ownership and use as described on the Condominium Subdivision Plan, Exhibit B attached to this Master Deed. Unless otherwise stated, a Unit shall not include any residence or other improvements constructed by a purchaser within the perimeter of a Unit. A purchaser shall be solely responsible for the cost of all improvements to the Unit.

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 Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

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

(a) **Land.** The land described in Article II of this Master Deed, including all private roads and other surface improvements, but excluding those portions designated on the Condominium Subdivision Plan as Condominium Units or Limited Common Elements.

(b) **Electrical.** The electrical transmission service throughout the Project, including primary and secondary service lines up to the point where service is available for connection to a residence constructed within a Unit.

(c) **Telephone.** The telephone wiring system up to the point of connection with the service pedestal within each Unit.

(d) **Gas.** The gas main distribution system throughout the Project up to the point where the service is available for connection to a residence constructed within a Unit.

(e) **Water.** The water distribution system throughout the Project up to the point where service is available for connection to a residence constructed within a Unit.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the point where service is available for connection to a residence constructed within a Unit.

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

(h) **Telecommunications.** The telecommunications and cable television systems throughout the Project, if and when they may be installed, up to, but not including, connections to provide service to a residence constructed within a Unit.

(i) **Landscaping.** All landscaping, berms, trees, and plantings, within the Condominium Project, except any landscaping, trees and plantings within the Units.

(j) **Signage.** All entrance markers and signs for the Condominium Project.

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

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

Section 2. Limited Common Elements. Limited Common Elements are those portions of the Common Elements reserved for the exclusive use and enjoyment of one or more but not all Co-owners. Initially, there are no Limited Common Elements within the Condominium Project.

Section 3. Responsibilities for Maintenance, Decoration, Repair and Replacement.

(a) **Association Responsibility.** Except as elsewhere provided in this Master Deed, the Association shall be responsible for the maintenance, repair or replacement of all Common Elements, except to the extent of maintenance, repair or replacement due to the act or neglect of a Co-owner or his agent, guest, invitee, family member or pet, for which such Co-owner shall be solely responsible;

(b) **Co-owner Responsibility.** Each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:

(i) Each and every part of the Co-owner's Unit, including the exterior and interior of the residence constructed thereon;

(ii) Any maintenance, repair or replacement of any portion of the Condominium Project due to the act or neglect of a Co-owner or his agent, guest, invitee, family member or pet; and

(iii) Payment of all utilities attributable to the Co-owner's Unit.

(c) **Co-owner Negligence or Fault.** If the Association determines in its sole discretion that maintenance, repair or replacement of any other item is required as a result of the failure of the Co-owner to perform the responsibilities as set forth in subparagraph (b) above, the Association may proceed to perform the required work itself. The cost of any such maintenance, repair or replacement performed by the Association shall be paid by the Co-owner and added to that Co-owner's monthly Association assessment, if necessary. Failure

of the Co-owner to pay the charges incurred by the Association shall entitle the Association to proceed with all remedies as set forth in the Condominium Bylaws.

(d) **Co-owner Alterations.** No Co-owner shall in any way alter or modify any Common Elements within the Condominium without the prior written consent of the Developer during the Construction and Sales Period and thereafter, without the prior written consent of the Association.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached as Exhibit B. Each Unit shall consist of the land contained within the Unit boundaries as shown on the Condominium Subdivision Plan and delineated with heavy outlines together with all appurtenances but not including any residence or other improvements constructed by the Co-owner within the Unit.

Section 2. Percentage of Value. The total value of the Project is 100%. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and concluding that there are not material differences. These percentages of value shall be determinative of the proportionate share to be paid by each Co-owner for the expenses of the Association and the value of such Co-owner's vote at meetings of the Association.

ARTICLE VI

EASEMENTS AND RESTRICTIONS

Section 1. Easement for Maintenance of Encroachments and Utilities. If any portion of a Unit or Common Elements encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance after rebuilding, in the event of any destruction. There shall be easements to, through and over those portions of the land and improvements (including all Units) for the continuing maintenance and repair of Common Elements and all utilities in the Condominium Project, which easements shall be administered by the Association.

Section 2. Utility Easements/Access by Utility Companies and Damage Caused. The Developer reserves utility easements as shown on the Utilities Plan included in the Condominium Subdivision Plan. The Developer may, but shall not be obligated to, record separate easement instruments specifically describing the location of said easements. The utility easement shall revert to the Association upon the recording of the Consolidating Master Deed. Utility companies and governmental units furnishing services such as water, sanitary sewer, storm sewer, electricity, television cable, gas, oil and telephone shall have access to the Common Elements and the Units as may be reasonable for the installation, repair or maintenance of such services. Any costs, including damage to the Common Elements, incurred in the installation, maintenance or repair of such services designated as General Common Elements to the extent not paid by the utility company, shall be an expense of administration to be paid by the Association.

Section 3. Access for Utility Repairs. No Co-owner shall, in any way, restrict access to any of the common utilities or utility distribution systems, or any other Common Elements that must be accessible to service any residences. Should access to any of these facilities be required, the Association may remove any coverings or attachments that restrict such access and will have no responsibility for repairing or replacing any materials that are damaged in the course of gaining such access. There shall be easements to, through and over those portions of the land and improvements, as may be reasonable, for the installation, maintenance and repair of all utilities necessary to the Condominium Project.

Section 4. Easements for Maintenance and Repair and Replacement. The Developer, the Association, including its officers, directors, agents and designees, and all public or private utilities shall have such easements as may be necessary in, on, or over the Condominium Project, including all Units and Common Elements, to fulfill any responsibilities which they or any of them are required or permitted to perform under the Condominium Documents.

Section 5. Utility Tap-Ins. The Developer reserves, for the benefit of itself, its successors and assigns, and for the benefit of all future owners within the proposed future development area described in Article VII hereto, an unrestricted easement and license to tap into and to use any and all utility lines now or in the future located in the Condominium Project, including, but not limited to, electrical, telephone, water, gas, storm and sanitary sewer mains. The Developer may, but shall not be obligated to, record separate easement instruments specifically describing the location of said easements. In the event Developer utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Property, it shall be obligated at its own expense to restore the Condominium Project to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

Section 6. Grading and Drainage Easements. The Developer reserves, for the benefit of itself and the Association, a grading and drainage easement along the perimeter of each Unit as shown on the Condominium Subdivision Plan. Each Co-owner shall be solely

responsible for maintaining the grading and drainage easement area within that Co-owner's Unit; provided, however, that the Co-owner shall be prohibited from constructing any improvements within this area or otherwise taking any steps which alter or interfere with the grading and drainage plan throughout the Project.

Section 7. Sidewalk Easement. The Developer reserves, for the benefit of itself and the Association, an easement for access along the sidewalks throughout the sidewalk easement area as shown on the Condominium Subdivision Plan. Each Co-owner shall be solely responsible for installing and maintaining a four (4) foot sidewalk along the sidewalk easement area on that Co-owner's Unit.

Section 8. Bicycle Pathway. The Developer reserves the right to dedicate, to the City of East Lansing, property for a twenty (20) foot wide bicycle pathway as shown on the Condominium Subdivision Plan; provided, however, that the City of East Lansing shall be solely responsible for installing and maintaining the bicycle pathway. The Developer shall record a separate instrument transferring this bicycle pathway property.

Section 9. Storm Drain Easement. The Developer reserves the right to dedicate, for the benefit of any surrounding property, a storm drain easement.

Section 10. Telecommunications Agreements. The Association, subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and contracts for the sharing of any installation or periodic subscriber service fees as may be necessary or desirable to provide for cable television, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit. In no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other thing which will violate any provision of any federal, state or local law. Any sums paid by any telecommunications company in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project and shall be paid over to and shall be the property of the Association.

Section 11. Access Easement. The Developer reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article VII, or any portion or portions thereof, an unrestricted easement to use any and all private roads within the Project for access purposes.

Section 12. Dedication. The Developer reserves the right to dedicate, for the use of the public, any streets, roadways, pathways and sidewalks over, under, and across the Condominium Project to the City of East Lansing or any private or public utility company, and

the right to transfer title of any utilities to any state, county or local units of government or private or public utility companies.

ARTICLE VII

EXPANSION OF CONDOMINIUM

Section 1. Additional Units. The Condominium Project is intended to be the first stage of an expandable Condominium under the Act to contain in its entirety a maximum of four hundred seventy (470) Units. Additional Units, if any, will be established upon all or some portion or portions of the following described land within the expandable area as labeled on Exhibit B:

A parcel of land in Section 36, T5N, R2W, City of East Lansing, Clinton County, Michigan, the surveyed boundary of said parcel described as:

Commencing at the Southeast corner of said Section 36; thence N89°26'40"W along the South line of said Section a distance of 1325.10 feet to the East line of the Northwest 1/4 of the Southeast 1/4 of said Section; thence N00°06'33"W along said East line a distance of 1319.39 feet to the point beginning of this description: thence N89°28'54"W along the South line of the North 1/2 of the Southwest 1/4 of said Section a distance of 1326.31 feet; thence N89°29'19"W continuing along said South line a distance of 776.00 feet; thence N00°09'43"W 421.00 feet; thence N89°29'19"W 268.00 feet; thence N00°09'43"W 1511.66 feet; thence S60°58'25"W 1096.64 feet; thence N00°40'09"W 1545.51 feet; thence N25°54'17"E 496.84 feet; thence N50°47'01"E 162.74 feet; thence S84°39'40"E 451.18 feet; thence N30°46'43"E 104.35 feet; thence S59°13'17"E 185.03 feet; thence S30°03'35"W 223.19 feet; thence N83°31'02"W 350.48 feet; thence S43°43'19"W 136.37 feet; thence S27°28'05"W 354.85 feet; thence S00°40'09"E 1003.90 feet; thence S39°48'52"E 184.61 feet; thence N60°58'25"E 696.60 feet; thence S88°55'39"E 338.99 feet; thence N82°53'36"E 203.78 feet; thence S81°47'11"E 210.11 feet; thence S18°01'55"E 222.73 feet; thence S11°46'03"E 449.83 feet; thence N89°05'22"E 287.81 feet; thence N82°34'23"E 197.24 feet; thence N61°53'15"E 110.43 feet; thence N30°09'18"E 257.84 feet; thence N02°10'14"W 237.86 feet; thence N16°44'07"W 198.64 feet; thence N23°30'16"W 426.24 feet; thence N22°25'21"E 158.52 feet; thence N60°58'25"E 956.96 feet; thence S00°03'33"E 184.33 feet; thence S89°42'15"E 39.82 feet to said East line; thence S00°06'38"E along said East line a distance of 1662.91 feet; thence S00°06'33"E continuing along said East line a

distance of 1319.39 feet to the point of beginning; said parcel containing 134.19 acres more or less; said parcel subject to all easements and restrictions if any;

Except:

A parcel of land in Section 36, T5N, R2W, City of East Lansing, Clinton County, Michigan, the surveyed boundary of said parcel described as:

Commencing at the Southeast corner of said Section; thence N89°26'40"W along the South line of said Section a distance of 1325.10 feet to the East line of the Northwest 1/4 of the Southeast 1/4 of said Section; thence N00°06'33"W along said East line a distance of 1319.39 feet to the South line of the North 1/2 of the Southeast 1/4 of said Section and the point of beginning of this description: thence N89°28'54"W along said South line of said Section 1326.31 feet; thence N89°29'19"W along the South line of the North 1/2 of the Southwest 1/4 a distance of 74.07 feet; thence N00°31'06"E 60.00 feet; thence N15°09'43"W 110.04 feet; thence N00°30'56"E 24.50 feet; thence S89°29'04"E 41.33 feet; thence 31.78 feet Northeasterly along the arc of a curve to the left, said curve having a radius of 24.50 feet, a delta angle of 74°19'09" and a chord length of 29.60 feet bearing N53°21'21"E; thence N16°11'47"E 45.18 feet; thence 27.23 feet Northeasterly along the arc of a curve to the left, said curve having a radius of 99.50 feet, a delta angle of 15°40'41" and a chord length of 27.14 feet bearing N08°21'27"E; thence N00°31'06"E 326.73 feet; thence N89°29'04"W 12.00 feet; thence N00°31'06"E 114.50 feet; thence S89°29'04"E 150.71 feet; thence N00°30'56"E 48.18 feet, thence S89°29'04"E 645.03 feet; thence N00°03'33"W 264.95 feet; thence N35°20'59"E 297.12 feet, thence N81°33'45"E 68.58 feet; thence N00°03'33"W 445.10 feet; thence N56°22'45"E 122.79 feet; thence N72°53'11"E 35.96 feet; thence N36°49'42"E 30.53 feet; thence N89°56'37"E 161.13 feet to said East line; thence S00°06'38"E along said East line a distance of 519.47 feet to the East-West 1/4 line of said Section; thence S00°06'33"E continuing along said East line a distance of 1319.39 feet to said South line and the point of beginning; said parcel containing 33.80 acres more or less; said parcel subject to all easements and restrictions if any.

Section 2. Increase of Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, during a period of six (6) years from the date of the recording of this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development.

Section 3. Expansion Not Mandatory. Nothing in the Condominium Documents shall in any way obligate the Developer to enlarge the Condominium Project beyond the initial phase established by this Master Deed. The Developer may, in its discretion, add or establish all or a portion of the area of future development as a rental development, a separate condominium project (or projects) or any other form of development, and in any order desired by Developer. There are no restrictions on the election of the Developer to expand the Project other than as set forth in the Condominium Documents.

Section 4. Amendment to Master Deed and Modification of Percentage of Value. Any increase in size of this Condominium Project shall be made by appropriate amendments to this Master Deed. The amendments shall be prepared by and at the discretion of the Developer and the percentages of value set forth in Article V shall be readjusted in order to preserve a total value of 100% for the entire Project. The determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Any readjustments shall be made using the original method of determining percentages of value for the Project.

Section 5. Redefinition of Common Elements. Any amendments to the Master Deed shall also contain further definitions and redefinitions of General or Limited Common Elements as may be necessary to describe, serve and provide access to any additional parcels added to the Project. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

Section 6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded, as determined by the Developer, in order to incorporate into one set of instruments all successive stages of development.

Section 7. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to permit the foregoing and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other necessary documents. Such amendments may be made without the necessity of rerecording the entire Master Deed or the exhibits and may incorporate by reference all or any portions of this Master Deed and the exhibits.

