

APR 20 1972

LIBER 7123 PAGE 170

LIBER 5864 PAGE 709

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APARTMENTS

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AGREEMENT - EASEMENT - RESTRICTIONS

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This instrument made this 24 th day of April, 19 72, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as COLONIAL ACRES CO-OPERATIVES PHASE I, INC., on land in the CITY of SOUTH LYON, County of OAKLAND, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

(1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

(2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.

(3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance line locations, as shown on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.

(5) Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.

(6) Easements herein granted are subject to the following restrictions and additional conditions:

- a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

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"This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto."

RECORDED RIGHT OF WAY NO. 31369

13.00

- b. Owners will place survey stakes indicating building plot lines and property lines before trenching.
- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
- g. EDISON and BELL shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.
- h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

RECORDED RIGHT OF WAY NO. 37369

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

In the Presence of:

C. George Williams
C. GEORGE WILLIAMS

Irene C. Kata
IRENE C. KATA

Marsha Pavelka
MARSHA PAVELKA

Karen Guenther
KAREN GUENTHER

THE DETROIT EDISON COMPANY
By W. C. Arnold W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.

By Lillian J. H. Carroll
LILLIAN J. H. CARROLL, ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY
By William F. Murray, Jr.
WILLIAM F. MURRAY, JR.
ACTING Staff Supervisor, Right of Way
(authorized signature)

1978 FEB - 1 PM 3:54
CLEK-RECORDS SECTION

(LIBER 5864 PAGE 712)

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 27th day of April, 1972, before me the subscriber, a Notary Public in and for said County, appeared W. C. Arnold and Lillian J.H. Carroll, to me personally known, who being by me duly sworn did say they are the Director, RE & R/W Dept. and an Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and W. C. Arnold and Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. KATA
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

RECORDED RIGHT OF WAY NO. 31369

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 1st day of May, 1972, before me the subscriber, a Notary Public in and for said County, appeared WILLIAM F. MURRAY, JR. to me personally known, who being by me duly sworn did say that he is the ACTING Staff Supervisor of Right of Way authorized by and for MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and WILLIAM F. MURRAY, JR. acknowledged said instrument to be the free act and deed of said corporation.

Melford Hartman
Notary Public, Oakland County, Michigan

My Commission Expires: _____

MELFORD HARTMAN
Notary Public, Wayne County, Michigan
Acting In Oakland County
My Commission Expires Sept. 15, 1975

APPENDIX "A"

Part of the Northeast 1/4 of Section 19, T1N R7E described as beginning at the East 1/4 corner of Section 19, thence North 00° 38' 41" East 722.79 feet along the East line of Section 19 (centerline of Pontiac Trail 66 feet wide); thence North 89° 11' 14" West 665.42 feet; thence due South 439.83 feet; thence North 89° 26' 11" West 25 feet; thence due South 130.48 feet; thence South 72° 30' 08" East 256.89 feet; thence due South 80.59 feet; thence South 89° 26' 11" East 437.24 feet to the point of beginning containing 10.496 acres more or less, reserved therefrom the East 60 feet for road purposes

Prepared by:

John N. Waterloo
1970 Orchard Lake Road
Pontiac, Michigan 48053

RECORDED FIG. 3 OF 147 NO. 1

31369

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

~~RETURN TO:
DETROIT EDISON CO.
JAMES ROBERTSON
1970 ORCHARD LAKE RD,
PONTIAC, MICHIGAN - 48053~~

LEASE

THIS INDENTURE OF LEASE made as of the 17th day of MARCH, A.D. 1972, by and between COLONIAL ACRES DEVELOPMENT CO., a Michigan Limited Co-partnership of 61725 Eleven Mile Road, South Lyon, Michigan, PARTY OF THE FIRST PART hereinafter referred to as the LANDLORD; and COLONIAL ACRES COOPERATIVES PHASE I, INC., a Michigan non-profit corporation, of 61725 Eleven Mile Road, South Lyon, Michigan, PARTY OF THE SECOND PART hereinafter referred to as TENANT;

W I T N E S S E T H :

That the LANDLORD for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of the TENANT, its successors, administrators and assigns, to be paid, kept and performed, has demised and leased, and by these presents does demise and lease unto the TENANT, Second Party herein, and TENANT does hereby take and hire upon and, subject to the conditions hereinafter expressed, undertake as TENANT the real property described as follows:

Property in the TOWNSHIP OF LYON, NOW CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, more particularly described as follows:

Part of the NORTHEAST 1/4 of SECTION 19, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, described as beginning at the EAST 1/4 corner of SECTION 19, TOWN 1 NORTH, RANGE 7 EAST; thence NORTH 0° 38' 41" EAST 722.79 feet along the EAST line of SECTION 19 (center line of Pontiac Trail 66 feet wide); thence NORTH 89° 11' 14" WEST 665.42 feet; thence due SOUTH 439.83 feet; thence NORTH 89° 26' 11" WEST 25 feet; thence due SOUTH 130.48 feet; thence SOUTH 72° 30' 8" EAST 256.89 feet; thence due SOUTH 80.59 feet; thence SOUTH 89° 26' 11" EAST 437.24 feet to the point of beginning containing 10.496 acres more or less, reserved therefrom the EAST 60 feet for road purposes

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and excepting therefrom any and all buildings and/or appurtenances attached thereto, and any articles necessary to the complete and comfortable use and occupancy of such buildings and are used or furnished in operating said buildings, whether above or below the ground, all of which shall remain personal property.

The same shall be subject, however, to all acceptable building and zoning restrictions, regulations, resolutions and ordinances as the same may affect the demised premises. The leased and demised premises are likewise subject to easements created or to be created in favor of governmental authorities or jurisdiction and public utility companies and/or any easements of record.

WILLIAM S. MUNGER
ATTORNEY AT LAW
61135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 497-1437
(313) 824-1182

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MARCH 19 1972
SOUTH LYON, MICHIGAN

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ARTICLE I

TERM-RENTAL

Section 1. TO HAVE AND TO HOLD the demised premises unto the TENANT, its successors and assigns, for a term of NINETY-NINE (99) YEARS commencing on the 1st day of MARCH, A.D. 1972, and fully ending on the last day of FEBRUARY, A.D. 2071, unless this Lease shall be sooner terminated as hereinafter provided, said TENANT yielding and paying therefor during such term a net basic rental over and above any additional payments to be paid by the TENANT or any individual member of the non-profit corporation as hereinafter provided.

Section 2. (A) TENANT covenants and AGREES to pay to the LANDLORD as net basic rental for the demised premises for the period from the date of original execution of each and every occupancy agreement entered into between the TENANT corporation, acting by and through its special members, and/or COLONIAL ACRES DEVELOPMENT CO., a Michigan Limited Co-partnership, owner and proprietor of said land, and any person or persons occupying some said EIGHTY (80) individual dwelling townhouse units contained in some TEN (10) buildings as original and/or successor member-occupants of said non-profit corporation, TENANT herein, in accordance with the Articles of Incorporation and By-laws of said TENANT corporation, for the period from the date of execution of each and every occupancy agreement whether it be an original occupancy of any unit described therein, or a subsequent or successor occupancy thereof, until the termination of such occupancy on the last day of FEBRUARY, A.D. 2071, whichever shall be first, a basic rental of TWENTY-FIVE (\$25.00) DOLLARS PER MONTH for each and every one (1) bedroom unit and THIRTY (\$30.00) DOLLARS PER MONTH for each and every two (2) bedroom units. Said EIGHTY (80) cooperative apartment dwelling units being located in TEN (10) buildings to be constructed upon the lands herein leased by CENTAUR CONTRACTORS, INC. by virtue of development contract entered into between the LANDLORD herein as proprietor and said CENTAUR CONTRACTORS, INC. as developer. Said sums shall be payable in advance by the TENANT to the LANDLORD from the date of execution of each and every occupancy agreement, each of which shall be evidenced by a certificate of membership and occupancy to be issued by the TENANT to the individual member-occupants of the non-profit corporation.

(B) Alternately, should the ground rental as above reflected per dwelling unit be declared invalid or void by any court of competent jurisdiction or by any board or body upon ultimate and final review, having jurisdiction in the premises, rentals equal to such amount are to be charged pro rata among the FOUR (4) contemplated cooperative corporations for the continuation of the leases of all common areas, recreation areas, undedicated streets, street lighting, walkways, pathways, parkways and any and all other common areas of each successive stage of the cooperative complex.

(C) Commencing with the SIXTH (6th) YEAR of the term of the Lease hereunder, the rental to be paid by TENANT unto the LANDLORD shall be adjusted as hereinafter provided, and shall be in force and effect for the next succeeding FIVE (5) YEARS of the term of this Lease. Such Lease shall be subject to review and adjustment each FIVE (5) YEARS thereafter throughout the entire term of this Lease.

