



WOODSIDE VILLAGE

PURCHASER INFORMATION BOOKLET

RECEIPT AND INSTRUCTION SHEET
WOODSIDE VILLAGE CONDOMINIUM

Dear Co-Owner:

At this time, we are furnishing you, or have previously furnished you with, the Woodside Village Condominium disclosure documents which include the Purchase Agreement, Recorded Master Deed, Condominium Buyer's Handbook, Disclosure Statement and all of the other documents as listed on "Exhibit A" attached hereto.

As provided in Section 84 and 84a of the Michigan Condominium Act, unless you waive the right of withdrawal, your purchase agreement will not become binding on you and you may withdraw from your purchase agreement without cause and without penalty before conveyance of the unit and within nine (9) business days after receipt of the following documents:

- (a) Recorded Master Deed.
- (b) Copy of the Purchase Agreement.
- (c) Condominium Buyer's Handbook.
- (d) Disclosure Statement.

"Business day" means a day of the year excluding a Saturday, Sunday or legal holiday. The calculation of the nine (9) business-day period will include the day on which the documents listed above are received if that day is a business day. During that time, you should be sure to carefully read the accompanying documents which control the operation of the condominium and are of extreme importance to you in understanding the nature of the interest which you are purchasing and your relationship with the Condominium Project, its Co-owners and the Developer.

The signature of the purchaser upon this Receipt and Instruction Sheet is prima facie evidence that the documents listed on Exhibit A attached hereto were received and understood by the Purchaser.

Very truly yours,

WOODSIDE VILLAGE CONDOMINIUM

By: 

Milton P. Rotenberg

Authorized Representative
of the Developers

Receipt of described documents acknowledged:

By: _____

(If more than one purchaser, all must sign)

Unit No. 96 Dated: June 15, 1987

EXHIBIT A

**DOCUMENTS FURNISHED WITH
RECEIPT AND INSTRUCTION SHEET**

Master Deed

Condominium Bylaws

Condominium Subdivision Plan

First Amendment to Master Deed

Second Amendment to Master Deed

Third Amendment to Master Deed

Fourth Amendment to Master Deed

Fifth Amendment to Master Deed

Disclosure Statement

Escrow Agreement

Limited Warranty

Condominium Buyer's Handbook

LI 25310 PA 443

91153842

91153842

MASTER DEED

WOODSIDE VILLAGE CONDOMINIUM

FOR ALL THE PUBLIC
REGISTERED DEEDS
WANT COUNTY, MI

91 SEP -5 PM 1:28

27

248K

EXAMINED AND APPROVED
DATE SEP 4, 1991
BY SLP
DANIEL P. LANE, AS
DIAT ENGINEER

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I TITLE AND NATURE	1
ARTICLE II LEGAL DESCRIPTION	2
ARTICLE III DEFINITIONS	3
Section 3.1 Act	3
Section 3.2 Association	3
Section 3.3 Association Bylaws	3
Section 3.4 Common Elements	3
Section 3.5 Condominium Bylaws	3
Section 3.6 Condominium Documents	4
Section 3.7 Condominium Project, Condominium Or Project	4
Section 3.8 Condominium Subdivision Plan	4
Section 3.9 Consolidating Master Deed	4
Section 3.10 Co-Owner Or Owner	4
Section 3.11 Declaration	4
Section 3.12 Developer	5
Section 3.13 Development And Sales Period	5
Section 3.14 First Annual Meeting	5
Section 3.15 Phase II Property	5
Section 3.16 Transitional Control Date	5
Section 3.17 Unit, Units Or Condominium Unit	5
ARTICLE IV COMMON ELEMENTS	6
Section 4.1 General Common Elements	6
Section 4.2 Limited Common Elements	7
Section 4.3 Responsibilities	7
Section 4.4 Use Of Units And Common Elements	9
Section 4.5 Utility Systems And Roads	9
Section 4.6 Township's Right To Cure Deficiencies In Maintenance, Repair And Replacement	9
Section 4.7 Co-Owner Negligence Or Fault	10
Section 4.8 Notice To Association Of Issuance Of A Certificate Of Occupancy	10
ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE	10
Section 5.1 Description Of Units	10
Section 5.2 Percentage Of Value	10
ARTICLE VI CONSOLIDATION, MODIFICATION OF UNITS, LIMITED COMMON ELEMENTS	11

ARTICLE VII	EXPANSION OF CONDOMINIUM	13
Section 7.1	Area Of Future Development	13
Section 7.2	Increase In Number Of Units	14
Section 7.3	Expansion Not Mandatory	14
Section 7.4	Consent Of Interested Parties	14
 ARTICLE VIII	 CONTRACTION OF CONDOMINIUM	 15
Section 8.1	Right To Contract	15
Section 8.2	Withdrawal Of Land	15
Section 8.3	Creation Of Easements	15
Section 8.4	Amendment Of Master Deed	15
Section 8.5	Redefinition Of Common Elements	15
Section 8.6	Consent Of Interested Parties	16
 ARTICLE IX	 EASEMENTS AND RIGHT TO DEDICATE ROAD AND/OR UTILITIES	 16
Section 9.1	Easement For Utilities And Maintenance Of Encroachments	16
Section 9.2	Easements Retained By Developer	16
Section 9.3	Grant Of Easements By Association	18
Section 9.4	Easements For Maintenance, Repair And Replacement	18
Section 9.5	Telecommunications Agreements	19
Section 9.6	Landscaping Easements	20
Section 9.7	Other Community Easements	20
Section 9.8	Reciprocal Easements, Covenants And Restrictions	20
Section 9.9	Conveyance To Association	20
 ARTICLE X	 AMENDMENT	 20
Section 10.1	Modification Of Units Or Common Elements	20
Section 10.2	By Developer	21
Section 10.3	Change In Percentage Of Value	21
Section 10.4	Developer Approval	21
Section 10.5	Termination, Vacation, Revocation, Abandonment	21
Section 10.6	Mortgagee Consent	21
Section 10.7	No Amendment	21
 ARTICLE XI	 OPERATIVE PROVISIONS	 22
Section 11.1	Amendment Of Master Deed And Modification Of Percentage Of Value	22
Section 11.2	Redefinition Of Common Elements	22
Section 11.3	Consents Of Interested Persons	22
Section 11.4	Consolidating Master Deed	22

	<u>PAGE</u>
ARTICLE XI DEVELOPER'S RIGHT TO USE FACILITIES	23
ARTICLE XII ASSIGNMENT	23
EXHIBIT "A" CONDOMINIUM BYLAWS	
EXHIBIT "B" CONDOMINIUM SUBDIVISION PLAN	

MASTER DEED

WOODSIDE VILLAGE CONDOMINIUM

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

THIS MASTER DEED is made and executed on this 28th day of August, 1991, by WOODSIDE ASSOCIATES, a Michigan co-partnership, hereinafter referred to as the "Developer," whose office is situated at 1400 Woodward Avenue, Suite 105, Bloomfield Hills, Michigan 48304, in pursuance of the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act").

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish WOODSIDE VILLAGE CONDOMINIUM as a Condominium Project under the Act and does declare that WOODSIDE VILLAGE CONDOMINIUM (the "Condominium," "Project" or "Condominium Project") shall, after its establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act and other applicable laws, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Project (defined below), their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as WOODSIDE VILLAGE CONDOMINIUM, Wayne County Condominium Subdivision Plan No. 302. The Condominium Project is established in accordance with the Act. The Condominium Project shall consist of a maximum of 150 Units, 90 of which shall be detached building sites and the remainder of which may be detached building sites, detached single unit buildings or multi-unit buildings, each of which is intended for separate ownership and use and shall be known as a Unit (as further defined below). The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each Unit is established for residential purposes only and is capable of individual utilization on account of having its own entrance from and exit to a Common Element (defined below) of the Condominium Project. The Developer is under no obligation to

construct any residence or other improvements upon any Unit, except as set forth herein. All residences and improvements to be constructed upon a Unit shall comply with the Developer's Architectural and Building Specifications and Use Restrictions set forth in detail in Article VI of the Condominium Bylaws, attached hereto as Exhibit "A." Each Co-owner in the Condominium Project shall have an exclusive right to his or its Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is situated in the Township of Northville, County of Wayne, State of Michigan and is particularly described as follows:

2.1 The following described land:

Part of Section 13, T.1S, R.8E, Northville Township, Wayne County, Michigan, being described as: Commencing at the East 1/4 corner of said Section 13; thence N. 00° 12' 47" E., 264.04 feet along the Easterly line of said Section 13; thence N. 88° 07' 27" W., 325.58 feet; thence N. 87° 29' 56" W., 259.14 feet; thence S. 02° 30' 56" W., 207.30 feet; thence N. 87° 43' 36" W., 169.83 feet; thence S. 02° 35' 52" W., 146.55 feet; thence S. 86° 43' 01" E., 169.39 feet to a point on the Westerly right-of-way line of Haggerty Road; thence along the Westerly right-of-way line of Haggerty Road, S. 30° 02' 59" W., 202.33 feet to the point of beginning; thence continuing along said Westerly right-of-way line, S. 30° 02' 59" W., 876.39 feet; thence S. 88° 39' 38" W., 1463.42 feet; thence N. 00° 23' 56" W., 294.31 feet; thence S. 89° 36' 41" W., 528.87 feet; thence N. 00° 29' 37" W., 889.03 feet to a point on the East-West 1/4 line of said Section 13; thence N. 40° 31' 58" E., 10.44 feet; thence 61.45 feet along the arc of a curve to the left (radius 80.00 feet, central angle 44° 00' 49", chord bearing S. 71° 28' 26" E., chord 59.95 feet); thence S. 03° 28' 51" E., 102.20 feet; thence N. 77° 49' 04" E., 171.23 feet; thence S. 39° 33' 42" E., 138.04 feet; thence S. 28° 30' 38" E., 98.41 feet; thence S. 42° 48' 31" E., 136.37 feet; thence N. 16° 32' 56" E., 23.81 feet; thence N. 29° 28' 53" E., 123.12 feet; thence N. 38° 02' 29" E., 27.01 feet; thence N. 47° 25' 51" E., 84.39 feet; thence N. 36° 24' 15" E., 47.98 feet; thence N. 59° 50' 56" E., 125.41 feet; thence N. 80° 49' 30" E., 224.46 feet; thence N. 88° 50' 19" E., 209.77 feet; thence S. 78° 17' 05" E., 105.79 feet; thence N. 29° 47' 02" E., 73.33 feet; thence S. 60° 12' 58" E., 152.75 feet; thence S. 64° 54' 51" E., 27.72 feet; thence S. 54° 05' 48" E., 202.56 feet; thence S. 35° 54' 12" W., 50.70 feet; thence S. 50° 50' 45" E., 78.95 feet; thence S. 70° 30' 06" E., 79.96 feet; thence S. 89° 38' 51" E., 86.59 feet;

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

No. 39 Wayne County Treasurer
Date 9-5-91 Clerk [Signature]

thence N. 78° 42' 32" E., 88.27 feet; thence N. 70° 43' 16" E., 239.09 feet; thence S. 79° 11' 21" E., 122.91 feet; thence S. 37° 35' 43" E., 131.18 feet; thence S. 59° 57' 01" E., 107.50 feet to the point of beginning. Containing 2,132,010 square feet or 48.944 acres.

Together with and subject to: (a) all easements and restrictions of record and all governmental limitations, and (b) a Planned Residential Unit Development Agreement dated May 15, 1990 recorded at Liber 24810, Page 793, Wayne County Records, as the same may be amended from time to time and further subject to the rights of the public in any public right-of-way.

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 including but not limited to, the Articles of Incorporation and Bylaws and rules and regulations of the Woodside Village Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Condominium Project. Wherever used in these documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

3.2 Association. "Association" means Woodside Village Condominium Association, the non-profit corporation organized under Michigan law of which all Co-owners (other than residential contractors or builders who purchase for resale) shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents (defined below) or the laws of the State of Michigan.

3.3 Association Bylaws. "Association Bylaws" means the corporate bylaws of the Association as distinguished from the Condominium Bylaws.

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

3.5 Condominium Bylaws. "Condominium Bylaws" means "Exhibit A" hereto, as may be amended from time to time in accordance herewith, being the bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of this Master Deed.

3.6 Condominium Documents. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto and the Articles of Incorporation, Association Bylaws and rules and regulations, if any, of the Association, as these documents may be amended from time to time.

3.7 Condominium Project, Condominium Or Project. "Condominium Project," "Condominium" or "Project" means WOODSIDE VILLAGE CONDOMINIUM as a condominium project established in conformity with the provisions of the Act and includes the land described in Article II, above, and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances now or hereafter belonging to WOODSIDE VILLAGE CONDOMINIUM.

3.8 Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

3.9 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe the Condominium Project as completed, and shall reflect the entire land area in the Condominium that may be added to the Condominium or which may result from withdrawals from the Condominium from time to time under Articles VII and VIII hereof, and all Units (but not the structures and improvements thereon) and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. The Consolidating Master Deed, when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are established in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit "B" to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Wayne County Register of Deeds confirming that the Units (but not the structures thereon) and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

3.10 Co-owner Or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns in fee simple, or is a vendee purchasing pursuant to land contract, one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

3.11 Declaration. "Declaration" means the Declaration of Reciprocal Easements, Covenants and Restrictions with respect to the Phase II Property which will establish certain relationships between the Condominium Project and the Phase II Property which the Developer of the Condominium reserves the right to enter into with the owners of the Phase II Property subsequent to the establishment of the Condominium on terms and conditions acceptable to Developer as determined in its sole discretion.

3.12 Developer. "Developer" means WOODSIDE ASSOCIATES, a Michigan co-partnership, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever these terms are used in the Condominium Documents.

3.13 Development And Sales Period. "Development and Sales Period" for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of this Master Deed and continuing for so long as (i) the Developer owns (including ownership while the Developer is a land contract vendor or optionor) any Units which it offers for sale or (ii) the Developer continues to develop, has the right to develop or proposes to develop additional Units, whichever is longer.

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

3.15 Phase II Property. The land north of the Condominium Project constituting the "Area of Future Development" as provided in Article VII hereof.

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

3.17 Unit, Units Or Condominium Unit. "Unit," "Units" or "Condominium Unit" each mean the space constituting a single complete residential unit in the Condominium Project, as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" defined in the Act. Unless otherwise stated, a Unit shall not include any residence or other improvements constructed by or on behalf of the Co-Owner within the perimeter of the Unit. All structures and improvements now or hereafter located within the boundaries of a Unit, including utility service leads and lines (to the extent not owned by the utility or the company providing services), but excluding utility mains and storm sewer, sanitary sewer and water main lines, shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units.

Whenever any reference herein is made to one gender, that reference 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 that reference would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

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

4.1 General Common Elements.

- A. Land. The land and beneficial easements described in Article II hereof, other than that portion thereof identified as Units or Limited Common Elements.
- B. Roads. All roadways, drives and parking areas within the Project, except roadways, drives and parking areas located within the Units.
- C. Electrical. The electrical transmission service, including primary and secondary service lines intended to service residences constructed within the Units up to the point of lateral service connection for each Unit.
- D. Telephone. The telephone wiring network throughout the Project up to the point of lateral service connection for each Unit in the Project.
- E. Gas. The gas line network throughout the Project up to the point of lateral service connection for each Unit.
- F. Sanitary Sewer. The sanitary sewer network throughout the Project up to the point of lateral service connection for each Unit.
- G. Storm Sewers. The storm sewer network (including retention and detention ponds) throughout the Project and the easements within which the same are located throughout the Project.
- H. Water. The water distribution system throughout the Project up to the point of lateral service connection for each Unit and the irrigation system, if any, for the common areas.
- I. Telecommunications. The telecommunications and cable television systems, if and when they may be installed, up to the point of lateral service connection for each Unit.
- J. Site Lighting. The site lighting, including all wiring, fixtures, posts and meters throughout the Project, if any, except any lighting within the Units.
- K. Landscaping. All landscaping, berms, trees, plantings and signage for the Project within the Condominium

Project, except any landscaping, trees and plantings within the Units.

- L. Utilities. Notwithstanding the foregoing to the contrary, to the extent that some or all of the utility, telecommunications and cable television systems and lines, including mains and equipment described above, may be owned by the local public authority or by a company that is providing the service, such utility, telecommunications and cable television mains, lines and systems shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, telephone, electric and natural gas mains are installed within reasonable proximity to the Units.
- M. Units 89 And 90. In the event the Developer conveys legal title to Units 89 and 90 to the Association as provided for Article IX hereof, then Units 89 and 90 shall be General Common Elements.
- N. Other. Such other elements of the Project not herein designated as General Common Elements or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

4.2 Limited Common Elements. The 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. As of this date, there are no Limited Common Elements.

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

A. Co-owner Responsibilities.

- (i) Units. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit "B" hereto together with various structures appurtenant to such dwellings. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any dwelling and structure appurtenant to each dwelling shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the improvements within Units, to the extent visible from any other Unit or

Common Element in the Project, shall be subject at all times to the reasonable esthetic and maintenance standards prescribed by the Association in the Bylaws and in duly adopted rules and regulations. To the extent that any woodlands or wetlands easements or retention or detention area easements lie within Units, no one other than the Co-owner of the Unit shall be permitted to use and occupy such easement areas except that duly authorized representatives of the Association shall be permitted access in fulfillment of requirements imposed upon the Association by law for purposes of maintaining such easement areas.

(ii) Utility Services. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by laterals from the mains to any structures or fixtures located within the Units. All costs of electricity, water, sanitary sewer, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which those services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that expenses are borne by a utility company or a public authority, and the Association shall have no responsibility therefor.

(iii) Lawn Maintenance. The cost of maintenance, repair and replacement of each individual lawn and all landscaping within a Unit shall be borne by the Co-owner of the Unit of which such lawn is a part.

B. Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Condominium Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to dwellings and their appurtenant structures or any other improvements located within the Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries and their appurtenant Limited Common Elements, if any, as it may deem appropriate and as 66 2/3% the Co-owners may agree (including, without

limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Condominium Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of any services and reasonable rules and regulations may be promulgated in connection therewith.

4.4 Use Of Units And Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or its Unit or the Common Elements. No Common Element shall be the subject of any action for partition unless the Project is terminated.

4.5 Utility Systems And Roads. In the event that, in the future, it shall be required by a public authority or public authorities or by a majority of Co-owners to install additional or extended public sewer and/or public water mains to serve the Units in the Condominium, then the collective costs assessable to the Condominium Project as a whole of installing any such additional or extended mains shall be borne equally by all Co-owners. Notwithstanding anything to the contrary contained herein, upon approval by an affirmative vote of not less than 70% of all Co-owners, the Association shall have the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium.

In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of 1978 PA 59, as amended (MCL 559.231).

4.6 Township's Right To Cure Deficiencies In Maintenance, Repair And Replacement. In the event the Association fails to provide adequate maintenance, repair or replacement of the common lands, wooded areas, passive recreation areas and roadways of the Project, the Township of Northville may serve written notice of such failure upon the Association. Such notice shall set forth the deficiencies demanded by the Township to be cured and state a reasonable period of time within which such deficiencies are to be cured which shall not be less than 20 days. If such deficiencies are not cured or satisfied if capable of cure within the cure period, or if not capable of cure within the cure period if the Association does not commence the cure within the cure period and complete such cure with due diligence, the Township may undertake such maintenance, repair or replacement and the cost thereof may be assessed against the Association and, if not paid, against the Co-owners equally, in the same manner as assessments are levied by the Association on its members. If such assessments are not paid, they shall become a lien on the Unit(s) of the members who fail to pay.

4.7 Co-Owner Negligence Or Fault. If the Association determines, in its sole discretion, that maintenance, repair, decoration or replacement is required as a result of the failure of a Co-owner to perform his or her responsibility as set forth in Section 4.3A above, or as a result of the negligence, fault or improper conduct of a Co-owner, the Association may perform the required work. The cost of any such maintenance, repair, decoration or replacement performed by the Association shall be the responsibility of the Co-owner and shall be added to, and paid in full along with and as part of, his next monthly Association assessment. Failure of the Co-owner to pay the charges incurred by the Association shall entitle the Association to proceed with all remedies set forth in Articles II, X and XI of the Condominium Bylaws.

4.8 Notice To Association Of Issuance Of A Certificate Of Occupancy. Each Co-owner shall notify the Developer and the Association in writing within three days after receipt of a temporary certificate of occupancy of (a) the receipt of the temporary certificate of occupancy, (b) the proposed location and date of closing, if applicable, (c) the projected date of occupancy, and (d) the names of all persons who will live in the residence.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description Of Units. Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision Plan of WOODSIDE VILLAGE CONDOMINIUM as prepared by Nowak and Fraus, Civil Engineers, and attached hereto as Exhibit "B." Each Unit shall consist of the space located within the Unit boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Developer or, upon assignment, the Association shall have the right, in its sole discretion, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article IX below.

5.2 Percentage Of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The resulting percentages shall total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of the administration and the value of each Co-owner's vote at meetings of the Association. The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the Co-owners expressed in an amendment to this Master Deed, fully approved and recorded, except as provided in Article VI hereof, and except as expressly provided below with regard to Units 89 and 90.

Notwithstanding anything to the contrary set forth herein, the calculation of Percentages of Value and the allocation of various responsibilities

and ownership rights shall be on the basis of 88 Units even though the Condominium Subdivision Plan shows that the Condominium consists of 90 Units since Units 89 and 90 are unbuildable due to wetlands restrictions. Moreover, the Developer shall have the option to convey legal title to Units 89 and 90 to the Association in which event those Units shall become part to the General Common Elements. If, in the future, such Units become buildable due to a change in applicable governmental regulations then, and in that event, prospective adjustments to the Percentages of Value will be made to include 90 units in all relevant calculations hereunder it being understood, however, that the Percentages of Value shall always remain equal.

ARTICLE VI

CONSOLIDATION, MODIFICATION OF UNITS, LIMITED COMMON ELEMENTS

Notwithstanding any other provision of this Master Deed or the Condominium Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article; any changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

A. By Developer. The Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

- (i) Consolidate Units; Relocate Boundaries. The Developer shall have the right, subject to applicable governmental authority, to consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (ii) Amend To Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to the Developer above, each portion of the Unit or Units resulting from the consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from the

amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of the Developer. These readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any amendment or amendments to this Master Deed shall also contain any further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. 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 an amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which the Developer or its successors may determine necessary in conjunction with the amendment or amendments. All interested persons irrevocably appoint the Developer or its successors as agent and attorney-in-fact for the purpose of execution of any amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

- B. By Co-owners. Subject to applicable governmental approval, Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association in accordance with Section 48 of the Act. Upon receipt of the request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to this Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of resulting amendments. Any relocation or elimination of boundaries shall not become effective, however, until the amendment to this Master Deed has been recorded in the office of the Wayne County Register of Deeds and until all applicable governmental approvals have been obtained.

- C. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article VI.

ARTICLE VII

EXPANSION OF CONDOMINIUM

7.1 Area Of Future Development. The Condominium Project established pursuant to the Master Deed of WOODSIDE VILLAGE CONDOMINIUM and consisting of 90 Units is intended to be the first stage of an Expandable and/or Contractable Condominium under the Act to contain in its entirety a maximum of 150 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land (the "Area of Future Development"):

Part of Section 13, T.1S, R.8E, Northville Township, Wayne County, Michigan, being described as: Commencing at the East 1/4 corner of said Section 13; thence N. 00° 12' 47" E., 264.04 feet along the Easterly line of said Section 13; thence N. 88° 07' 27" W., 325.58 feet; thence N. 87° 29' 56" W., 259.14 feet to the point of beginning; thence S. 02° 30' 56" W., 207.30 feet; thence N. 87° 43' 36" W., 169.83 feet; thence S. 02° 35' 52" W., 146.55 feet; thence S. 86° 43' 01" E., 169.39 feet; thence along the Westerly right-of-way line of Haggerty Road; S. 30° 02' 59" W., 202.33 feet; thence N. 59° 57' 01" W., 107.50 feet; thence N. 37° 35' 43" W., 131.18 feet; thence N. 79° 11' 21" W., 122.91 feet; thence S. 70° 43' 16" W., 239.09 feet; thence S. 78° 42' 32" W., 88.27 feet; thence N. 89° 38' 51" W., 86.59 feet; thence N. 70° 30' 06" W., 79.96 feet; thence N. 50° 50' 45" W., 78.95 feet; thence N. 35° 54' 12" E., 50.70 feet; thence N. 54° 05' 48" W., 202.56 feet; thence N. 64° 54' 51" W., 27.72 feet; thence N. 60° 12' 58" W., 152.75 feet; thence S. 29° 47' 02" W., 73.33 feet; thence N. 78° 17' 05" W., 105.79 feet; thence S. 88° 50' 19" W., 209.77 feet; thence S. 80° 49' 30" W., 224.46 feet; thence S. 59° 50' 56" W., 125.41 feet; thence S. 36° 24' 15" W., 47.98 feet; thence S. 47° 25' 51" W., 84.39 feet; thence S. 38° 02' 29" W., 27.01 feet; thence S. 29° 28' 53" W., 123.12 feet; thence S. 16° 32' 56" W., 23.81 feet; thence N. 42° 48' 31" W., 136.37 feet; thence N. 28° 30' 38" W., 98.41 feet; thence N. 39° 33' 42" W., 138.04 feet; thence S. 77° 49' 04" W., 171.23 feet; thence N. 03° 28' 51" W., 102.20 feet; thence 61.45 feet along the arc of a curve to the right (radius 80.00 feet, central angle 44° 00' 49", chord bearing N. 71° 28' 26" W., chord 59.95 feet); thence S. 40° 31' 58" W., 10.44 feet to a point on the East-West 1/4 line of said Section 13; thence along said East-West 1/4 line of Section 13 T.1S, R.8E, N.87° 15' 13" W., 130.19 feet; thence N. 00° 12' 19" E., 255.83 feet; thence S. 87° 29' 56" E., 2689.78 feet to the point of beginning. Containing 931,956 square feet or 21.395 acres.