ARTICLE VIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners entitled to vote as of the record date for such votes, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit. The nature or extent of any Limited Common Elements and the responsibility for maintenance, repair or replacement thereof, may not be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent to Amendments. Whenever a proposed amendment would materially change the rights of mortgagees generally, then such amendment shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held. Approval of first mortgagees, where required, shall be solicited through written ballot. Any mortgagee ballot not returned within 90 days of mailing shall be counted as approval for the change.

Section 3. By Developer.

(a) In addition to any rights to amend this Master Deed specifically reserved to the Developer elsewhere in this Master Deed, pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents with approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially change the right of a Co-owner or mortgagee, in which event Co-Owner and/or mortgagee consent shall be required as provided above.

(b) Developer reserves the right to amend this Master Deed to withdraw any undeveloped portions of the Project not identified as "must be built" during the period ending ten (10) years from the date of commencement of construction by the Developer of the Project or within six (6) years from the date Developer last exercised any rights of expansion, whichever is later. Failure to withdraw land within the time provided above will result in the land constituting a General Common Element of the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-

owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as otherwise expressly provided in this Master Deed or in the Bylaws.

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

Section 6. Developer Approval. During the Construction and Sales Period, Article VI, Article VII, and this Article VIII shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed, without the written consent of the Developer.

IN WITNESS WHEREOF, this Master Deed has been executed as of the day first written above.

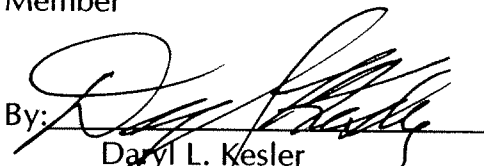
Chandler Homes, L.L.C., a Michigan limited liability company

By: **Chandler Farms, L.L.C.**, a Michigan limited liability company

Its: Member

By: **T & D Developers, LLC**, a Michigan limited liability company

Its: Member

By: 
Daryl L. Kesler
Its: Member



STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 8th day of January, 2003, by Daryl L. Kesler, as a member of T & D Developers, LLC, a Michigan limited liability company, a member of Chandler Farms, L.L.C., a Michigan limited liability company, a member of Chandler Homes, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

Amy M. Edelen

Notary Public
_____ County, Michigan
My Commission Expires: _____

Drafted by and after
recording return to:

Gail A. Anderson, Esq.
McClelland & Anderson, L.L.P.
1305 South Washington Avenue
Suite 102
Lansing, Michigan 48910
(517) 482-4890

AMY M. EDELEN
Notary Public, Eaton County, MI
Acting in Ingham County, MI
My Comm. Expires Feb. 10, 2006



EXHIBIT A

HAWK NEST CONDOMINIUM

CONDOMINIUM BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

HAWK NEST CONDOMINIUM, a residential site condominium project located in the City of East Lansing, Clinton County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, and called the "Association." The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. Only Co-owners shall be entitled to membership in the Association. The interest of a Co-owner in the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his/her Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents. The purpose of these Condominium Bylaws is to govern the administration, maintenance, operation, construction, and future use of the Condominium.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association shall be levied by the Association against the Units and the Co-owners in accordance with the following provisions:

Section 1. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year. The budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project. An adequate reserve fund for major repair and replacement of Common Elements shall be established in the budget and must be funded by regular annual payments as set forth in Section 2 below rather than by special assessments. At a minimum the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum 10% standard required for a reserve fund may prove to be inadequate, the Association should carefully analyze the Condominium Project annually to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. The Association should annually evaluate the anticipated capital expenditures and establish an adequate reserve fund without the necessity of special assessments if at all possible.

(b) Adjustments. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the annual assessments shall be established based upon the budget. The delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, maintenance and management of the Condominium; or (2) to provide additions to the Common Elements not exceeding \$1,000 annually for the Condominium Project; or (3) that an event of emergency exists, the Board of Directors shall have the authority, without the consent or vote of the Co-owners, to increase the annual assessment or to levy such additional assessments as it shall deem necessary.

(c) Special Assessments. In addition to those assessments described in subparagraph (b) above, special assessments may be made by the Board of Directors, from time to time, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements which cost exceeds \$1,000 for the entire Condominium Project annually; (2) assessments to purchase a Unit or Residence upon foreclosure of a lien described in Section 5; or (3) assessments for any other appropriate purpose not elsewhere described. Special assessments referred to in this subparagraph (c) shall not be levied without the prior approval of more than 66-2/3% of all Co-owners in percentage of value.

Section 2. Payment of Assessments and Penalty for Default.

(a) Responsibility. Unless otherwise provided in the Master Deed or in these Bylaws, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Master Deed. 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, a land contract vendee's interest or by 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, is not paid to the Association in full on or before the due date for such payment.

(b) Default. Unless amended by the Board of Directors, each assessment in default shall bear a late charge equal to five percent (5%) of the delinquent assessment. The determination of default shall be as of the date the payment is received by the Association. In addition to the late charge, the Association may, pursuant to Article VIII, levy fines for the late payment of an assessment, including the assessment of fines for the chronic or continuing late payment of assessments. Each Co-owner (whether 1 or more persons) shall be personally liable for the payment of all assessments, including fines, actual costs and reasonable attorneys' fees pertinent to his/her Unit, while a Co-owner in the Condominium Project, including, in the case of a land contract, both the land contract vendor and the land contract vendee, who shall be jointly and severally liable for all assessments coming due during the land contract. Payments on account of assessments in default shall be applied as follows: (1) to costs of collection and enforcement of payment, including reasonable attorneys' fees; (2) to any interest, late charges and fines for late payment on such assessments; and (3) to assessments in default in order of their due dates. All unpaid assessments shall constitute a lien on such Unit from the date the assessment becomes due.

Section 3. Miscellaneous. All costs incurred by the Association in satisfaction of any liability connected with the Common Elements, or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project. All proceeds of any policy of insurance carried by the Association securing the interest of the Co-owners against liabilities or losses connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project.

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

Section 5. Enforcement.

(a) Remedies. The Association may enforce collection of delinquent assessments by a suit for a money judgment or by foreclosure of the statutory lien that secures payment of such assessments. A Co-owner in default shall not be entitled to vote at any meeting of the Association as long as a default continues. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as amended from time to time, shall apply to lien foreclosure actions. In an action for foreclosure of an assessment lien, a receiver may be appointed to take possession of the Unit, and if not occupied, to lease the Unit and collect the rents. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the Unit. An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien. An action for money damages and foreclosure may be combined in one action.

(c) Notice of Lien. A foreclosure proceeding may not be commenced without the recording and service of a notice of lien. The notice of lien shall set forth:

- (i) The legal description of the Unit or Units to which the lien attaches;
- (ii) The name of the Co-owner of record; and
- (iii) The amounts due the Association at the date of the notice, exclusive of interest, costs, reasonable attorneys' fees and future assessments.

The notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain other information as the Association may deem appropriate. The notice of lien shall be recorded in the office of the Clinton County Register of Deeds 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 ten days in advance of commencement of the foreclosure proceedings.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorneys' fees and advances for taxes or other charges paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his/her Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project who takes title as a result of foreclosure of the first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which became due prior to the acquisition of title to the Unit by such person.

Section 7. Developer's Responsibility for Association Assessments. As used in this Section, the term "completed Residence" shall mean a Residence which has been issued a temporary or final certificate of occupancy from the City of East Lansing.

Even though a member of the Association, the Developer shall not be responsible, at any time, for payment of the annual Association assessments for Units owned by it, but shall pay only a proportionate share of the Association's current maintenance and administrative (excluding reserves) expenses for insurance, landscaping, sign lighting, and the like. The Developer's proportionate share shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units in the Condominium Project. Except for Units owned by the Developer on which there are completed Residences, the Developer shall not be responsible for payment of any assessments for capital improvements, special assessments or contributions to the reserve fund. In addition, the Developer shall never be liable for any assessment, general or special, to buy any Unit from the Developer or to finance any litigation or claims against the Developer.

Section 8. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners. Any such personal property taxes levied shall be treated as expenses of administration and paid by the Association.

Section 9. Real Property Taxes and Special Assessments.

(a) Except for the year in which the Condominium Project is established, all real property taxes and special assessments shall be assessed against the individual Condominium Units.

(b) For the year during which the Master Deed is recorded, there will be a single assessment for the whole project, and the Developer will be responsible for payment of the taxes payable pursuant to that single assessment (the "first year taxes"). However, upon the purchase of a Unit during that year, each purchaser of a Unit shall pay to Developer a share of the first year taxes determined as follows:

(i) Each purchaser shall pay that portion of the first year's taxes allocable to that purchaser's Unit prorated as of the date of purchase on a calendar year basis.

(ii) The amount of the first year's taxes allocable to the Condominium shall be based upon the valuations and allocations made by the assessor in computing the total real estate tax assessment of the Project.

Section 10. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association as to the amount of any unpaid Association

assessments, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement, the Association shall provide a written statement of any unpaid assessments which may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied and the purchaser shall not be liable for any assessments greater than the amount set forth by the Association in the written statement. If a purchaser fails to request in writing such a statement at least five (5) days before the closing of the purchase of such Unit, any unpaid assessments and the lien securing the same shall be fully enforceable against the purchaser and the Unit itself.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes or claims relating to the interpretation or the application of the Condominium Documents, or any disputes or claims arising among the Co-owners and the Association, upon the election and written consent of the parties, and upon written notice to the Association, shall be submitted to arbitration. The parties shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended, shall be applicable to any such arbitration proceeding.

Section 2. Election of Remedies. The election and written consent by Co-owners and the Association to submit any dispute, claim or grievance to binding arbitration shall preclude such parties from litigating the dispute, claim, or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Association.

(a) Scope of Coverage. The Association shall carry vandalism and malicious mischief insurance and liability insurance for all Common Elements within the Project. The Association shall, as it deems necessary, also carry fire and extended coverage and worker's compensation insurance, if applicable, for all of the Common Elements within the Project. All insurance shall be purchased by the Association for the benefit of the Association and the Co-owners and their mortgagees, as their interests may appear. The Association shall provide

for, if requested, the issuance of certificates of endorsement to the mortgagees of Co-owners. The Association shall obtain coverage in an amount equal to the current insurable replacement value of the insured property as determined by the Board of Directors of the Association. The Board shall consult with the insurance agents and representatives for the determination of replacement costs. All coverage shall contain appropriate inflation riders. All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours.

(b) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(c) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgagees, as their interests may appear. The insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction.

(d) Authority of Association to Settle Insurance Claims. Each Co-owner shall be deemed to appoint the Association as his/her true and lawful attorney-in-fact to act in connection with all matters concerning the insurance of the Condominium Project including the adjustment and settlement of any losses or claims.

Section 2. Co-owner Coverage. Before the construction of a Residence on a Unit, each Co-owner shall obtain liability insurance coverage for occurrences within the Unit. During the construction of a Residence on a Unit, each Co-owner shall obtain builder's risk and liability insurance. After a Residence has been built on a Unit, each Co-owner shall obtain fire and extended coverage, vandalism, liability, and malicious mischief insurance for the Residence and all other improvements constructed or to be constructed within the Unit. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. In addition, each Co-owner shall insure the personal property and contents within the Residence and elsewhere within the Unit, and, also obtain coverage for alternative living expense in the event of a fire. Under no circumstances shall the Association be responsible to obtain any of the insurance coverage described in this Section 2.

ARTICLE V

DESTRUCTION AND EMINENT DOMAIN

Section 1. Determination to Reconstruct or Repair. If all or any part of the Common Elements in the Condominium Project shall be damaged or destroyed, the Common

Elements shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all the Co-owners that the Condominium Project shall be terminated, and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.

Section 2. Co-owner Responsibility for Maintenance, Repair or Replacement.

If there is damage to only a Residence or other improvement constructed within a Unit which is the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to replace or to repair such damage. Likewise, in the event of any damage to any portion of the Condominium caused by the negligence of a Co-owner or that Co-owner's family members, guests, employees, lessees, agents or pets, it shall be the responsibility of the Co-owner to replace or repair such damage. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 3. Association Responsibility for Repair. Except as otherwise provided herein or in the Master Deed, the Association shall be responsible for the replacement, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property to a condition as comparable as possible to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost are insufficient, the Board of Directors shall have the authority, without Co-owner consent, to levy assessments against all Co-owners in sufficient amounts, to provide funds to pay the estimated or actual cost of repair or reconstruction.

Section 4. Timely Reconstruction and Repair. If damage to the Common Elements, or to a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance shall proceed, without delay, and shall complete the necessary work within six months after the date of the occurrence which caused damage to the property.

Section 5. Eminent Domain. The Condominium Act and the following provisions shall control any taking of eminent domain.

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



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

(c) Continuation of Condominium after Taking. In the event the Condominium Project continues after a taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly.

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

Section 6. Notification of FHLMC. In the event any mortgage in the Condominium Project is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon written request by FHLMC, the Association shall give it written notice of any loss to or taking of the Common Elements of the Condominium.

ARTICLE VI

**ARCHITECTURAL AND BUILDING SPECIFICATIONS
AND USE RESTRICTIONS**

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions. Any approvals hereunder shall be obtained from the Developer until such time as the Developer shall notify the Association in writing that it is assigning its rights and responsibilities hereunder to the Association. Developer reserves the right to retain administration of all or any portion of these restrictions indefinitely.

Section 1. Architectural Control. No dwelling, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved by the Developer. Landscaping and grading plans shall be required in conjunction with the approval of building plans. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The Developer shall have the right to refuse to approve any such plans or

specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials and exterior colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole and the area of future development described in the Master Deed. Rules and Regulations may be imposed by Developer for construction of all dwellings, structures and improvements within the Condominium Project. The purpose of this section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Further, the restrictions hereby placed upon the premises shall not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of future development described in the Master Deed or any portion thereof unless, until and only to the extent such land is included in this project by Master Deed amendment. The Developer's rights under this Article VI, Section 1 may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. The Developer shall assign these rights to the Association after the latter of the following to occur: (i) the recording of the final Consolidating Master Deed; or (ii) the conveyance by the Developer of the last Unit within the Condominium Project. The Developer may construct any improvements upon the Condominium premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 2. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes as defined by the City of East Lansing Zoning Ordinances and the Common Elements shall be used only for purposes consistent with single-family residential use.