(D) In the event the index number hereinafter designated shall show an increase at the end of the FIFTH (5th)

WILLIAM S. MUNGER
ATTORNEY AT LAW
41335 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 437-1437
(313) 624-1182

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YEAR of the term of this Lease, as compared with the index figure at the commencement date of the term of this Lease, the said rent shall be adjusted from the base rent as set forth in paragraph (A) above by the percentage of increase shown by said index number; and for each successive FIVE (5) YEAR period thereafter the rent shall be so adjusted from the base rent if the index number at the end of each FIVE (5) YEAR period shows an increase or decrease over the index number at the commencement of the term of this Lease; provided, however, that in no event shall the base annual rental payable hereunder be adjusted below the sum of the basic rent as set forth in paragraph (A) of this Section.

(E) INDEX NUMBER. The index numbers to be employed are the index numbers of retail commodity prices designated "CONSUMER PRICES INDEX - ALL ITEMS" (1947-49 = 100) prepared by the Bureau of Labor Statistics of the U. S. Department of Labor. Any publication by either the U. S. Department of Labor or the U. S. Department of Commerce in which such index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Lease without the further proof of authenticity.

(F) The net annual basic rental shall be the accumulated total rental paid in accordance with the preceding paragraphs.

(G) Nothing herein contained shall be construed to declare this as a month-to-month lease, and IT IS AGREED between the parties hereto that this Lease shall be construed as a long-term lease for the period of NINETY-NINE (99) YEARS, anything to the contrary notwithstanding.

(H) The foregoing installments of rental shall be payable by the TENANT to the LANDLORD at such place as the LANDLORD may from time to time designate. Said net annual basic rental is hereinafter sometimes referred to as the "basic rent," or the "basic rent expressly reserved hereunder."

(I) This Lease is made upon the foregoing and the following covenants and conditions, all and every one of which the LANDLORD and TENANT covenant and AGREE to keep and perform.

(J) The TENANT covenants to pay or cause to be paid without notice or demand and without deduction or set-off of any amount for any reason whatsoever except as may be otherwise herein specifically provided, the basic rent herein reserved and all other sums which under any provisions of this Lease may become additional rent hereunder at the time and in the manner in this Lease provided.

ARTICLE II

USE OF PREMISES

Section 1. The TENANT shall have the right to use and occupy the demised premises for all lawful residential purposes not inconsistent with the Articles of Incorporation and the By-laws of the TENANT and all rules and regulations adopted thereunder, and TENANT likewise AGREES to comply with all lawful governmental

WILLIAM S. MUNGER
ATTORNEY AT LAW
6135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 437-1437
(313) 624-1182

RECORDED RIGHT OF WAY 31369

requirements in connection with such use and occupancy.

Section 2. IT IS UNDERSTOOD AND AGREED as a condition of this Lease that TENANT is one of FOUR (4) successive cooperative corporations to be granted similar leases upon lands comprising in all FIFTY-TWO (52) ACRES more or less which lands are to be the subject of future development and construction by CENTAUR CONTRACTORS, INC. as the development corporation pursuant to development and construction contract with the LANDLORD. When, as, and if such lands have been developed and additional dwelling units comprising some FOUR HUNDRED TWENTY-FOUR (424) such units in all, together with clubhouse, recreational and common facilities have been fully constructed and developed for the use and benefit of each successive cooperative corporation comprising FOUR (4) in all, including TENANT herein, all common areas thereof and all entertainment facilities, parkways, walkways, roadways, and common facilities of every type and description shall be subject to the common use of the TENANT herein as well as each and every such additional TENANT comprising some FOUR (4) cooperative corporations.

Such common use both of the common areas and common facilities of the TENANT named herein by virtue of this Lease and all common areas, common facilities, recreational areas and recreational facilities of each and every other cooperative corporation is intended for and shall be subject to the common use and enjoyment of each and every member-occupant of each and every cooperative corporation throughout the entire term of this Lease and the entire term of each of the successive Leases, subject, however, to the condition that such right of use and occupancy and enjoyment by the TENANT herein shall commence if, as, and when such additional cooperative non-profit corporations have been formed, when CENTAUR CONTRACTORS, INC. as development corporation has constructed, completed each such additional stage of development, and not prior thereto. The terms of this Article shall in no sense be construed as a burden upon such additional lands until such time as each such additional stage of development has been completed.

Section 3. This Lease is and shall be subject to a first mortgage upon the lands herein described obtained by the LANDLORD herein and/or by CENTAUR CONTRACTORS, INC., a Michigan corporation as development contractor, for the construction of the TEN (10) buildings, containing in all some EIGHTY (80) townhouse units; and IT IS EXPRESSLY UNDERSTOOD AND AGREED that the use and enjoyment of the leased premises is expressly subject to the faithful performance of all of the terms and conditions of said mortgage including the payment thereof as payments thereon mature.

Section 4. TENANT shall have the right to demolish, tear down or otherwise remove any buildings or improvements located on the demised premises as of the date of this leasehold agreement, or to make such changes, repairs or alterations, structural or otherwise, to any of said buildings as may to said TENANT seem desirable with those limitations and restrictions upon such action as are hereinafter set forth. After the erection of the initial improvements consisting of TEN (10) buildings containing in all EIGHTY (80) dwelling units that may be placed on said demised premises by CENTAUR CONTRACTORS, INC., DEVELOPER herein or by the TENANT. said TENANT covenants that it will not demolish such improvements, in whole or in part, unless such demolition is done for the purpose of, or as an incident to the erection of

WILLIAM S. MUNGER
ATTORNEY AT LAW
6135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 437-1437

(313) 624-1182

any improvements or the repairs or replacement of the existing improvements and then only subject to the following conditions:

- (a) If there is a mortgage on the demised premises, such demolition, major alterations or additions may be made only with the written consent of the mortgagee;
- (b) If there is outstanding any installment purchase contract of a unit between any member-occupant and the DEVELOPMENT CORP., then such action shall be taken only with the written consent of the DEVELOPER.

Section 5. TENANT covenants that it will permit, commit, or suffer no waste, impairment or deterioration of the demised premises, or the improvements thereon, or any part thereof.

Section 6. The LANDLORD and the TENANT AGREE that if and when governmental or any other public authority shall require the execution and delivery of any instrument or right of way or easements for public utilities, or applications for permit, licenses, or other authorization required by any governmental authority, they will execute, acknowledge and deliver any such instruments or documents, or execute any such applications as may be required without payment being demanded of either party to this Agreement by the other party to this Agreement.

Section 7. IT IS UNDERSTOOD that TENANT is the owner by Bill of Sale, as chattels and not as realty, of all buildings, streets, fixtures, including but not limited to, central gas, central electrical, engines, machinery, piping, heaters, furnaces, heating equipment, parking areas and the like which has been conveyed to it by CENTAUR CONTRACTORS, INC. as DEVELOPMENT CORPORATION. TENANT AGREES at all times to properly maintain, replace and repair all such chattels during and throughout the entire term of this Lease to more adequately enhance the value of the land during the entire term hereof.

For the purpose of more efficient and equitable maintenance, upon the completion of each successive stage of development comprising those additional cooperative corporations to be developed upon the remainder of the FIFTY-TWO (52) ACRES adjacent to these premises, IT IS SPECIFICALLY UNDERSTOOD AND AGREED that a joint maintenance agreement will be entered into between the cooperative corporation, TENANT herein, and each and every other TENANT cooperative corporation under the terms of which the maintenance, repair and replacement of all facilities are shared by all FOUR (4) cooperative corporations on a per townhouse unit basis, without limitation and without regard to where the particular improvement, entertainment facility, parkway, street, or common facility is located, with a view to the ultimate use, maintenance, repair and enjoyment of each and every member-occupant of each and every cooperative corporation comprising in all some FOUR HUNDRED TWENTY-FOUR (424) townhouse units, clubhouse, and any and all other appropriate common and/or entertainment facilities.

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ARTICLE III

PAYMENT OF TAXES, ASSESSMENTS, ETC.

Section 1. The TENANT covenants and AGREES to pay, or

WILLIAM S. MUNGER
ATTORNEY AT LAW
41135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 437-1437
(313) 624-1182

cause to be paid, as additional rent, before any fine, penalty, interest or cost may be added thereto, all franchise taxes of the TENANT, all real estate taxes, assessments and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, including, but not limited to, assessments for public improvements or benefits which are assessed, levied, confirmed, imposed, or become a lien upon the demised premises, or become payable during the term of this Lease; provided, however, that if, by law, any such tax, assessments, or other charges above provided are payable, or may at the option of the taxpayer be paid in installments, whether or not interest shall accrue on the unpaid balance of such tax, assessments or other charges, the TENANT may pay the same in installments as the same become due, and before any fine, penalty, interest or cost may be added thereto for the non-payment of any such installment and interest.