Together with and subject to: (a) all easements and restrictions of record and all governmental limitations, including but not limited to a certain Declaration of Reciprocal Easements, Covenants and Restrictions with respect to the Phase II Property (defined below); (b) a Planned Residential Unit Development Agreement dated May 15, 1990 recorded at Liber 24810, Page 793, Wayne County Records and further subject to the rights of the public in any public right-of-way.

7.2 Increase In Number Of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the Area of Future Development. No Unit included in this Condominium shall be created within the Area of Future Development that is not restricted exclusively to residential use.

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

7.4 Consent Of Interested Parties. 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 Developer to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII

CONTRACTION OF CONDOMINIUM

8.1 Right To Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 90 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land in the Condominium other than that constituting Units 1 through 48 and any portion of the roadways immediately adjacent to such Units. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 48.

8.2 Withdrawal Of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II as is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of residential development.

8.3 Creation Of Easements. In the event of any such contraction, the Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II, or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress or egress to and from all or any portion of the Condominium Project as so contracted. Likewise, to the extent that any General Common Elements are withdrawn from the Condominium, the Developer shall cause any necessary, non-exclusive easements to be created over such withdrawn General Common Elements for the benefit of the Units which remain in the Condominium Project.

8.4 Amendment Of Master Deed. Any contraction in size of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. Such readjustment, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

8.5 Redefinition Of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately

describe, save and provide access to the Units in the Condominium Project as so contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements 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 which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways and sidewalks located in the Project.

8.6 Consent Of Interested Parties. 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 Developer to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE IX

EASEMENTS AND RIGHT TO DEDICATE ROAD AND/OR UTILITIES

9.1 Easement For Utilities And Maintenance Of Encroachments. There shall be easements to, through and over the land in the Condominium (including all Units) for the continuing maintenance, repair, replacement and enlargement of any utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. In the event any portion of structure located within a Unit encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of any encroachment for so long as the encroachment exists, and for maintenance thereof after rebuilding in the event of destruction.

9.2 Easements Retained By Developer.

- A. Roadway Easements.** Developer hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land which may be added to the Project as described in Article VII or any portion or portions thereof perpetual easements for access to and utilization of the roadways within the Condominium Project. In the event Developer, its successors or assigns, utilizes and/or connects with the roadways located within the Condominium Project for the benefit of other land, the Developer shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Project to its state immediately prior to such utilization

or connection. All expenses of maintenance, repair and replacement of any roadways referred to in this subsection shall be shared by this Condominium and any developed portions of the lands described in Article VII which are served by such roadways. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the numerator plus all other Units established on the land described in Article VII which benefit from such roadways. The Developer reserves the right at any time prior to two years after the expiration of the Development and Sales Period, and the Association shall have the right thereafter, to dedicate to the public any right-of-way as may be required by the local public authority. Any right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

- B. Utility Easements. Developer hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land which may be added to the Project as described in Article VII or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Project, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and storm water retention and detention areas. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Project to its state immediately prior to such utilization, tapping, tying in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VII which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a

fraction, the numerator of which is the number of dwelling units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling units in the land described in Article VII who benefit from such mains. Provided, however, that the foregoing expenses are to paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by individual Co-owners to the extent such leads are located on the Condominium and by the owner or owners of the land described in Article VII upon which are located the dwellings which such lead or leads service.

The Developer reserves, for the benefit of itself and its successors and assigns, the right at any time prior to the two years after the expiration of the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any easements or transfers of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time-to-time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

9.3 Grant Of Easements By Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant any easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium or with respect to easements across other land benefitting the Condominium Project for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted or burdened thereby.

9.4 Easements For Maintenance, Repair And Replacement. The Developer, the Association and all public or private utilities shall have any easements as may be necessary over the Condominium Project, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the condominium. While it is intended that each

Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit and its appurtenant Limited Common Elements, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the residence and all other appurtenances and improvements constructed or located within his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in Condominium Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed or the Condominium Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, if any, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be paid in full along with and as part of his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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

9.6 Landscaping Easements. Easements are hereby reserved over the area in each Unit in the Condominium not constituting part of the building envelope as depicted on the Condominium Subdivision Plan for the benefit of the Association and the Developer for the purpose of preserving, planting, transplanting and removing trees.

9.7 Other Community Easements. The Developer or the Association shall have the right to grant such further easements, including without limitation, easements for use of paths established for walking, hiking, jogging, cycling and for access purposes for all of the foregoing over or with respect to General Common Elements of the Condominium as may be necessary or desirable in furtherance of development, community usage, coordinated maintenance and operation of the Condominium. The Developer hereby specifically reserves the right to establish permanent easements over to be designated portions of Units 1, 88, 48 and 49 in order to locate monument signs, landscaping and other permanent identification for the Condominium, which easement areas will be maintained by the Association.

9.8 Reciprocal Easements, Covenants And Restrictions. This Master Deed is subject to the Planned Residential Unit Development Agreement, as may be amended from time to time, referred to in Article II hereof. Similarly, this Master Deed will be subject to the Declaration of Reciprocal Easements, Covenants and Restrictions described in Section 3.12 hereof. Developer expressly reserves the right to enter into such Declaration of Reciprocal Easements, Covenants and Restrictions with the owners of certain adjoining land on terms and conditions acceptable to it in its sole discretion without the consent of Co-Owners, builders or residential contractors or mortgagees. Further, Developer expressly confirms the reservation of rights in creation of obligations as either are, or will be, set forth in those documents.

9.9 Conveyance To Association. The Developer shall have the right to convey to the Association legal title to Units 89 and 90, which Units are presently unbuildable due to wetlands restrictions. In the event the Developer, in its sole discretion, elects to convey Units 89 and 90 to the Association, then those Units shall become part of the General Common Elements and the Association shall be responsible for maintenance, repair, and replacement for Units 89 and 90 including, but not limited to lawn mowing, snow removal and tree trimming and all costs for such maintenance, repair and replacement shall be borne by the Association and collected in accordance with the assessment procedures established under Article II of the Condominium Bylaws.

ARTICLE X

AMENDMENT

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

10.1 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 the Unit to be modified nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement of any Common Elements be modified without the written consent

of the Co-owner and mortgagee of any Unit to which the Limited Common Elements are appurtenant or serve, except as otherwise expressly provided to the contrary in other portions of this Master Deed, the Condominium Bylaws and/or other Condominium Documents.

10.2 By Developer. Prior to two years after the expiration of the Development and Sales Period, the Developer may (without the consent of any Co-owner or any other person) amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in any documents and to make any other amendments to the Master Deed and to the Condominium Bylaws attached hereto as Exhibit "A" and other Condominium Documents as do not materially affect any rights of any Co-owner or mortgagee in the Project including, without limitation, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Governmental National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

10.3 Change In Percentage Of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against any Co-owner shall not be modified without the written consent of the affected Co-owner and his mortgagee nor shall the percentage of value assigned to that Unit be modified without like consent, except as otherwise provided in Articles V and VI hereof.

10.4 Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

10.5 Termination, Vacation, Revocation, Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned (except as provided in Article VIII) without the written consent of 95% of all non-Developer Co-owners and all first mortgagees of record allocating one vote for each mortgage held.

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

10.7 No Amendment. Notwithstanding anything to the contrary contained herein, neither the Developer nor the Association shall, without the prior written consent of the Township of Northville, amend any provision of the Condominium Documents which amendment shall have the effect of negating, reducing or impairing the right of the Township of Northville to repair, maintain or replace any deficient Common Elements pursuant to terms contained in (i) the Planned Residential Unit Development Agreement described in Article II or (ii) the Condominium Documents.

ARTICLE XI

OPERATIVE PROVISIONS

11.1 Amendment Of Master Deed And Modification Of Percentage Of Value. Any change in size of the Condominium Project pursuant to Articles VII or VIII shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V, above, shall be proportionately adjusted or readjusted in order to preserve a total value of 100% for the entire Project resulting from any amendment or amendments to this Master Deed. The precise determination of the adjustments or readjustments in percentages of value shall be within the sole judgment of the Developer. The adjustments or readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

11.2 Redefinition Of Common Elements. The amendment or amendments to this Master Deed shall also contain any further definitions and redefinitions of Common Elements as may be necessary to adequately describe, provide access to and service the additional phase being added to the Project by the amendment. In connection with any amendment or 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.

11.3 Consents 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 any amendment or amendments of this Master Deed as may be proposed by Developer to effectuate the purposes of Articles VII and VIII and to any proportionate reallocation of percentages of value of existing Units which the Developer or its successors may determine necessary in conjunction with any amendment or amendments or as is set forth in Section 5.2 hereof. All interested persons irrevocably appoint the Developer, or its successors, their agent and attorney-in-fact for the purpose of execution of any amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

11.4 Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally completed as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. In the event the Units and Common Elements in the Condominium are established in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit "B" to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Wayne County Register of Deeds confirming that

the Units (but not the structures thereon) and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

ARTICLE XII

DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents and employees may maintain such offices, reasonable parking, storage areas and other facilities on the premises of WOODSIDE VILLAGE CONDOMINIUM as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of WOODSIDE VILLAGE CONDOMINIUM. Developer shall pay the cost related to such use and restore the facilities to habitable status upon termination of such use.

ARTICLE XIII

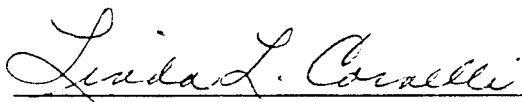
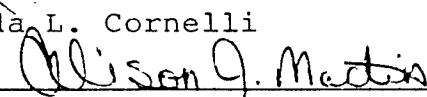
ASSIGNMENT

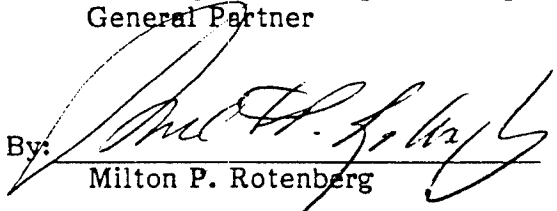
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use of proposed action or any other matter or thing, may be assigned by it to any other person or entity or to the Association. Any assignment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

WITNESSES:

WOODSIDE ASSOCIATES, a Michigan co-partnership

By: Norprop Limited Partnership,
a Michigan limited partnership,
General Partner


Linda L. Cornelli

Alison J. Martin

By: 
Milton P. Rotenberg
Its: General Partner

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 28 day of August, 1991, the foregoing Master Deed was acknowledged before me by Milton P. Rotenberg, as general partner of Norprop Limited Partnership, a Michigan limited partnership, general partner of Woodside Associates, a Michigan co-partnership, on behalf of the co-partnership.

Linda L. Conelli
Notary Public, Oakland County, MI
My Commission expires July 26, 1992

DRAFTED BY:

Laurence B. Deitch, Esq.
Simpson Moran, P.C.
555 South Woodward
Fifth Floor
P.O. Box 3046
Birmingham, Michigan 48012

WHEN RECORDED RETURN TO:

Milton P. Rotenberg
1400 Woodward Avenue
Suite 105
Bloomfield Hills, Michigan 48304

CONSENT TO SUBMISSION OF REAL
PROPERTY TO CONDOMINIUM PROJECT

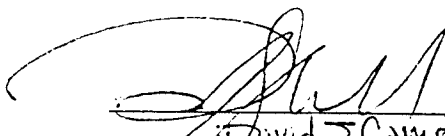
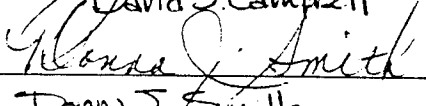
WHEREAS, Woodside Associates, a Michigan co-partnership, as owner, intends to create WOODSIDE VILLAGE CONDOMINIUM, a 90-unit residential site condominium which may be further expanded in size to include a total of approximately 150 units, by recordation in the office of the Wayne County Register of Deeds of a Master Deed so that said condominium project covers the property located in the Township of Northville, County of Wayne, State of Michigan, and described on the attached Exhibit "A" (the "Property"); and

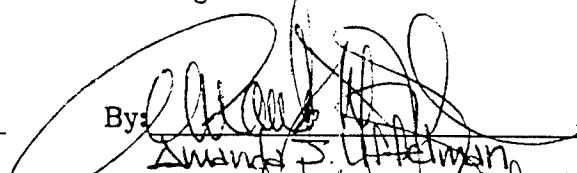
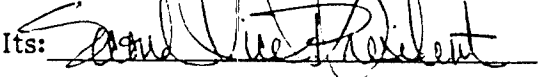
WHEREAS, Manufacturers National Bank of Detroit, a national banking association ("Lender"), is interested in the Property as mortgagee under a certain Real Estate Mortgage, Security Agreement And Assignment Of Leases And Rents, dated August 8, 1991;

NOW, THEREFORE, Lender hereby consents to the submission of the Property to the condominium project as set forth in the Master Deed of WOODSIDE VILLAGE CONDOMINIUM, and further consents to the recordation of the Master Deed in the office of the Wayne County Register of Deeds.

WITNESSES:

MANUFACTURERS NATIONAL
BANK OF DETROIT, a national
banking association


David J. Campbell

Donna J. Smith

By: 
Amanda S. Uffelman
Its: 
David J. Campbell

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Nancy S. Machelski, Esq.
SIMPSON MORAN
555 South Woodward
Fifth Floor
Birmingham, Michigan 48009
Telephone: (313) 642-2000

EXHIBIT "A"

LEGAL DESCRIPTION

Part of Section 13, T.1S, R.8E, Northville Township, Wayne County, Michigan, being described as: Commencing at the East 1/4 corner of said Section 13; thence N. 00° 12' 47" E., 264.04 feet along the Easterly line of said Section 13; thence N. 88° 07' 27" W., 325.58 feet; thence N. 87° 29' 56" W., 259.14 feet; thence S. 02° 30' 56" W., 207.30 feet; thence N. 87° 43' 36" W., 169.83 feet; thence S. 02° 35' 52" W., 146.55 feet; thence S. 86° 43' 01" E., 169.39 feet to a point on the Westerly right-of-way line of Haggerty Road; thence along the Westerly right-of-way line of Haggerty Road, S. 30° 02' 59" W., 202.33 feet to the point of beginning; thence continuing along said Westerly right-of-way line, S. 30° 02' 59" W., 876.39 feet; thence S. 88° 39' 38" W., 1463.42 feet; thence N. 00° 23' 56" W., 294.31 feet; thence S. 89° 36' 41" W., 528.87 feet; thence N. 00° 29' 37" W., 889.03 feet to a point on the East-West 1/4 line of said Section 13; thence N. 40° 31' 58" E., 10.44 feet; thence 61.45 feet along the arc of a curve to the left (radius 80.00 feet, central angle 44° 00' 49", chord bearing S. 71° 28' 26" E., chord 59.95 feet); thence S. 03° 28' 51" E., 102.20 feet; thence N. 77° 49' 04" E., 171.23 feet; thence S. 39° 33' 42" E., 138.04 feet; thence S. 28° 30' 38" E., 98.41 feet; thence S. 42° 48' 31" E., 136.37 feet; thence N. 16° 32' 56" E., 23.81 feet; thence N. 29° 28' 53" E., 123.12 feet; thence N. 38° 02' 29" E., 27.01 feet; thence N. 47° 25' 51" E., 84.39 feet; thence N. 36° 24' 15" E., 47.98 feet; thence N. 59° 50' 56" E., 125.41 feet; thence N. 80° 49' 30" E., 224.46 feet; thence N. 88° 50' 19" E., 209.77 feet; thence S. 78° 17' 05" E., 105.79 feet; thence N. 29° 47' 02" E., 73.33 feet; thence S. 60° 12' 58" E., 152.75 feet; thence S. 64° 54' 51" E., 27.72 feet; thence S. 54° 05' 48" E., 202.56 feet; thence S. 35° 54' 12" W., 50.70 feet; thence S. 50° 50' 45" E., 78.95 feet; thence S. 70° 30' 06" E., 79.96 feet; thence S. 89° 38' 51" E., 86.59 feet; thence N. 78° 42' 32" E., 88.27 feet; thence N. 70° 43' 16" E., 239.09 feet; thence S. 79° 11' 21" E., 122.91 feet; thence S. 37° 35' 43" E., 131.18 feet; thence S. 59° 57' 01" E., 107.50 feet to the point of beginning. Containing 2,132,010 square feet or 48.944 acres.

Together with and subject to: (a) all easements and restrictions of record and all governmental limitations, and (b) a Planned Residential Unit Development Agreement dated May 15, 1990 recorded at Liber 24810, Page 793, Wayne County Records, as the same may be amended from time to time and further subject to the rights of the public in any public right-of-way.

LI 25310 PA 473

EXHIBIT "A"

CONDOMINIUM BYLAWS

WOODSIDE VILLAGE CONDOMINIUM

EXHIBIT "A"

CONDOMINIUM BYLAWS

WOODSIDE VILLAGE CONDOMINIUM

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I ASSOCIATION OF CO-OWNERS	1
Section 1.1 Formation; Membership	1
Section 1.2 Definitions	1
Section 1.3 Voting	1
Section 1.4 Association Bylaws	3
 ARTICLE II ASSESSMENTS	 3
Section 2.1 Personal Property Taxes Assessed Against Association	 3
Section 2.2 Expenditures And Receipts Affecting Administration Of The Project	 3
Section 2.3 Determination Of Assessments	4
Section 2.4 Apportionment Of Assessments And Penalty For Default	 6
Section 2.5 Waiver Of Use Or Abandonment Of Unit	6
Section 2.6 Enforcement	6
Section 2.7 Liability Of Mortgagee	8
Section 2.8 Developer's Responsibility For Assessments	8
Section 2.9 Taxing Authority	9
Section 2.10 Liens	9
Section 2.11 Statement As To Unpaid Assessments	9
Section 2.12 Special Assessment District No. 13	9
 ARTICLE III ARBITRATION	 10
Section 3.1 Scope And Election	10
Section 3.2 Judicial Relief	10
Section 3.3 Election Of Remedies	10
 ARTICLE IV INSURANCE	 10
Section 4.1 Extent Of Coverage	10
Section 4.2 Authority Of Association To Settle Insurance Claims	 11
Section 4.3 Responsibilities Of Co-owners	12
Section 4.4 Waiver Of Right Of Subrogation	12
Section 4.5 Indemnification	12

ARTICLE V	RECONSTRUCTION OR REPAIR	13
Section 5.1	Association Responsibility For Repair	13
Section 5.2	Timely Reconstruction And Repair	13
Section 5.3	Co-owner's Responsibility	13
Section 5.4	Eminent Domain	13
Section 5.5	Priority Of Mortgage Interests	14
 ARTICLE VI	 ARCHITECTURAL AND BUILDING SPECIFICATIONS AND USE RESTRICTIONS	 14
Section 6.1	General	14
Section 6.2	Residential Use	15
Section 6.3	Co-owner Maintenance	15
Section 6.4	Residence Locations And Dimensions	15
Section 6.5	Setbacks	16
Section 6.6	Living Areas	16
Section 6.7	Consolidation	16
Section 6.8	Grades	16
Section 6.9	New Materials Only	17
Section 6.10	No Construction In Easements	17
Section 6.11	Rear Yard Use	17
Section 6.12	Roof Pitch	17
Section 6.13	Exteriors	17
Section 6.14	No Substantially Similiar Adjacent Designs	17
Section 6.15	Vacant Units	17
Section 6.16	Trash Removal	17
Section 6.17	Exterior Lighting	18
Section 6.18	Temporary Buildings	18
Section 6.19	Fences	18
Section 6.20	Common Mailboxes	18
Section 6.21	Driveways	18
Section 6.22	Hot Tubs and Pools	18
Section 6.23	Landscaping	19
Section 6.24	Utilities	19
Section 6.25	Architectural Control Committee	20
Section 6.26	Alterations	21
Section 6.27	Signs	22
Section 6.28	Right To Lease	22
Section 6.29	Leasing Procedures	22
Section 6.30	Nuisance	23
Section 6.31	Pets	23
Section 6.32	Use Of Common Elements	24
Section 6.33	Sidewalks, Etc.	24
Section 6.34	Vehicles	24
Section 6.35	Firearms And Other Weapons	24
Section 6.36	Association Access	25
Section 6.37	Deck Use	25
Section 6.38	Co-owner Maintenance	25

	<u>PAGE</u>
Section 6.39 Developer Signs And Activities	25
Section 6.40 Rules And Regulations	25
 ARTICLE VII MORTGAGES.....	 26
Section 7.1 Notice To Association	26
Section 7.2 Insurance	26
Section 7.3 Notification Of Meetings	26
 ARTICLE VIII AMENDMENTS	 26
Section 8.1 Proposal	26
Section 8.2 Meeting	26
Section 8.3 Voting	26
Section 8.4 When Effective	26
Section 8.5 Binding	27
 ARTICLE IX COMPLIANCE	 27
 ARTICLE X REMEDIES FOR DEFAULT	 27
Section 10.1 Relief	27
Section 10.2 Non-Waiver Of Right	28
Section 10.3 Cumulative Rights, Remedies And Privileges	28
Section 10.4 Enforcement Of Provisions Of Condominium Documents	28
 ARTICLE XI ASSESSMENT OF FINES	 28
Section 11.1 General	28
Section 11.2 Procedures	28
Section 11.3 Amounts	29
Section 11.4 Collection	29
 ARTICLE XII RIGHTS RESERVED TO DEVELOPER	 30
 ARTICLE XIII FIRST ANNUAL MEETING OF CO-OWNERS	 30
 ARTICLE XIV ADVISORY COMMITTEE	 32

ARTICLE XV	BOARD OF DIRECTORS	32
Section 15.1	Actions Of The First Board Of Directors	32
Section 15.2	Officers	32
Section 15.3	Management Agent	32
ARTICLE XVI	RECORDS	33
ARTICLE XVII	INDEMNIFICATION OF OFFICERS AND DIRECTORS.....	33
Section 17.1	Third-Party Actions	33
Section 17.2	Actions In The Right Of The Association	34
Section 17.3	Mandatory And Permissive Payments	34
Section 17.4	Expense Advances	35
Section 17.5	Insurance	35
Section 17.6	Constituent Corporations.....	35
Section 17.7	Continuation Of Indemnification	35
ARTICLE XVIII	SEVERABILITY	35

EXHIBIT "A"

CONDOMINIUM BYLAWS

WOODSIDE VILLAGE CONDOMINIUM

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Formation; Membership. WOODSIDE VILLAGE CONDOMINIUM, a residential condominium project located in Northville Township, Wayne County, Michigan, shall be administered by an association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles Of Incorporation, Bylaws and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership; provided, however, that no residential contractor or builder (other than Developer) who purchases for resale shall be entitled to membership. In the event of a sale of a Unit pursuant to a land contract, the land contract vendee (other than a residential contractor or builder described above) shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or in the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

1.2 Definitions. Capitalized terms used herein without further definition shall have the meanings ascribed to them in the Master Deed or the Act unless the context dictates otherwise.

1.3 Voting. Voting by members of the Association shall be in accordance with the following

- A. **Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned.
- B. **Eligibility To Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until that Co-owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XIII of these Bylaws, no Co-owner, other than the

Developer, shall be entitled to vote prior to the first annual meeting of members held in accordance with Article XIII. The vote of each Co-owner may only be cast by the individual representative designated by that Co-owner in the notice required in Subsection C, below, or by a proxy given by the individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the first annual meeting of members and shall be entitled to vote during that period notwithstanding the fact that the Developer may own no Units at some time or from time to time during that period. At and after the first annual meeting of members, the Developer shall be entitled to one vote for each Unit which it owns.