Use of the Units shall also be restricted in the following manner:

(a) Building Size and Height. No building or structure shall exceed two (2) stories and thirty-five (35) feet in height and all buildings or structures shall be constructed within the perimeter of a Unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external walls:

- (1) One Story/Ranch. One thousand (1,000) square feet.
- (2) Two Story. One thousand three hundred (1,300) square feet.
- (3) Story and a Half. One thousand (1,000) square feet on the first floor and two hundred (200) square feet on the second floor.

Garages, porches and breezeways shall not be included in computing the minimum size requirements. No part of a single-story ranch structure that is below grade level shall be included in computing minimum size requirements.

(b) Garages/Vehicle Parking. All single family dwellings shall have a minimum two-car attached garage and may have a three-car attached garage. Carports and detached garages shall not be erected, placed or permitted to remain on any Unit. No automobiles shall be parked in the street between the hours of 1:00 a.m. to 6:00 a.m.

(c) Exterior Decks. All exterior decks shall be made of maintenance free material or stained wood, maintained in good condition.

(d) Temporary Structures. No old or used structures of any kind shall be placed upon any Unit. No temporary structure of any kind, such as a tent, camper, trailer, shack, barn and/or other outbuilding of any design whatsoever shall be erected or placed upon any Unit prior to the construction of the main Residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main Residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main Residence.

(e) Accessory Structures. No playhouse, treehouse, greenhouse, poolhouse, gazebo or outbuilding or structure, of any type, detached from a dwelling, or childrens' play equipment or recreational equipment shall be constructed or placed on any Unit without the approval of the Developer or the Association as to size, design, material, location and screening. Basketball hoops with a glass backboard are permissible with Developer or Association approval as to location and screening

(f) Fences. No Co-owner shall construct, or cause to be constructed, any fence of any nature upon his Unit or the Common Elements other than a professionally installed vinyl fence, no more than four (4) feet high, which has the prior written approval of the Association.

(g) Antenna/Satellite Dish. No radio, television or other antenna or aerial shall be permitted on any Unit, except with the prior written consent of the Association. A Co-owner may install a satellite dish, not to exceed eighteen (18) inches in diameter, the location for which must be approved by the Developer or the Association.

(h) Exterior Lighting. Exterior lighting at building entrance shall not adversely affect adjacent properties. All other exterior lighting must be designed so the light source is not visible from adjacent properties and so as not to otherwise adversely affect adjacent properties.

(i) Window Coverings. The side of all window treatments that face the street shall be a neutral color.

Section 3. Leasing and Rental. No Co-owner may lease his Unit and/or the residence thereon other than in accordance with this section.

(a) During the temporary absence of a Co-owner and the Co-owner's family for a period not less than six (6) months, a Co-owner may permit up to two (2) unrelated individuals or a family (as defined by Chapter 55 of the East Lansing Ordinances) to occupy a residence constructed on a Unit during the Co-owner's absence, subject to the requirements set forth in subparagraph (c) below.

(b) A Co-owner who resides in a residence constructed on a Unit may lease or rent room(s) to not more than two (2) unrelated persons for a period not less than six (6) months subject to the requirements set forth in subparagraph (c) below.

(c) Leasing Procedures. The leasing of any Unit and the improvements thereon shall conform to the following provisions:

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

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

(3) The Co-owner shall deposit with the Association a fee of \$3,000, which fee may be used by the Association for all expenses incurred by the Association to enforce the Condominium Documents as against the tenant or non-owner, including, but not limited to, any expenses incurred by the Association pursuant to subparagraph (d) below, monetary fines imposed pursuant to Article VII hereof and assessments more than ten (10) days delinquent. At the end of the leasehold, the balance of the fee, if any, shall be refunded to the Co-owner.

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

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

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

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

Section 4. Changes in Common Elements. No Co-owner shall make changes in any of the Common Elements without the express written approval of the Board of Directors of the Association.

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

Section 6. Pets. Subject to the provisions of this Section 6, Co-owners shall be entitled to keep pets of a domestic nature within their Units. No pet or animal may be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. In the event a Co-owner's pet causes unnecessary and unreasonable disturbance or annoyance to other Co-owners, one or more, and such Co-owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the Co-owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require a Co-owner to remove the pet from his Unit and the Condominium or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal

may be permitted to run loose at any time upon the Common Elements, and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No dog house or dog runs shall be allowed on any Unit in the Condominium. No savage or dangerous animal shall be kept, and any Co-owner who causes any animal to be brought or kept upon the Condominium premises shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter disposed by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this section.

Section 7. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property, or trash or refuse of any kinds, except as provided in duly adopted rules and regulations of the Association. The Common Elements shall not be used in any way for the drying or airing of clothing or other fabrics. No barbecue grills, vegetable gardens or wood piles may be placed in any of the Common Elements without the prior written approval of the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, personal motorcraft, camping vehicles, camping trailers, motorcycles, motorscooters, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the Condominium premises for more than forty eight (48) hours, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium premises either temporarily or permanently unless parked in the garage with the door closed. Use of motorized vehicles anywhere on the general Common Elements except roadways is absolutely prohibited.

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

the transitional control date. Copies of all such rules and regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in number and in value. Such rules may not be applied to limit the Developer's construction, sales or rental activities.

Section 10. Landscaping. All Units must be landscaped within two (2) months after the issuance of a certificate of occupancy for a dwelling. For purposes of this paragraph, the months of November through February shall be excluded from the calculation of the two-month period. All Co-owners must maintain all sedimentation and soil erosion control measures required by the City of East Lansing pursuant to the approved soil erosion and sedimentation control plan until final landscaping is installed. All landscaping shall be properly maintained consistent with the landscaping standards throughout the Project. All air conditioning, pool, or other exposed mechanical equipment must be completely screened from view with evergreen plant material or approved fence, screen wall etc. No lawn ornaments, such as pinwheels, flamingos, artificial animals, etc. are allowed, without the prior written consent of the Architectural Control Committee.

Section 11. Common Element Maintenance. Common Elements, including roadways, sidewalks, yards, landscaped areas and open spaces shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, toys, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 12. Co-owner Maintenance. Except for the responsibilities of the Association stated expressly herein and in the Master Deed, each Co-owner shall be solely responsible for maintaining his Unit and the improvements thereon in a safe, aesthetically pleasing, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or his family, guests, agents of invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 13. Reserved Rights of Developer.

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

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

ARTICLE VII

ASSESSMENT OF FINES

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

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

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be personally delivered or sent by first class mail, postage prepaid, to the Co-owner and to any tenant, if applicable.

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

(c) Default. Failure to appear or respond to the notice of violation in writing constitutes a default.

(d) Hearing and Decision. After a hearing conducted by the Board of Directors, the Board of Directors shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. If the Co-owner fails to appear for the hearing before the Board after proper notice, the Board may proceed to conduct the hearing without the Co-owner. The Board's decision is final.

Section 3. Amounts. If the Board decides that the Co-owner has violated the Condominium Documents, the Board in its discretion may levy fines as follows:

- (a) First Violation. Up to a maximum \$50.00 fine.
- (b) Second Violation. Up to a maximum \$100.00 fine.
- (c) Third Violation. Up to a maximum \$500.00 fine.
- (d) Fourth Violation and Subsequent Violations. Up to a maximum \$1,000.00 fine.

Section 4. Collection. The fines levied pursuant to Section above shall be assessed against the Co-owner and shall be due and payable together with the regular condominium assessment on the first of the next, following month. Failure to pay the fine will subject the Co-owner to all liabilities, late charges and other remedies, including foreclosure, set forth in the Condominium Documents.

ARTICLE VIII

REMEDIES FOR DEFAULT

Any default by a Co-owner in complying with the Condominium Documents shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the provisions of the Condominium Documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if permitted by law, an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover all costs incurred by the Association as a result of the default and the actual attorneys' fees, not limited to statutory fees incurred by the Association as a result of the default. Costs and attorney fees incurred before initiation of a lawsuit may also be recovered by the Association.

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

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

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

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to 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.

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

ARTICLE IX

AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular meeting, annual meeting or special meeting called for such purpose by an affirmative vote of 66-2/3% of all Co-owners in number and in percentage of value. No consent of the mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval or 66-2/3% of the mortgagees shall be required with each mortgagee having one vote for each mortgage held.

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

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

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

ARTICLE X
CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (a) The Master Deed, including the Condominium Subdivision Plan;
- (b) These Condominium Bylaws;
- (c) The Articles of Incorporation of the Association;
- (d) The Bylaws of the Association; and
- (e) Rules and Regulations of the Association, if any.



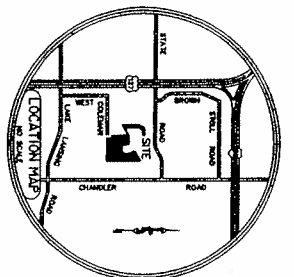
LEGAL DESCRIPTION

A parcel of land in Section 36, T5N, R2W, City of East Lansing, Clinton County, Michigan, the surveyed boundary of said parcel described as: Commencing at the Southeast corner of said Section 36; thence N89°26'40"W along the South line of said Section a distance of 1325.10 feet to the East line of the Northwest 1/4 of the Southeast 1/4 of said Section; thence N00°06'33"W along said East line a distance of 1319.39 feet to the point beginning of this description; thence N89°28'54"W along the South line of the North 1/2 of the Southwest 1/4 of said Section a distance of 1326.31 feet; thence N89°29'19"W continuing along said South line a distance of 776.00 feet; thence N00°09'43"W 421.00 feet; thence N89°29'19"W 268.00 feet; thence N00°09'43"W 1511.66 feet; thence S60°58'25"W 1096.64 feet; thence N00°40'09"W 1545.51 feet; thence N25°54'17"E 496.84 feet; thence N50°47'01"E 162.74 feet; thence S84°39'40"E 451.18 feet; thence N30°46'43"E 104.35 feet; thence S59°13'17"E 185.03 feet; thence S30°03'35"W 223.19 feet; thence N83°31'02"W 350.48 feet; thence S43°43'19"W 136.37 feet; thence S27°28'05"W 354.85 feet; thence S00°40'09"E 1003.90 feet; thence S39°48'52"E 184.61 feet; thence N60°58'25"E 696.60 feet; thence S88°55'39"E 338.99 feet; thence N82°53'36"E 203.78 feet; thence S81°47'11"E 210.11 feet; thence S18°01'55"E 222.73 feet; thence S11°46'03"E 449.83 feet; thence N89°05'22"E 287.81 feet; thence N82°34'23"E 197.24 feet; thence N61°53'15"E 110.43 feet; thence N30°09'18"E 257.84 feet; thence N02°10'14"W 237.86 feet; thence N16°44'07"W 198.64 feet; thence N23°30'16"W 426.24 feet; thence N22°25'21"E 158.52 feet; thence N60°58'25"E 956.96 feet; thence S00°03'33"E 184.33 feet; thence S89°42'15"E 39.82 feet to said East line; thence S00°06'38"E along said East line a distance of 1662.91 feet; thence S00°06'33"E continuing along said East line a distance of 1319.39 feet to the point of beginning; said parcel containing 134.19 acres more or less; said parcel subject to all easements and restrictions if any.

LEGAL DESCRIPTION - PHASE 1

A parcel of land in Section 36, T5N, R2W, City of East Lansing, Clinton County, Michigan, the surveyed boundary of said parcel described as: Commencing at the Southeast corner of said Section; thence N89°26'40"W along the South line of said Section a distance of 1325.10 feet to the East line of the Northwest 1/4 of the Southeast 1/4 of said Section; thence N00°06'33"W along said East line a distance of 1319.39 feet to the South line of the North 1/2 of the Southeast 1/4 of said Section and the point of beginning of this description; thence N89°28'54"W along said South line of said Section 1326.31 feet; thence N89°29'19"W along the South line of the North 1/2 of the Southwest 1/4 a distance of 1326.31 feet; thence N00°03'06"E 60.00 feet; thence N15°09'43"W 110.04 feet; thence N00°30'56"E 24.50 feet; thence S89°29'04"E 41.33 feet; thence S1°78'00" Northwesterly along the arc of a curve to the left, said curve having a radius of 24.50 feet, a delta angle of 74°19'09" and a chord length of 29.60 feet bearing N53°21'21"E; thence N16°11'47"E 45.18 feet; thence 27.23 feet Northwesterly along the arc of a curve to the left, said curve having a radius of 99.50 feet, a delta angle of 15°40'41" and a chord length of 27.14 feet bearing N08°21'27"E; thence N00°31'06"E 326.73 feet; thence N89°29'04"W 12.00 feet; thence N00°31'06"E 114.50 feet; thence S89°29'04"E 150.71 feet; thence N00°30'56"E 48.18 feet; thence S89°29'04"E 645.03 feet; thence N00°03'33"W 264.95 feet; thence N35°20'59"E 297.12 feet; thence N81°33'45"E 68.58 feet; thence N00°03'33"W 445.10 feet; thence N56°22'45"E 122.79 feet; thence N72°53'11"E 35.96 feet; thence N36°49'42"E 30.53 feet; thence N89°56'37"E 161.13 feet to said East line; thence S00°06'38"E along said East line a distance of 519.47 feet to the East-West 1/4 line of said Section; thence S00°06'33"E continuing along said East line a distance of 1319.39 feet to said South line and the point of beginning; said parcel containing 33.80 acres more or less; said parcel subject to all easements and restrictions if any.

CLINTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 30
EXHIBIT "B" TO THE MASTER DEED OF
HAWK NEST CONDOMINIUM



Surveyor
KEBS, Inc.
2116 Hoslett Road
Hoslett, MI 48840
(517) 339-1014

Developer
Chandler Homes L.L.C.
12900 Business Rt. U.S. 27
Dewitt, MI 48820
(517) 363-4050

SHEET INDEX

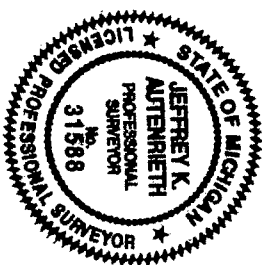
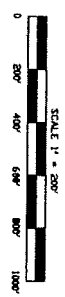
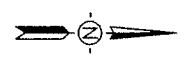
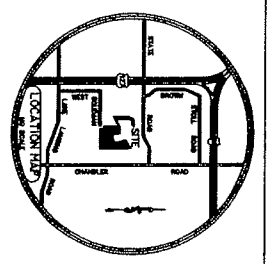
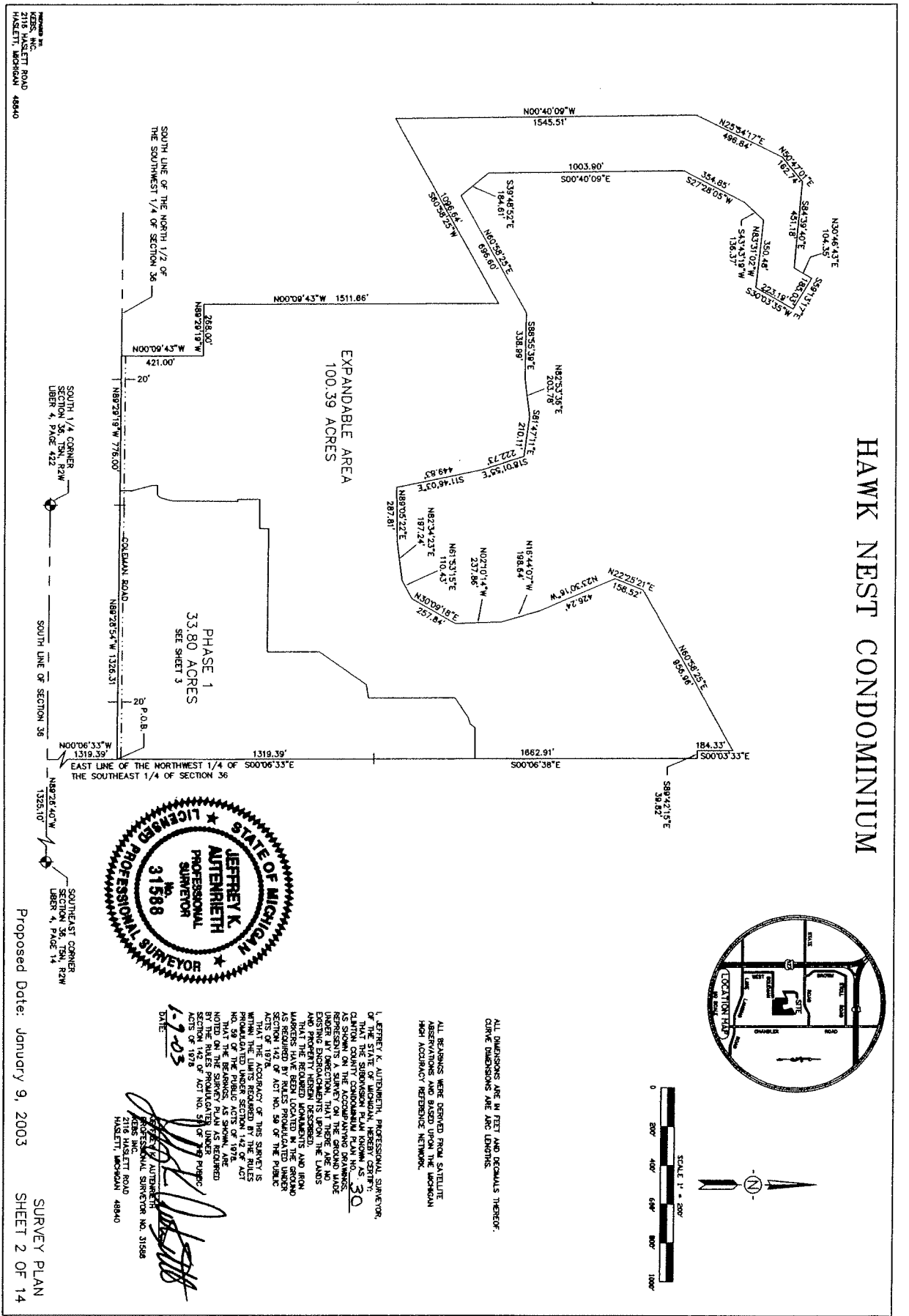
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2. Survey Plan
3. Survey Plan - Phase 1
4. Site Plan - Phase 1
5. Site Plan - Phase 1
6. Site Plan - Phase 1
7. Site Plan - Phase 1
8. Site Plan - Phase 1
9. Utility Plan - Phase 1
10. Easement Plan - Phase 1
11. Easement Plan - Phase 1
12. Easement Plan - Phase 1
13. Easement Plan - Phase 1
14. Easement Plan - Phase 1

02-S-67649

Proposed Date: January 9, 2003

SHEET 1 OF 14

HAWK NEST CONDOMINIUM



ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. CURVE DIMENSIONS ARE ARC LENGTHS.

ALL BEARINGS WERE DERIVED FROM SATELLITE OBSERVATIONS AND BASED UPON THE MICHIGAN HIGH ACCURACY REFERENCE NETWORK.

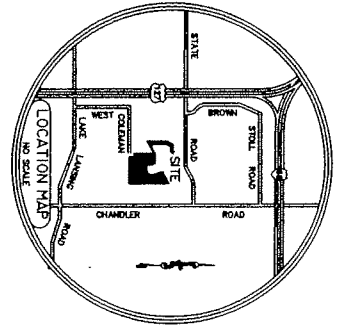
JEFFREY K. AUTENREITH, PROFESSIONAL SURVEYOR, OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS 30 IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AS SHOWN ON THE ACCOMPANYING DRAWINGS. I HAVE BEEN PERSONALLY AND INDIVIDUALLY EXAMINED BY ME AND I HAVE FOUND THAT THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND MARKS HAVE BEEN CORRECTLY PLACED IN THE GROUND AS REQUIRED BY THE RULES PROULGATED UNDER SECTION 142 OF ACT NO. 29 OF THE PUBLIC ACTS OF 1978. ACCORDING TO THE SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROULGATED UNDER SECTION 142 OF ACT NO. 29 OF THE PUBLIC ACTS OF 1978. THE SURVEY IS NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROULGATED UNDER SECTION 142 OF ACT NO. 29 OF THE PUBLIC ACTS OF 1978.

DATE: 1-9-03

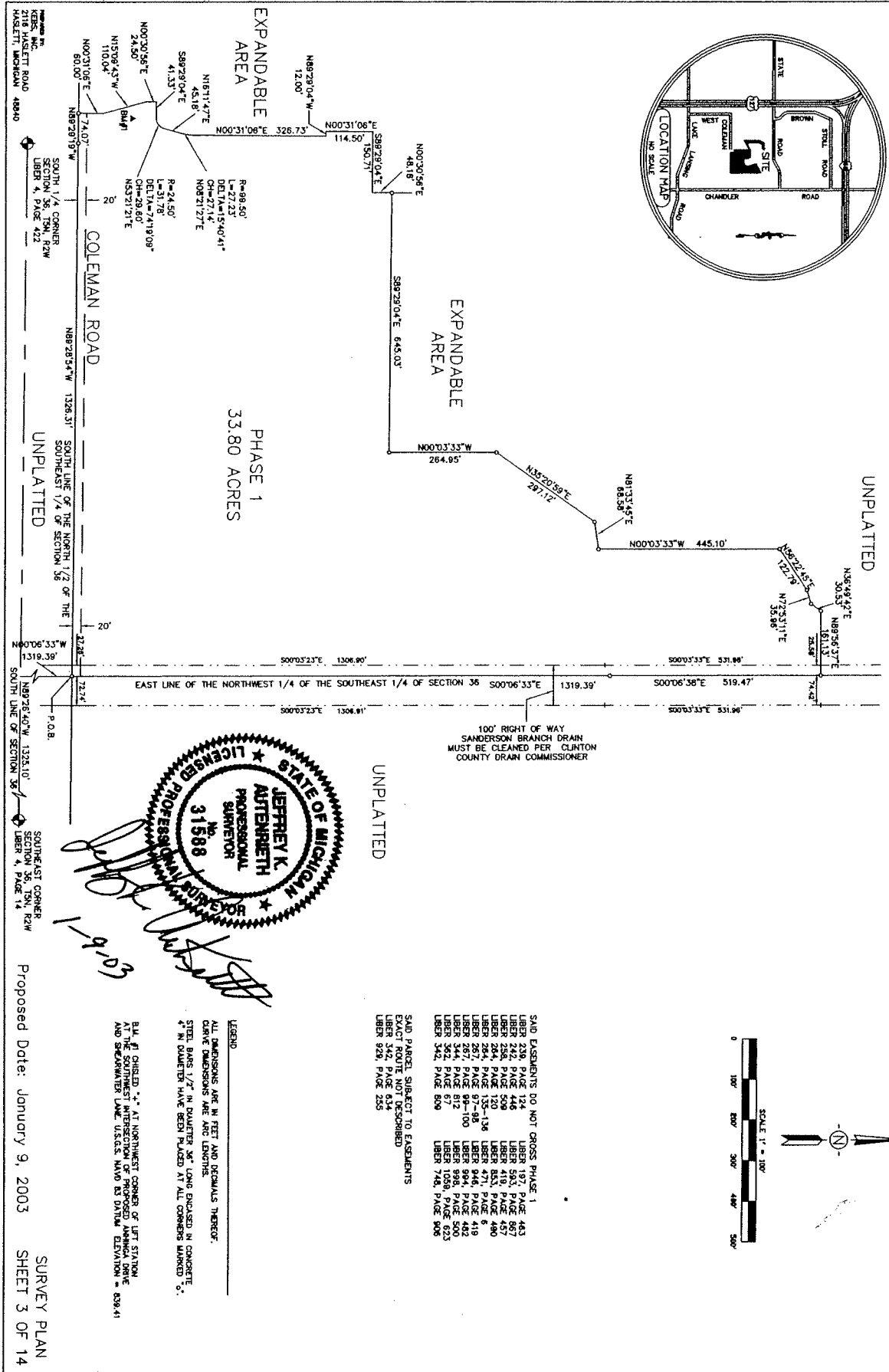
Jeffrey K. Autenreith
JEFFREY K. AUTENREITH
PROFESSIONAL SURVEYOR
NO. 31588
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840

Proposed Date: January 9, 2003
SURVEY PLAN
SHEET 2 OF 14

Proposed in
KERS, INC. 2116
HASLETT ROAD
HASLETT, MICHIGAN 48840



HAWK NEST CONDOMINIUM

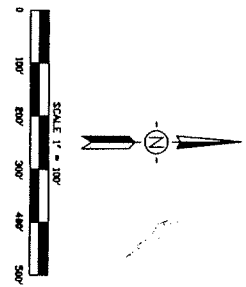
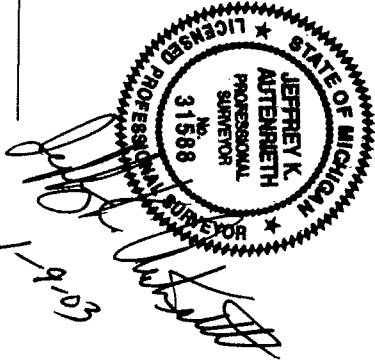


100' RIGHT OF WAY
SANDERSON BRANCH DRAIN
MUST BE CLEANED PER CLINTON
COUNTY DRAIN COMMISSIONER

- SAYD PARCEL SUBJECT TO EASEMENTS
EXACT ROUTE NOT DESCRIBED
- LIBER 239, PAGE 124
 - LIBER 242, PAGE 446
 - LIBER 244, PAGE 130
 - LIBER 254, PAGE 135-136
 - LIBER 257, PAGE 97-98
 - LIBER 267, PAGE 84
 - LIBER 342, PAGE 800
 - LIBER 197, PAGE 463
 - LIBER 563, PAGE 697
 - LIBER 610, PAGE 460
 - LIBER 471, PAGE 6
 - LIBER 946, PAGE 418
 - LIBER 994, PAGE 502
 - LIBER 1050, PAGE 623
 - LIBER 748, PAGE 906

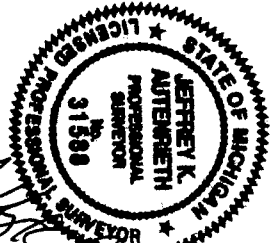
LEGEND
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
CURVE DIMENSIONS ARE ARC LENGTHS.
STEEL BARS 1/2" IN DIAMETER 36" LONG ENCASED IN CONCRETE.
1" IN DIAMETER HAVE BEEN PLACED AT ALL CORNERS MARKED "C".