Section 2. Nothing in this Lease contained shall require the TENANT to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the LANDLORD, of any income or any revenue tax, or any other tax, assessment, charge or levy upon the basic rent payable by the TENANT under this Lease. If the TENANT for any reason is required by law to pay any of the same, the LANDLORD shall reimburse the TENANT.

Section 3. The TENANT covenants to furnish, or cause to be furnished to the LANDLORD, within THIRTY (30) DAYS after the date whenever any tax, assessment or other charge as above referred to in this Article shall become due and payable, official receipts of the appropriate taxing authority, or other proof satisfactory to the LANDLORD, evidencing the payment thereof.

Section 4. It is understood and AGREED that there is an underlying first mortgage in which the LANDLORD is named as mortgagor, and under no circumstances shall the TENANT be liable for the payment of any installment mortgage payment, charge, penalty or interest, and TENANT shall, upon demand, be entitled at any time to proof of the current payment by the LANDLORD to the mortgagee of the demised premises and the current status of such mortgage account.

Section 5. The TENANT shall have the right to contest the amount and/or the validity of any tax assessment or charge referred to in this Article by appropriate legal proceedings, on condition, however, that such legal proceedings shall not operate to prevent the collection of the tax, assessment or charges, and shall not cause the sale of the demised premises or any part thereof, to satisfy the same. Upon the termination of such legal proceedings, the TENANT shall pay any taxes, assessments or other charges that shall be then due, together with any interest or penalty in connection therewith, and the charges and costs accruing in such legal proceedings.

Section 6. The LANDLORD AGREES to join in any such proceeding if the same be required to legally prosecute such contest of the validity of such tax, assessment or other governmental charge referred to in this Article; provided, however, that the LANDLORD shall not thereby be subjected to any liability for the payment of any cost or expenses in connection with any proceedings brought by the TENANT; and TENANT covenants to indemnify and save harmless the LANDLORD from any such costs or expenses.

RECORDED FIRST OF MAY NO.

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WILLIAM S. MUNGER
ATTORNEY AT LAW
61135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 437-1437
(313) 624-1182

Section 7. Upon the completion of the FOUR (4) contemplated stages of development, the TENANT herein covenants and AGREES that it will join with each and every other TENANT of the FOUR (4) contemplated stages of development in a pooling agreement under the terms of which the gross taxes, assessments or other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, including, but not limited to, assessments for public improvements or benefits which are assessed, levied, confirmed, imposed, or become a lien upon the demised premises of any of the cooperative corporations, and that all such charges of whatever nature will be pooled, spread equally among the townhouse units comprising the FOUR (4) cooperative non-profit corporations and paid equally because of and by virtue of the fact that certain phases or stages of the development contain greater or other entertainment facilities, clubhouses, or areas designed for common use and enjoyment. Only by virtue of such pooling agreement, can an equitable spread of all such taxes, assessments, or charges be properly achieved. Charges shall include heating fuel, common electricity, maintenance, replacement, repairs, and all operating expenses.

ARTICLE IV

INSURANCE

Section 1. The TENANT shall, at the TENANT'S sole cost and expense at all times during the term of this Lease, keep all buildings and improvements now existing or hereafter erected upon the demised premises and all equipment, fixtures, motors and machinery thereon, and all additions thereto and replacements thereof, insured against loss, damage and destruction by fire and such other hazards as are covered by and protected against under policies of insurance, commonly referred to and known as "fire and extended coverage insurance," said insurance to be in an amount not less than EIGHTY (80%) PER CENT of the actual cash value of the insurable buildings, improvements and equipment. Said policies of insurance shall be carried in companies authorized to do business in the state of Michigan. Such insurance policies shall be written for the benefit of the LANDLORD and the TENANT, and the proceeds thereof, in the event of a loss, shall be applied to the repair and restoration of such damage to the extent such proceeds are available; but if there be any excess of such proceeds after the full repair and restoration of the damage, such excess shall be retained by the TENANT.

Section 2. The TENANT further covenants and AGREES any law to the contrary notwithstanding, that no loss or damage by fire or casualty, of or to any building or buildings at any time on the demised premises, shall operate to terminate this Lease or to relieve or discharge the TENANT from the payment of taxes and basic rent and any monies to be treated as rent hereunder, as the same become due and payable as hereinafter provided, or from the performance and the fulfillment of any of the TENANT'S obligations and undertakings herein.

Section 3. TENANT specifically covenants and AGREES that upon the completion of each and every successive stage of development and upon the completion of construction by CENTAUR CONTRACTORS, INC. as developer or by its successors or assigns, if any, that in accordance with the spirit and intent of other provisions of this Lease, it will likewise enter a pooling

WILLIAM S. MUNGER
ATTORNEY AT LAW
61135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 437-1437

(313) 624-1182

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Agreement with reference to the payment of premiums of insurance upon every building, not only upon the acreage leased by the terms hereof, but by the remainder of the FIFTY-TWO (52) ACRES upon which there is to be constructed FOUR HUNDRED TWENTY-FOUR (424) townhouse apartment units, clubhouse and related facilities, all of which shall be kept fully and adequately insured, the costs thereof when all of such units are completed, to be borne and shared equally by virtue of such pooling agreement by the FOUR (4) cooperative, non-profit corporations contemplated.

ARTICLE V

LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

The TENANT covenants and AGREES that if it shall at any time fail, neglect or refuse to pay or cause to be paid any tax, assessments, or charge referred to in Article III, that the LANDLORD may, but shall not be obligated so to do, but after THIRTY (30) DAYS' written notice to or demand upon the TENANT, and without waiving or releasing the TENANT from any obligations of the TENANT in this Lease contained, may pay any such tax, assessments, or charge referred to. All sums so paid by the LANDLORD, together with interest at the rate of SEVEN (7%) PER CENT PER ANNUM from the date of the payment by the LANDLORD, shall be deemed additional rent hereunder, except as otherwise in this Lease expressly provided, shall be payable to the LANDLORD on demand, or, at the option of the LANDLORD, may be added to any basic rent then due or thereafter becoming due under this Lease; and the TENANT covenants to pay or cause to be paid any such sum or sums with interest as aforesaid; and the LANDLORD shall have, in addition to any other right or remedy, the same rights and remedies in the event of the non-payment thereof by the TENANT as in the case of default by the TENANT in the payment of the basic rent.

ARTICLE VI

COMPLIANCE WITH ORDERS, ORDINANCES, ETC.

The TENANT covenants throughout the term of this Lease, at the TENANT'S sole cost and expense, promptly to comply with all laws and ordinances, any orders, rules, regulations and requirements of all federal, state and municipal governments, and appropriate departments, commissions, board and officers thereof in any action taken by them pursuant to law. The TENANT will likewise observe and comply with the requirements of all federal, state and municipal governments and appropriate departments, commissions, board and officers thereof. The TENANT will likewise maintain policies of insurance which provide for coverage of public liability, fire and extended coverage and will likewise observe and comply with the requirements of all of such policies of insurance of whatever type or form at any time in force with respect to the building and improvements on the aemiscd premises and the equipment thereof.

It is specifically understood and AGREED in this connection that it shall not be required of the TENANT to supply policies of insurance on household contents, this being the specific obligation of each member-occupant of TENANT under the terms

WILLIAM S. MUNGER
ATTORNEY AT LAW
61135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 457-1437
(313) 624-1182

and conditions of the Articles of Incorporation, the By-laws, rules and regulations of the cooperative corporation, TENANT herein.

ARTICLE VII

MECHANICS LIENS

The TENANT shall not suffer or permit any mechanics' liens to be filed against the fee of the demised premises, nor against the TENANT'S leasehold interest in said premises, by reason of work, labor, services or materials supplied, or claimed to have been supplied, to the TENANT, or anyone holding the demised premises or any part thereof, through or under the TENANT; and nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of the LANDLORD, expressed or implied, by inference or otherwise, to any contractor, sub-contractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of, or to, the demised premises, or any part thereof, nor as giving the TENANT any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of any materials that would give rise to the filing of any mechanics' lien against the fee of the demised premises. The LANDLORD shall have the right at all reasonable times to post and keep posted on the demised premises any notices that may be provided by law which the LANDLORD may deem to be necessary for the protection of the LANDLORD and the demised premises from mechanics' liens. If any such mechanics' lien shall at any time be filed against the demised premises, the TENANT covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged; and, upon its failure to so do, the LANDLORD, in addition to any other right or remedy that he may have, may take such action as may be reasonably necessary to protect his interest; and, any amount paid by the LANDLORD in connection with such action, and all reasonable legal and other expenses of the LANDLORD in connection therewith, including reasonable counsel fees, court costs and other necessary disbursements, with interest thereon at the rate of SEVEN (7%) PER CENT PER ANNUM from the date of payment, shall be repaid by the TENANT to the LANDLORD on demand.