- C. Designation Of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-owner. In the event a Co-owner designates himself as individual representative, he need not file any written notice and the failure of any Co-owner to file any written notice shall create a presumption that the Co-owner has designated himself as representative. The notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.
- D. Annual Meeting. There shall be an annual meeting of the members of the Association commencing with the first annual meeting held as provided in Article XIII. Other meetings may be provided for in the Bylaws of Woodside Village Condominium Association, a Michigan Non-Profit Corporation (the "Association Bylaws"). Notice of time, place and subject matter of all meetings shall be given as provided in the Association Bylaws.
- E. Quorum. The presence, in person or by proxy, of 35% in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting that person is not otherwise present in person or

by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

- F. **Voting.** Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
- G. **Majority.** A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.
- H. **Other Provisions.** Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

1.4 **Association Bylaws.** The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than 66 2/3% of all Co-owners.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

2.1 **Personal Property Taxes Assessed Against Association.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

2.2 **Expenditures And Receipts Affecting Administration Of The Project.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the

administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

2.3 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 (the "Budget") in advance for each fiscal year and 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, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced by the Association on a periodic basis must be established in the Budget and must be funded by regular monthly payments as set forth in Section 2.4, below, rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual Budget on a noncommulative basis. The Association of Co-owners should carefully analyze the needs and requirements of the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of the Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for that year shall be established based upon the Budget, although the delivery of a copy of the Budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. If the Board of Directors, at any time determines, in its sole discretion, that the assessments levied are or may prove to be insufficient (i) to pay the costs of operation and management of the Condominium, (ii) to provide repairs or replacements of existing Common Elements, (iii) to provide additions to the Common Elements not exceeding \$5,000.00 per year for the entire Condominium Project or (iv) in the event of emergencies, then the Board of Directors shall have the authority to increase the general assessment or to levy additional assessment(s) as it shall deem necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.1 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this Article shall rest solely with the Board

of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

B. Special Assessments. Special assessments, in addition to those required in Subsection A, above, may be made by the Board of Directors from time to time (if approved by the Co-owners as hereinafter provided) to meet other needs or requirements of the Association, including, but not limited to (i) assessments for capital improvements for additions to Common Elements exceeding \$5,000.00 per year, (ii) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 hereof or (iii) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Subsection B (but not including those assessments referred to in Subsection A, above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 66 2/3% of all Co-owners. The authority to levy assessments pursuant to this Subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof. Notwithstanding the foregoing, if at some time subsequent to the initial development it becomes necessary to pave or improve some or all of the roads within or adjacent to the Condominium, the improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may include WOODSIDE VILLAGE CONDOMINIUM. All Co-owners agree that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, however, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 70% of all Co-owners. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of 1978 PA 59, as amended (MCL 559.231).

C. Other Assessments. In addition to the assessments set forth above, the Association shall collect a pro rata share from each Co-owner of all assessments levied against the Association pursuant to the Declaration of Reciprocal Easements, Covenants and Restrictions and the Planned Residential Unit Development Agreement as defined in Articles II and III of the Master Deed. The default and enforcement provisions contained in this

Article and in Articles X and XI shall apply with respect to the collection of all assessments levied pursuant to the foregoing documents.

2.4 Apportionment Of Assessments And Penalty For Default.

Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally. Annual assessments as determined in accordance with Subsection 2.3A, above, shall be payable by Co-owners in full on or before the due date for such payment. Assessments in default shall bear interest from the date of default (regardless of when notice of default is given) at the rate of the lesser of 15% per annum or the maximum legal rate of interest permitted by law, until paid in full. The Association may levy reasonable late charges or fines for late payment in addition to interest, including the assessment of fines for chronic or continuing late payment of assessments. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while Co-owner is the owner thereof (including interest, fines for late payment, late charges and all costs of collection and enforcement of payment), except that a land contract purchaser from any Co-owner (including the Developer) shall be so personally liable and the land contract seller shall not be personally liable for all assessments levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows:

- A. the costs of collection and enforcement of payment, including actual attorneys' fees;
- B. to any interest charges and fines for late payment on the installments; and
- C. to installments in default in order of their due dates.

2.5 Waiver Of Use Or Abandonment Of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

2.6 Enforcement. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by any lawful means, including but not limited to, a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner and the payment of any installments of the assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of annual assessment for the pertinent fiscal year immediately due and payable.

- A. **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 such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure

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

- B. Notice Of Actions.** Notwithstanding the foregoing, neither a foreclosure action nor a suit at law for a money judgment shall be commenced until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment or any special assessment(s) levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written notice of lien in affidavit form executed by an authorized representative or attorney of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. The notice of lien shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

- C. Other Remedies. In the event of default by any Co-owner in the payment of any installment of the annual assessment or any special assessment(s) levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year and all outstanding special assessments immediately due and payable. A Co-owner in default shall not be entitled to vote at any meeting of the Association and shall not be entitled to use any of the General Common Elements so long as the default continues. The Association also may discontinue the furnishing of utilities or other services to a Co-owner in default upon seven days' written notice to the Co-owner in default of its election so to do. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association shall be entitled to collect interest and all reasonable costs and expenses incurred in pursuing its default remedies as outlined above including, but not limited to actual attorneys' fees and/or legal expenses.
- D. Expenses Of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

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

2.8 Developer's Responsibility For Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. Residential builders or contractors (other than the Developer) shall be fully responsible for payment of the regular Association assessments even though they are not members of the Association as provided in Section 1.1 hereof. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for street and utility maintenance, landscaping, sign lighting and snow removal but excluding management fees and expenses related to maintenance and use of those Units in the Project and of the improvements constructed within or appurtenant to those Units that are not owned by the Developer. For purposes of the foregoing sentence, the Developer's

proportionate share of such expenses 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 then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. Any assessments levied by the Association against the Developer for other purposes shall be void without the Developer's prior written consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed building" shall mean a building with respect to which a certificate of occupancy has been issued by Northville Township.

2.9 Taxing Authority. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

2.10 Liens. Any construction lien arising pursuant to the laws of the State of Michigan with respect to the Condominium or any Unit therein shall be subject to Section 132 of the Act.

2.11 Statement As To Unpaid Assessments. Pursuant to the provisions of Section 111 of the Act, the purchaser of any Unit may request a statement from the Association setting forth the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to each Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request a statement at least five days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing the unpaid assessment, together with interest, costs and attorneys' fees incurred in the collection thereof, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except amounts due the state, any subdivision thereto and first mortgages of record.

2.12 Special Assessment District No. 13. The Condominium Premises and the Area of Future Development are each included within and subject to special sewer assessments for Special Assessment District No. 13 of Northville Township. Pursuant to Section 13 of the Act, the special assessments shall be assessed against the Project or the individual Units as provided therein. Each Unit shall bear its pro rata share of the assessment against land constituting the Condominium Premises as the same may be constituted from time to time. In the event the Condominium is expanded or contracted pursuant to Articles VII or VIII of the Master Deed, the assessments shall be equitably adjusted based upon the number of Units actually included in the Project as finally completed.

In connection with the establishment of pro rata shares of the assessment, the following shall be applicable: (a) the allocation between the Condominium Premises and the Area of Future Development shall be based on the number of actual and/or proposed units in each from time to time; (b) as set forth in Section 5.2 of the Master Deed, Units 89 and 90 shall be exempt from assessment unless and until they become buildable and (c) in the event that adjustments need to be made as a result of a change in the number of units in the Area of Future Development or because Units 89 and 90 become buildable then, and in either of those events, the adjustments shall be made prospectively and not retroactively.

ARTICLE III

ARBITRATION

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

3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1, above, neither any Co-owner nor the Association shall be precluded from petitioning the courts to resolve any disputes, claims or grievances.

3.3 Election Of Remedies. Election and written consent by Co-owners or the Association and any Co-owner to submit any dispute, claim or grievance to arbitration shall preclude the parties from litigating any dispute, claim or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Association or any Co-owner as set forth in Section 144 of the Act.

ARTICLE IV

INSURANCE

4.1 Extent Of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and

maintenance of the Common Elements of the Condominium Project and the administration of the Condominium Project. Such insurance shall be carried and administered in accordance with the following provisions:

- A. Responsibilities Of Association. All insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.
- B. Insurance Of Common Elements. If applicable and appropriate, all General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements, if any.
- C. Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- D. Proceeds Of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

4.2 Authority Of Association To Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, with such insurers as may from time to time provide such insurance for the Condominium Project. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect

and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Developer, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to settle all insurance claims, to execute releases of liability and to execute all documents and to do all things on behalf of the Co-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

4.3 Responsibilities Of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Unit and for his personal property located therein or thereon or elsewhere on the Condominium Project. All policies shall contain standard mortgage clauses naming the mortgagees (including FNMA and FHLMC) or the servicers of mortgages, as the case may be. There is no responsibility on the part of the Association to insure any such improvements or personal property whatsoever. All insurance each Co-owner is required to carry shall be an amount equal to the full replacement value, excluding foundation and excavation costs. Each Co-owner shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon (naming the Association and the Developer as additional insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. Each policy shall provide for notification to the Association and each first mortgage holder named in the mortgage clause at least 10 days prior to cancellation or material change in coverage. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article III hereof.

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

4.5 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which any other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence or within an individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 4.5 shall not be construed to give any insurer any subrogation rights or other right or claim against any individual Co-owner, whatsoever.

ARTICLE V

RECONSTRUCTION OR REPAIR

5.1 Association Responsibility For Repair. Except as otherwise provided in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General 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 good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association or if at any time during such reconstruction or repair, or upon completion of the reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

5.2 Timely Reconstruction And Repair. If damage to General Common Elements or a Unit adversely affects the appearance or utility of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall thereafter proceed with replacement of the damaged property without delay.

5.3 Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, decoration, repair and replacement required within his Unit and as otherwise provided in Article IV of the Master Deed.

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

- A. **Taking Of General Common Elements.** If any portion of the General Common Elements is taken by eminent domain, the award shall be allocated to the Co-owners and their mortgagees in proportion to their respective undivided interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take any other action as they deem appropriate. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements and any negotiated settlement approved by not less than 66 2/3% of the Co-owners shall be binding on all Co-owners.
- B. **Taking Of Unit Or Improvements Thereon.** In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for that taking shall be paid to the Co-owner of that Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by

eminent domain, that Co-owner and his mortgagee shall, after acceptance of the condemnation award thereafter, be divested of all interest in the Condominium Project.

- C. Continuation Of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. The amendment may be affected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner, but only with the prior written approval of all institutioned holders of first mortgage liens on individual Units in the Project.
- D. Notification Of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units of the Condominium.
- E. Applicability Of The Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

5.5 Priority Of Mortgage Interests. Nothing contained in the Condominium Documents shall be construed to give a Unit Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI

ARCHITECTURAL AND BUILDING SPECIFICATIONS AND USE RESTRICTIONS

6.1 General. All improvements made within any Unit, including the construction of a residence, deck, garage or other improvement and the use and occupancy thereof, shall comply fully with these Architectural and Building Specifications and Use Restrictions. As set forth more specifically in this Article, if the residence, deck, garage or other improvement to be built in the Unit is not to be constructed by Developer, then before construction of any improvements are made to a Unit, plans and specifications prepared and sealed by a licensed Michigan architect, including grading, site, landscaping and irrigation plans, showing the nature, size, shape, elevations, height, materials, color scheme, and

location, shall be submitted to and approved in writing by the Architectural Control Committee. The Developer intends by these specifications and restrictions to create and perpetuate a beautiful, serene, private residential condominium community consistent with the highest standards.

6.2 Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences and in accordance with the ordinances of the Township of Northville (except that persons not of the same immediate family together may occupy a residence constructed within a Unit with the written consent of the Board of Directors, which consent shall not be unreasonably withheld). A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage or legal adoption. Other than as permitted in Section 6.39, no business, trade, profession or commercial activity of any kind, other than "home offices" which do not detract from the essential residential character of the Project or as may otherwise be approved in writing by the Architectural Control Committee and the Township of Northville, shall be conducted within any Unit in the Condominium. The maximum number of occupants of a Condominium residence shall not exceed nine (9) persons. No building of any kind shall be erected except private residences and structures ancillary thereto. Only one residence may be erected within any Unit.

6.3 Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Common Elements appurtenant thereto or for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical, cable television or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is 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.

6.4 Residence Locations And Dimensions. No residence shall be constructed, erected, installed or located on any Unit except as delineated on the Condominium Subdivision Plan attached hereto and approved by the Architectural Control Committee. The Architectural Control Committee shall have the right and authority to further specify the exact location of a residence on any Unit in order to protect trees. No building shall be constructed, erected, installed or permitted to remain on any Unit other than one (1) single-family, detached condominium residence with an attached private garage for not less than two (2) cars. No residence shall be more than two (2) stories and the maximum height of any residence shall not exceed thirty-five (35) feet from the first floor grade to the highest ridge line.

6.5 Setbacks. Except as may be permitted by the appropriate officials of the Township of Northville and the Architectural Control Committee, all setback requirements shall be pursuant to the Condominium Subdivision Plan.

6.6 Living Areas. "Living area" as used in this Section shall mean the area within the outer surfaces of the exterior walls but shall not include any garage, basement, chimney, deck, porches, patios and breezeways, attics, and finished walkout areas below the first floor grade. Condominium residences having one story shall have a minimum living area of two thousand (2,000) square feet above the first floor grade. Condominium residences having two stories shall have a minimum living area of two thousand four hundred (2,400) square feet above the first floor grade and a minimum one thousand four hundred (1,400) square feet on the first floor.

6.7 Consolidation. No Unit shall be split or reduced in size by any method whatsoever. Units may be enlarged by consolidation with one (1) or more adjoining Units under one (1) ownership. If one (1) or more Units are developed together as one condominium residence, all of the restrictions in this Article shall apply as though a single Unit were involved without any increase in density.

6.8 Grades. The grades of any Unit in the Condominium may not be changed from the Grading Plan prepared by Nowak & Fraus, Civil Engineers, dated _____, and approved by the Township of Northville. The Grading Plan may be subsequently amended from time to time as conditions require with the approval of the Township of Northville and the Architectural Control Committee.

- A. **Surface Grade.** It shall be the responsibility of each Co-owner to maintain the surface drainage grades of his Unit as established by the Developer. Each Co-owner covenants that he will not change the surface grades of his Unit in a manner which will materially increase or decrease the storm water flowing onto or off of his Unit and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the Units in the Condominium to correct any violation of this covenant. The costs of the correction shall be charged to the Co-owner and such costs shall be a lien upon the Unit if unpaid.
- B. **Footing Drains.** It shall be the responsibility of each Co-owner to assure that the footing drains are clear of obstructions and installed in accordance with applicable building codes. It shall be the responsibility of each Co-owner to maintain the footing drains within his Unit. If any Co-owner shall fail to maintain the footing drains or shall fail to have the drains properly installed as part of the storm water drainage system, the Association may enter upon the Unit of such Co-owner and perform all necessary connections, repairs and maintenance of the

footing drains. The costs for such connections, repairs and maintenance shall be charged to the Co-owner and shall be a lien upon the Unit if unpaid.

6.9 New Materials Only. Old and/or pre-existing buildings may not be moved onto any Unit, and no used materials except reclaimed brick may be used in construction.

6.10 No Construction In Easements. No residence, garage or other improvements or structures may be constructed or maintained over or on any easements within the Unit; provided, however, that after utilities have been installed within any such easements, such areas may be sodded and/or to the extent that such easements are located in driveways, such areas may be paved. All other planting or Unit-line improvements of any type over or on said easements shall be allowed only upon prior written approval of the Architectural Control Committee, and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Project, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

6.11 Rear Yard Use. Only air conditioning compressors and pads, and decks shall be placed and located within the Accessory Area identified on the Condominium Subdivision Plan and extending twelve (12) feet from the rear of the Condominium residence. All other uses of the rear yards of a Unit are subject to prior approval of the Township of Northville and the Architectural Control Committee.

6.12 Roof Pitch. The main roof of each Condominium residence and attached garage must have a minimum pitch of 6/12.

6.13 Exteriors. The exterior of every Condominium Unit and attached garage (excluding windows), if any, shall be approved by the Architectural Control Committee. Any decks approved by the Architectural Control Committee must be constructed of redwood, cedar or wolmanized wood.

6.14 No Substantially Similar Adjacent Designs. A residence on a Unit shall not be substantially similar in exterior design and appearance to a residence on an immediately adjacent Unit. This provision is intended to enhance and increase the desirability and beauty of the Condominium.

6.15 Vacant Units. All vacant Units must remain free of debris, litter, and trash and be cleaned up regularly. All grass and weeds on any vacant Unit must be mowed at least once monthly or more often if required by the Architectural Control Committee. Where a residence is under construction within a Unit, all debris, construction debris, unusable materials, litter, and trash must be cleaned up and removed every Friday afternoon and more often if required by the Architectural Control Committee.

6.16 Trash Removal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage and trash shall be kept only in a sanitary container(s) within the Co-owner's garage and may not be put out for collection any earlier than the evening before the day scheduled for collection.

6.17 Exterior Lighting. All exterior lighting, including lamps, posts, and fixtures, for any residence or garage must receive prior written approval from the Architectural Control Committee. All exterior garage lights must be installed to a photocell which will facilitate the light being on from dusk to dawn every day.

6.18 Temporary Buildings. Trailers (other than sales office trailers), tents, shacks, barns, or any temporary building of any description whatsoever are expressly prohibited within the Condominium. No temporary occupancy shall be permitted in an unfinished condominium residence. The use of a trailer for materials and supplies to be used by a builder in the construction of a residence and which shall be removed from the premises upon completion of the residence, may be allowed with the written consent of the Architectural Control Committee which shall have the sole discretion to approve or disapprove same. Builders and contractors shall be permitted to maintain one office trailer on the Condominium Premises subject to the prior approval of the Township of Northville and the Architectural Control Committee. No accessory buildings shall be permitted within any Unit.

6.19 Fences. No fence, wall or solid hedge may be erected or maintained on any Unit except when required by ordinance or other governmental regulation. If such a fence or wall is required, the Co-owner shall obtain the express written consent of the Architectural Control Committee which shall have the sole and absolute discretion to determine the suitability of the location, design, shape, height, size and materials for any required fence, wall, or solid hedge subject to applicable laws and ordinances.

6.20 Common Mailboxes. The design, material, color and construction of all common mailboxes and common mailbox stands, shall be as selected by the Architectural Control Committee. The Association shall maintain, repair and/or replace approved common mailboxes and stands.

6.21 Driveways. All driveways shall be constructed on six (6) inches of 21AA aggregate with two and one-half ($2\frac{1}{2}$) inches of asphalt laid in two courses or phases; the first course being one and one-half ($1\frac{1}{2}$) inch and the second course being one (1) inch.

6.22 Hot Tubs And Pools. Hot tubs and pools may be installed if permitted by the Township of Northville and the Architectural Control Committee. Any Co-owner intending to construct a hot tub or pool must submit to the Architectural Control Committee a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Architectural Control Committee shall have absolute discretion to approve or disapprove any proposal and may attach any conditions which it deems appropriate. Any approved hot tubs must be maintained by the Co-owners in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Condominium. No above ground or free standing swimming pools shall be permitted. Further, pool size may be determined by the impact on the number of trees which may be lost as a result of the installation of the pool.

6.23 Landscaping.

- A. Anyone occupying a newly constructed residence between May 1 in any year and September 30 of that year, shall, within sixty (60) days of occupancy install (i) all sod, landscaping, trees, and plantings in accordance with the Co-owner's landscape plan approved by the Architectural Control Committee and (ii) an underground irrigation system with an outside irrigation clock.
- B. Anyone occupying a newly constructed residence between October 1 in any year and May 1 of the next succeeding year shall have all areas of the Unit landscaped and irrigated as specified in A above by June 30 of that year.
- C. Anyone purchasing a Unit shall install all of the landscaping and irrigation specified in A above no later than eighteen (18) months from the date of commencement of construction of any improvements thereon unless extended by the Architectural Control Committee.
- D. No Co-owner shall perform any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the Common Elements, or remove any trees without the prior written approval of the Architectural Control Committee. Each Co-owner shall be responsible to replace any landscaping, plantings, and grass which dies or becomes unsightly as the result of disease or neglect within sixty (60) days. Each Co-owner is encouraged to obtain a one year warranty on labor and materials for all landscaping, plantings, and grass installed by the Co-owner within a Unit.
- E. Unless otherwise required by applicable law (e.g. in the case of wetlands), all yard areas shall have well-maintained lawns. Well-maintained lawns shall mean lawns of a uniform, recognized grass type for lawns, regularly cut to a uniform height appropriate for such grass in a first-class residential development, trimmed and edged to preserve a neat, groomed and cared-for appearance in the Condominium.
- F. In the event of a dispute over maintenance or replacement of landscaping, such dispute shall be conclusively resolved by a licensed landscape architect designated by the Township of Northville.

6.24 Utilities. All public utilities such as water main, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals

and other above-ground electric and telephone utility installations and distribution systems and surface and off-side drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

6.25 Architectural Control Committee.

- A. Until certificates of occupancy have been issued for Condominium residences on one hundred percent (100%) of the Units in the Condominium, Milton P. Rotenberg and his two appointed representatives shall constitute and be the sole members of the first Architectural Control Committee of the Association. The purpose of this Committee is to assure that the Condominium is developed and maintained in a beautiful and professional manner consistent with high quality and uniform standards. In the event of death or resignation of any member of the Committee, Milton P. Rotenberg or his appointed successor, shall have the sole authority to designate a successor. The members of the Committee shall not receive any compensation. Once certificates of occupancy have been issued for every Unit, Milton Rotenberg and his appointed representatives shall forthwith resign their offices as members of the Committee to be succeeded by the persons selected by the Board of Directors of the Association. Until certificates of occupancy reach the one hundred percent (100%) level, Milton P. Rotenberg may, in his sole discretion, assign all rights, authority, and privileges of membership on the Architectural Control Committee to the Association or to any other entity or individual. Until certificates of occupancy reach the one hundred percent (100%) level, the Architectural Control Committee shall have all of the remedies and enforcement rights contained in Articles II, X and XI of these Bylaws.
- B. Before constructing, erecting or installing any residence with attached garage or making any exterior improvement, change, or elevation change upon any residence or garage located on a Unit, a Co-owner shall obtain the written approval of the Architectural Control Committee. No application for a building permit or application for any other governmental approval or construction, erection or installation shall be filed or performed until written approval of the Committee is received. The Committee may require that such Co-owner or his agent or contractor furnish to the Association adequate security, in the Committee's sole discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to properly construct, erect or install in a workmanlike, timely and diligent manner in accordance with the approved plans and specifications for the residence and its improvements.

- C. A Co-owner intending to construct, erect or install any residence, improvement, deck, garage, structure, or intending to change the exterior or elevation of or make alterations to any structure located on the Unit shall submit to the Architectural Control Committee plans and specifications, including site, grading, utility, residence, garage and landscape plans, prepared and sealed by an architect registered in the State of Michigan, or other person or entity approved by the Architectural Control Committee, showing the size, nature, kind, type and color of the elevations, facade, height and materials, color scheme (including, but not limited to stain and paint colors), siding, location, and the approximate cost of such improvement. A copy of the plans and specifications, as finally approved, shall be kept permanently with the Committee. Items requiring the written approval of the Committee include, but are not limited to, the following: residences, fences, walls, additional landscaping, drives, walks, dog runs, substantial plantings, aerials, antennas, trees, cable dishes, playground equipment and decks.
- D. The Architectural Control Committee shall have the absolute right to waive any specifications in these Bylaws and the right to refuse to approve any plans and specifications which are not suitable or desirable in its sole and absolute discretion for aesthetic or any other reasons. In no event shall the Committee have any personal liability for its actions. In considering any plans and specifications, the Committee may take into consideration any of the following: (1) the suitability and aesthetic quality of the proposed building or other structure to be built, erected or installed, (2) the site upon which it is proposed to erect the same, (3) the compatibility of the planned structure with the adjacent or neighboring residences, (4) whether the proposed improvement will impair the structural integrity of a residence or Common Elements, (5) whether the proposed improvement would create a nuisance or annoyance to surrounding Co-owners, and (6) the impact on the overall standards and appearance of the Condominium.
- E. The Architectural Control Committee shall have thirty (30) days after the receipt of all required plans and specifications to issue a written approval or denial. If the Committee fails to issue a written approval or denial of the plans and specifications within the thirty (30) day period, then written approval will not be required and this Section shall be deemed to be fully complied with.

6.26 Alterations. No Co-owner shall make any alterations in the exterior appearance of his Condominium Unit or make changes in any of the Common Elements without the express written approval of the Architectural

Control Committee. Alterations requiring prior written approval include but are not limited to the following: additional landscaping, exterior painting, the erection of antennas, lights, aerials, awnings, doors, shutters, courtyard or patio fencing, gates, screening devices, newspaper holders, mailboxes or other exterior attachments or modifications. No Co-owner shall in any way restrict access to or tamper with any sump pump, plumbing, waterline, waterline valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and it will have no responsibility for repairing, replacing or reinstalling any materials that are damaged in the course of gaining such access.