Proposed Date: January 9, 2003 SHEET 3 OF 14



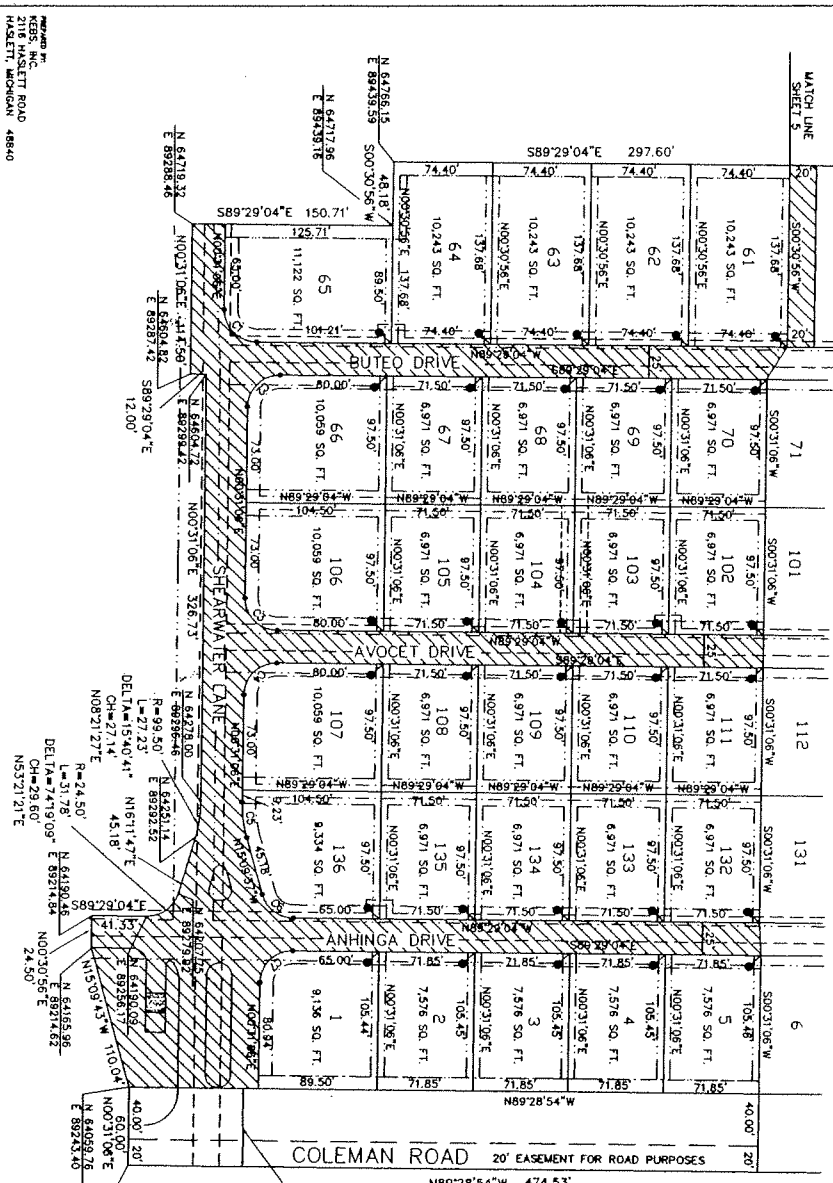
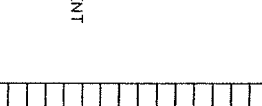
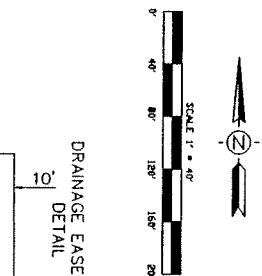
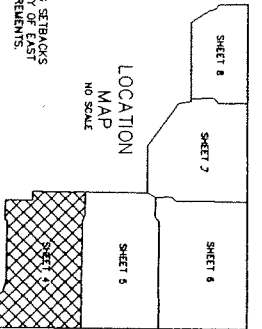
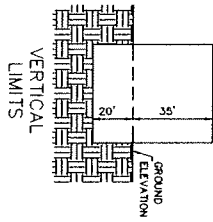


Carol Wooley, Clinton Co D. MD 107.00



Handwritten signature and date: Jeffrey K. Autereth 1-9-03

HAWK NEST CONDOMINIUM



CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	24.50'	38.49'	90.0010°	34.65'	N44°28'52"W
C2	24.50'	38.49'	80.2850°	34.65'	N45°31'07"E
C3	24.50'	38.49'	80.0010°	34.65'	N44°28'52"W
C4	24.50'	38.49'	82°58'50"	34.65'	N45°31'07"E
C5	92.50'	27.23'	15°40'35"	27.14'	N07°41'51"W
C6	24.50'	31.78'	74°19'27"	29.60'	N82°19'20"W
C7	24.50'	38.48'	88.3920°	34.65'	N45°31'07"E

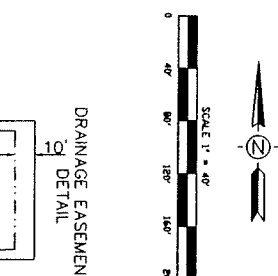
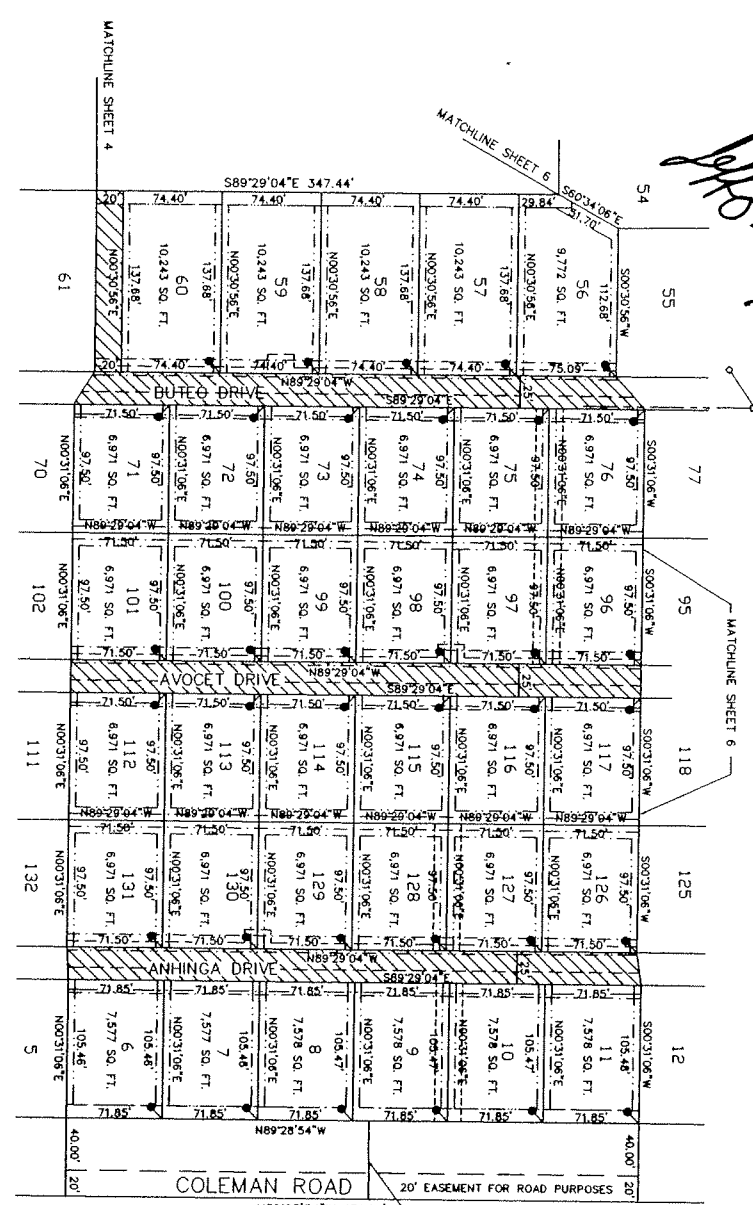
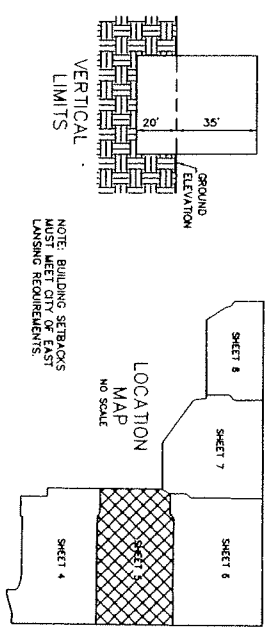
LEGEND
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
CURVE DIMENSIONS ARE AND LENGTHS.
UNIT CORNERS HAVE BEEN MARKED WITH IRON RODS 1/2" IN LENGTH BY 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "NEST 2003L, STOPS 41083, 38078".
EASEMENT DETAIL SEE SHEET NO. 10
EASEMENT FOR WATER SERVICE LEADS 10' BEYOND CURB STOPS
DRAIN EASEMENT

LEGEND
LIMITS OF OWNERSHIP
GENERAL COMMON ELEMENT
COORDINATE LOCATION
NORTHING COORDINATE
EASTING COORDINATE

Proposed Date: January 9, 2003 SHEET 4 OF 14 SITE PLAN



HAWK NEST CONDOMINIUM



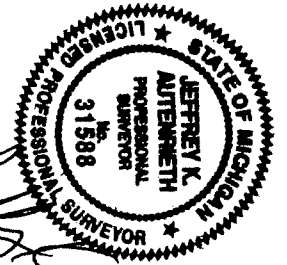
UNIT	NORTHING	EASTING
6	64054.63	69789.22
7	64054.18	69991.06
8	64053.53	69932.81
9	64052.88	69904.76
10	64052.23	69907.60
11	64051.58	69728.62
56	64622.25	69023.53
57	64622.93	69978.13
58	64623.60	69904.73
59	64624.27	69920.34
60	64624.94	69932.40
71	64600.28	69883.90
72	64599.64	69935.39
73	64598.99	69906.89
74	64598.35	69878.39
75	64597.71	69850.41
76	64597.08	69822.43
96	64401.53	69780.41
97	64402.71	69801.91
98	64403.36	69833.40
99	64404.00	69865.13
100	64404.64	69897.04
101	64405.29	69929.04
102	64405.94	69961.04
112	64379.62	69918.12
113	64379.64	69949.61
114	64379.00	69981.10
115	64378.36	70012.59
116	64377.71	70044.08
117	64377.07	70075.57
126	64181.54	70046.13
127	64182.72	70077.62
128	64183.37	70109.11
129	64184.01	70140.60
130	64184.65	70172.09
131	64185.29	70203.58

Proposed Date: January 9, 2003

SITE PLAN SHEET 5 OF 14

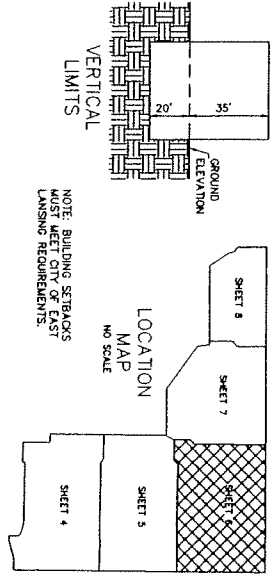
LEGEND
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
CURB DIMENSIONS ARE ARC LENGTHS.
UNIT CORNERS HAVE BEEN MARKED WITH IRON RODS 1/2" IN LENGTH BY 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "KESB" 28822, 31588, 41095, 38079.
EASEMENT FOR WATER SERVICE LEADS 10' BEYOND CURB STOPS
EASEMENT DETAIL SEE SHEET NO. 11
LIMITS OF OWNERSHIP
GENERAL COMMON ELEMENT
DRAIN EASEMENT
COORDINATE LOCATION

KEES, INC.
2718 HASLETT ROAD
HASLETT, MICHIGAN 48840

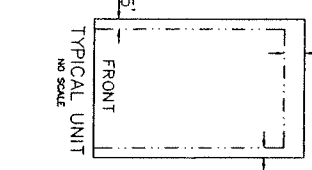
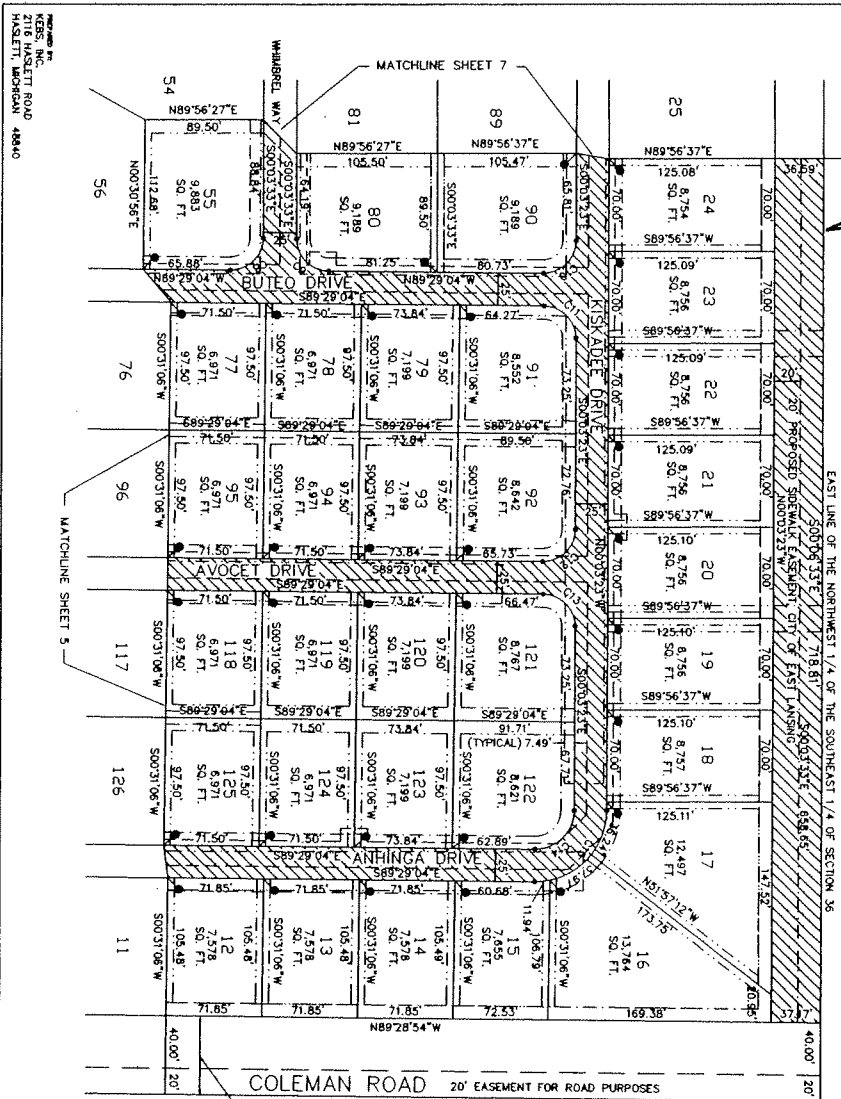
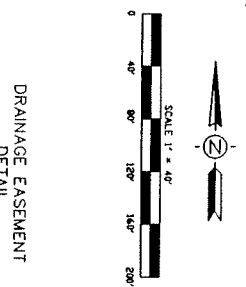
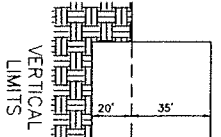


Handwritten signature and date: 1/9/03

HAWK NEST CONDOMINIUMS



NOTE: BUILDING STAIRS MUST MEET CITY OF EAST LANSING REQUIREMENTS.