ARTICLE VIII

ASSIGNMENT AND SUBLETTING

Section 1. This Lease is not assignable by the TENANT without the prior written consent of the LANDLORD being first had and obtained when there is an existing default on the part of the TENANT in the performance or observance of any of the conditions hereof, or at any time after the loss, destruction or removal of any building upon or from the demised premises or before the complete repair or construction of the same; otherwise, said Lease shall be assignable provided the TENANT, in each case, shall deliver to the LANDLORD a recordable instrument under the terms of which the assignee of the lease assumes all of the burdens, terms, covenants, conditions and obligations of the TENANT hereunder, and provided further, that the proposed

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WILLIAM S. MUNGER
ATTORNEY AT LAW
81135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 497-1437
(313) 624-1182

assignee demonstrates to the satisfaction of the LANDLORD that the proposed assignee has financial capability of performing all burdens, terms, covenants, conditions and obligations of the TENANT whereupon TENANT/assignor shall be released from any further obligations under this Lease.

Section 2. Nothing in this Article contained shall prevent the TENANT (a) from leasing, upon such terms and conditions as the TENANT in its uncontrolled discretion acting by or through its special members as provided in the Articles and By-laws, shall deem appropriate and advisable, any dwelling units, garages, or other improvements and appurtenances of the premises; (b) from mortgaging its leasehold interest in the demised premises to secure some actual indebtedness, but nothing herein contained shall be construed to grant to the TENANT the right to mortgage or otherwise encumber the fee of the premises herein described; nor shall Section 1 of this Article apply to any sale, transfer or assignment of this Lease made pursuant to any contract or mortgage insurance under the National Housing Act, or in satisfaction of any mortgage on the TENANT'S leasehold estate, or to any person claiming under them or any of them.

ARTICLE IX

EMINENT DOMAIN

If, during the term of this Lease, any partial taking of any part of the demised premises shall be taken as the result of the exercise of the power of eminent domain, for road purposes, sewers or other public improvement, the interests of the LANDLORD and TENANT shall be dealt with according to law, but in no event shall such partial taking be deemed to negate, impair or invalidate the terms and conditions of this Lease. Should the whole or any part of any building comprising the EIGHTY (80) units be taken under power of eminent domain by any governmental authority, both LANDLORD and the occupants of the individual dwelling units taken shall be entitled to the allocation of the award given in accordance with the respective showing of damages by both LANDLORD and the occupants of the individual units taken under such power of eminent domain. In such event, however, those units remaining shall be responsible under the terms of this Lease for the balance of the term thereof.

RECORDED RIGHT OF WAY NO.

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ARTICLE X

DEFAULT PROVISIONS - LIMITATION OF TENANT'S LIABILITY - CONDITIONAL LIMITATIONS

Section 1. If, during the term of this Lease, the TENANT shall default in the payment of the basic rent expressed hereunder, or shall make default in the payment at any time of additional rent, or any part of the same, and such default is not remedied and shall continue for THIRTY (30) DAYS after written notice thereof by the LANDLORD to the TENANT, or if such default is not capable of being remedied in such time and the TENANT does not begin and proceed with due diligence to remedy such default within a reasonable time, the LANDLORD shall have the option of declaring this Lease terminated upon giving SIXTY (60) DAYS' written notice to the TENANT of its election so to terminate; and if such latter notice is so given, the term hereof

WILLIAM S. MUNGER
ATTORNEY AT LAW
61135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 437-1437
(313) 624-1182

shall cease, determine and expire, except as hereinafter provided in this Article, at the expiration of said SIXTY (60) DAYS as though such date of termination were originally set for the expiration thereof, and the TENANT'S obligations hereunder, except for the payment of past due rentals, shall cease and determine, and TENANT shall be under no further obligation to LANDLORD hereunder.

Section 2. If this Lease shall terminate by the reason of the occurrence of any contingency mentioned in Section 1 of this Article, and in the manner therein set forth, and if the LANDLORD shall obtain possession of the demised premises therefor, the LANDLORD AGREES that the holder of any mortgage upon the leasehold estate of the TENANT in the demised premises shall have the right, for a period of SIX (6) MONTHS subsequent to the termination of this Lease as in Section 1 of this Article provided, to elect to demand a new Lease of the demised premises of the character, and, when executed and delivered and possession of the demised premises is taken thereunder, having the effect hereinafter set forth. Such new lease shall be for a term to commence at the termination of this Lease as in said Section 1 provided, and shall have as the fixed date for the expiration thereof the same date stated in this Lease as the fixed date for the expiration thereof. The basic rent thereof shall be at the same rate during the term of said Lease as would have been applicable under the terms of this original Lease, had this Lease not so expired or terminated, and all the terms, conditions, covenants and provisions of such Lease, including, but not limited to the conditional limitations as set forth in this Lease, shall be the same as the terms, conditions and provisions of this Lease, except that the liability of the holder of such mortgage under such new lease shall not extend beyond the period of its occupancy thereunder. If any such holder of any such mortgage as aforesaid shall elect to demand such new lease within such SIX (6) MONTHS' period, he shall give written notice to the LANDLORD of such election; and thereupon within TEN (10) DAYS thereafter, the LANDLORD and such holder AGREE to execute and deliver such new lease upon the terms above set forth, and such holder of any such mortgage, shall, at the time of the execution and delivery of such new lease, pay to the LANDLORD all such basic rent and additional rent owing by the TENANT to the LANDLORD under the terms of this Lease immediately prior to the termination of the Lease as well as all such basic rent and additional rent which would have become payable hereunder by the TENANT to the LANDLORD to the date of the execution and delivery of such new lease, had this Lease not terminated, and which remain unpaid at the time of the execution and delivery of such new lease, together with a reasonable attorneys fee and expenses in connection therewith. But any holder of any such mortgage shall be given credit for any available net rents and income actually collected in the meantime by the LANDLORD from the member-occupants of the mortgaged leasehold premises who are not in default. Any such new lease as in this section contemplated may, at the option of the holder of any such mortgage, be executed to a nominee of such holder, or to a corporation, without the holder of such mortgage assuming the burdens and obligations of the TENANT thereunder beyond the period of its occupancy. If the LANDLORD AGREES for and in behalf of the holder of such mortgage to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the then TENANT or any defaulting sub-tenant from the demised premises, IT IS

WILLIAM S. MUNGER
ATTORNEY AT LAW
81135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 497-1427
(313) 624-1182

SPECIFICALLY UNDERSTOOD AND AGREED in this connection that the special members of the TENANT shall and will promptly pursue the default of any member-occupant who is in default and that upon such default will on behalf of the TENANT, pay to the LANDLORD sums to be drawn to the extent of the aggregate deposits of all member-occupants as insulation or protection to the TENANT during the course of such ouster or removal proceeding of any member-occupant then in default. This provision shall in no wise limit the liability of the TENANT to the LANDLORD above and beyond the aggregate amounts of such special deposit for the payment of maintenance and ground rent as provided in this Lease.

Section 3. The LANDLORD AGREES, if and so long as the leasehold estate of the TENANT is encumbered by a mortgage, to give to the holder of such mortgage notice of any default or of the happening of any contingency referred to in Section 1 of this Article, simultaneously with the giving of such notice to the TENANT, and the holder of any such mortgage shall have the right, within the period limited by any such notice and for an additional period of THIRTY (30) DAYS thereafter, and to the same extent and with the same effect as though done by the TENANT, to take such action or to make such payment as may be necessary or appropriate to cure any such default or contingency so specified, it being the intention of the parties hereto that the LANDLORD shall not exercise its right to terminate this Lease as in Section 1 of this Article provided without affording to the holder of any such mortgage the same rights and the same notices with respect to any such default or contingency and the same period or periods of time within which to cure the same as are afforded to the TENANT hereunder (and a period of THIRTY (30) DAYS thereafter and as are afforded to the mortgagee under Section 4 of this Article).