6.27 Signs. Except as provided in Section 6.39, no signs, billboards, or other advertising devices of any kind shall be displayed or located on a Unit, including any structures erected on the Unit, or on the Common Elements, including "For Sale" signs, without the written permission of the Architectural Control Committee; provided, however, that monument signs, or other similar type signs may be located on Units 1, 88, 49 and 48 in order to set forth the name of the Condominium Project at its entrance. All signs must be thirty (30") inches wide and twenty-four (24") inches high. Any approved sign shall be constructed and installed in a professional manner. Any approved sign shall be kept clean and in good repair during the period of its maintenance on the Unit. No sign shall be placed and maintained nearer than fifteen (15) feet from the front Unit line.

6.28 Right To Lease. Subject to the provisions of Section 6.29, a Co-owner may lease his Unit for the same purposes set forth in Section 6.2 of this Article VI. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least one year. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents and any rules and regulations of the Association including, without limitations, the provisions of Section 6.29. The Developer may lease any number of Units in the Condominium in its discretion.

6.29 Leasing Procedures.

- A. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents.
- B. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

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

- (i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
- (ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- (iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction and/or damages against the tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this action may be a summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit.

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

6.30 Nuisance. 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, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

6.31 Pets. No animal, including household pets, shall be kept without the prior written consent of the Board of Directors, which consent, if given, shall be revocable at any time by the Board for failure by pets or their owners to observe provisions of the Bylaws or rules and regulations of the

Association pertaining to pets; provided, however, that each Co-owner shall be permitted to keep one (1) dog and/or one (1) cat, not to exceed one hundred (100) pounds, per Unit without obtaining the written consent of the Board of Directors. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be kept on a leash and attended by some responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.

6.32 Use Of Common Elements. The Common Elements, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained inside each individual garage at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on, nor condition maintained by a Co-owner either in his Unit or upon the Common Elements, which spoils the appearance of the Condominiums.

6.33 Sidewalks, Etc. Sidewalks, yards, landscaped areas, driveways, roads, and parking areas shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements.

6.34 Vehicles. No commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, motorcycles or vehicles other than automobiles and vehicles owned or leased by Co-owners and used primarily for general personal transportation purposes may be parked or stored upon the premises of the Condominium unless in garages. Notwithstanding the foregoing, a recreational vehicle may be parked in a driveway for a period not to exceed five (5) consecutive days for the purpose of loading or unloading only. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car(s), vehicles or trucks, to the extent possible, in the garage constructed within his Unit, and shall park any additional car(s) only in the driveway constructed within his Unit. No inoperable vehicles of any type may be stored outdoors under any circumstances. Garage doors shall be kept closed when not in use. Co-owners shall, if the Association shall require, register with the Association all cars, vehicles and trucks maintained on the Condominium Premises.

6.35 Firearms And Other Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

6.36 Association Access. The Association or its duly authorized agents shall have access to each Unit during reasonable working hours, upon notice to the Co-owner or occupant thereof, as may be necessary for the maintenance, repair or replacement of any utilities which are part of the Common Elements and shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit.

6.37 Deck Use. No unsightly condition shall be maintained upon any deck. Only furniture and equipment consistent with ordinary deck use shall be permitted to remain there during seasons when decks are reasonably in use. No furniture or equipment of any kind shall be stored on decks during seasons when such areas are not reasonably in use.

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

6.39 Developer Signs And Activities. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, (i) of the Developer during the Development and Sales Period (as defined hereinafter); (ii) of any builder or residential contractor so long as it holds a Unit for construction; or (iii) of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this Section, the Development and Sales Period shall be deemed to continue so long as Developer owns any Unit which he offers for sale or as long as any builder or residential contractor holds a Unit for construction or sale.

6.40 Rules And Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws 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 rules, regulations and amendments thereto shall be furnished to all Co-owners.

ARTICLE VII

MORTGAGES

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

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

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

ARTICLE VIII

AMENDMENTS

8.1 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 by one-third or more in number of the members or by instrument in writing signed by them. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any amendment does not materially alter or change the right of a Co-owner or mortgagee.

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

8.3 Voting. Except as expressly limited in Section 8.4, these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than 66 2/3% of all Co-owners and, if the amendment will materially alter or change the rights of mortgagees, then also with the written consent of not less than 66 2/3% of all mortgagees.

8.4 When Effective. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon recording of the amendment in the Office of the Wayne County Register of Deeds. Without the prior written consent of the Developer, no amendment shall be effective which will or might affect a right reserved to the Developer under the Condominium Documents.

8.5 Binding. A copy of each amendment to these 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 any persons actually receive a copy of the amendment.

ARTICLE IX

COMPLIANCE

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

ARTICLE X

REMEDIES FOR DEFAULT

10.1 Relief. Except as may otherwise have been agreed pursuant to Article III, any default by a Co-owner shall entitle the Association or another Co-owner to the following relief:

- A. **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.
- B. **Recovery Of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.
- C. **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 upon any Unit (but not inside any residence) where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure,

thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that no construction shall be altered or demolished except pursuant to judicial process. The Association shall have no liability to any Co-owner arising out of any removal and abatement.

- D. 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 XI of these Bylaws.

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

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

10.4 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 XI

ASSESSMENT OF FINES

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

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

- A. Notice. Notice of the violation (the "Notice"), including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with reasonable specificity sufficient to place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Subsection 1.3C of these Bylaws.
- B. Opportunity To Defend. The offending 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 10 days from the date of the Notice.
- C. Default. Failure to respond to the Notice constitutes a default.
- D. Hearing And Decision. Upon appearance by the Co-owner before the Board of Directors and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board of Directors shall, by majority vote of a quorum of the Board of Directors, decide whether a violation has occurred. The Board of Directors' decision is final.

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

- A. First Violation. No fine shall be levied.
- B. Second Violation. A \$25.00 fine.
- C. Third Violation. A \$50.00 fine.
- D. Fourth Violation And Subsequent Violations. A \$100.00 fine.

11.4 Collection. The fines levied pursuant to Section 11.3 above, shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II, Article X and Article XI of these Bylaws.

ARTICLE XII

RIGHTS RESERVED TO DEVELOPER

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

ARTICLE XIII

FIRST ANNUAL MEETING OF CO-OWNERS

The first annual meeting of members of the Association may be convened only by the Developer and may be called in the Developer's discretion, at any time on or before the earlier of the dates provided for the first annual meeting in this Article XIII, Subsections A and B, below. The date, time and place of meeting shall be set by the Board of Directors and at least 10 days' written notice shall be given to each Co-owner. Thereafter, an annual meeting shall be held on such date as is specified in the Association Bylaws. The phrase "Units that may be created" as used in this Section and elsewhere in the Condominium Documents means the maximum number of Units in all phases of the Condominium as stated in the Master Deed.

- A. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 25% of the Units that may be created, at least one director and not less than 25% of the Board of Directors of the Association shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 50% of the Units that may be created, not less than 33-1/3% of the Board of Directors shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 75% of the Units that may be created, and

before conveyance of 90% of the Units, the first annual meeting shall be called and the non-Developer Co-owners shall elect all Directors on the Board or Directors, except that the Developer shall have the right to designate at least one Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units that may be created remain unsold. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be.

- B. Notwithstanding the formula provided in Subsection A, above, 54 months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than 75% of the Units that may be created have not been conveyed, the first annual meeting shall be called and the non-Developer Co-owners have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer has the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Subsection A. Application of this Subsection does not require a change in the size of the Board of Directors as determined in the Condominium Documents.
- C. If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-owners have the right to elect under Subsection A, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-owners under Subsection B results in a right of non-Developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this Subsection shall not eliminate the right of the Developer to designate one member as provided in Subsection A.
- D. As set forth elsewhere herein, for the purposes of this Article XIII, no residential contractor or builder (other than Developer) who purchases for resale shall be entitled to membership.

ARTICLE XIV

ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a non-Developer Co-owner or within 120 days after conveyance to purchasers of legal or equitable title to one-third of the total number of Units that may be created, whichever first occurs, an advisory committee (the "Advisory Committee") of non-Developer Co-owners shall be established. The Advisory Committee shall meet with the Condominium Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association. The Advisory Committee shall cease to exist automatically when a majority of the Board of Directors of the Association is elected by non-Developer Co-owners. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XV

BOARD OF DIRECTORS

15.1 Actions Of The First Board Of Directors. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations for the Association, and in any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles Of Incorporation or any successors thereto appointed before the first annual meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members, provided that such actions are consistent with the powers and duties of the Board of Directors described in these Bylaws, the Association Bylaws, or any other Condominium Document.

15.2 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, matter of removal and replacement of the officers of the Association and doing of all things not prohibited by the Condominium Documents or required by the Condominium Documents to be exercised and done by the Co-owners. The Association Bylaws may contain any other provisions pertinent to the officers of the Association. Officers may be compensated, but only upon the affirmative vote of more than 66 2/3% of the Co-owners.

15.3 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity affiliated or related thereto) at reasonable compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. In the event the Board of Directors does employ professional management for the Association, the Board of Directors shall secure the written approval of each institutional holder of a first mortgage lien on any Unit prior to terminating professional management and assuming self-management. In no event shall the Board of Directors be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the

maximum term is greater than three years or which is not terminable by the Association upon 90 days' written notice thereof and without payment of a termination fee to the other party, and no such contract shall violate the provisions of Section 55 of the Act. In addition to the foregoing, any contract for management or other services by and between the Association and the Developer or any affiliate of the Developer shall provide that such contract is voidable by the Board of Directors of the Association on the Transitional Control Date or within 90 days thereafter, and on 30 days' notice at any time thereafter for cause. To the extent any management contract extends beyond one year after the Transitional Control Date, the excess period under the contract may be voided by the Board of Directors of the Association by notice to the management at least 30 days before the expiration of the one-year period.

ARTICLE XVI

RECORDS

The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect them during reasonable hours.

ARTICLE XVII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

17.1 Third-Party Actions. The Association shall indemnify a person who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its shareholders, and with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct

was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or its shareholders, and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

17.2 Actions In The Right Of The Association. The Association shall indemnify a person who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, officer, partner or trustee of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including actual and reasonable attorneys' fees, and amounts paid in settlement incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its shareholders. However, indemnification shall not be made for a claim, issue, or matter in which the person has been found liable to the Association unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

17.3 Mandatory And Permissive Payments. To the extent that a Director or officer of the Association has been successful on the merits or otherwise in defense of an action, suit, or proceeding referred to in Section 17.1 or Section 17.2, or in defense of a claim, issue, or matter in the action, suit, or proceeding, the successful party shall be indemnified against expenses, including actual and reasonable attorneys' fees, incurred by him or her in connection with the action, suit, or proceeding and an action, suit, or proceeding brought to enforce the mandatory indemnification provided in this Section.

An indemnification under Section 17.1 or Section 17.2, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because a person has met the applicable standard of conduct set forth in Sections 17.1 and 17.2. This determination shall be made in any of the following ways:

- A. By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to the action, suit, or proceeding.
- B. If the quorum described in Subsection A is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action. The committee shall consist of not less than two disinterested Directors.

- C. By independent legal counsel in a written opinion.
- D. By the shareholders.

If a person is entitled to indemnification hereunder for a portion of expenses including attorneys' fees, judgments, penalties, fines and amounts paid in settlement but not for the total amount thereof, the Association may indemnify the person for the portion of the expenses, judgments, penalties, fines or amounts paid in settlement for which the person is entitled to be indemnified.

17.4 Expense Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Section 17.1 or Section 17.2 may be paid by the Association in advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay the expenses if it is ultimately determined that the person is not entitled to be indemnified by the Association. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made but need not be secured.

17.5 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 17.1 and 17.2. However, the total amount of expenses advanced pursuant to Section 17.4 or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

17.6 Constituent Corporations. For the purposes of this Article XVII, references to the Association include all constituent corporations absorbed in a consolidation or merger and the resulting or surviving corporation, so that a person who is or was a Director or officer of such constituent corporation or is or was serving at the request of such constituent corporation as a director or officer of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise whether for profit or not shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

17.7 Continuation Of Indemnification. The indemnification provided for in this Article XVII continues as to a person who ceases to be a Director or officer and shall inure to the benefit of the heirs, executors, and administrators of the person.

ARTICLE XVIII

SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter,

modify or impair in any manner whatsoever any of the other terms, provisions or covenants of these documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

[End Of Bylaws]

ATTENTION COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE
ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER
HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE
PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE
SURVEYOR'S CERTIFICATE, SHEET 2.

WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN N^o
EXHIBIT B TO THE MASTER DEED OF
WOODSIDE VILLAGE
NORTHVILLE TOWNSHIP,
WAYNE COUNTY, MICHIGAN.

649-99-0007-001
049-99-0006-000

DEVELOPER
WOODSIDE ASSOCIATES
A MICHIGAN CO-PARTNERSHIP
1400 WOODWARD AVE.
SUITE 105
BLOOMFIELD HILLS, MICHIGAN
48304

SURVEYOR
GEORGE F. DELY
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043

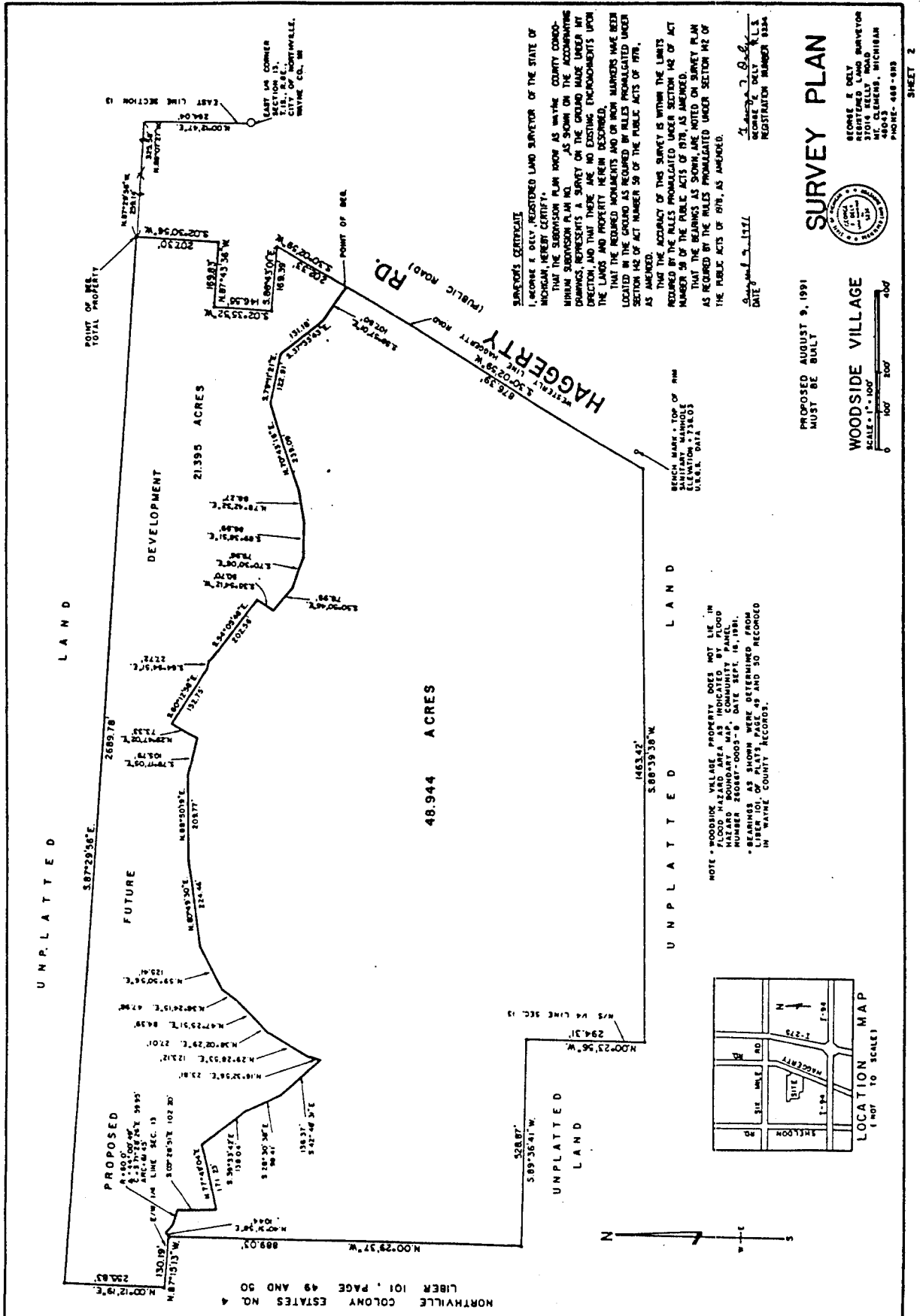
PROPERTY DESCRIPTION
PART OF SECTION 13, T. 2S., R. 1E., NORTHVILLE TOWNSHIP, WAYNE COUNTY,
MICHIGAN, BEING DESCRIBED AS: COMMENCING AT THE EAST CORNER OF
SAID SECTION 13; THENCE S. 0° 17' 41" E., 264.04 FEET ALONG THE EASTERN
LINE OF SAID SECTION 13; THENCE S. 89° 01' 27" W., 325.38 FEET; THENCE
S. 87° 01' 54" W., 238.14 FEET; THENCE S. 0° 07' 30" W., 271.20 FEET; THENCE
S. 89° 01' 54" W., 160.40 FEET; THENCE S. 0° 07' 30" W., 166.55 FEET; THENCE
S. 89° 01' 54" W., 160.39 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE
OF WAGGERT ROAD; THENCE ALONG THE WESTERN RIGHT-OF-WAY LINE OF
WAGGERT ROAD, S. 2° 00' 00" W., 200.20 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WESTERN RIGHT-OF-WAY LINE, S. 2° 00' 00" W.,
816.39 FEET; THENCE S. 89° 01' 54" W., 160.42 FEET; THENCE S. 0° 07' 30" W.,
284.31 FEET; THENCE S. 89° 01' 54" W., 528.87 FEET; THENCE S. 0° 07' 30" W.,
160.00 FEET TO A POINT ON THE EAST-ALST LINE OF SECTION 13; THENCE
S. 89° 01' 54" W., 160.40 FEET; THENCE S. 0° 07' 30" W., 166.55 FEET; THENCE
S. 89° 01' 54" W., 160.39 FEET; THENCE S. 0° 07' 30" W., 271.20 FEET; THENCE
S. 87° 01' 54" W., 238.14 FEET; THENCE S. 89° 01' 27" W., 325.38 FEET; THENCE
S. 0° 17' 41" E., 264.04 FEET ALONG THE EASTERN LINE OF SAID SECTION 13 TO
THE POINT OF BEGINNING, CONTAINING 40.34 ACRES AND SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.

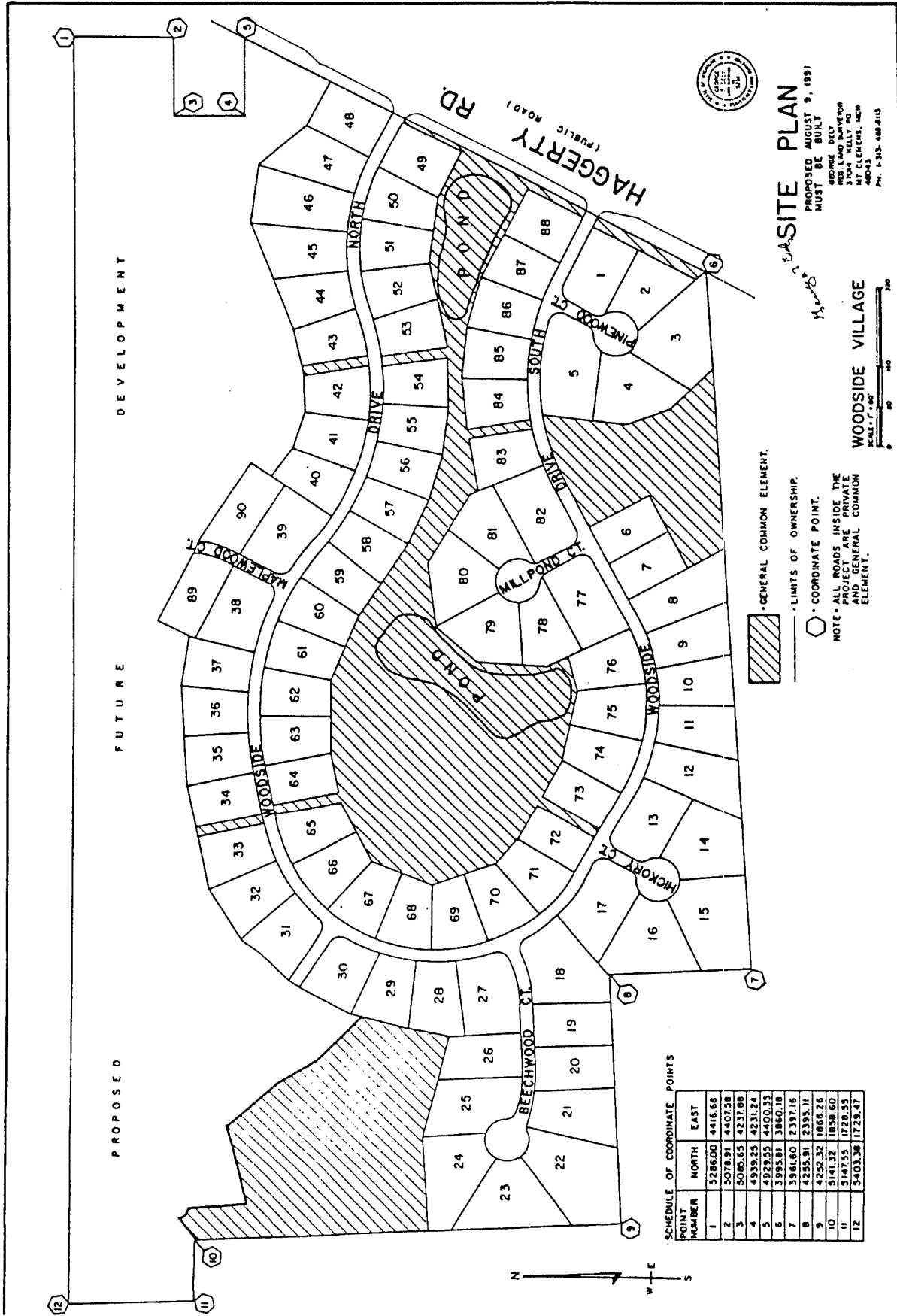
- SHEET INDEX
1. TITLE, DESCRIPTION.
 2. SURVEY PLAN.
 3. SITE PLAN.
 4. UTILITY PLAN.
 5. UNIT DIMENSIONS.
 6. UNIT DIMENSIONS.
 7. UNIT DIMENSIONS.
 8. SCHEDULE OF UNIT AREAS AND BUILDING GRIDS.
 9. METEOROLOGICAL.