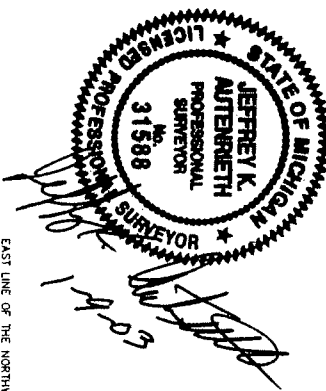


UNIT	NORTHING	EASTING
12	64157.05	90149.40
13	64156.40	90221.25
14	64155.76	90293.10
15	64155.12	90364.95
16	64154.48	90436.80
17	64153.84	90508.65
18	64153.20	90580.50
19	64152.56	90652.35
20	64151.92	90724.20
21	64151.28	90796.05
22	64150.64	90867.90
23	64150.00	90939.75
24	64149.36	91011.60
25	64148.72	91083.45
26	64148.08	91155.30
27	64147.44	91227.15
28	64146.80	91299.00
29	64146.16	91370.85
30	64145.52	91442.70
31	64144.88	91514.55
32	64144.24	91586.40
33	64143.60	91658.25
34	64142.96	91730.10
35	64142.32	91801.95
36	64141.68	91873.80
37	64141.04	91945.65
38	64140.40	92017.50
39	64139.76	92089.35
40	64139.12	92161.20
41	64138.48	92233.05
42	64137.84	92304.90
43	64137.20	92376.75
44	64136.56	92448.60
45	64135.92	92520.45
46	64135.28	92592.30
47	64134.64	92664.15
48	64134.00	92736.00
49	64133.36	92807.85
50	64132.72	92879.70
51	64132.08	92951.55
52	64131.44	93023.40
53	64130.80	93095.25
54	64130.16	93167.10
55	64129.52	93238.95
56	64128.88	93310.80
57	64128.24	93382.65
58	64127.60	93454.50
59	64126.96	93526.35
60	64126.32	93598.20
61	64125.68	93670.05
62	64125.04	93741.90
63	64124.40	93813.75
64	64123.76	93885.60
65	64123.12	93957.45
66	64122.48	94029.30
67	64121.84	94101.15
68	64121.20	94173.00
69	64120.56	94244.85
70	64120.92	94316.70
71	64120.28	94388.55
72	64119.64	94460.40
73	64119.00	94532.25
74	64118.36	94604.10
75	64117.72	94675.95
76	64117.08	94747.80
77	64116.44	94819.65
78	64115.80	94891.50
79	64115.16	94963.35
80	64114.52	95035.20
81	64113.88	95107.05
82	64113.24	95178.90
83	64112.60	95250.75
84	64111.96	95322.60
85	64111.32	95394.45
86	64110.68	95466.30
87	64110.04	95538.15
88	64109.40	95610.00
89	64108.76	95681.85
90	64108.12	95753.70
91	64107.48	95825.55
92	64106.84	95897.40
93	64106.20	95969.25
94	64105.56	96041.10
95	64104.92	96112.95
96	64104.28	96184.80
97	64103.64	96256.65
98	64103.00	96328.50
99	64102.36	96400.35
100	64101.72	96472.20
101	64101.08	96544.05
102	64100.44	96615.90
103	64100.80	96687.75
104	64100.16	96759.60
105	64099.52	96831.45
106	64098.88	96903.30
107	64098.24	96975.15
108	64097.60	97047.00
109	64096.96	97118.85
110	64096.32	97190.70
111	64095.68	97262.55
112	64095.04	97334.40
113	64094.40	97406.25
114	64093.76	97478.10
115	64093.12	97549.95
116	64092.48	97621.80
117	64091.84	97693.65
118	64091.20	97765.50
119	64090.56	97837.35
120	64089.92	97909.20
121	64089.28	97981.05
122	64088.64	98052.90
123	64088.00	98124.75
124	64087.36	98196.60
125	64086.72	98268.45
126	64086.08	98340.30
127	64085.44	98412.15
128	64084.80	98484.00

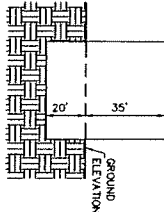
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C8	24.50'	38.23'	90°14'28"	34.67'	S43°31'28"W
C9	24.50'	38.23'	90°14'28"	34.67'	N44°46'18"W
C10	24.50'	38.23'	90°14'28"	34.67'	S43°31'28"W
C11	24.50'	38.23'	90°14'28"	34.67'	N44°46'18"W
C12	24.50'	38.23'	90°14'28"	34.67'	S43°31'28"W
C13	24.50'	38.23'	90°14'28"	34.67'	N44°46'18"W
C14	24.50'	38.23'	90°14'28"	34.67'	S43°31'28"W
C15	24.50'	38.23'	90°14'28"	34.67'	N44°46'18"W

LEGEND
 ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 CURVE DIMENSIONS ARE ARC LENGTHS.
 UNIT CORNERS HAVE BEEN MARKED WITH 1/2" IRON RODS 18" IN LENGTH BY 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "CEBS" 28312, 31988, 41088, 38078.
 EASEMENT DETAIL SEE SHEET NO. 12
 EASEMENT FOR WATER SERVICE LEADS 10' BEYOND CURB STOPS
 [Symbol] LIMITS OF OWNERSHIP
 [Symbol] GENERAL COMMON ELEMENT
 [Symbol] DRAIN EASEMENT
 [Symbol] COORDINATE LOCATION
 [Symbol] NORTHING COORDINATE
 [Symbol] EASTING COORDINATE

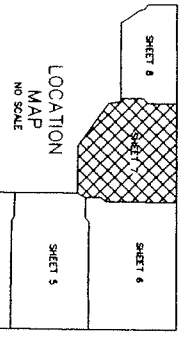
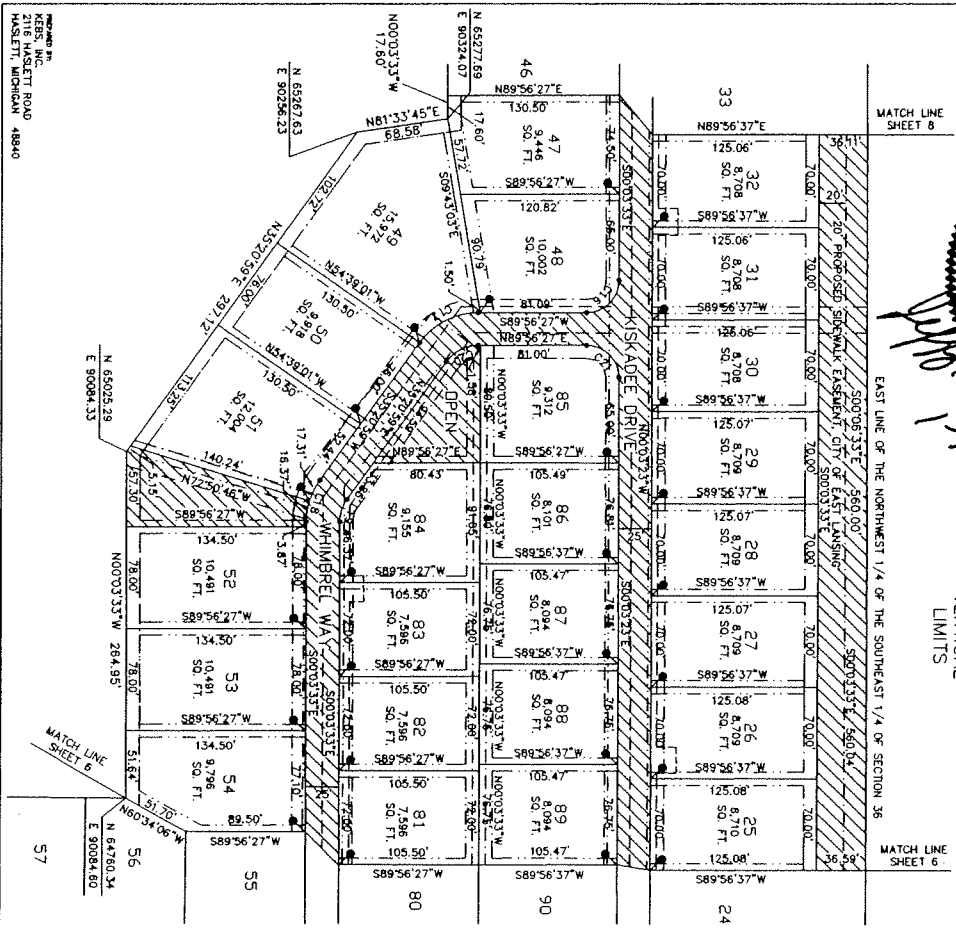
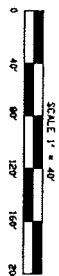
Proposed Date: January 9, 2003 SHEET 6 OF 14



HAWK NEST CONDOMINIUM

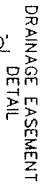


NOTE: BUILDING SETBACKS MUST MEET CITY OF EAST LANSING REQUIREMENTS.



UNIT	NORTHING	EASTING
25	64705.60	90460.13
26	64775.60	90480.06
27	64845.60	90479.99
28	64915.60	90479.92
29	64985.60	90479.85
30	65055.60	90479.79
31	65125.60	90479.72
32	65195.60	90479.65
47	65220.83	90454.63
48	65131.32	90348.13
49	65108.35	90303.24
50	65048.36	90258.27
51	64988.13	90221.31
52	64890.12	90218.97
53	64812.12	90219.05
54	64735.03	90219.13
81	64708.66	90243.65
82	64781.66	90244.08
83	64853.66	90244.00
84	64925.66	90243.93
85	65016.93	90454.82
86	64940.12	90454.90
87	64863.17	90454.97
88	64786.62	90455.05
89	64709.67	90455.13

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C16	24.60	38.84	80.820°	24.60	S43.98°77'W
C17	44.50	68.90	80.820°	44.50	S43.98°77'W
C18	54.50	81.68	81.521°02'	54.50	S43.98°77'W
C19	28.50	18.23	55.243°2'	17.94	N17.28°43'E
C20	28.50	18.11	54.352°8'	27.06	S67.28°43'W
C21	24.50	38.49	90.001°0'	34.65	S40.03°28'E

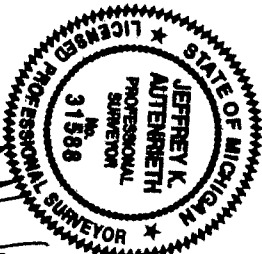
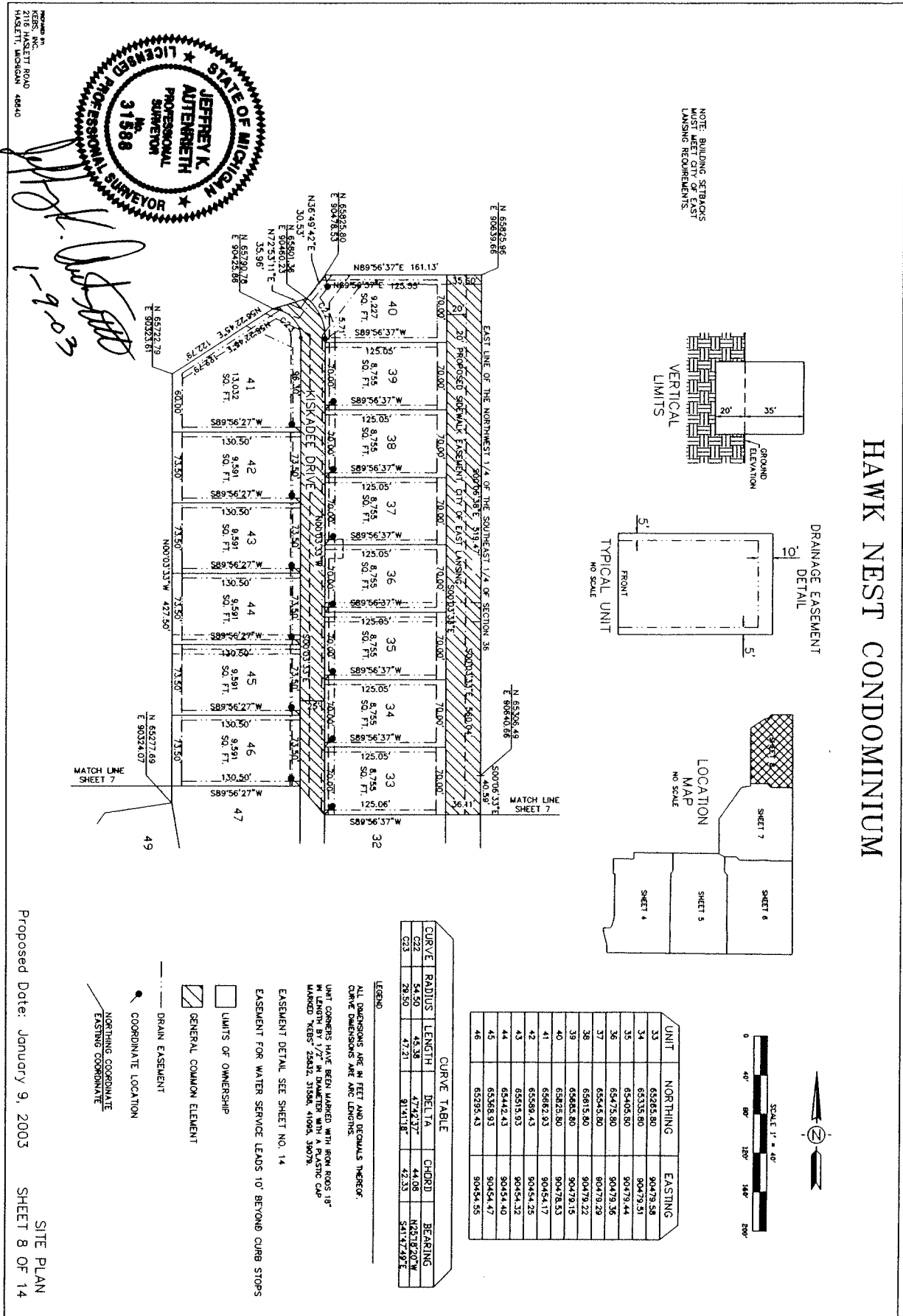


- LEGEND**
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - CURVE DIMENSIONS ARE ARC LENGTHS.
 - UNIT CORNERS HAVE BEEN MARKED WITH ROOM ROOFS 18" IN LENGTH BY 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "KERS" 208XZ, 31588, 41093, 30076.
 - EASEMENT DETAIL SEE SHEET NO. 13
 - EASEMENT FOR WATER SERVICE LEADS 10' BEYOND CURB STOPS
 - LIMITS OF OWNERSHIP
 - GENERAL COMMON ELEMENT
 - DRAIN EASEMENT
 - COORDINATE LOCATION
 - NORTHING COORDINATE
 - EASTING COORDINATE