Section 4. Notwithstanding anything in this Article contained to the contrary, if the LANDLORD shall exercise its right to terminate this Lease as in Section 1 of this Article provided, the holder of any mortgage of the leasehold estate of the TENANT shall have the right for a period of SIX (6) MONTHS subsequent to the expiration of the term of this Lease pursuant to the provisions of Section 1 of this Article, to pay or tender to the LANDLORD all basic rent and additional rent payable by the TENANT hereunder in arrears at the time of the payment or tender, with interest thereon from the due date to the date of payment at the rate of SEVEN (7%) PER CENT PER ANNUM and the reasonable costs and charges which may have been incurred by the LANDLORD, and thereupon the holder of such mortgage shall be entitled to the possession of the demised premises under this Lease and may hold and enjoy the same according to the terms, covenants and conditions of said lease without assuming the burdens and obligations of the TENANT hereunder, beyond the period of its occupancy hereunder.

Section 5. The LANDLORD shall not exercise its right to terminate this Lease as in this Article provided, during the time that the holder of any mortgage on the leasehold estate of the TENANT shall require to complete its remedies under such mortgage, provided, however, (a) such mortgagee proceeds promptly and with due diligence with its remedies under its mortgage on the leasehold estate and thereafter prosecutes same with all due diligence, and likewise completes the same with all due diligence; (b) and there is paid to the LANDLORD the basic rent, additional rent, or impositions which have, or may become due and payable during said period of time.

WILLIAM S. MUNGER
ATTORNEY AT LAW
61135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 437-1437
(313) 824-1182

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Section 6. Provided there is no default under this Lease, of which notice has been given to any mortgagee of the leasehold estate of the TENANT in the manner provided in Section 3 of this Article, and if there exists an unpaid mortgage on the leasehold estate of the TENANT, the LANDLORD expressly AGREES that it will not accept a surrender of the demised premises or a cancellation of this Lease without the written consent of the holder of such mortgage.

Section 7. If it becomes necessary for the LANDLORD to exercise those prerogatives granted to it under the terms of Section 1 of this Article, the special members of the TENANT shall take prompt and immediate action to expel from membership those member-occupants whose defaults have (a) exhausted the aggregate funds deposited as further security to the TENANT for the payment of maintenance charges and ground rent as provided in the Articles and By-laws of the TENANT (b) shall force a sale or by summary proceedings oust any member-occupant whose individual dwelling unit is fully paid for as well as any installment payment purchaser of such a membership-occupancy certificate (c) through the medium of any broker or brokers shall attempt to replace such defaulting member-occupants of the TENANT with successor member-occupants prepared to meet the responsibilities of membership including the payment of all sums required by the terms of this Lease (d) in the interim such special members shall promptly forward to the LANDLORD any payments upon leasehold made by non-defaulting members.

Section 8. In the event that all of the foregoing efforts by the special members fail and it becomes necessary to terminate this Lease and to secure a successor TENANT, the LANDLORD AGREES to exercise every possible effort to include as member-occupants under any new lease secured and executed to include as member-occupants thereunder any member-occupants of any dwelling units comprising the EIGHTY (80) such dwelling units who have fully and faithfully made their contribution to the TENANT towards the payment of the leasehold and who are not then individually in default.

Section 9. It is likewise covenanted and AGREED that so long as TENANT herein is not in default, the default by any other inter-related cooperative corporation comprising the total project contemplated by the terms of this Lease shall not be deemed a default by TENANT herein, despite the pooling agreement for the payment of all taxes, assessments, insurance, repair, replacement, maintenance of all common facilities and the like.

ARTICLE XI

INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

WILLIAM S. MUNGER
ATTORNEY AT LAW
61133 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 487-1437
(313) 624-1182

RECORDED RETURN OF MAY 10

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ARTICLE XII

NOTICES

All notices, demands and requests which may or are required to be given by either party to the other party shall be in writing. All notices, demands and requests by either party to the other party may be sent by United States Certified Mail, return receipt requested, postage prepaid, addressed to the other party at such place as either party may from time to time designate, or by delivery in person, acknowledging a receipt thereof on a copy retained by the party sending the notice.

ARTICLE XIII

SURRENDER OF PREMISES

The TENANT shall upon termination of this Lease for any reason whatsoever surrender to the LANDLORD the buildings, structures, fixtures and building equipment, motors and machinery upon the demised premises, including all appliances conveyed by the proprietor of the land and LANDLORD herein to each member-occupant or each successor member-occupant of TENANT, together with all alterations and replacements thereof, in good order, condition and repair except for reasonable wear and tear. This provision shall in no wise impair the consideration given to any non-defaulting individual member-occupant of the TENANT as provided in prior Articles of this Agreement.

ARTICLE XIV

QUIET ENJOYMENT

Section 1.

The LANDLORD covenants and AGREES that the TENANT, upon paying the basic rent and all other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy said demised premises without hindrance or molestation of the LANDLORD, during the term of this lease, or any person or persons claiming under the LANDLORD, subject, however, to its provisions.

Section 2.

LANDLORD further covenants and AGREES that the TENANT upon paying the basic rent and all other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its parts to be kept, shall lawfully and quietly be permitted to hold, occupy, and enjoy in common those common and entertainment areas and facilities to be constructed upon successive phases of the total project comprising in all FIFTY-TWO (52) ACRES and that each and every member-occupant of each and every successive cooperative corporation shall be permitted by the TENANT herein to lawfully and quietly hold, occupy and enjoy the common areas herein leased to this TENANT for the mutual benefit, enjoyment and occupation of all members comprising the FOUR (4) stages of development of FOUR HUNDRED TWENTY-FOUR (424) townhouse units upon FIFTY-TWO (52) ACRES of

RECORDED

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WILLIAM S. MUNGER
ATTORNEY AT LAW
61135 ELEVEN HILE ROAD
SOUTH LYON, MICH. 48178

(313) 487-1437
(313) 624-1182

land specifically contemplated by the terms of this Lease, so long as such additional TENANTS are not in default in the payment of those payments and charges called for under the terms of each and every successive lease to be executed by them and not otherwise.

ARTICLE XV

ESTOPPEL CERTIFICATE BY TENANT AND LANDLORD

The TENANT AGREES at any time and from time to time upon not less than TWENTY (20) DAYS' prior written request by the LANDLORD to execute, acknowledge and deliver to the LANDLORD and the LANDLORD AGREES at any time and from time to time upon not less than TWENTY (20) DAYS' prior written request by the TENANT, or any mortgagee of the TENANT'S leasehold estate, to execute, acknowledge and deliver to the TENANT, or such mortgagee, a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the basic rent and other charges have been paid in advance, if any, and whether or not there is any existing default by the TENANT or notice of default served by the LANDLORD, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of the fee or leasehold or mortgagee or assigns of any mortgage upon the fee of the demised premises or any prospective mortgagee or assignee of any mortgage upon the leasehold estate. A copy of such statement shall be delivered to the holder of any mortgage of the TENANT'S leasehold estate.

ARTICLE XVI

CUMULATIVE REMEDIES - NO WAIVER - NO ORAL CHANGE

Section 1. The specified remedies to which the LANDLORD may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the LANDLORD may be lawfully entitled in case of any breach or threatened breach by the TENANT of any provisions of this Lease. The failure of the LANDLORD to insist in any one or more cases upon the strict performance of any of the terms, covenants or conditions of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such terms, covenants or conditions or option. A receipt by the LANDLORD of rent with knowledge of the breach of any term, covenants, or conditions hereof shall not be deemed a waiver of such breach, and no waiver by the LANDLORD of any provision of this LEASE shall be deemed to have been made unless expressed in writing and signed by the LANDLORD. In addition to the other remedies in this Lease provided, the LANDLORD shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the terms, covenants, conditions or provisions of this Lease.

Section 2. This Lease cannot be changed orally.

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ARTICLE XVII

DEFINITION OF CERTAIN TERMS, ETC.

Section 1. Whenever in this Lease the term "the building on the demised premises" or words of similar import appear, they shall be construed to mean the entire structure or structures on the demised premises, unless a more explicit meaning is clearly set forth.

Section 2. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

Section 3. Whenever in this Lease the term "mortgage" is used it shall be construed to include such terms as "deed of trust," "mortgage deed," or such classes of instruments as are commonly given to secure advances on, or the unpaid purchase price of, real estate and leasehold estates, under the laws of the State, District or territory where the demised premises are situated, and/or the credit instruments, if any, secured thereby.

Section 4. Wherever in this Lease the term "mortgagee" or "the holder of the mortgage" or "such mortgagee" or words of similar import appear, they shall be construed to mean the holder of any mortgage on the leasehold estate secured by the TENANT for the purpose of improvements, replacement for obsolescence repair or additions to the premises authorized by the LANDLORD, or the original beneficiary or beneficiaries of any deed of trust on the leasehold estate or any assignee thereof.