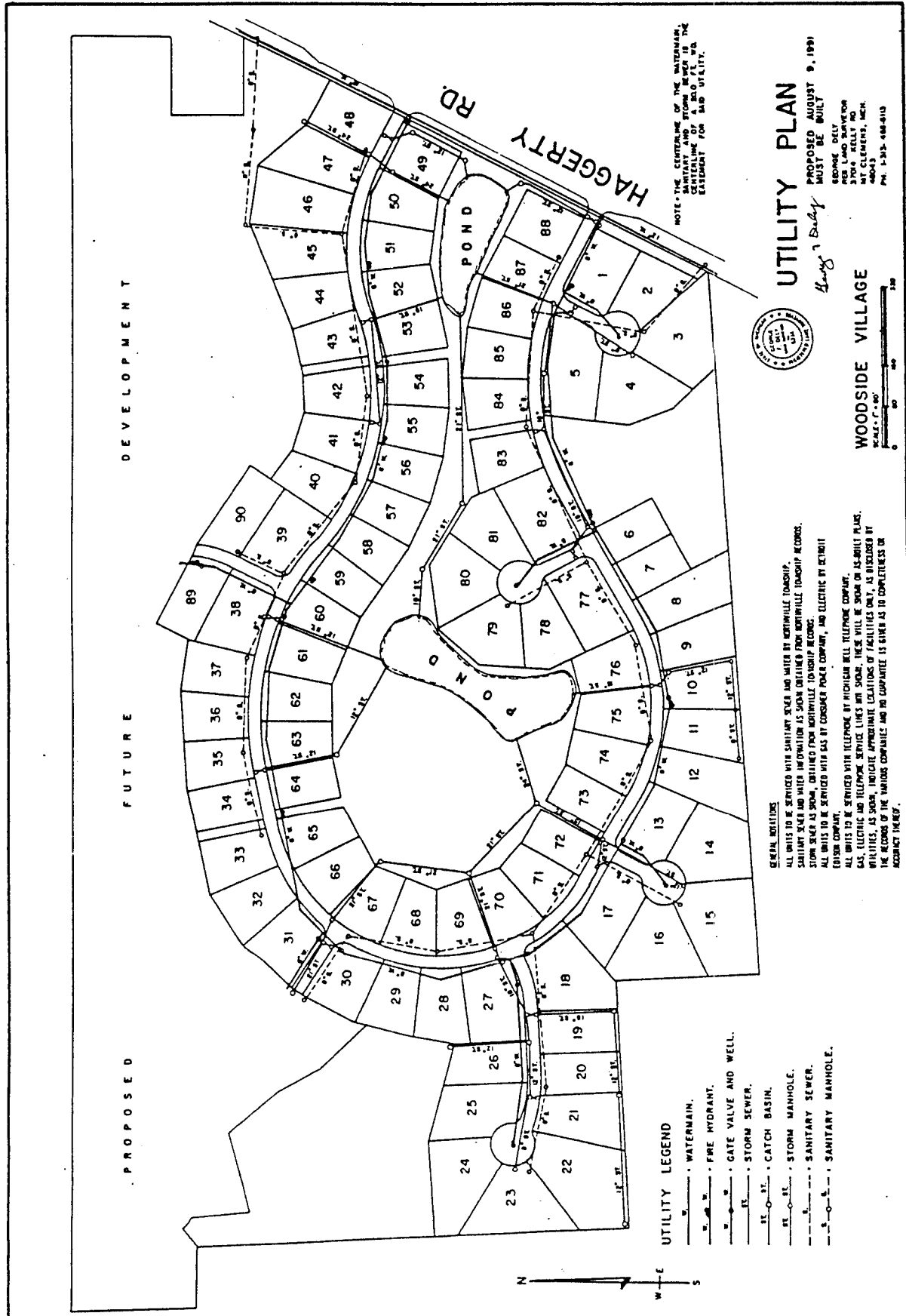


Handwritten signature/initials

PROPOSED AUGUST 9, 1991
MUST BE BUILT







UTILITY LEGEND

- WATERMAIN.
- FIRE HYDRANT.
- GATE VALVE AND WELL.
- STORM SEWER.
- CATCH BASIN.
- STORM MANHOLE.
- SANITARY SEWER.
- SANITARY MANHOLE.

GENERAL NOTES

ALL UNITS TO BE SERVED WITH SANITARY SEWER AND WATER BY NORTHVILLE TOWNSHIP.
 SANITARY SEWER AND WATER INFORMATION AS SHOWN OBTAINED FROM NORTHVILLE TOWNSHIP RECORDS.
 STORM SEWER AS SHOWN, OBTAINED FROM NORTHVILLE TOWNSHIP RECORDS.
 ALL UNITS TO BE SERVED WITH GAS BY CONSUMER POWER COMPANY, AND ELECTRIC BY DETROIT Edison COMPANY.
 ALL UNITS TO BE SERVED WITH TELEPHONE BY MICHIGAN BELL TELEPHONE COMPANY.
 GAS, ELECTRIC AND TELEPHONE SERVICE LINES NOT SHOWN. THESE WILL BE SHOWN ON AS-BUILT PLANS.
 UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY, AS DERIVED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF.

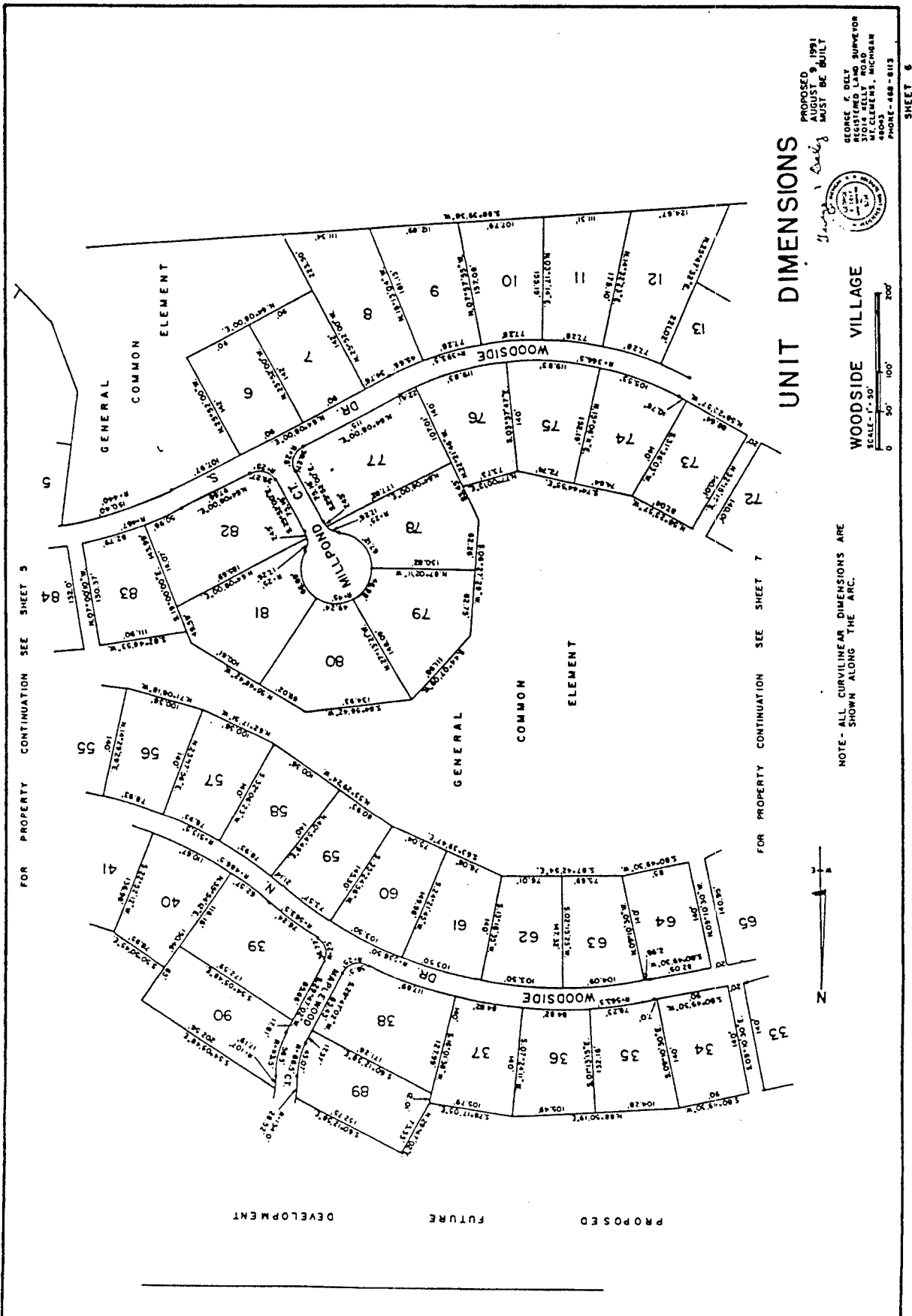


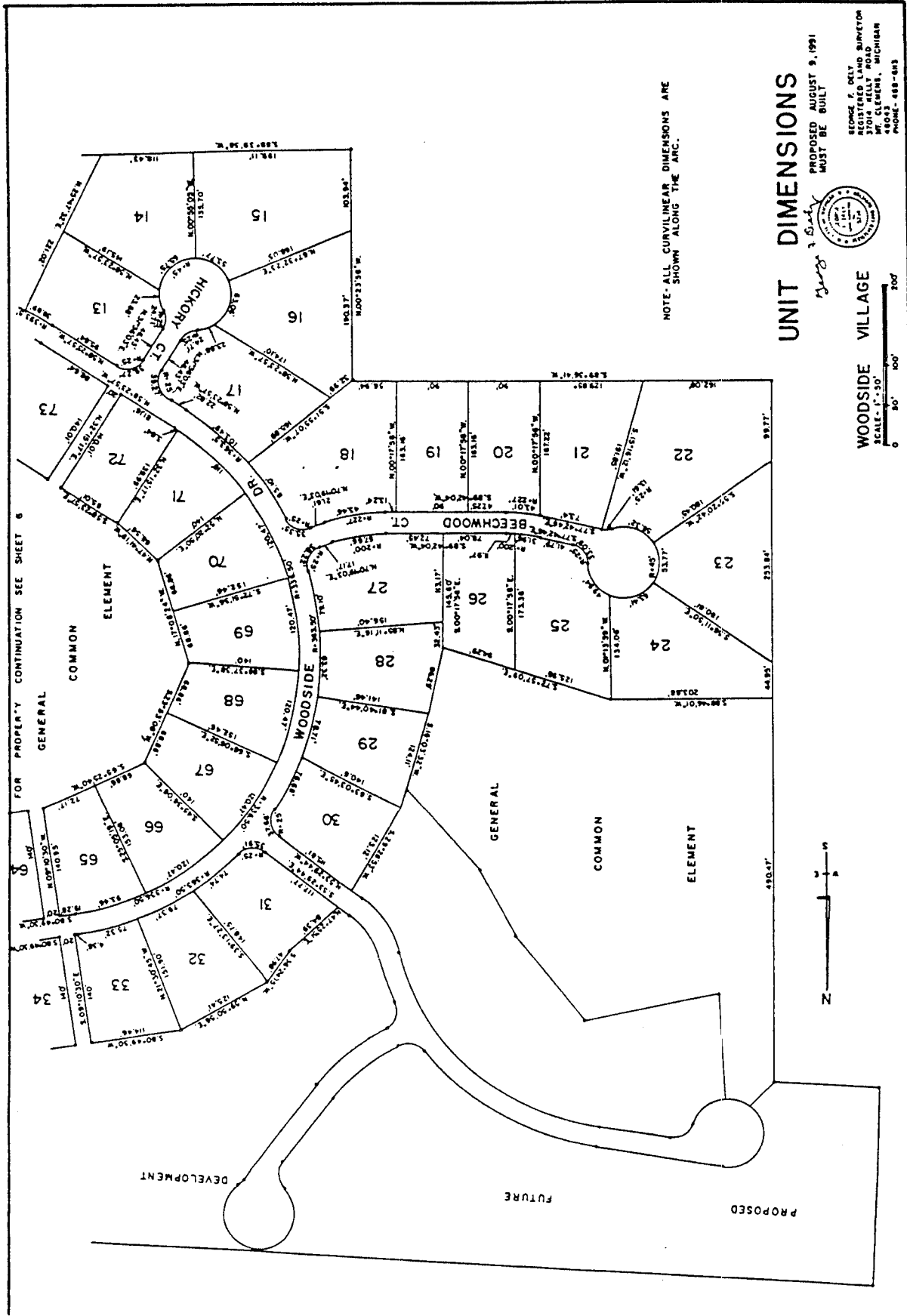
UTILITY PLAN

PROPOSED AUGUST 9, 1991
 MUST BE BUILT
 GEORGE DELY
 PROFESSIONAL ENGINEER
 37042 - MICHIGAN
 48043
 PH. 313-468-4110

WOODSIDE VILLAGE

SHEET





SCHEDULE OF UNIT AREAS IN SQUARE FEET
AND BUILDING GRADES ON U.S.G. DATA.

[illegible]

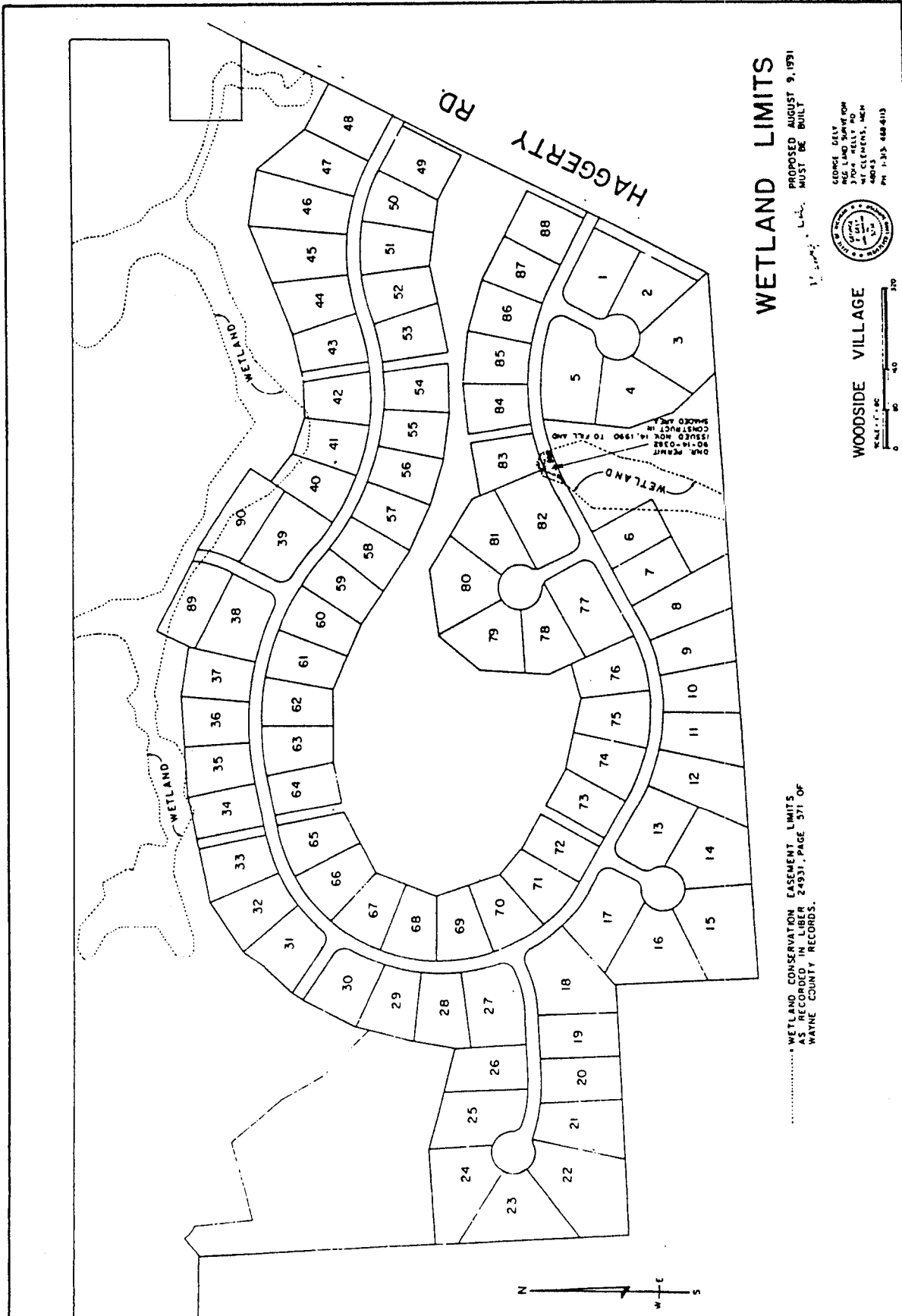
SCHEDULE OF UNIT AREAS AND BUILDING GRADES

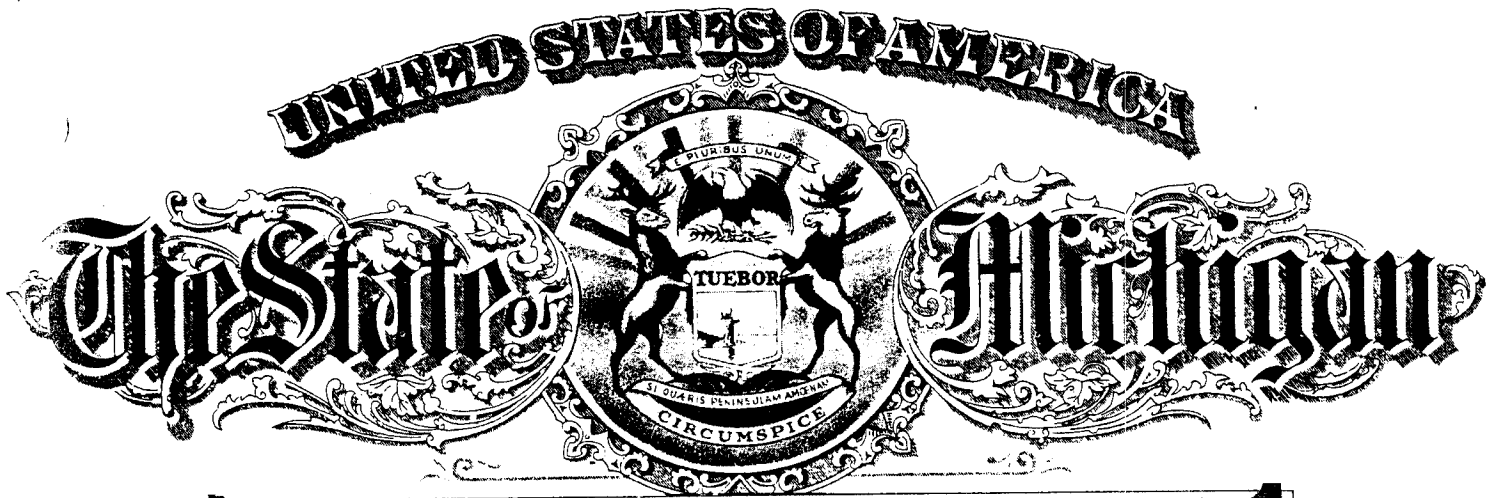
PROPOSED AUGUST 9, 1991
MUST BE BUILT



GEORGE F. DELY
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043
PHONE-468-6813

WOODSIDE VILLAGE





Lansing, Michigan

This is to Certify That Articles of Incorporation of

WOODSIDE VILLAGE CONDOMINIUM ASSOCIATION

were duly filed in this office on the 2ND day of JANUARY, 19 92,
in conformity with Act 162, Public Acts of 1982.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 2ND day
of JANUARY, 19 92.*

Carl L. Ison

CORPORATION AND SECURITIES BUREAU

Director

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

JAN 02 1992

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Date Received

DEC 27 1991

CORPORATION IDENTIFICATION NUMBER

865-419

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Woodside Village Condominium Association

ARTICLE II

The purpose or purposes for which the corporation is organized are:

See Attached Rider

ARTICLE III

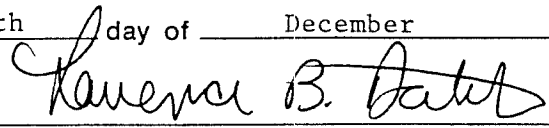
The corporation is organized upon a non-stock basis.
(stock or nonstock)

1. If organized on a stock basis, the total number of shares which the corporation has authority to issue is Not Applicable. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

) Article VI - See attached Rider
Article VII - See attached Rider

I (~~We~~), the incorporator(s) sign my (~~our~~) name(s) this 19th day of December, 1991.



Laurence B. Deitch

ARTICLE II

The purpose or purposes for which the corporation is organized are:

- (a) To manage and administer the affairs of and to maintain Woodside Village Condominium, a condominium project (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of the Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all

powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE VI

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

- (a) Each Co-Owner (including the Developer) of a Unit in the Condominium shall be a member of the corporation, provided, however, that no residential contractor or builder (other than the Developer) who purchases for resale shall be deemed a Co-Owner entitled to membership, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as his membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to any non-Co-Owner incorporator, who shall cease to be a member upon the qualification of membership of any Co-Owner and further excepting any residential contractor or builder who purchases a Unit for resale) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the county where the Condominium is located, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-Owner thereby becoming a member of the corporation, and the membership of the prior Co-Owner thereby being terminated. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE VII

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

WOODSIDE VILLAGE CONDOMINIUM ASSOCIATION

BY-LAWS

ARTICLE I

ADOPTION OF OTHER DOCUMENTS

SECTION 1. MASTER DEED. The Master Deed dated _____, 19____, and recorded in Liber _____, page _____, Wayne County Records, State of Michigan, as the same may be amended from time to time (the Master Deed and any amendments thereto hereinafter collectively referred to as the "Master Deed"), is hereby incorporated by reference and adopted in its entirety as part of the By-Laws of Woodside Village Condominium Association (hereinafter referred to as the "Association").

SECTION 2. ARTICLES OF INCORPORATION. The Articles of Incorporation of this Association filed with the Michigan Department of Commerce on January 2, 1992, are hereby incorporated by reference and adopted in their entirety as part of the By-Laws of this Association.

SECTION 3. WOODSIDE VILLAGE CONDOMINIUM BY-LAWS. The Woodside Village Condominium By-Laws (the "Condominium By-Laws") in the form and manner attached to the Master Deed are hereby incorporated by reference and adopted in their entirety as part of the By-Laws of this Association.

SECTION 4. DEFINITION OF TERMS. Capitalized terms used in these By-Laws and not otherwise defined herein, shall have the meanings ascribed to such terms in the Master Deed or Condominium By-Laws.

SECTION 5. CONFLICT OF TERMS AND PROVISIONS. In the event there exists any conflict among the terms and provisions contained within the Master Deed, the Articles of Incorporation, the Condominium By-Laws or these By-Laws, the terms and provisions of the following documents, in their stated order of priority, shall control: (i) the Master Deed; (ii) the Articles of Incorporation of this Association; (iii) the Condominium By-Laws; and (iv) these By-Laws.

ARTICLE II

REGISTERED OFFICE

SECTION 1. REGISTERED OFFICE. The registered office of the Association shall be in the City of Bloomfield Hills, County of Oakland, State of Michigan, or at such other registered office as the Board of Directors of the Association may determine from time to time.

ARTICLE III

MEMBERS

SECTION 1. MEMBERSHIP. Each Co-owner (including the Developer) of a Unit in the Condominium shall be a Member of the Association, provided, however, that no residential contractor or builder (other than the Developer) who purchases for resale shall be deemed a Co-owner entitled to membership, and no other person or entity shall be entitled to membership; except that a Co-owner shall be a Member of the Association until such time as his membership shall terminate, as herein-after provided. The term "Member" wherever used in these By-Laws shall be synonymous with the term Co-owner (as such term is defined in the Master Deed). Where the Co-owner is more than one (1) person or entity, said multiple owners shall be collectively one (1) Member, even though all of said Co-owners shall be jointly and severally liable for the assessments levied against the property collectively owned by said Co-owners.

SECTION 2. TERMINATION OF MEMBERSHIP. Membership in the Association (except with respect to any residential contractor or builder who purchases a Unit for resale) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the county where the Condominium is located, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Association (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium), the new Co-owner thereby becoming a Member of the Association and the membership of the prior Co-owner thereby being terminated. In the event of a sale of a Unit pursuant to land contract, the land contract vendee (other than a residential contractor or builder described above) shall be deemed the Co-owner and entitled to membership. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.

ARTICLE IV

MEETINGS OF THE MEMBERS

SECTION 1. PLACE OF MEETINGS. Meeting of the Members of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted

in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan

SECTION 2. ANNUAL MEETINGS. Subsequent to the first annual meeting to be held in accordance with Article XIII of the Condominium By-Laws, annual meetings of the Members of the Association shall, thereafter, be held in the month of March each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

SECTION 4. NOTICE OF MEETINGS. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association in accordance with the Condominium By-Laws shall be deemed notice served. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

SECTION 6. ORDER OF BUSINESS. The order of business at all meeting of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meeting or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of Members shall be chaired by the most senior officer of the Association present at such meeting. For purpose of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

SECTION 7. ACTION WITHOUT A MEETING. Any action which may be taken at a meeting of the Members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the Members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meeting of Members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The forum of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

SECTION 8. CONSENT OF ABSENTEES. The transactions at any meeting of Members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 9. MINUTES; PRESUMPTION OF NOTICE. Minutes or a similar record of the proceeding of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

SECTION 10. PARTICIPATION IN MEETING BY TELEPHONE. A Member may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other and each participant has been advised of the means of communication and the names of all other persons participating in the meeting. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

ARTICLE V

BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATION OF DIRECTORS. The Board of Directors shall be comprised of ^{not less than} three (3) ^{and not more than five (5)} members. All Directors must be Members of the Association or partners, trustees, employees or agents of Members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

SECTION 2. ELECTION OF DIRECTORS.

(a) First Board of Directors and Appointment of Non-developer Co-owners to the Board of Directors. The first Board of Directors, as designated by the Developer, is comprised of Milton B. Rotenberg, Scott R. Jacobson and Mark Applebaum, who shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board of Directors as set forth in Article XIII of the Condominium By-Laws.

(b) Election of Directors After the First Annual Meeting. Once the Co-owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of these By-Laws.

SECTION 3. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the

administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

SECTION 4. OTHER DUTIES. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the Members of the Association, the Board of Directors shall be responsible specifically for the following:

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

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

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

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with the Condominium Documents.

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

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

(k) To collect from each Co-owner his pro rata share of all assessments levied against the Association.

SECTION 5. VACANCIES. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to non-developer Co-owners having majority control may be filled only through election by non-developer Co-owners.