Proposed Date: January 9, 2003
SITE PLAN
SHEET 7 OF 14



HAWK NEST CONDOMINIUM

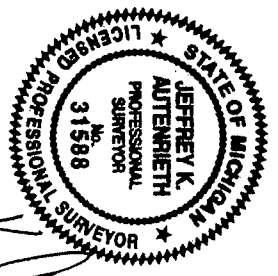


PROPOSED BY:
2255 HAWK NEST ROAD
HASLETT, MICHIGAN 48840

Handwritten signature and date: 1-9-03

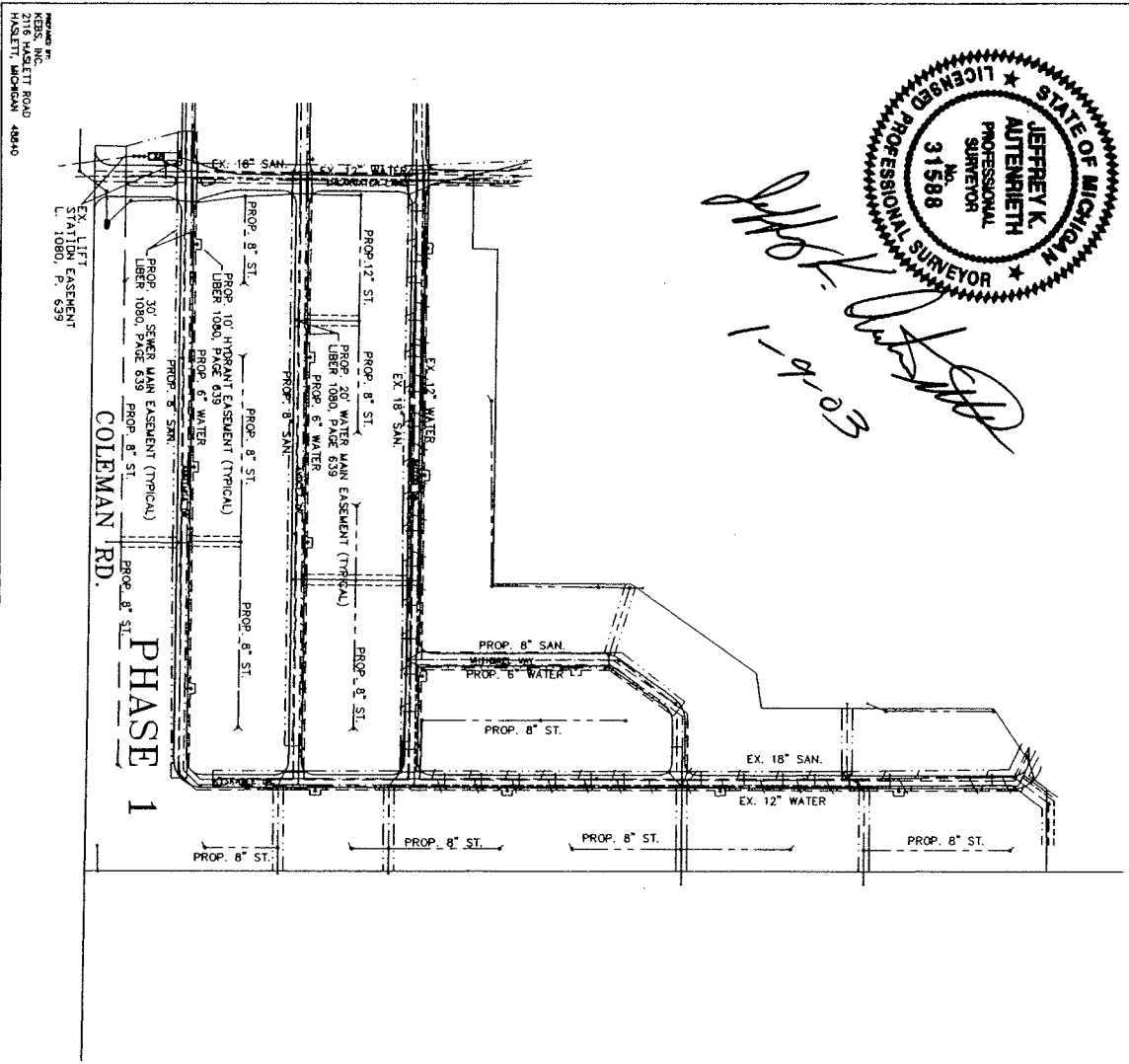
Proposed Date: January 9, 2003

SITE PLAN
SHEET 8 OF 14



Jeffrey K. Autenrieth
1-9-03

HAWK NEST CONDOMINIUM



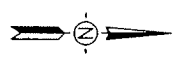
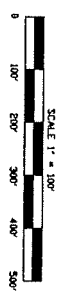
KEEPING IN
MIND THE
REQUIREMENTS OF
MICHIGAN
H.S.L.T.T. 48040

Proposed Date: January 9, 2003

UTILITY PLAN
SHEET 9 OF 14

ELECTRIC	BOARD OF WATER AND LIGHT	MUST BE BUILT
WATER	CITY OF EAST LANSING	MUST BE BUILT
SANITARY	CITY OF EAST LANSING	MUST BE BUILT
GAS	CONSUMERS ENERGY COMPANY	MUST BE BUILT
STORM	CLINTON COUNTY / CITY OF EAST LANSING	MUST BE BUILT
TELEPHONE	S.B.C.	MUST BE BUILT

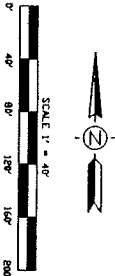
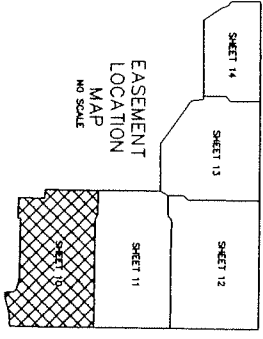
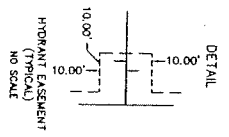
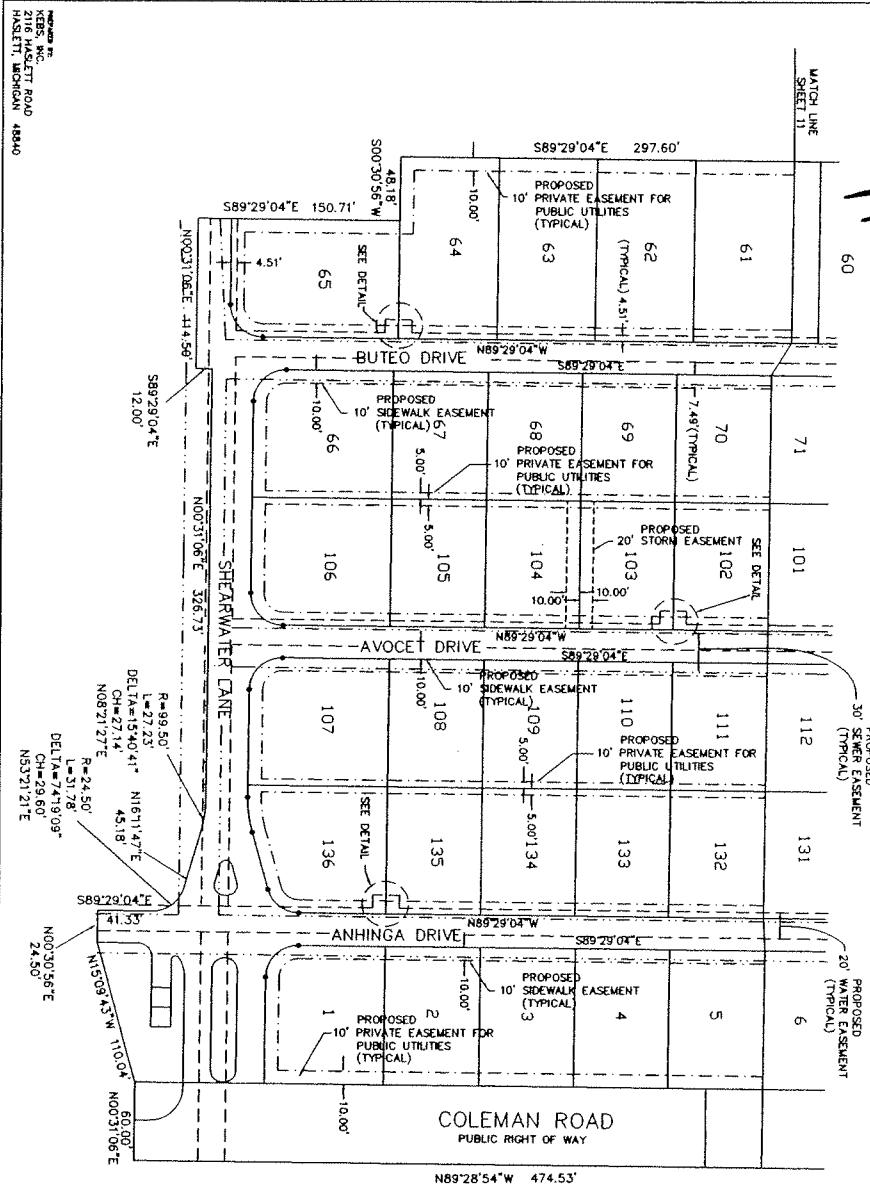
- LEGEND**
- EXISTING WATER MAIN
 - EXISTING SANITARY SEWER
 - EXISTING STORM SEWER
 - PROPOSED WATER MAIN
 - PROPOSED SANITARY SEWER
 - PROPOSED STORM SEWER
 - PROPOSED M.H.
 - PROPOSED C.B.
 - ⊕ PROPOSED FIRE HYDRANT





Jeffrey K. Autereth
1-9-03

HAWK NEST CONDOMINIUM

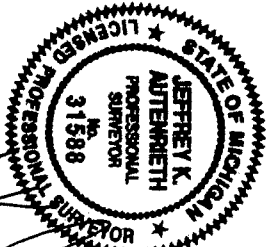


LEGEND
 ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 CURVE DIMENSIONS ARE ARC LENGTHS.
 UNIT CORNERS HAVE BEEN MARKED WITH IRON RODS 1/2" IN LENGTH BY 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "NBS" 2832, 31588, 41055, 38073.

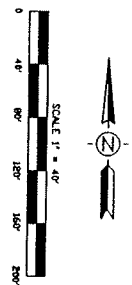
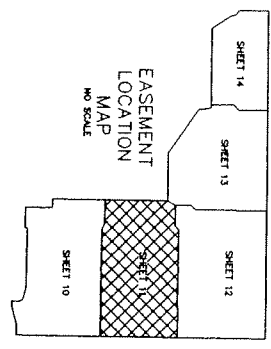
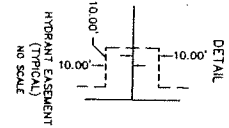
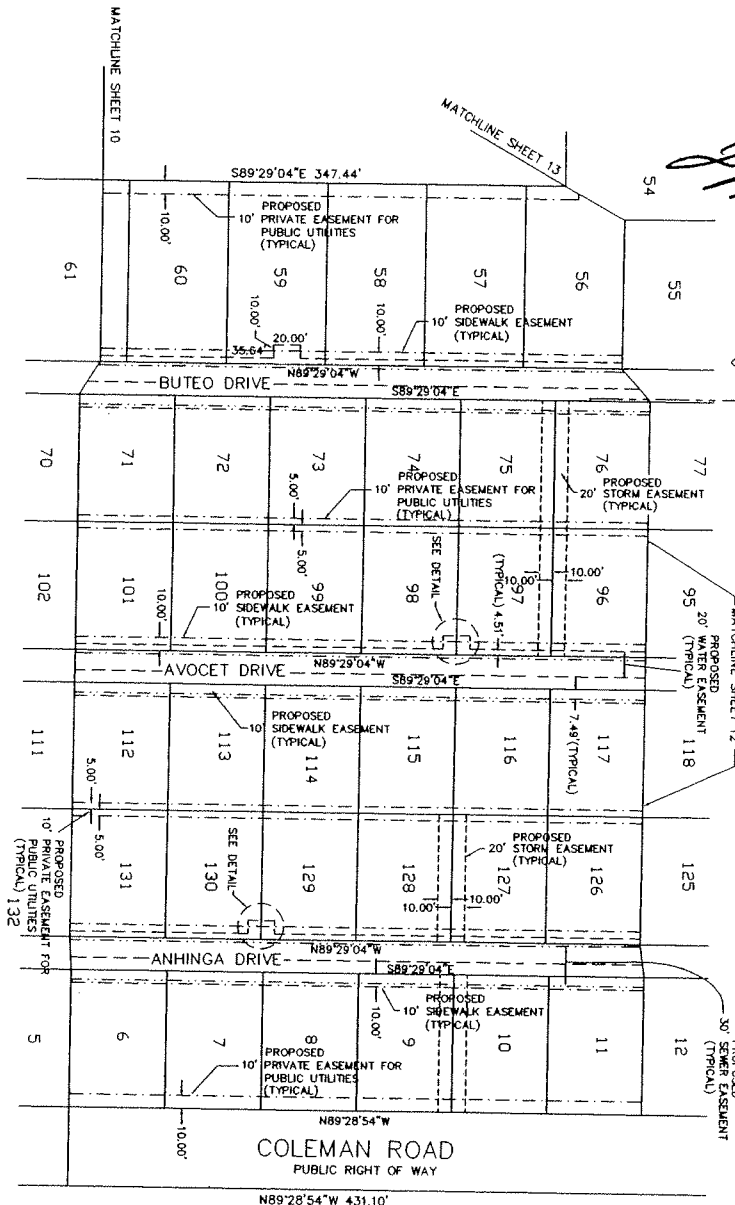
- 20' PROPOSED STORM EASEMENT
- 20' PROPOSED WATER MAIN EASEMENT
- 30' PROPOSED SEWER MAIN EASEMENT
- EASEMENT FOR WATER SERVICE LEADS 10' BEYOND CURB STOPS