Section 5. Wherever required by the context, the singular number shall include the plural number, the plural number shall include the singular number, the masculine gender shall include the neuter and feminine gender, the feminine gender shall include the masculine and neuter gender, and neuter gender shall include the masculine and feminine gender.

Section 6. Wherever the term "master mortgage" appears the same shall refer to the original mortgage secured by the LANDLORD to provide basic financing for the construction of the unit, and it shall rest within the power of the LANDLORD to maintain said mortgage and regularly make the payments thereon unless and until each and every installment payment member-occupant shall have fully paid and discharged his obligation in full at which time said master mortgage shall be fully and promptly paid and discharged by the LANDLORD.

Section 7. Wherever the term "future or other cooperative apartment corporations" or any like terminology or language appears, the same shall refer to FOUR (4) successive cooperative townhouse corporations organized as Michigan non-profit corporations to be known and designed at COLONIAL ACRES COOPERATIVES PHASE II, INC., a Michigan non-profit corporation, COLONIAL ACRES COOPERATIVES PHASE III, INC. a Michigan non-profit corporation, and COLONIAL ACRES COOPERATIVES PHASE IV, INC., a Michigan non-profit corporation. Each of said successive cooperative corporations will enter leases to lands in the City of South Lyon, comprising some FIFTY-TWO (52) ACRES in all of which the lands herein demised

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WILLIAM S. MUNGER
ATTORNEY AT LAW
61135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

STATE OF MICHIGAN)
) ss.:
COUNTY OF OAKLAND)

On this 17 day of March, 1972, before me a Notary Public in and for said county, personally appeared JAMES W. PELKY and WILLIAM S. MUNGER to me personally known, who being by me duly sworn, did each for himself say that each are GENERAL PARTNERS of COLONIAL ACRES DEVELOPMENT CO., a Michigan Limited Co-partnership and that they executed the within instrument under power and authority granted them specifically by the terms of said Limited Partnership Agreement of which they are GENERAL PARTNERS and that in so doing they acknowledged the same to be their free act and deed and the free act and deed of said Limited Partnership.

Judith V. Wakefield
Judith V. Wakefield, Notary Public
Wayne County, Michigan
Acting in Oakland County
My commission expires: 1/9/76.

STATE OF MICHIGAN)
) ss.:
COUNTY OF OAKLAND)

On this 17 day of March, 1972, before me a Notary Public in and for said county, personally appeared JAMES W. PELKY and WILLIAM S. MUNGER, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Special Member and Secretary-Treasurer and Special Member of COLONIAL ACRES COOPERATIVES PHASE I, INC., the corporation named in and which executed the within instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said JAMES W. PELKY and WILLIAM S. MUNGER acknowledged said instrument to be the free act and deed of said corporation.

Judith V. Wakefield
Judith V. Wakefield, Notary Public
Wayne County, Michigan
Acting in Oakland County
My commission expires: 1/9/76.

31369

This instrument prepared by:

WILLIAM S. MUNGER, ESQ.
61135 Eleven Mile Road
South Lyon, Michigan 481 78

Return to:
William S Munger
61135 11 mile rd
South Lyon Michigan
48178

WILLIAM S. MUNGER
ATTORNEY AT LAW
61135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178

(313) 437-1437
(313) 624-1182

are a part. Each such successive lease shall comprise land in excess of TEN (10) ACRES per lease, and the activities, enjoyment use and occupation of all common areas by all FOUR (4) cooperative corporations is specifically contemplated and AGREED; and it shall be the obligation of each TENANT and each and every member-occupant of each and every TENANT specifically to pay his, its or their proportionate share of the common maintenance of all such facilities now or hereafter to be installed so that each and every successive cooperative corporation may fully enjoy the resulting benefits sought and to be obtained by virtue thereof.

ARTICLE XVIII

COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto that the covenants and agreements herein contained shall bind and inure to the benefit of the LANDLORD, their heirs and assigns, and the TENANT, its successors and assigns, and if any required consent to any assignment hercof shall be had and obtained as hereinbefore set forth, same shall be subject to the provisions of Article VIII hereof.

If at any time during the term of this Lease, the leasehold estate is encumbered by the lien of a mortgage, then the rights afforded to the holder of such mortgage as set forth in this Lease, shall inure to the benefit of, and be exercisable by the mortgage.

ARTICLE XIX

EXECUTION OF LEASE IN COUNTERPARTS

This Lease was executed for the convenience of the parties in several counterparts, which are in all respects similar and each of which is to be deemed complete in itself, and any one of which may be introduced in evidence or used for any other purpose without the production of the other counterparts thereof.

IN WITNESS WHEREOF, the parties hereto have duly signed this instrument this 17 day of March, A.D. 1972.

Signed, Sealed and Delivered in the Presence of:

COLONIAL ACRES DEVELOPMENT CO., a Michigan Limited Co-partnership

by James W. Pelky, General Partner

by William S. Munger, General Partner

COLONIAL ACRES COOPERATIVES PHASE I, INC., a Michigan non-profit corporation

by James W. Pelky, Pres and Special Member
by William S. Munger, Sec-Treas and Special Member

Handwritten signatures of Carl P. Pickett and Marjory R. Pickett

Handwritten signatures of Carl P. Pickett and Marjory R. Pickett

WILLIAM S. MUNGER
ATTORNEY AT LAW
81135 ELEVEN MILE ROAD
SOUTH LYON, MICH. 48178
(313) 437-1437
(313) 624-1182

RECORDED RIGHT ON MAY 19 3/13/72

KNOW ALL MEN BY THESE PRESENTS: That JAMES W. PELKY & MARY PELKY, his wife, and WILLIAM S. MUNGER & MARTHA T. MUNGER, his wife whose address is

2506 Little Trail - Walled Lake, Michigan 48088

Quit Claim(s) to Colonial Acres Development Co., a Michigan Limited Co-partnership

whose address is 61725 Eleven Mile Road - South Lyon, Michigan

the following described premises situated in the City of South Lyon County of Oakland and State of Michigan, to-wit:

Part of the N.E. 1/4 of Section 19, T1N, R7E, Lyon Township, Oakland County, Michigan, described as beginning at the East 1/4 corner of Section 19, T1N, R7E; thence N. 0° 38' 41" E. 1712.45 ft. along East line of Section 19 (centerline of Pontiac Trail 66 ft. wide); thence N. 89° 27' 47" W. 1324.89 ft.; thence S. 0° 39' 23" W. 1685.39 ft. to the Northeasterly R.O.W. Line of the C & O Railroad; thence along said R.O.W. Line S. 45° 59' 18" E. 38.46 ft.; thence S. 89° 26' 11" E. 1297.28 ft. to the point of beginning, containing 52.0735 Acres, reserving therefrom the East 60 ft. for road purposes.

OAKLAND COUNTY REGISTER OF DEEDS RECEIVED 1972 MAR 27 AM 9 31

EXEMPT under M.C.L.A. 207.505 (A) for the full consideration of One (\$1.00) Dollar and other valuable considerations

Dated this 17TH day of MARCH 1972

Signed and Sealed:

Linda Sue Benish Linda Sue Benish

Judith V Wakefield Judith V. Wakefield

JAMES W. PELKY (L.S.)

WILLIAM S. MUNGER (L.S.)

MARY PELKY (L.S.)

MARTHA T. MUNGER (L.S.)

STATE OF MICHIGAN COUNTY OF

The foregoing instrument was acknowledged before me this day of March 1972

STATE OF MICHIGAN)) SS. County of Oakland)

On this 17TH day of MARCH 1972, before me personally appeared JAMES W. PELKY and MARY PELKY, his wife, and WILLIAM S. MUNGER and MARTHA T. MUNGER, his wife, known by me to be the persons who executed the foregoing Quit Claim Deed and that they executed the same as their free act and deed.

DRAFTED BY WILLIAM S. MUNGER 61135 ELEVEN MILE SOUTH LYON, MICH.

Judith V. Wakefield Notary Public Wayne County, Michigan Acting in Oakland County My Commission expires: 1/9/76

2.09

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12-53

TO Engineering Coordinator Supervisors DATE 4-24-72 TIME _____

Hldg. - Room 250 WSC

RE: Underground Service - Colonial Acres Cooperatives Phase 1, Inc

City of South Iyon, Oakland County

Agreements and Easements obtained - OK to proceed with construction.

COPIES TO Bill Woodward - Service Planner P.S.C.