SECTION 6. REMOVAL. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five (35%) percent requirement set forth in the Condominium By-Laws and shall not be reduced. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Directors selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

SECTION 7. FIRST MEETING. The first meeting of a newly elected Board of Directors shall be held within ten (10)

days of election at such place as shall be fixed by the Board of Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

SECTION 8. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

SECTION 9. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

SECTION 10. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board of Directors shall be deemed a waiver of notice by said Director of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

SECTION 12. FIRST BOARD OF DIRECTORS. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

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

SECTION 14. CONSENT OF DIRECTORS IN LIEU OF MEETING. Action required or permitted to be taken pursuant to authorization voted at a meeting of the Board of Directors then in office, may be taken without a meeting if, before or after the action, all members of the Board of Directors then in office consent thereto in writing. The written consents shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

SECTION 15. PARTICIPATION IN MEETING BY TELEPHONE. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

ARTICLE VI

NOTICES

SECTION 1. NOTICE. Notwithstanding anything herein contained to the contrary, whenever any notice or communication is required to be given to any Director or Member under any provision of the Act, the Articles of Incorporation, the Condominium By-Laws or these By-Laws, it may be given in writing, either by mail or land/air express courier service, addressed to such Director or Member, at the address designated by him or her for that purpose or, if none is designated, at his or her last known address. The notice or communication is given when deposited, with postage prepaid, in a post office or official depository under the exclusive care and custody of the United States postal service or in an appropriate depository for such land/air express courier service. The mailing shall be registered, certified or other first class mail, except where otherwise provided in the Act.

Notice may also be given orally in person or by telephone, telex, radiogram or cablegram, and such notice shall be deemed to be given when the recipient receives the notice personally, by telephone or when the notice, addressed as provided above, has been delivered to the company, or to the equipment transmitting such notice. Neither the business to be transacted at, nor the purpose of, a regular or special meeting of the Members need be specified in the notice of the meeting, except as provided by the Act, the Condominium By-Laws or these By-Laws.

SECTION 2. WAIVER OF NOTICE. When, under the Act or the Articles of Incorporation, the Condominium By-Laws or these By-Laws, or by the terms of an agreement or instrument, the Association or the Board of Directors may take action after notice to any person or after lapse of a prescribed period of time, the action may be taken without notice and without lapse of the applicable period of time, if at any time before or after the action is completed the person entitled to notice or to participate in the action to be taken or, in case of a Member, by his or her attorney-in-fact, submits a signed waiver of such requirements. Neither the business to be transacted at, nor the purpose of, a regular or special meeting of the Board of Directors or Members need be specified in the waiver of notice of the meeting, except as provided by the Act, the Condominium By-Laws or these By-Laws. Attendance of a person at a meeting constitutes a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

OFFICERS

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

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association,

including, but not limited to, the power to appoint committees from among the Members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

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

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

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

SECTION 3. REMOVAL. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of

such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. CONTRACTS, CONVEYANCES, ETC. When the execution of any contract, conveyance or other instrument has been authorized without specification of the executing officers, the President may execute the same in the name and on behalf of the Association and may affix the Association's seal thereto. The Board of Directors shall have power to designate the officers and agents who shall have authority to execute any instrument on behalf of the Association.

SECTION 2. SEAL. The Association may (but need not) have a seal. If the Board of Directors determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

SECTION 3. FISCAL YEAR. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year shall be subject to change by the Board of Directors for accounting reasons or other good cause.

SECTION 4. BANK. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest bearing obligations of the United States Government.

ARTICLE IX

AMENDMENTS

SECTION 1. AMENDMENTS. These By-Laws may only be amended in accordance with the provisions set forth in the Condominium By-Laws.

Dated: January 2, 1992

**FIRST AMENDMENT TO
MASTER DEED AND BYLAWS OF
WOODSIDE VILLAGE CONDOMINIUM**

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

This First Amendment of Master Deed and By-Laws ("First Amendment") is made and executed on this 30th day of January, 1992, by Woodside Associates, a Michigan co-partnership ("Developer"), whose address is 1400 Woodward Avenue, Suite 105, Bloomfield Hills, Michigan 48304, in accordance with the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act").

R E C I T A L S :

1. Developer established Woodside Village Condominium by recording a Master Deed dated August 28, 1991 (the "Master Deed"), with the Wayne County Register of Deeds on September 5, 1991, at Liber 25310, Pages 443 through 522, inclusive, (Wayne County Condominium Plan No. 308), which Master Deed includes as Exhibit A the By-Laws of Woodside Village Condominium (the "By-Laws").

2. Developer desires to amend Section 2.12 of the By-Laws, to clarify the obligation of individual Unit Owners pursuant to Section 131 of the Act, with respect to Special Assessment District No. 13, established by Northville Township.

3. Developer has the right to execute and record this First Amendment, without the consent of any Owner or any other person, pursuant to Article X of the Master Deed and Article VIII of the By-Laws.

NOW, THEREFORE, the Master Deed and By-Laws, are hereby amended as follows:

A. Section 2.12 of the By-Laws is hereby amended in its entirety to read as follows:

2.12 Special Assessment District No. 13. The Condominium Premises and the Area of Future Development are each included within and are subject to special sewer assessments for Special Assessment District No. 13 of Northville Township. Pursuant to Section 131 of the Act, the special assessments shall be assessed against the individual Units, as set forth in the special assessment rolls of Northville Township.

92039865

FOREST E. JOHNSON
REGISTER OF DEEDS
WAYNE COUNTY, MI

92 MAR -3 AM 11:55

25
142
7

B. To the extent not modified by this First Amendment, all of the provisions of the Master Deed and By-Laws of Woodside Village Condominium are hereby ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, Developer has entered into this First Amendment to Master Deed and By-Laws on the date first above written.

WITNESS:

WOODSIDE ASSOCIATES, a Michigan co-partnership

By: Norprop Limited Partnership,
a Michigan limited partnership,
its Managing Partner

By: Milton P. Rotenberg
Milton P. Rotenberg
Its: General Partner

Linda L. Cornelli
Linda L. Cornelli
Steven Fischer
Steven Fischer

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

30th The foregoing instrument was acknowledged before me this day of January, 1992, by Milton P. Rotenberg, as General Partner of Norprop Limited Partnership, the Managing Partner of Woodside Associates, a Michigan co-partnership.

Linda L. Cornelli
Notary Public

LINDA L. CORNELLI
Notary Public, Oakland County, MI
My Commission Expires July 26, 1992

Drafted by:
Mark S. Cohn, Esq.
Seyburn, Kahn, Ginn, Bess,
Howard and Deitch, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

When recorded return to:

Milton P. Rotenberg
1400 Woodward Avenue
Suite 105
Bloomfield Hills, MI 48304

**SECOND AMENDMENT TO MASTER DEED
WOODSIDE VILLAGE CONDOMINIUM
(Act 59, Public Acts of 1978, as amended)**

LI 27272 PA 674

Much This Second Amendment to Master Deed is made and executed on this 27th day of _____, 1994 by WOODSIDE ASSOCIATES, a Michigan co-partnership, hereinafter referred to as "Developer," whose office is situated at 1400 Woodward Avenue, Suite 105, Bloomfield Hills, Michigan 48304, 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."

W I T N E S S E T H

WHEREAS, on the 5th day of September, 1991, Developer established Woodside Village Condominium by the recording of a Master Deed dated August 28, 1991 and recorded on September 5, 1991 in Liber 25310, pages 443 through 522, in the records of the Wayne County Register of Deeds Office, Wayne County Condominium Subdivision Plan No. 308, (hereinafter referred to as "Master Deed"), as amended by a First Amendment to Master Deed dated January 30, 1992 and recorded March 30, 1992 at Liber 25606, pages 099 through 100, in the records of the Wayne County Register of Deeds Office; and

WHEREAS, Developer desires to amend the Master Deed to give effect to a proposed expansion of the condominium by twenty-seven (27) Units thereby increasing the total size of the condominium to one hundred seventeen (117) Units ("Second Amendment"); and

WHEREAS, the Second Amendment may be made pursuant to Article VI of the Master Deed.

NOW, THEREFORE, the Master Deed of Woodside Village Condominium is hereby amended as follows:

(1) Article II of the Master Deed of Woodside Village Condominiums is hereby amended in its entirety to read as follows:

ARTICLE II

LEGAL DESCRIPTION

Part of Section 13, T.1S., R.8E., Northville Twp., Wayne County, Michigan, being described as: Commencing at the E. 1/4 corner of said Section 13; thence N.00°12'47"E., 264.04 feet along the Easterly line of said Section 13; thence N.88°07'27"W., 325.58 feet; thence N.87°29'56"W., 259.14 feet to the point of beginning; thence S.02°30'56"W., 207.30 feet; thence N.87°43'36"W., 169.83 feet; thence S.02°35'52"W., 146.55 feet; thence S.86°43'01"E., 169.39 feet; thence along the Westerly right-of-way line of Haggerty Road, S.30°02'59"W., 1078.73 feet; thence S.88°39'38"W., 1463.42 feet to a point on the North-South 1/4 line of said Section 13; thence along said North-South 1/4 line N.00°23'56"W., 294.31 feet; thence S.89°36'41"W., 528.87 feet; thence N.00°29'37"W., 889.03 feet to a point on the East-West 1/4 line of Section 13, T.1S., R.8E., thence along said East-West 1/4 line N.87°15'13"W., 130.19 feet; thence N.00°12'19"E., 255.83 feet; thence S.87°29'56"E., 2689.78 feet to the point of beginning.

Containing 70.339 acres, together with and subject to: (a) all easements and restrictions of record and all governmental limitations, and (b) a Planned Residential Unit Development Agreement dated May 15, 1990 recorded at Liber 24810, Page 793, Wayne County Records, as the same may be amended from time to time and further subject to the rights of the public in any public right-of-way.

This is to certify that there are no liens or titles or
 and this is hereby amended in 1993 YEARS prior
 property and that taxes are paid to 1993 not exami
 date of this instrument EXCEPT 1993 not exami
1993 not exami

No. 27

WAYNE COUNTY TREAS

Date 3-31-94 Clerk Smith

EXAMINED AND APPROVED

3/30/4:

1110-A/12/12

DANIEL P. IANE

PLAT ENGINEER

05-31-94

1	12.00
---	-------

LI 27272 PA 675

(2) Article V, of the Master Deed of Woodside Village Condominium is hereby amended in its entirety to read as follows:

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Units. Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision Plan Replat No. 1 of WOODSIDE VILLAGE CONDOMINIUM as prepared by George F. Dely, Registered Land Surveyor, and attached hereto as Exhibit "B." Each Unit shall consist of the space located within the Unit boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Developer or, upon assignment, the Association shall have the right, in its sole discretion, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article IX below.

5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that Percentages of Value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The resulting percentages shall total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of the administration and the value of each Co-owner's vote at meetings of the Association. The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the Co-owners expressed in an amendment to this Master Deed, fully approved and recorded, except as provided in Article VI hereof, and except as expressly provided below with regard to Units 89 and 90.

Notwithstanding anything to the contrary set forth herein, the calculation of Percentages of Value and the allocation of various responsibilities and ownership rights shall be on the basis of one hundred fifteen (115) Units even though the Condominium Subdivision Plan shows that the Condominium consists of one hundred seventeen (117) Units since Units 89 and 90 are unbuildable due to wetlands restrictions. Moreover, the Developer shall have the option to convey legal title to Units 89 and 90 to the Association in which event those Units shall become part to the General Common Elements. If, in the future, such Units become buildable due to a change in applicable governmental regulations then, and in that event, prospective adjustments to the Percentages of Value will be made to include one hundred seventeen (117) Units in all relevant calculations hereunder it being understood, however, that the Percentages of Value shall always remain equal.

(3) Article VII of the Master Deed of Woodside Village Condominium is hereby deleted in its entirety.

(4) To the extent not modified by this Second Amendment, all of the provisions of the Master Deed, First Amendment to Master Deed and By-Laws of Woodside Village Condominium are hereby ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, Developer has entered into this Second Amendment to Master Deed and By-Laws on the date first above written.

WITNESS:

WOODSIDE ASSOCIATES, a Michigan co-partnership

By: Norprop Limited Partnership,
a Michigan-limited partnership,

Its: Managing Partner

By: Milton P. Rotenberg
Its: General Partner

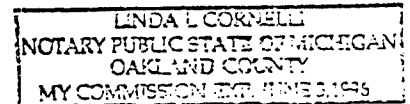
Linda L. Cornelli
Linda L. Cornelli

Mark S. Applebaum
Mark S. Applebaum

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS

The foregoing instrument was acknowledged before me this 29th of March, 1994, by Milton P. Rotenberg, as General Partner of Norprop Limited Partnership, the Managing Partner of Woodside Associates, a Michigan co-partnership.

Linda L. Cornelli
Notary Public



Drafted by:

When recorded return to:

Milton P. Rotenberg
1400 Woodward Avenue
Suite 105
Bloomfield Hills, MI 48304

Milton P. Rotenberg
1400 Woodward Avenue
Suite 105
Bloomfield Hills, MI 48304

ACTING IN WAYNE COUNTY

REPLAT NO. 1
WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN No. 308
EXHIBIT B TO THE AMENDED MASTER DEED OF
WOODSIDE VILLAGE
NORTHVILLE TOWNSHIP,
WAYNE COUNTY, MICHIGAN.

DEVELOPER
WOODSIDE ASSOCIATES
A MICHIGAN CO-PARTNERSHIP
1400 WOODWARD AVE.
SUITE 105
BLOOMFIELD HILLS, MICHIGAN
48304

SURVEYOR
GEORGE F. DELY
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043

UNIT PROPERTY DESCRIPTION

PART OF SECTION 15, T. 15, N. 42E., NORTHVILLE TWP., WAYNE COUNTY, MICHIGAN, BEING DESCRIBED AS: COMMENCING AT THE E. 1/4 CORNER OF SAID SECTION 15; THENCE N. 0° 12' 30" E., 764.00 FEET ALONG THE EASTERN LINE OF SAID SECTION 15; THENCE N. 89° 52' 30" W., 225.50 FEET; THENCE N. 89° 52' 30" W., 729.11 FEET TO THE POINT OF BEGINNING; THENCE S. 02° 30' 56" W., 207.20 FEET; THENCE N. 89° 52' 30" W., 109.83 FEET; THENCE S. 02° 30' 56" W., 105.55 FEET; THENCE S. 89° 52' 30" W., 109.25 FEET; THENCE ALONG THE WESTERN BOUNDARY OF SAID LINE OF BLOOMFIELD HILLS, 3.50 FEET; THENCE S. 89° 52' 30" W., 106.52 FEET TO A POINT ON THE WESTERN BOUNDARY OF SAID SECTION 15; THENCE ALONG SAID BOUNDARY LINE N. 0° 12' 30" E., 764.00 FEET; THENCE S. 89° 52' 30" W., 594.21 FEET; THENCE N. 0° 12' 30" E., 694.20 FEET TO A POINT ON THE EASTERN BOUNDARY OF SECTION 15, T. 15, N. 42E.; THENCE ALONG SAID EASTERN BOUNDARY LINE N. 0° 12' 30" E., 107.19 FEET; THENCE N. 0° 12' 30" E., 725.81 FEET; THENCE S. 89° 52' 30" W., 209.20 FEET TO THE POINT OF BEGINNING, CONTAINING 10,139 SQ. FT., AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SHEET INDEX

- "1. TITLE, DESCRIPTION.
- "2. SUBJECT PLAT.
- "3. SITE PLAN.
- "4. DEDICATION PLAN.
- "5. UNIT DIMENSIONS.
- "6. UNIT DIMENSIONS.
- "7. UNIT DIMENSIONS.
- "8. SCHEME OF UNIT AREAS AND BUILDING CHARTS.
- "9. WETLAND LIMITS.

NOTE:

THE ASTERISK (*) INDICATES OWNED SHEETS WHICH ARE REVISED AND DATED JULY 21, 1991. THESE SHEETS WITH THIS SUPPLEMENT ARE TO BE KEPT ON SETTLING SHEETS FOR RECORDS.

EXAMINED AND APPROVED

DATE 3/30/94

BY W.D. A/L/L

DANIEL P. LANE
PLAT ENGINEER



PROPOSED FEB. 21, 1994
MUST BE BUILT

[illegible]

UNPLATEO

L A N D

70.339 ACRES

UNPLATTED
LAND

UNPLATTED LAND

* REAIDINGS AS SHOWN WERE DETERMINED FROM LUMPY 101, PL. 113, PAGE 45 AND 30 RECORDED IN WAYNE COUNTY RECORDS.

BENCH MARK - TOP OF
SANITARY MANHOLE
ELEVATION - 736.03
U.S.G.S. DATA

WESTERN LINE HAGGERTY ROAD
S. 30° 02' 39" E
HAGGERTY
(PUBLIC ROAD) RD.

SUPREMACY CERTIFICATE

1. GENERAL. DELIVERED FOR LAND SURVEYOR OF THE STATE OF MICHIGAN HERIN CERTIFY:

THAT THE SUBDIVISION PLAIN NOW AS WITH THE COUNTY CORPO-
RATION SUBDIVISION PLAIN NO. 100 AS SHOWN ON THE ACCOMPANYING
ORDNANCE REPRESENTS A SURVEY OF THE EXISTING CIRCUMSTANCES UNDER
DIRECTION AND THAT THERE ARE NO EXISTING CIRCUMSTANCES UNDER
THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MEASUREMENTS AND OR HOW MATTERS WERE BEING
LOCATED IN THE GROUP AS REQUIRED BY RULES PROMULGATED UNDER
SECTION 42 OF ACT NUMBER 39 OF THE PUBLIC ACTS OF 1919,
AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS
REQUIRED BY THE RULES PROMULGATED UNDER SECTION 42 OF ACT
NUMBER 39 OF THE PUBLIC ACTS OF 1919, AS AMENDED.

THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLANS
AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 42 OF
THE PUBLIC ACTS OF 1919, AS AMENDED.

FEB. 21, 1994
DATE




REGISTRATION NUMBER 0134

SURVEY PLAN

PROPOSED FEB. 21, 1994
MUST BE BUILT

WOODSIDE VILLAGE

SCALE = 1" = 100'



0 100' 200' 400'

GEORGE F. DELY
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043
PHONE-488-8113

SCHEDULE OF COORDINATE POINTS

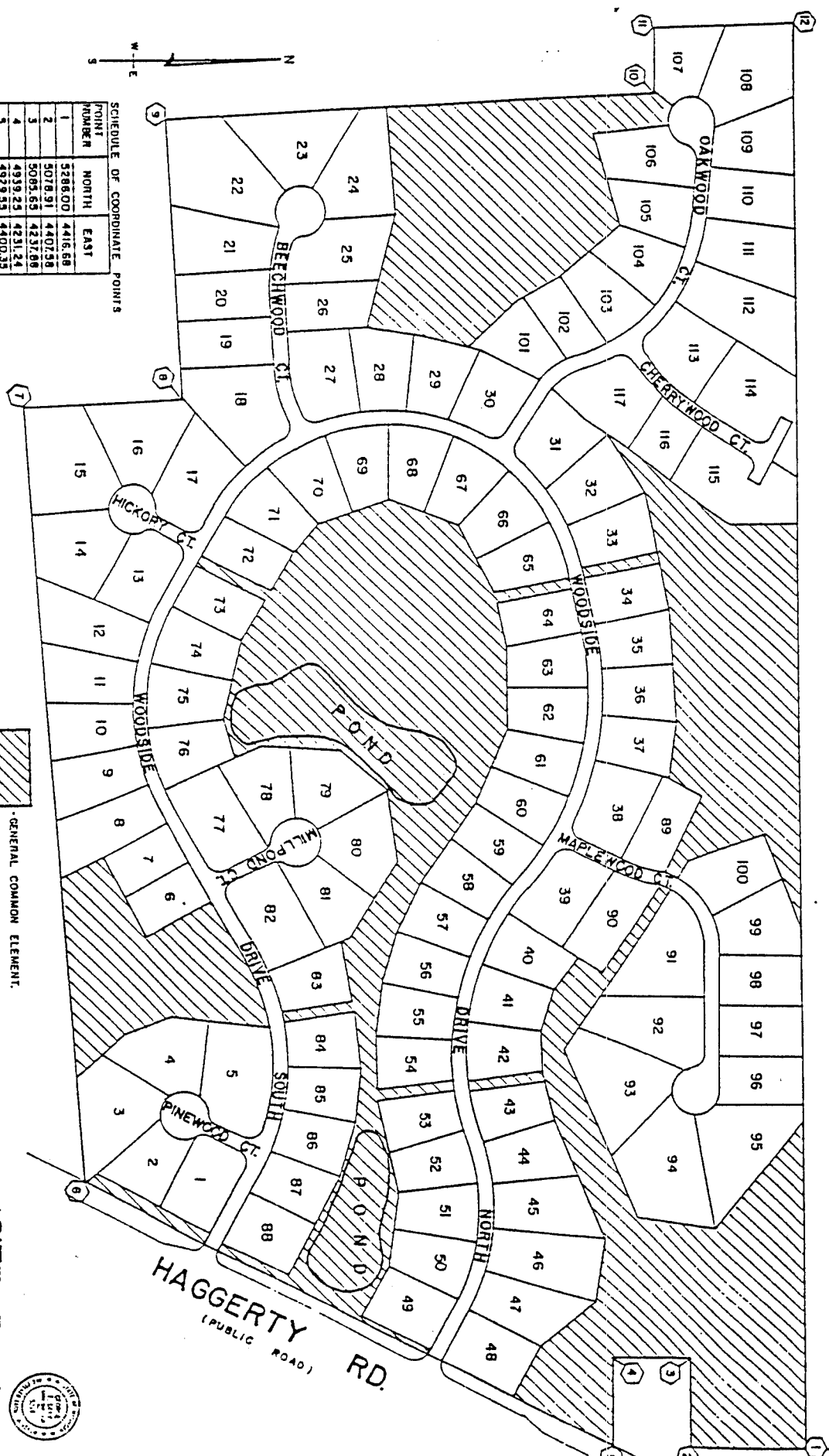
POINT NUMBER	NORTH	EAST
1	5286.00	4416.68
2	5078.91	4402.58
3	5065.65	4237.88
4	4959.25	4231.24
5	4929.35	4400.35
6	3995.81	3860.18
7	3961.80	2397.16
8	4255.91	2395.11
9	4252.32	1866.26
10	3411.32	1866.26
11	3411.35	1768.35
12	3403.38	1729.47

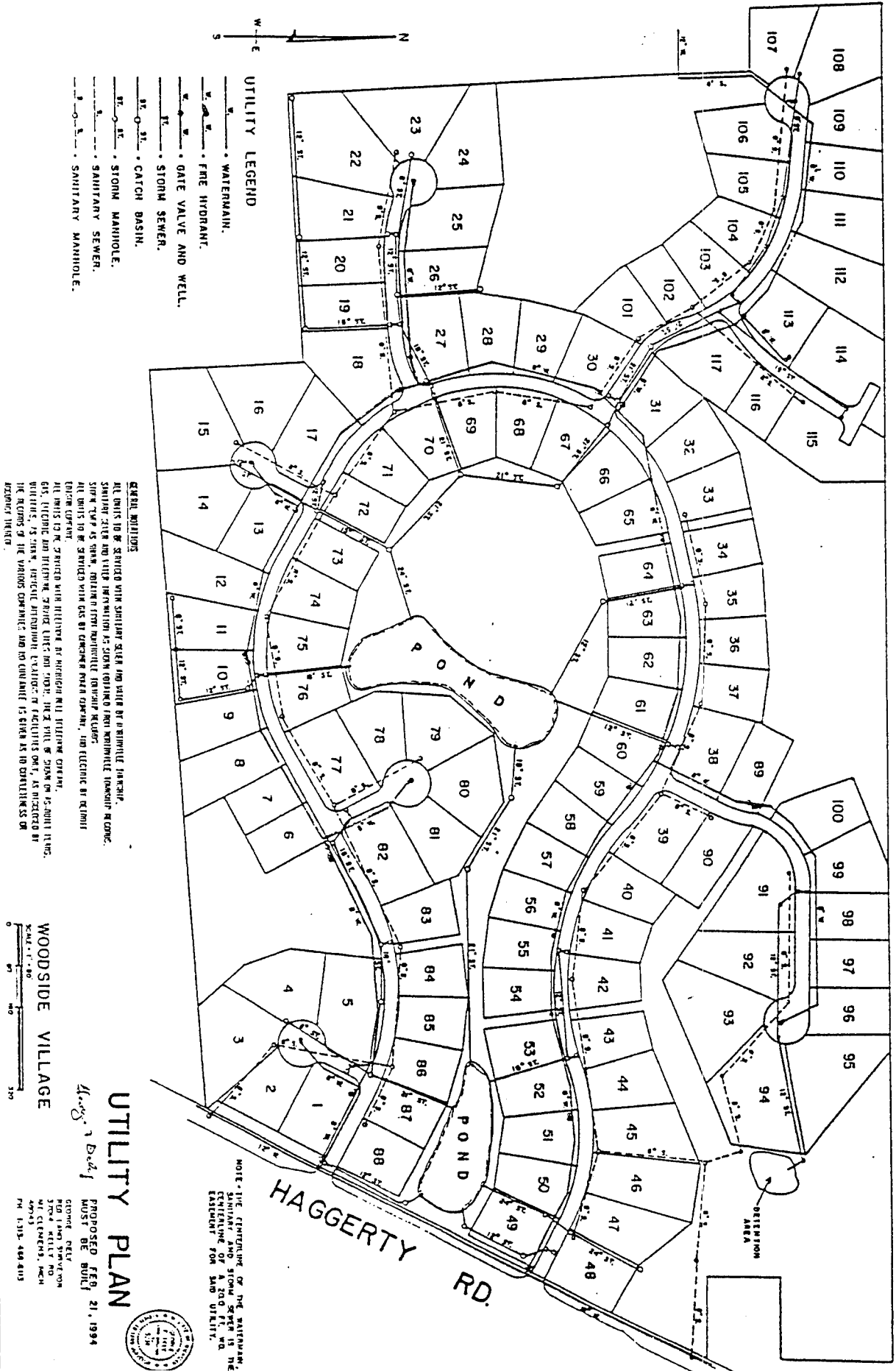
- LIMITS OF OWNERSHIP.