Proposed Date: January 9, 2003
 EASEMENT PLAN SHEET 10 OF 14

NOTED BY:
 KEES, INC. CITY ROAD
 HASLET, MISSISSIPPI 39440



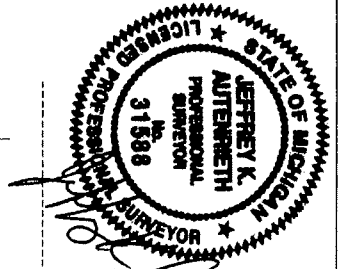
HAWK NEST CONDOMINIUM



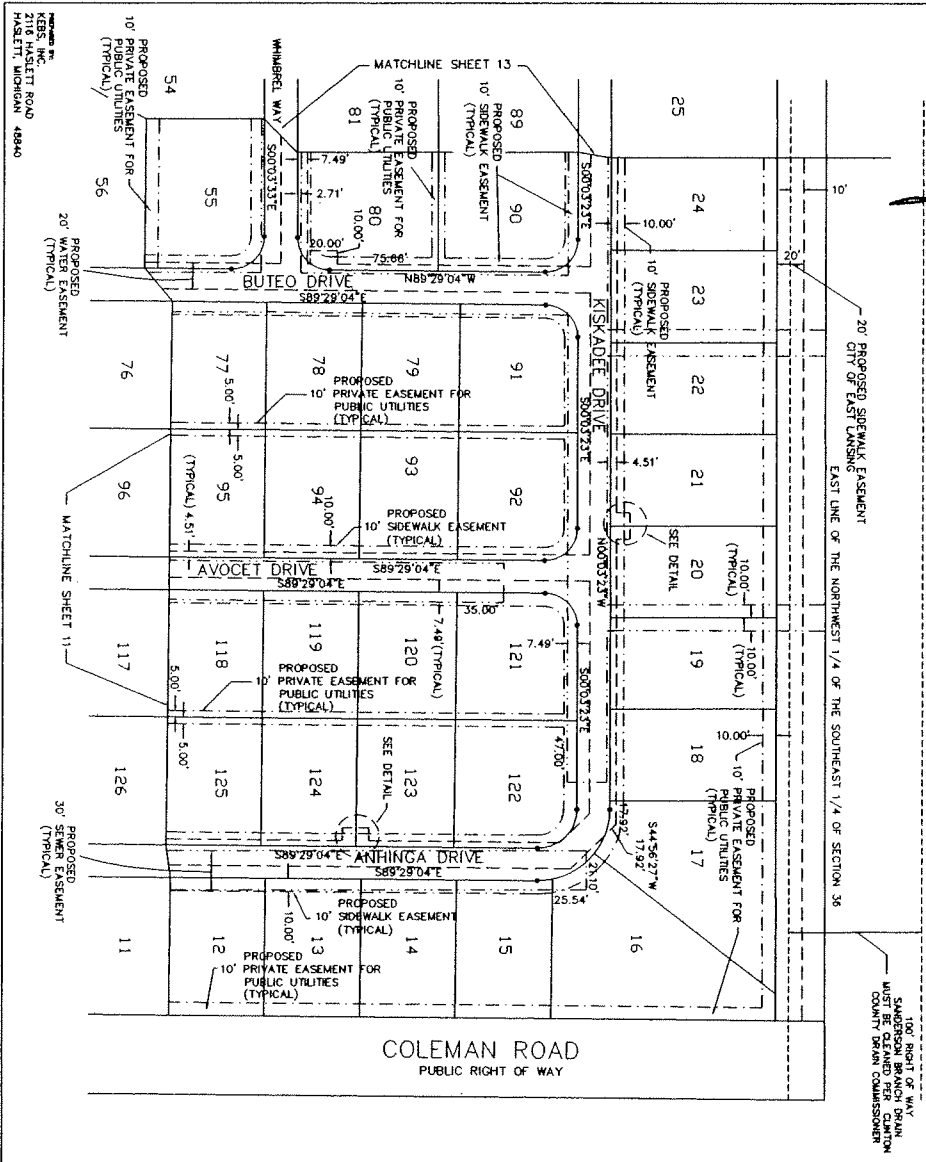
ISSUED BY:
CAROL WOOLEY
2118 HASLETT ROAD
HASLETT, MICHIGAN 48840

Proposed Date: January 9, 2003
EASEMENT PLAN
SHEET 11 OF 14

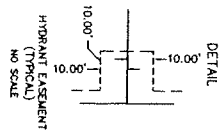
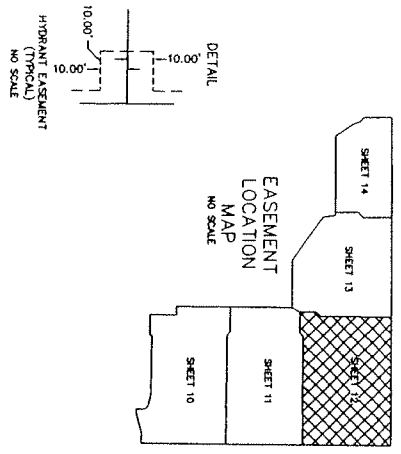
- LEGEND:
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - CURVE DIMENSIONS ARE ARC LENGTHS.
 - UNIT CORNERS HAVE BEEN MARKED WITH IRON RODS 1/2" IN DIAMETER PER MICHIGAN PLASTIC CODE MARKED "NEST" (3/2001, 3/1995, 3/1979).
 - EASEMENT FOR WATER SERVICE LEADS 10' BEYOND CURB STOPS
 - 20' PROPOSED STORM EASEMENT
 - 20' PROPOSED WATER MAIN EASEMENT
 - - - - 30' PROPOSED SEWER MAIN EASEMENT



HAWK NEST CONDOMINIUMS

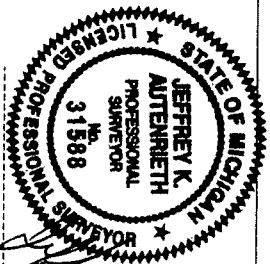


100' SECTION OF WAY SANDERSON BRANCH DRAIN MUST BE CLEANED PER CLINTON COUNTY DRAIN COMMISSIONER

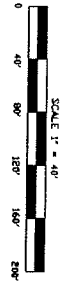
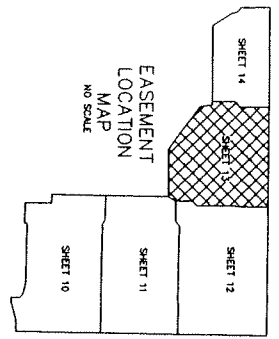
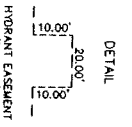
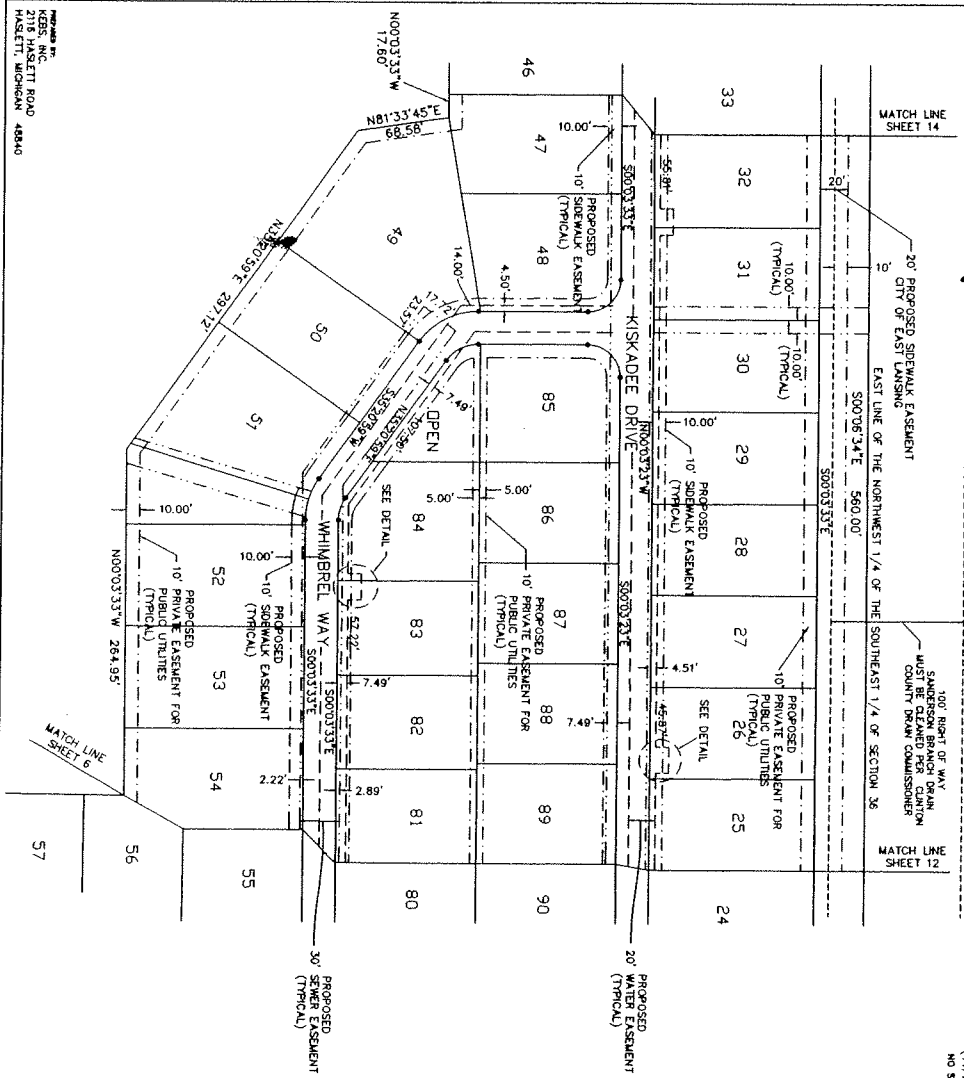


Proposed Date: January 9, 2003
EASEMENT PLAN
SHEET 12 OF 14

- LEGEND
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - CLINE DIMENSIONS ARE PER LINES.
 - UNIT CORNERS HAVE BEEN MARKED WITH IRON RODS 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED 'KESB', '5388', '5389', '4105A', '50075'.
 - EASEMENT FOR WATER SERVICE LEADS 10' BEYOND CURB STOPS
 - 20' PROPOSED STORM EASEMENT
 - 20' PROPOSED WATER MAIN EASEMENT
 - 30' PROPOSED SEWER MAIN EASEMENT



HAWK NEST CONDOMINIUM



LEGEND

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 CURVE DIMENSIONS ARE ANG LENGTHS.
 UNIT CORNERS HAVE BEEN MARKED WITH IRON RODS 1/2" IN LENGTH BY 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "NEBS" 28002, 31508, 41094, 30076

EASEMENT FOR WATER SERVICE LEADS 10' BEYOND CURB STOPS

----- 20' PROPOSED STORM EASEMENT

----- 20' PROPOSED WATER MAIN EASEMENT

----- 30' PROPOSED SEWER MAIN EASEMENT

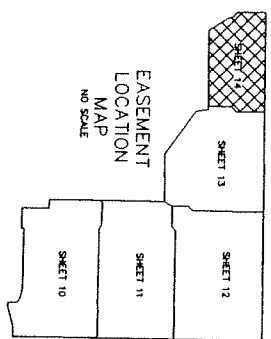
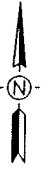
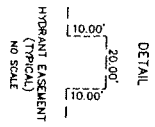
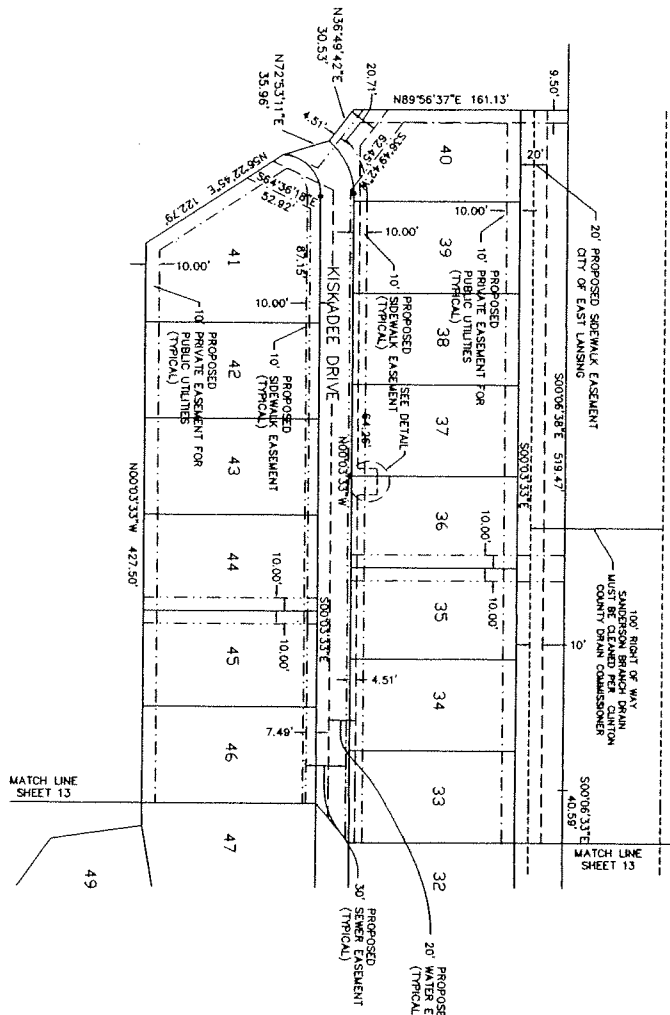
Proposed Date: January 9, 2003

EASEMENT PLAN
SHEET 13 OF 14



Jeffrey K. Auterberry
1-9-03

HAWK NEST CONDOMINIUM



- LEGEND
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. CURVE DIMENSIONS ARE ARC LENGTHS.
 - UNIT CORNERS HAVE BEEN MARKED WITH IRON RODS 18" LONG AND 1/2" DIAMETER. ALL DIMENSIONS TO THESE MARKED "NEBS" 20032, 31588, 41923, 30971.
 - EASEMENT FOR WATER SERVICE LEADS 10' BEYOND CURB STOPS
 - 20' PROPOSED STORM EASEMENT
 - 20' PROPOSED WATER MAIN EASEMENT
 - 30' PROPOSED SEWER MAIN EASEMENT

RECORD KEES INC. 2118 HASLETT ROAD HASLETT, MICHIGAN 48840

Proposed Date: January 9, 2003
EASEMENT PLAN SHEET 14 OF 14