SIGNED

John H. Waterloo
John H. Waterloo

Real Estate and R/N Dept

REPORT File

DATE RETURNED _____

TIME _____

SIGNED _____

● FILE COPY ●

AREA CODE 313
TELEPHONE 962 2100

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

April 19, 1972

Mr. William S. Munger
CENTAUR CONTRACTORS, INC.,
61725 Eleven Mile Road
South Lyon, Michigan 48178

Dear Mr. Munger:

RE: COLONIAL ACRES COOPERATIVES PHASE I, INC.,
City of South Lyon, Oakland County, Michigan

Enclosed is the original and three copies of the Agreement-Easement-Restrictions for the above described project. Please have the original and two copies executed and returned to us. We will have the Agreement executed by Bell and Edison and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 3 of this Agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to:

John N. Waterloo, at 1970 Orchard Lake Road
Pontiac, Michigan 48053 (phone number ~~962-2100~~, extension 258 or 259).
334-4701

Yours very truly,

John N. Waterloo
John N. Waterloo
Right of Way Rep.,

31369

:
Enclosures

THE DETROIT EDISON COMPANY

May 16, 1972

CENTAUR CONTRACTORS INC.
61725 Eleven Mile Road
South Lyon, Michigan 48178

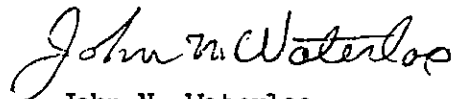
ATTN: MR. W.S. HUNGER

RE: COLONIAL ACRES COOPERATIVES PHASE I

Gentlemen:

We are enclosing herewith a fully executed copy of the agreement dated 24 April 1972 for the underground electric and communication services for the above named project.

Very truly yours,



John N. Waterloo
Real Estate and R/I Dept
1970 Orchard Lk Rd
Pontiac, Michigan 48053

31369

Send to: Stephen A. McNamee
226 G. O.

APARTMENT PROJECTS - UNDERGROUND SERVICE

1. Name of Project COLONIAL ACRES. PHASE # I
2. Name of Developer MR. PELKE.
- Address 61725 - ELEVEN MILE - SOUTH LYON - 48178
- Phone 437-1159
3. Description of Property (please attach description) ATTACHED
4. Primary or individual metering?
5. When is service wanted? 5-15-72
6. Will entire project be developed at one time? No
7. Single Phase YES NO 240 ? Three Phase _____?
8. Cable poles on property YES ?
9. Customer service cable No. ?
10. Do we furnish trenching? YES - MBT
11. Are easements all joint with Bell? YES
12. Do we need additional easement drawings from Bell? No
13. Bell Engineer D. WARREN Phone 663-9981
14. Sales Representative _____ Phone _____

Thanks
Boris Shohard
75-305

31369

CENTAUR CONTRACTORS, INC.



61725 Eleven Mile Road
~~2000 Oak KARAYETTE ST~~
SOUTH LYON, MICH. 48178
PHONE 437-1437

April 10, 1972

Mr. John Waterloo
c/o Detroit Edison
1970 Orchard Lake Road
Pontiac, Michigan 48053

Re: Easement for utilities
Colonial Acres Cooperatives Phase I, Inc.

Dear Mr. Waterloo:

This is to advise you that in preparing the necessary easements for the installation of utilities, you will require a deed of easement from Colonial Acres Development Company, a Michigan limited co-partnership, whose address is 61725 Eleven Mile Road, South Lyon, Michigan 48178.

The foregoing limited partnership is the holder in fee simple of all of the lands comprising some 52 acres, including the property upon which those present easements are to be installed, a description of which 10.496 acres, the subject of present easement rights, being as follows:

Property in the TOWNSHIP OF LYON, NOW CITY OF SOUTH LYON,
OAKLAND COUNTY, MICHIGAN, more particularly described as follows:

Part of the NORTHEAST 1/4 of SECTION 19, TOWN 1 NORTH,
RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN,
described as beginning at the EAST 1/4 corner of SECTION
19, TOWN 1 NORTH, RANGE 7 EAST; thence NORTH 0° 38' 41"
EAST 722.79 feet along the EAST line of SECTION 19 (centerline
of Pontiac Trail 66 feet wide); thence NORTH 89° 11' 14"
WEST 665.42 feet; thence due SOUTH 439.83 feet; thence NORTH
89° 26' 11" WEST 25 feet; thence due SOUTH 130.48 feet; thence
SOUTH 72° 30' 8" EAST 256.89 feet; thence due SOUTH 80.59 feet;
thence SOUTH 89° 26' 11" EAST 437.24 feet to the point of
beginning containing 10.496 acres more or less, reserved
therefrom the EAST 60 feet for road purposes

3/3/69

Mr. John Waterloo
Re: Easement
Page 2

April 10, 1972

You will also require a deed of easement from Colonial Acres Cooperatives Phase I, Inc., who occupies said property above described by virtue of a 99-year lease recorded in Liber 5837, Page 250, Register No. 25056. The address of the cooperative is also 61725 Eleven Mile Road, South Lyon, Michigan 48178.

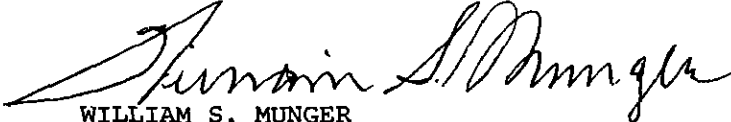
Both Mr. Pelky and myself are the general partners of Colonial Acres Development Company, the Michigan limited co-partnership, and special members, officers, and directors of the cooperative corporation.

If you have need of further information, please call Jim Pelky or myself at the following South Lyon telephone number:

437-1159

Yours very truly,

CENTAUR CONTRACTORS, INC.



WILLIAM S. MUNGER
WSM/jvw

Encs.

P.S. Enclosed herewith is Xerox copy of Lease and quit-claim deed for the 52 acres from Pelky and Munger to Colonial Acres Development Co.

WSM

RECEIVED

3/3/69

**Detroit
Edison**

Oakland Tower
30400 Telegraph Road
Birmingham, Michigan 48202
Phone 645-4378

February 7, 1978


Mr. William S. Munger
Centaur Contractors, Inc.
61725 Eleven Mile Road
South Lyon, Michigan 48178

Gentlemen:

Re: Colonial Acres Cooperatives, Phase I

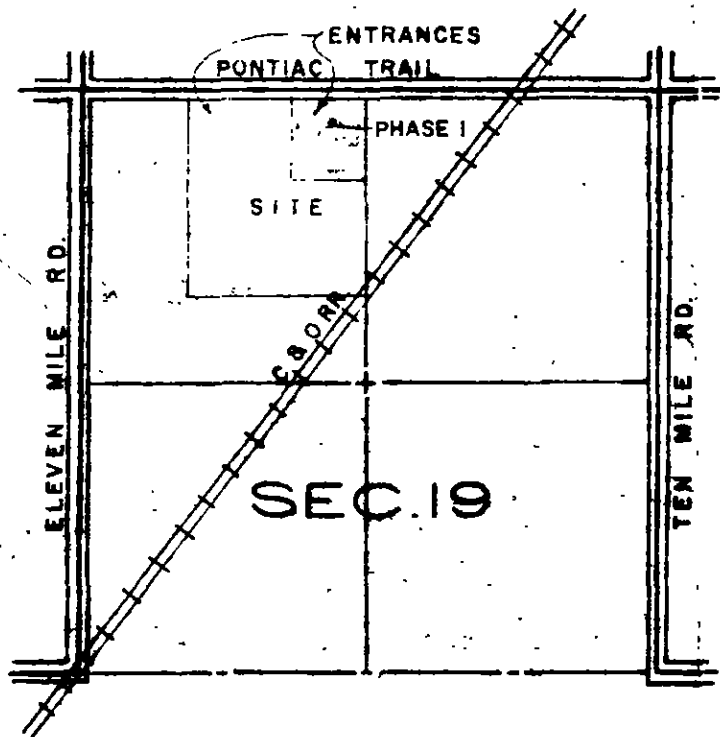
We are enclosing herewith a copy of the "as installed" Drawing No. Drawing No. U-63215 for the underground electric and communication services for the above named project.