 - COORDINATE POINT.
 NOTE - ALL ROADS INSIDE THE PROJECT ARE PRIVATE AND GENERAL COMMON ELEMENT.

WOODSIDE VILLAGE

DASI SITE PLAN
 PROPOSED FEB. 21, 1994
 MUST BE BUILT
 HOME DEVELOPER
 3204 STILL RD.
 WILMINGTON, NC 28403
 PH. 1-312-488-4118





UTILITY LEGEND

- WATERMAIN.
- FIRE HYDRANT.
- GATE VALVE AND WELL.
- STORM SEWER.
- CATCH BASIN.
- STORM MANHOLE.
- SANITARY SEWER.
- SANITARY MANHOLE.

GENERAL NOTES

ALL LOTS TO BE SERVED WITH SANITARY SEWER AND WATER BY DUBLIN CITY COUNCIL.
 SANITARY SEWER AND WATER INFRASTRUCTURE TO BE PROVIDED BY DUBLIN CITY COUNCIL.
 STORM SEWER AND WATER INFRASTRUCTURE TO BE PROVIDED BY DUBLIN CITY COUNCIL.
 ALL LOTS TO BE SERVED WITH GAS BY DUBLIN CITY COUNCIL.
 ALL LOTS TO BE SERVED WITH ELECTRICITY BY DUBLIN CITY COUNCIL.
 ALL LOTS TO BE SERVED WITH TELEPHONE BY DUBLIN CITY COUNCIL.
 GAS, ELECTRIC AND TELEPHONE SERVICE LINES AND POLES, AND ALL OTHER UTILITIES, TO BE PROVIDED BY THE RELEVANT UTILITY COMPANIES AND TO BE INSTALLED AT THE RELEVANT UTILITY COMPANIES' EXPENSE.
 THE RELEVANT UTILITY COMPANIES TO BE DETERMINED BY THE RELEVANT UTILITY COMPANIES.

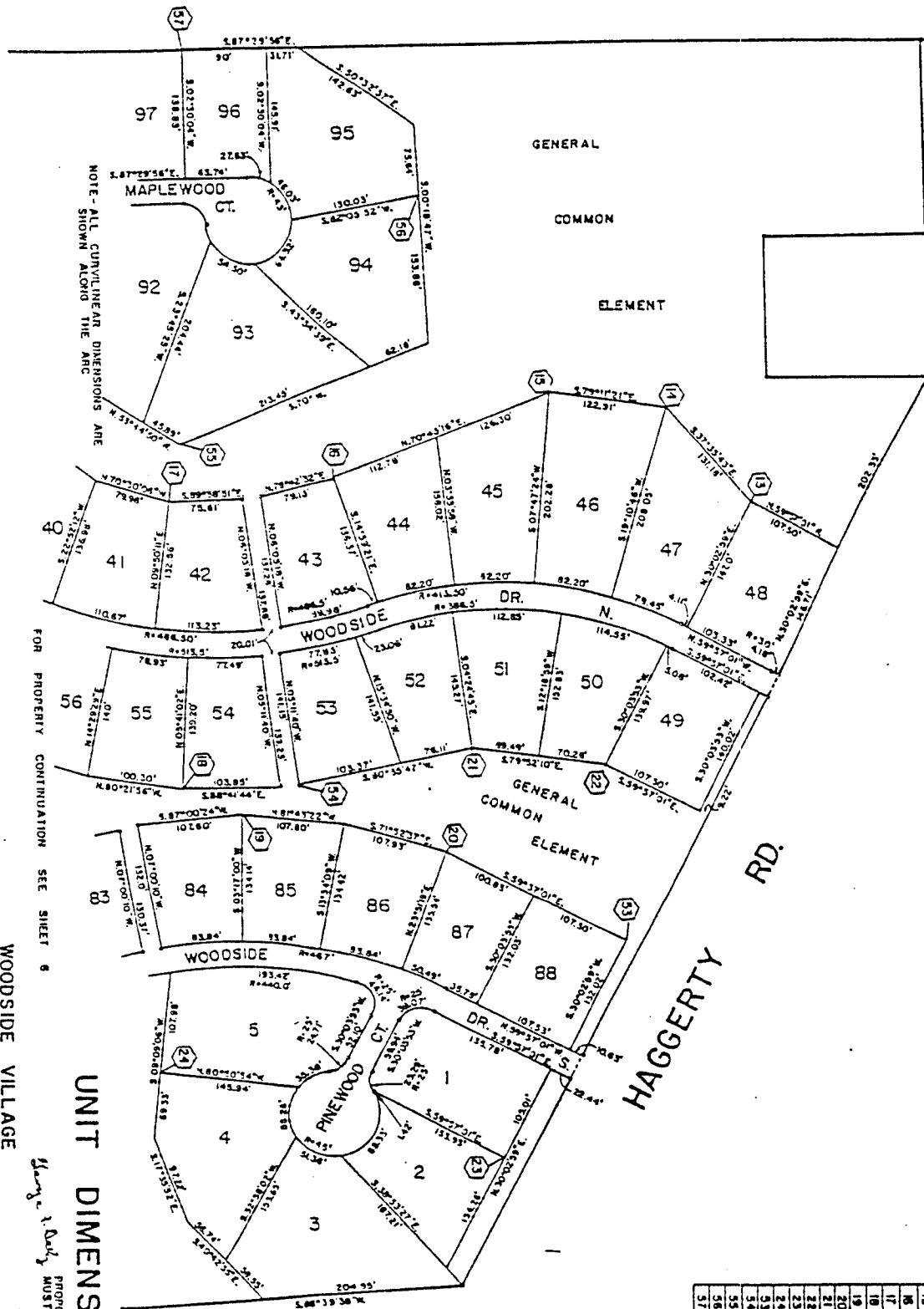
UTILITY PLAN

Proposed by David J.

PROPOSED FEB. 21, 1994

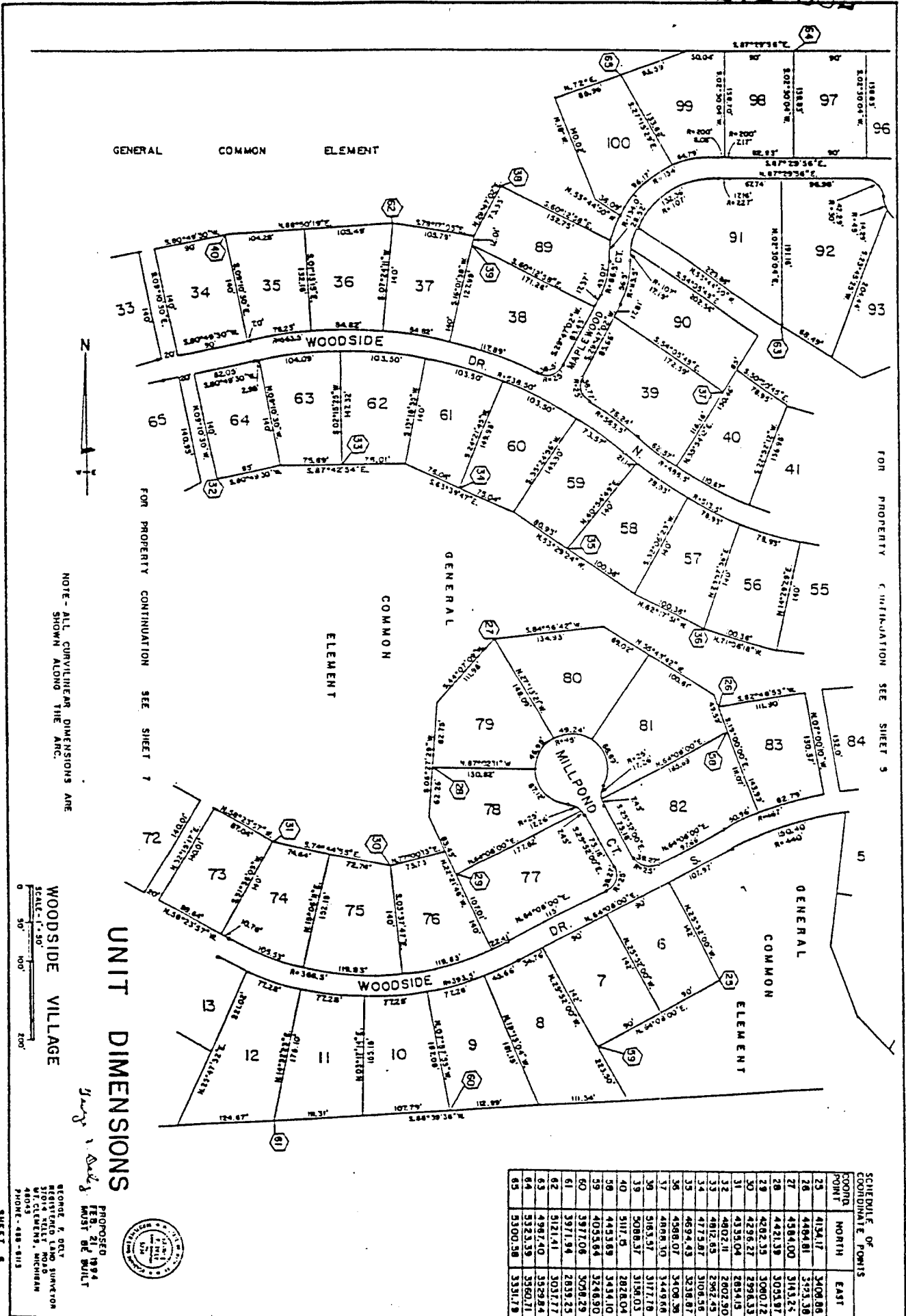
WOODSIDE VILLAGE

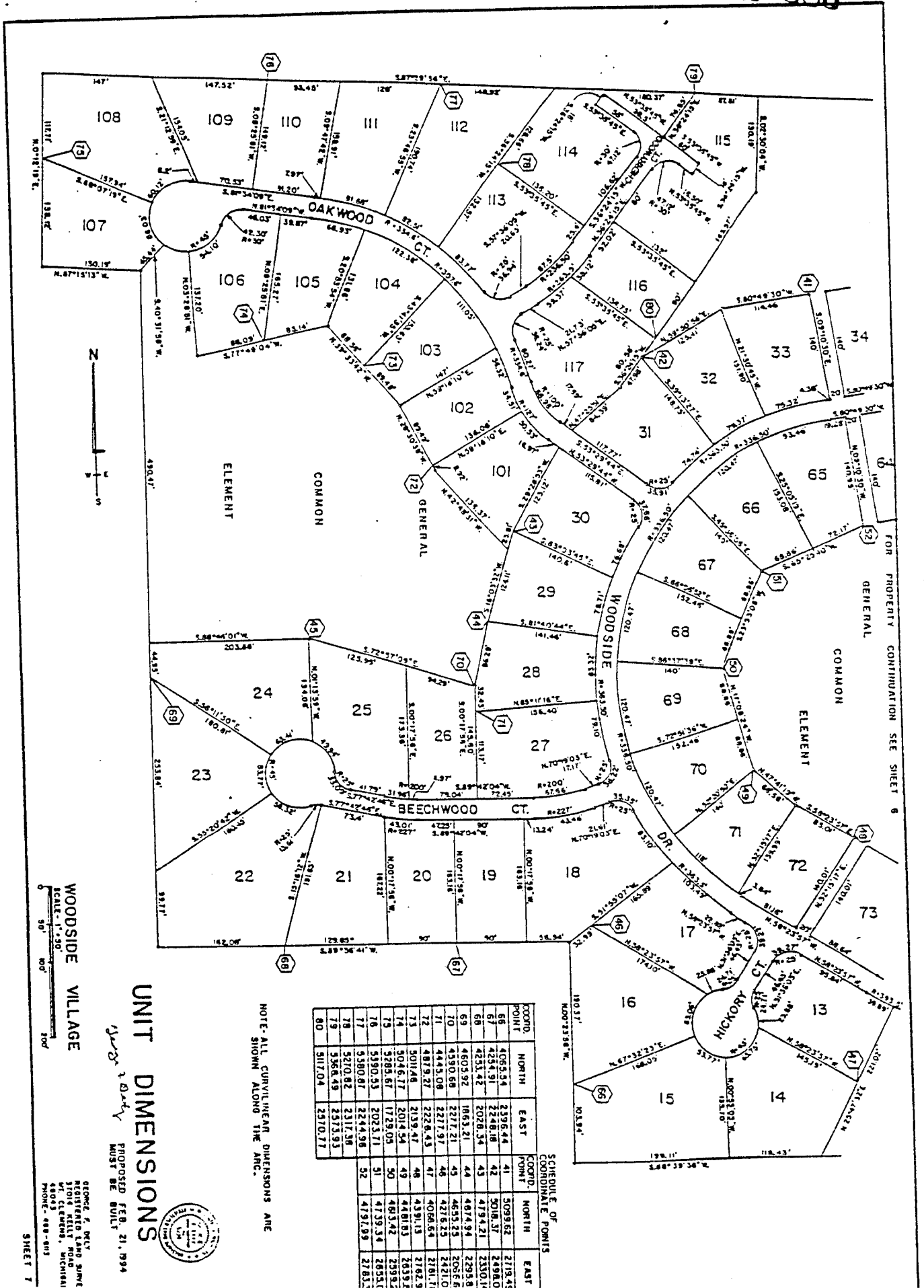




SOUTHLINE OF		SOUTHLINE OF	
POINT	NORTH	EAST	POINT
13	4808.23	4208.98	13
14	4912.17	4121.90	14
15	4935.23	4004.22	15
16	4958.29	3778.54	16
17	4939.34	3606.39	17
18	4938.78	3602.21	18
19	4908.82	3664.46	19
20	4928.89	3870.71	20
21	4953.44	3903.89	21
22	4941.08	4040.18	22
23	4930.74	3912.31	23
24	4935.32	3984.72	24
25	4935.31	4081.04	25
26	4936.32	3728.13	26
27	4899.76	3622.08	27
28	5142.89	3881.93	28
29	5319.47	3950.82	29







WOODSIDE VILLAGE
 PLAT 17-40
 6" = 50'
 1" = 100'

GEORGE F. DEY
 REGISTERED LAND SURVEYOR
 48043
 PHONE: 444-4015

SHEET 7

UNIT DIMENSIONS
 Proposed Feb. 21, 1994
 MUST BE BUILT



SCHEDULE OF UNIT AREAS IN SQUARE FEET
AND BUILDING GRADES ON U.S.G.S. DATA.

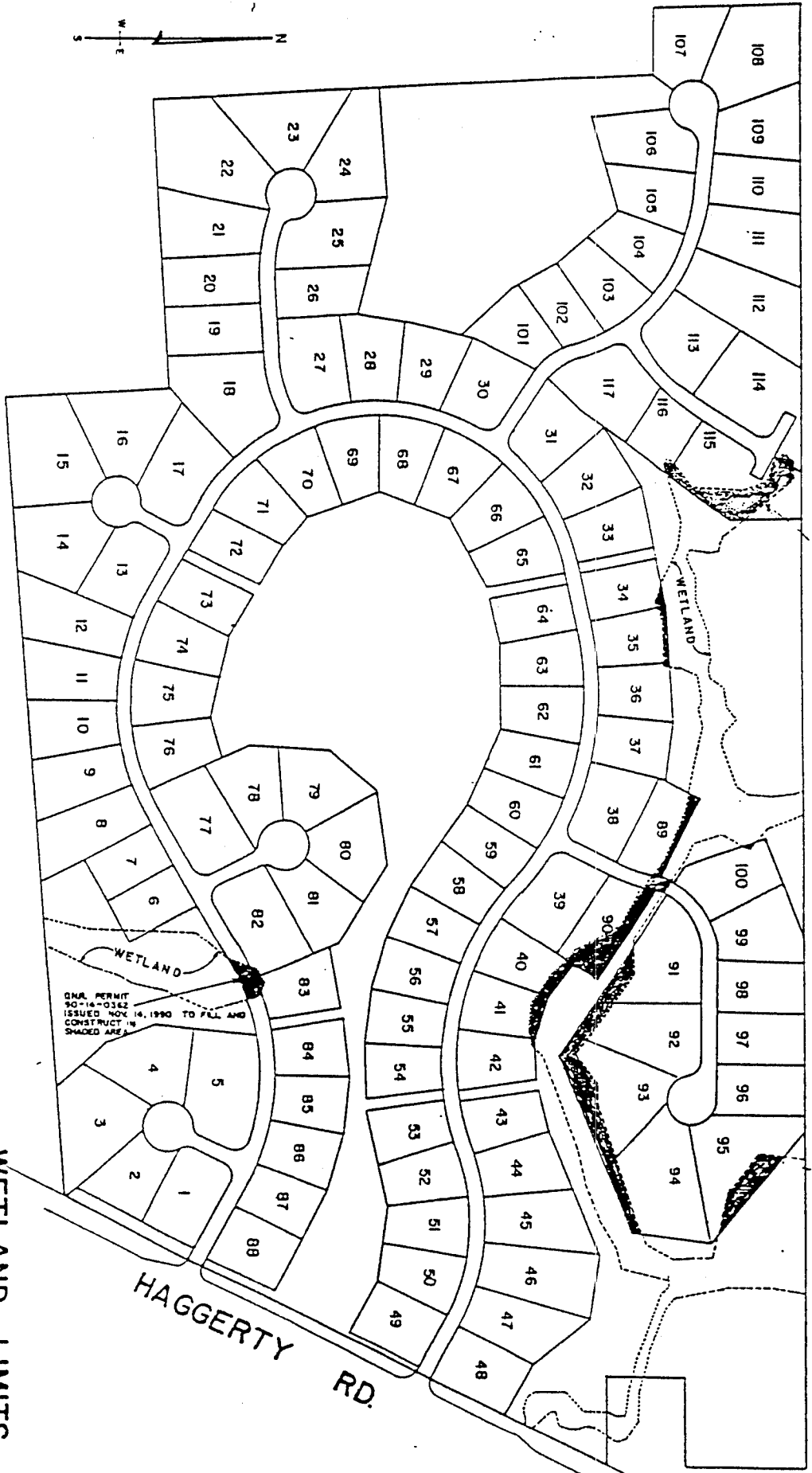
UNIT NUMBER	AREA SQ. FT.	BUILDING GRADE	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
1	11026	741.0	14367	10348	14990	14035	13214	15633	15076	14111	12600	12748	12795	13208	17710	18398	13675	12970	12838	12403	13927	17633	20796	17396	15002	15049	13370
2	14547	741.0	751.5	751.5	753.5	754.0	754.0	753.0	752.5	752.0	750.5	748.5	748.0	747.5	746.5	742.5	741.5	741.0	740.0	739.5	740.0	740.0	741.0	742.0	740.5	741.0	742.5
3	23512	741.5	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990	14990
4	19633	741.0	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035	14035
5	23217	741.0	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214	13214
6	12780	741.0	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633	15633
7	12779	742.0	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076	15076
8	18507	742.5	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111	14111
9	15663	742.5	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600	12600
10	14269	743.0	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748	12748
11	15233	743.5	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795	12795
12	18886	744.5	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208	13208
13	17772	746.0	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710	17710
14	20781	745.5	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398	18398
15	27041	746.5	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675	13675
16	22538	747.0	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970	12970
17	19834	747.5	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838	12838
18	23738	751.0	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403	12403
19	14664	751.0	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927	13927
20	14735	751.0	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633	17633
21	18340	751.0	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796	20796
22	28131	752.0	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396	17396
23	22467	752.5	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002	15002
24	21873	753.5	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064	14064
25	20268	753.0	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314	14314

SCHEDULE OF UNIT AREAS
AND BUILDING GRADES

PROPOSED FEB. 21, 1944
MUST BE BUILT

WOODSIDE VILLAGE

WETLAND CONSERVATION EASEMENT LIMITS
AS RECORDED IN LIBER 24931, PAGE 971 OF
WAYNE COUNTY RECORDS.



WOODSIDE VILLAGE



GEORGE D. BLY
REG. LAND SURVEYOR
3704 KELLY RD.
N. CLEMENS, MICH.
48063
TEL. (313) 466-4110

WETLAND LIMITS

PROPOSED FEB. 21, 1994.
MUST BE BUILT

DISCLOSURE STATEMENT

WOODSIDE VILLAGE CONDOMINIUM

Township of Northville
Wayne County, Michigan

DEVELOPER

Woodside Associates
1400 Woodward, Suite 105
Bloomfield Hills, Michigan 48304

(810) 646-0700

BUILDERS/SUCCESSOR DEVELOPERS

Woodside Building Associates
1400 Woodward, Suite 105
Bloomfield Hills, Michigan 48304

(810) 646-0700

Jacobson/Avon Joint Venture
32400 Telegraph, Suite 200
Bingham Farms, Michigan 48025-2460

(810) 642-4700

Arbor Development Company
2207 Orchard Lake Road
West Bloomfield, Michigan 48053

(810) 332-9500

Woodside Village Condominium is a 117-unit residential site condominium.

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

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

WOODSIDE VILLAGE CONDOMINIUMS

TABLE OF CONTENTS

	<u>PAGE</u>
I. INTRODUCTION	1
II. THE CONDOMINIUM CONCEPT	1
III. DESCRIPTION OF THE CONDOMINIUM PROJECT	2
A. General	2
B. Utilities	2
C. Roads	3
D. Reserved Rights Of Developer	3
IV. LEGAL DOCUMENTATION	4
A. General	4
B. Master Deed	4
C. Condominium Bylaws	5
D. Condominium Subdivision Plan	5
V. DEVELOPER AND ITS AFFILIATES	5
A. Developer's Background and Experience	5
B. Builders/Successor Developers	6
C. Affiliates	7
D. Legal Proceedings Involving the Condominium Project or the Developer	7
VI. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT	7
A. The Condominium Association	7
B. Percentages of Value	8
C. Project Finances	8
D. Condominium Association Management Contract	9
E. Insurance	9
F. Restrictions on Architectural and Building Specifications and Use	10
VII. RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND CO-OWNERS	11
A. Before Closing	11
B. At Closing	12
C. After Closing	12
VIII. PURPOSE OF DISCLOSURE STATEMENT	12
APPENDIX I - Woodside Village Condominium Budget	

DISCLOSURE STATEMENT
WOODSIDE VILLAGE CONDOMINIUM

I. Introduction

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

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

II. The Condominium Concept

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

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

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

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

Except for the year in which the project is established (or, in the case of units added to an expanding project by subsequent amendment to the Master Deed, the year in which such amendment is recorded), real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements.

Woodside Village Condominium is different from many condominium projects in this area because the condominium units in this project consist of only the individual condominium home sites, and the common elements do not include the buildings and other improvements to be constructed on the home sites. Each condominium unit consists of the land contained within the boundaries of the home sites as shown in the Condominium Subdivision Plan. In the more traditional form of condominium project, the units consist of the air space enclosed within various buildings, and the common elements include the exterior structural components of such buildings. In Woodside Village Condominium, each owner holds an absolute and undivided title to his unit and to the dwelling and other improvements constructed thereon (to the extent such improvements are not designated in the Master Deed as common elements). Each owner will be responsible for all decoration, maintenance, repair and replacement of the exterior of each dwelling and other improvements located on his unit. The cost of maintenance, repair and replacement of the lawn and all landscaping within the unit will also be the responsibility of each owner. Unlike more traditional condominium projects, each owner in this project will be responsible for the maintaining fire, extended coverage, vandalism and malicious mischief insurance on his unit, the adjoining yard area and the dwelling and other improvements constructed or to be constructed thereon, as well as personal property, liability and other personal insurance coverage. The Association will maintain liability insurance coverage for occurrences on the general common elements and such other insurance on the general common elements and otherwise as is specified in the condominium documents.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review the Master Deed, Condominium Bylaws and Condominium Subdivision Plans as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his or her own lawyer or other professional advisor.