Sincerely,


Omer V. Racine, Representative
Real Estate, Rights of Way & Claims

OVR/l
Enclosures

RECORDED RIGHT OF WAY NO. 31369



LOCATION MAP



LEGAL DESCRIPTION

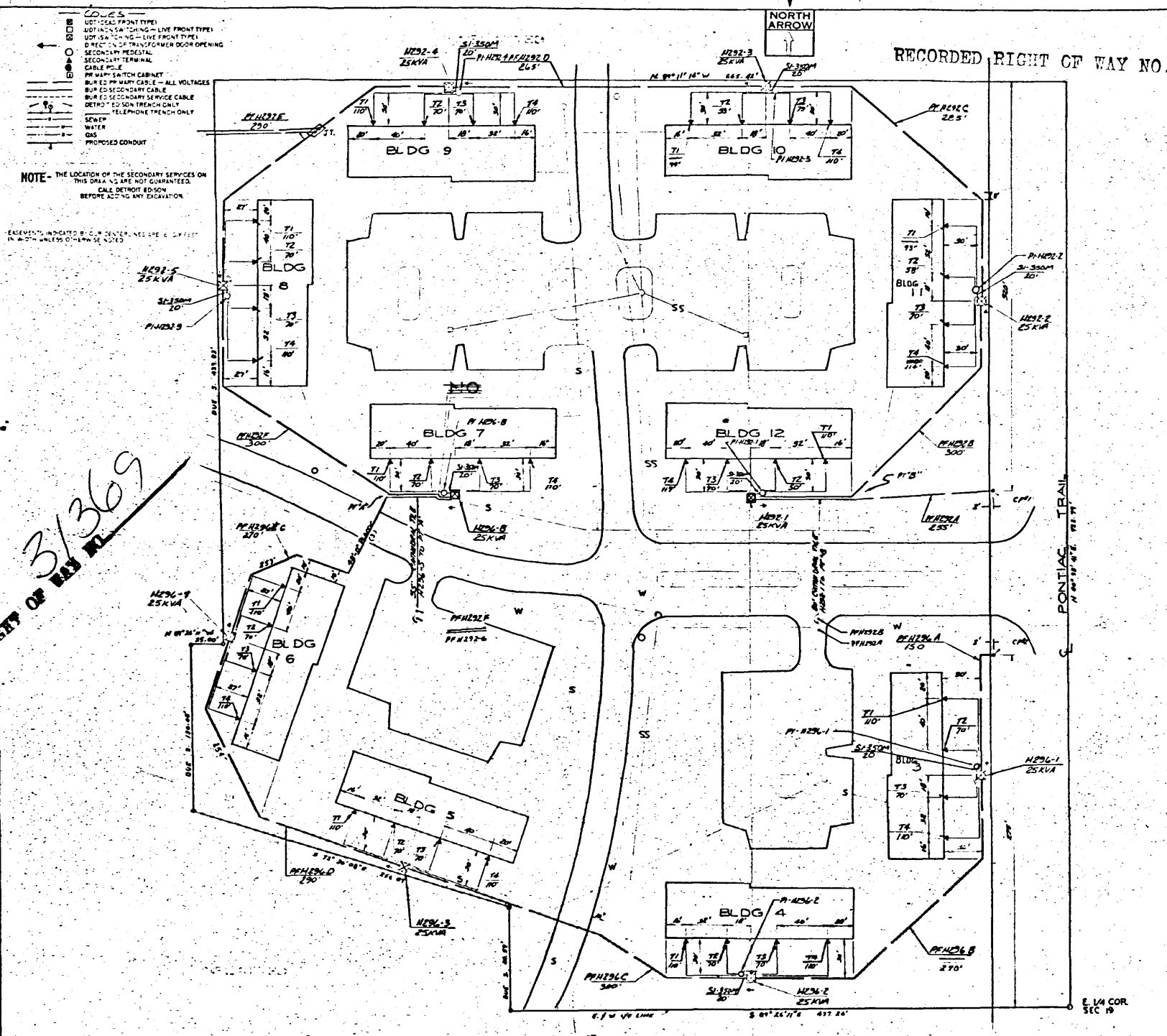
Phase I Colonial Acres, South Lyon, Michigan

Part of the N.E. $\frac{1}{4}$ of Section 19, T. 1N., R. 7E., Lyon Township, Oakland County, Michigan, described as beginning at the E. $\frac{1}{4}$ Corner of Section 19, T. 1N., R. 7E., thence N $00^{\circ} 38' 41''$ E 722.79 ft. along East line of Section 19 (Centerline of Pontiac Trail, 66 ft. wide); thence N $89^{\circ} 11' 14''$ W 665.42 ft.; thence Due South 439.83 ft.; thence N $89^{\circ} 26' 11''$ W.; 25.20 ft.; thence Due South 130.48 ft.; thence S $72^{\circ} 30' 08''$ E.; 256.89 ft.; thence Due South 80.59 ft.; thence S $89^{\circ} 26' 11''$ E.; 437.24 ft.; to the Point of Beginning containing 10.496 acres, more or less, reserving therefrom the East 60 ft. for road purposes.

RECORDED RIGHT OF WAY NO.

51869

RECORDED RIGHT OF WAY NO. 31369



RECORDED RIGHT OF WAY NO. 31369

GENERAL NOTES

TRENCHING BY M&T
 ALL TRENCH CABLE LENGTHS ARE APPROX.
 SEE U-1-2543 FOR TRENCH MAT DETAIL
 SEE U-1-2543 FOR LOCATION OF EQUIP. IN TRENCH
 SEE U-1-2543 FOR INSTALL. OF SERVICE
 ENTRANCE
 DETROIT CONTACT - 2 WOODWARD ST. DETROIT, MI 48226
 M&T CONTACT - 1 WOODWARD ST. DETROIT, MI 48226
 - SEE PLANS FOR STAKING

CONDUIT DATA

| CONDUIT | SIZE | DEPTH |
|----------|------|-------|
| PHN20-1 | 2" | 18" |
| PHN20-2 | 2" | 18" |
| PHN20-3 | 2" | 18" |
| PHN20-4 | 2" | 18" |
| PHN20-5 | 2" | 18" |
| PHN20-6 | 2" | 18" |
| PHN20-7 | 2" | 18" |
| PHN20-8 | 2" | 18" |
| PHN20-9 | 2" | 18" |
| PHN20-10 | 2" | 18" |
| PHN20-11 | 2" | 18" |
| PHN20-12 | 2" | 18" |
| PHN20-13 | 2" | 18" |
| PHN20-14 | 2" | 18" |
| PHN20-15 | 2" | 18" |
| PHN20-16 | 2" | 18" |
| PHN20-17 | 2" | 18" |
| PHN20-18 | 2" | 18" |
| PHN20-19 | 2" | 18" |
| PHN20-20 | 2" | 18" |
| PHN20-21 | 2" | 18" |
| PHN20-22 | 2" | 18" |
| PHN20-23 | 2" | 18" |
| PHN20-24 | 2" | 18" |
| PHN20-25 | 2" | 18" |

CABLE SUMMARY

PHN20-1 2" 18" 100' 255'

PHN20-2 2" 18" 100' 255'

PHN20-3 2" 18" 100' 255'

PHN20-4 2" 18" 100' 255'

PHN20-5 2" 18" 100' 255'

PHN20-6 2" 18" 100' 255'

PHN20-7 2" 18" 100' 255'

PHN20-8 2" 18" 100' 255'

PHN20-9 2" 18" 100' 255'

PHN20-10 2" 18" 100' 255'

PHN20-11 2" 18" 100' 255'

PHN20-12 2" 18" 100' 255'

PHN20-13 2" 18" 100' 255'

PHN20-14 2" 18" 100' 255'

PHN20-15 2" 18" 100' 255'

PHN20-16 2" 18" 100' 255'

PHN20-17 2" 18" 100' 255'

PHN20-18 2" 18" 100' 255'

PHN20-19 2" 18" 100' 255'

PHN20-20 2" 18" 100' 255'

PHN20-21 2" 18" 100' 255'

PHN20-22 2" 18" 100' 255'

PHN20-23 2" 18" 100' 255'

PHN20-24 2" 18" 100' 255'

PHN20-25 2" 18" 100' 255'

MANHOLE SUMMARY

| JOINT | NOT |
|-----------|------|
| DEAD ONLY | 1107 |
| PERM ONLY | 1107 |
| TOTAL | 2214 |

NOTICE

Location of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone M&T (313) 482-7171 or Detroit Edison (313) 482-7171 or 1-877-482-7171 before any excavation.

NOTICE

Location of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone M&T (313) 482-7171 or Detroit Edison (313) 482-7171 or 1-877-482-7171 before any excavation.

PERMITS REQUIRED

SEE U-63334
 COLONIAL ACRES (COOP STP)

| | | | |
|---|------------|---|--|
| AS INSTALLED IN FIELD | U-63334 | DATE: 11-12-77 | BY: J. J. JONES |
| COLONIAL ACRES APTS PH I PART OF THE NE 1/4 SEC 19 T.1N. R.7E. | | DIST. C.R. 5077 1/4 IN. 1/4 DATE: 11-12-77 | THE DETROIT EDISON COMPANY SERVICE PLANNING DEPARTMENT 112 |
| LYON TWP | OAKLAND CO | U-63215 | 1 of 1 SHEETS |