III. Description of the Condominium Project

A. General. Woodside Village Condominium is a 90-unit residential site condominium project (the "Project" or "Condominium Project") that may be expanded to include a total of approximately 117 units within a period ending no later than 6 years from the date of recording of the Master Deed. The initial 90 units shall be detached building sites and additional units, if any, may be detached building sites or detached single-unit buildings, each intended for separate ownership and use.

B. Utilities. Woodside Village Condominium is served by public water, sanitary sewer and storm sewer, gas, electric and telephone service. Gas service is furnished by Consumers Power Company, electricity is furnished by Detroit Edison Company and telephone service is provided by Michigan Bell Telephone Company.

C. Roads. Woodside Village Condominium is accessed via Woodside Drive (a private road) which provides direct access to Haggerty Road. The interior roads in Woodside Village Condominium are private and will be maintained by the Association. Replacement, repair and resurfacing of all roads, drives and parking areas within the project will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. The Developer will be responsible for installing a final wearing coat of asphalt on the interior roads in Woodside Village Condominium at such time that a completed residential structure has been constructed up at least 90% of the units. It will be the responsibility of the Association to inspect and perform preventative maintenance of the private roadways on a regular basis in order to maximize the life of roadways within the Project and to minimize repair and replacement costs.

D. Reserved Rights of Developer.

(1) Consolidation and Modification of Units. During the development and sales period of the Project, the Developer has reserved the right to consolidate under single ownership two or more units which are adjacent to one another and to relocate the boundaries of such units. Such modifications shall be given effect by amendment to the Master Deed and shall be in the sole discretion of the Developer.

(2) Expansion of Project. The Developer has reserved the right to expand the Project within a period of time ending no later than six (6) years from the date of recording of the Master Deed by the addition to this Condominium Project of condominium units created upon land designated the "Area For Future Development" as described in the Master Deed. Any unit created within that Area of Future Development that is to be included in this Condominium Project shall be restricted exclusively to residential use.

(3) Contraction of Project. The Developer has reserved the right to decrease the size of the Condominium Project and to withdraw from the Project certain of the units and immediately adjacent roadway within a period ending no later than six (6) years from the date of the recording of the Master Deed. In connection with such contraction, the Developer has reserved the right to change the nature of any common elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of such contraction including, but not limited to, the connection of existing roadways and sidewalks and to provide access to any units which remain in the Condominium Project.

(4) Easements for Roadways. The Developer has reserved for the benefit of itself and all future owners of the land which may be added to the Project perpetual easements for access to and utilization of the roadways within the Condominium Project.

(5) Easements for Use of Utilities. The Developer has reserved for the benefit of itself and all future owners of the land which may be added to the Project easements to utilize, tap, tie into, extend and enlarge all utility mains and retention ponds located on the Condominium Project.

(6) Easements for Maintenance, Repair and Replacement. The Developer has reserved such easements over the Condominium Project (including all units and common elements) as may be required to perform any of the Developer's or the Association's maintenance, repair, decoration or replacement obligations.

(7) Reciprocal Easements. The Developer has reserved the right to enter into a Declaration of Reciprocal Easements, Covenants and Restrictions with the owners of certain adjoining land which will establish certain relationships between the Condominium Project and such adjoining land, upon terms and conditions acceptable to Developer in its sole discretion.

(8) Use of Facilities. The Developer has reserved the right to maintain on the Condominium Project such offices, reasonable parking, storage areas and other facilities incident to the use of such areas, and such access to, from and over the Condominium Project, as may be reasonable to enable the development, sale and operation of the Project.

(9) Right to Amend. The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment does not materially alter or change the rights of a co-owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without Developer approval.

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

IV. Legal Documentation

A. General. Woodside Village Condominium was established as a Condominium Project pursuant to a Master Deed recorded in the Wayne County Records. The Master Deed includes the Condominium By-Laws as Exhibit A and the Condominium Subdivision Plan as Exhibit B. The Master Deed was amended by a First Amendment to Master Deed and a Second Amendment to Master Deed which included a revised Condominium Subdivision Plan.

B. Master Deed. The Master Deed contains the definitions of certain terms used in connection with the Project, the percentage of value assigned to each unit in the Project, a general description of the units and common elements included in the Project and a statement regarding the relative responsibilities for maintaining the common elements. Article VI of the Master Deed

provides for the consolidation and modification of units by the Developer, Article VIII covers the contraction of the Project by the Developer, Article IX covers easements, Article X covers provisions for amending the Master Deed and Article XII provides that the Developer may assign to the Association or to any other entity any or all of its rights or powers granted or reserved in the condominium documents or by law.

C. Condominium Bylaws. The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessment of co-owners for the purpose of paying the costs of operation of the Condominium Project. Article VI contains architectural and building specifications and use restrictions which apply to all improvements to the units. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time, no rules and regulations have been adopted by the Board of Directors of the Association.

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

V. The Developer and Its Affiliates.

A. Developer's Background and Experience. The Developer of the project is Woodside Associates, a Michigan co-partnership. It was formed for the specific purpose of developing the project and, accordingly, has no previous experience as a Developer of condominiums. One of the partners of the Developer is NORPROP Limited Partnership, a Michigan limited partnership. Milton P. Rotenberg, a General Partner of NORPROP Limited Partnership, has over 20 years experience in the real estate business and has participated in the development of South Hills of Bloomfield Manor Condominiums, Oakcrest of Farmington Hills Condominiums, Bridgewood Manor Condominiums, Briarwood Condominiums of Novi and Colony East Condominiums. Three of those projects are located in Oakland County, and two are in Macomb County, Michigan. Similarly, John E. Barber, the other general partner of NORPROP Limited Partnership, has participated in the development of South Hills of Bloomfield Manor Condominiums, Oakcrest of Farmington Hills Condominiums, Bridgewood Manor Condominiums, Briarwood Condominiums of Novi and Colony East Condominiums. In addition, Mr. Barber, has been a licensed builder for more than 20 years, developing single family and multi-family residential housing.

Another partner of the Developer is Haggerty Northville Associates, a Michigan copartnership. Two of its partners are David Bittker and Irving Strickstein, both of whom have participated in the development of other condominium and multi-family projects in the metropolitan Detroit area.

The third partner of the Developer, Trinity/Novi Development Company, a Michigan corporation, is controlled by Carlo J. Catenacci and Joseph Catenacci. Each of Messrs. Catenacci has experience in the real estate business and has been involved in various residential developments in the metropolitan Detroit area.

B. Builders/Successor Developers. Three residential builders (the "Builders" or individually a "Builder") have options to acquire the various units in the Project which consist of the individual condominium home sites. Pursuant to the Condominium Act, at such time that any Builder acquires legal title to 10 or more units, that Builder will be deemed to be a successor developer under the Condominium Act as to those units acquired by that Builder and will become obligated to comply with the various requirements of the Condominium Act.

One of the Builders is Woodside Building Associates, a Michigan co-partnership, located at 1400 Woodward, Suite 105, Bloomfield Hills, Michigan 48304. Woodside Building Associates is comprised of JAD/Woodside Limited Partnership, a Michigan limited partnership, and Trinity/Woodside Development Co., a Michigan corporation. Milton P. Rotenberg is the President of GP Woodside, Inc., the General Partner of JAD/Woodside Limited Partnership, and, as stated above, has extensive experience in real estate development. Carlo J. Catenacci and Joseph Catenacci are the owners of Trinity/Woodside Development Company. As stated above, their experience consists of the development of various residential projects in the metropolitan Detroit area.

Another Builder is Jacobson/Avon Joint Venture, a Michigan joint venture, the address of which is 32400 Telegraph, Suite 200, Birmingham, Michigan 48010. This joint venture involves the Jacobson family who has been in the building business for forty years. In 1983, Scott R. Jacobson was appointed State Director of the Michigan Association of Home Builders. Three years later, he was named "Young Builder of the Year" by the Builder's Association of Southeastern Michigan. He was subsequently appointed to The Board of Directors and currently serves as Vice President and Executive Committee member. Collectively, the Jacobson family has developed numerous single-family and condominium residential projects in Wayne, Oakland and Macomb counties.

The third Builder is Arbor Development Company, a Michigan co-partnership, the address of which is 2207 Orchard Lake Road, West Bloomfield, Michigan 48053. The chairman of Arbor Development Company is Robert A. Pollack who has more than 20 years experience in the residential building and development business, having built over 2,000 single-family homes in Wayne, Oakland and Macomb Counties. Kenneth A. Robinson, the president of Arbor Development Company, has participated in the development of six subdivisions in Oakland and Macomb Counties and has also built numerous single-family homes in various subdivisions throughout southeastern Michigan.

C. Affiliates. The construction manager for the infrastructure and roadway improvements within the Project is Woodside Building Associates, the address and experience of which is set forth in the preceding subparagraph. The Project will be managed by JEMP Enterprises, Inc., a Michigan corporation, the address of which is 1400 Woodward, Suite 105, Bloomfield Hills, Michigan 48304. There is no real estate broker involved in the sale of the units to the Builders; however, subsequent sales of the units will be handled by various independent real estate brokers.

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

VI. Operation and Management of the Condominium Project

A. The Condominium Association. The responsibility for management and maintenance of the Project is vested in Woodside Village Condominium Association, which has been incorporated as a non-profit corporation under Michigan law. The Condominium Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer.

Within 120 days after conveyance of legal or equitable title to non-developer co-owners of 25% in number of the units that may be created, at least one director and not less than 25% of the directors will be selected by non-developer co-owners of units; within 120 days after conveyance of legal or equitable title to non-developer co-owners of 50% in number of the units that may be created, not less than 33-1/3% of the directors will be selected by non-developer co-owners of units; and 120 days after conveyance of legal or equitable title to non-developer co-owners of 75% in number of the units that may be created and before conveyance of 90% of the units, the non-developer co-owners will elect all directors, except that the Developer will have the right to designate at least 1 director as long as it owns at least 10% of the units in the Project or as long as 10% of the units that may be created remain unsold. Regardless of the number of units conveyed, 54 months after the first conveyance, if title to not less than 75% of the units that may be created have not been conveyed, non-developer co-owners may elect directors in proportion to the number of units which they own.

Within 120 days after 1/3 of the total number of units that may be created have been conveyed or 1 year from the date of the first conveyance, whichever first occurs, the Developer will establish an advisory committee to serve as liaison between the non-developer co-owners and the Developer.

The First Annual Meeting must be held on or before the expiration of 120 days after the conveyance of legal or equitable title to non-developer co-owners of 75% in number of all units that may be created or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the

co-owner members of the Association will elect directors, and the directors in turn will elect officers for the Association. The Developer's voting rights are set forth in Article VIII of the Condominium Bylaws.

B. Percentages of Value. There are 117 units in Woodside Village Condominium. The percentage of value assigned to each unit, other than units 89 and 90, is .008696. At this time, no value has been assigned to units 89 and 90 as those units are presently unbuildable. The determination that percentages of value should be equal as among the 115 units was made after reviewing the comparative characteristics of each unit in the Project and concluding that there are not material differences among the units insofar as the allocation of percentages of value is concerned. The resulting percentages total precisely 100%. The percentage of value assigned to each unit will be determinative of each co-owner's undivided interest in the common elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and the expenses of the administration and the value of each co-owner's vote at meetings of the Association. Notwithstanding anything to the contrary set forth herein, the calculation of percentages of value and the allocation of various responsibilities and ownership rights shall be on the basis of 115 units, even though the Condominium Subdivision Plan shows that the Condominium consists of 117 units, since units 89 and 90 are unbuildable due to wetlands restrictions. If, in the future, such units become buildable due to a change in applicable governmental regulations, then prospective adjustments to the percentages of value will be made to include 117 units in all relevant calculations hereunder, it being understood, however, that the percentages of value shall always remain equal.

C. Project Finances.

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

(2) Assessments. Each co-owner of a unit included within the Project must contribute to the Association in proportion to the percentage of value assigned to the unit(s) owned by him to defray expenses of administration, operation, management and

maintenance of the Condominium Project. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2.3 B. of the Condominium Bylaws.

The Developer, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer shall pay all expenses of maintaining the units it owns, together with a proportionate share of current maintenance expenses actually incurred by the Association. The Developer will only be responsible for payment of assessments for deferred maintenance, reserves for replacement, capital improvements or other special assessments with respect to a unit owned by it on which a completed building is located. The Developer will not be responsible whatsoever to the Association for any payments in connection with a unit upon which no building or an uncompleted building is located.

(3) Possible Additional Liability. Each purchaser is advised of the following possible liability of each co-owner as set forth in Section 58 of the Condominium Act:

If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the administering body chargeable to the unit which became due prior to the acquisition of title to the unit by such person. The unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners including such persons, its successors and assigns.

D. Condominium Association Management Contract. The Condominium Bylaws do not require that the Association employ a professional management agent to manage the affairs of the condominium. The Association has entered into a management agreement with JEMP Enterprises, Inc., whose address is 1400 Woodward, Suite 105, Bloomfield Hills, Michigan 48304. The management fee is shown in the budget attached hereto. JEMP Enterprises has been involved in the management of condominiums, apartments, mobile home parks and shopping centers since 1974. The Association may terminate the agreement on the "transitional control date" or at any time within 90 days thereafter. The "transitional control date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

E. Insurance.

(1) Title Insurance. The Purchase Agreement provides that the Developer or Builder, as appropriate, shall furnish each purchaser with a commitment for an owner's title

insurance policy issued at or prior to closing, and that the policy itself will be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer or Builder, as appropriate. Each purchaser should review the title insurance commitment with a qualified advisor of his or her choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) Other Insurance. The condominium documents require that the Association carry fire and extended coverage, vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the common elements of the Project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each co-owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. Each co-owner is responsible for obtaining insurance coverage with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of the co-owner's unit to the extent indicated in Article IV of the Condominium Bylaws, as well as for liability for injury within the perimeter of the co-owner's unit or the improvements located thereon and any other insurance coverage that the co-owner wishes to carry. The Association may periodically review all insurance coverage to be assured of its continued adequacy and co-owners should each do the same with respect to their personal insurance.

F. Restrictions on Architectural and Building Specifications and Use. Article VI of the Condominium Bylaws contains comprehensive restrictions on the use of the condominium units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use.

The following is a list of certain of the most significant restrictions:

(1) Units are to be used for single family residential purposes only. No building of any kind shall be erected on a unit except private residences and structures ancillary thereto. Only one residence may be erected within any unit.

(2) A co-owner intending to construct, erect or install any residence, improvement, deck, garage or structure, or intending to change the exterior or elevation of or make alterations to any structure located on the unit, shall submit plans and specifications to and obtain the written approval of the Architectural Control Committee. Until certificates of occupancy have been issued for residences on 100% of the units in the condominium, the Architectural Control Committee shall consist of Milton P. Rotenberg and two representatives appointed by him.

(3) There are substantial restrictions upon physical changes which may be made to, and improvements which may be made upon, the units, many of which are subject to review and approval by the Architectural Control Committee.

(4) A unit may not be split or reduced in size by any method whatsoever. Units may be enlarged by consolidation with one or more adjoining units under one ownership.

(5) Landscaping and an irrigation system must be installed in connection with newly constructed residences within set time periods in accordance with a landscape plan to be approved by the Architectural Control Committee and the Township of Northville.

(6) With limited exceptions, a co-owner may not lease a unit except pursuant to a written lease, the initial term of which is at least one year. All tenants and non-owner occupants must comply with the provisions of the Master Deed, By-Laws and any rules and regulations of the Association.

None of the restrictions apply to the commercial activities or signs of the Developer during the period of the development and sale of the units, or of any builder or residential contractor so long as it holds at least 1 unit for construction.

VII. Rights and Obligations as Between Developer and Co-owners.

As previously stated in Section V.B. of this Disclosure Statement, three Builders have options to acquire the various units in the Project, which consist of the individual home sites. It is intended that a Builder will construct a residential structure upon each unit and the unit together with the structure or structures built thereon will be sold by the Builder. Accordingly, in most transactions involving the sale of a unit, the rights and obligations set forth in this Section VII. will run between the purchaser/co-owner and the Builder rather than the Developer.

A. Before Closing. The respective obligations of the Developer or Builder, as appropriate, and the purchaser of a condominium unit in the Project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by a purchaser in order to ascertain the disposition of earnest money deposits advanced by the purchaser at the time of closing and anticipated closing adjustments. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to the Developer until the conveyance of title to a purchaser and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete. All of the units in the Project, including but not limited to all

utilities, roads, and landscaping, have been shown as "must be built" on the Condominium Subdivision Plan and have been completed by the Developer.

B. At Closing. Each purchaser (except a purchaser under land contract) will receive by warranty deed fee simple title to his or her unit subject to no liens or encumbrances other than the condominium documents and those other easements, restrictions and assessments as are specifically set forth in the condominium documents and title insurance commitment.

C. After Closing.

(1) General. Subsequent to the purchase of a unit, relations between the Developer and/or Builder, as appropriate, and the co-owner are governed by the Master Deed, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

(2) Condominium Project Warranties. The Builder is warranting the improvements constructed upon each of the units sold by it against defects in workmanship and materials for a period of 1 year from the date of closing the sale of the pertinent unit, as more particularly set forth in the Limited Warranty which accompanies the Purchase Agreement. Except for emergencies and in other extraordinary circumstances, all warranty claims must be submitted in writing to the appropriate Builder at its address appearing on the cover sheet of this Disclosure Statement within the applicable 1-year warranty period. In the case of emergencies or in other extraordinary circumstances where written communications would be inappropriate, purchasers should contact the appropriate Builder by telephone at the number shown on the cover of this Disclosure Statement. This warranty is extended only to the first purchaser of each unit from a Builder and is not transferable. The terms of each Builder's warranty are completely set forth in the Limited Warranty which accompanies the Purchase Agreement, and it is recommended that you examine the Limited Warranty and review it with advisors of your choice prior to the execution of the Purchase Agreement and the closing on the purchase of your condominium unit. LIMITED WARRANTIES ARE PROVIDED AS STATED. EXPRESS WARRANTIES ARE NOT PROVIDED UNLESS SPECIFICALLY STATED.

VIII. Purpose of Disclosure Statement

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

In the event of a conflict between any of the matters discussed herein which are also substantively set forth in the Master Deed or By-Laws, the provisions of the Master Deed and By-Laws shall control.

The Michigan Department of Commerce publishes The Condominium Buyer's Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from The Condominium Buyer's Handbook.

Association Fees

Unit Type	Annual Fees	Quantity	Annual Potential	
	\$300	115 =	\$34,500	
		-----	-----	
		115	34,500	\$34,500
		=====	=====	-----

TOTAL INCOME

\$34,500

=====

Office Expense

\$700

Postage, copies, etc.

Management Fee

\$7,200

\$600 per month

Legal Expense

\$500

Misc. legal

Audit Expense

\$1,500

Review of 1996 financials

Miscellaneous Administrative

\$300

Newsletters, meeting etc.

Grounds Expense

Lawn Cuttings/Fertilization 26wk x \$300 \$7,800

Annual Flowers \$900 \$11,500

Flower bed prep. \$220

Spring/Fall Clean-up \$1,500

Fountain Open/Close - 3 x \$180 x 2 \$1,080

Snow Removal

\$4,600

Removal 5 mo. x \$440 \$2,200.00

Salt 25 app. x \$95 \$2,375.00

Contracted Maintenance

\$1,200

Electricity

\$100 per month

\$1,200

HIP/Prop. & Liability Insurance

\$2,200

General Operating Reserve

\$3,600

\$150 per month 10% of Annual Dues

Total Expenses

\$34,500
=====

94237147

THIRD AMENDMENT TO MASTER DEED
WOODSIDE VILLAGE CONDOMINIUM
(Act 59, Public Acts of 1978, as amended)

27660PA363

This Third Amendment to Master Deed is made and executed on this 27 day of October, 1994 by WOODSIDE ASSOCIATES, a Michigan co-partnership, hereinafter referred to as "Developer," whose office is situated at 1400 Woodward Avenue, Suite 105, Bloomfield Hills, Michigan 48304, 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."

W I T N E S S E T H

WHEREAS, on the 5th day of September, 1991, Developer established Woodside Village Condominium by the recording of a Master Deed dated August 28, 1991 and recorded on September 5, 1991 in Liber 25310, pages 443 through 522, in the records of the Wayne County Register of Deeds Office, Wayne County Condominium Subdivision Plan No. 308, (hereinafter referred to as "Master Deed"), as amended by a First Amendment to Master Deed dated January 30, 1992 and recorded March 30, 1992 at Liber 25606, pages 099 through 100, in the records of the Wayne County Register of Deeds Office; and a Second Amendment to Master Deed dated March 29, 1994 and recorded March 31, 1994 at Liber 27272, pages 674 through 685, in the records of the Wayne County Register of Deeds Office; and

WHEREAS, Developer desires to amend the Master Deed to give effect to a change in the dimensions of Units thirty-nine (39) and ninety (90) of the Woodside Village Condominium Subdivision ("Replat #2 Third Amendment"); and

WHEREAS, the Third Amendment may be made pursuant to Article VI of the Master Deed.

NOW, THEREFORE, the Master Deed of Woodside Village Condominium is hereby amended as follows:

(1) Replat No. 1 of the Condominium Subdivision Plan 308 of Woodside Village Condominium shall, upon recordation of this Amendment be amended by Replat No. 2 and pages 1, 3, 4, 6, 8, and 9 of said First Replat shall be of no further force or effect. Replat No. 2 of the Condominium Subdivision Plan is hereby made a part of this Third Amendment to Master Deed and added to the Master Deed upon recordation of this Amendment.

(2) To the extent not modified by this Third Amendment, all of the provisions of the Master Deed and By-Laws of Woodside Village Condominium are hereby ratified and confirmed and shall continue in full force and effect.

WAYNE COUNTY TREASURER

EXAMINED AND APPROVED

DATE OCT 12-94

BY JLP-N/C

DANIEL P. LANE

94237147

IN WITNESS WHEREOF, Developer has entered into this Third Amendment to Master Deed and By-Laws on the date first above written.

WITNESS:

WOODSIDE ASSOCIATES, a Michigan co-partnership

By: Norprop Limited Partnership,
a Michigan limited partnership,

Its: Managing Partner

By:

Milton P. Rotenberg

Its: General Partner

Linda L. Cornelli

Linda L. Cornelli

Mark S. Applebaum

Mark S. Applebaum

STATE OF MICHIGAN }

} SS

COUNTY OF WAYNE }

The foregoing instrument was acknowledged before me this 10th of October, 1994, by Milton P. Rotenberg, as General Partner of Norprop Limited Partnership, the Managing Partner of Woodside Associates, a Michigan co-partnership.

Linda L. Cornelli

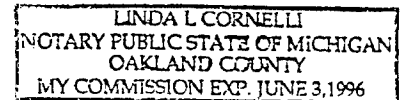
Notary Public

Drafted by:

When recorded return to:

Milton P. Rotenberg
1400 Woodward Avenue
Suite 105
Bloomfield Hills, MI 48304

Milton P. Rotenberg
1400 Woodward Avenue
Suite 105
Bloomfield Hills, MI 48304



REPLAT NO. 2
WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN N^o 308
EXHIBIT B TO THE AMENDED MASTER DEED OF
WOODSIDE VILLAGE
NORTHVILLE TOWNSHIP,
WAYNE COUNTY, MICHIGAN.

DEVELOPER
WOODSIDE ASSOCIATES
A MICHIGAN CO-PARTNERSHIP
1400 WOODWARD AVE.
SUITE 105
BLOOMFIELD HILLS, MICHIGAN
48304

SURVEYOR
GEORGE F. DELY
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043

TOTAL PROPERTY DESCRIPTION

PART OF SECTION 13, T. 15, R. 6E, NORTHVILLE TWP., WAYNE COUNTY, MICHIGAN, BEING DESCRIBED AS: COMMENCING AT THE E. & CORNER OF SAID SECTION 13; THENCE N. 00° 12' 47"E, 294.04 FEET ALONG THE EASTERN LINE OF SAID SECTION 13; THENCE N. 88° 07' 27"W, 225.58 FEET; THENCE N. 02° 29' 56"W, 299.14 FEET TO THE POINT OF BEGINNING; THENCE S. 02° 29' 56"W, 201.30 FEET; THENCE N. 87° 43' 36"W, 169.83 FEET; THENCE S. 02° 29' 56"W, 146.56 FEET; THENCE S. 88° 29' 38"W, 169.39 FEET; THENCE ALONG THE WESTERN RIGHT-OF-WAY LINE OF MAGNETHY ROAD, S. 30° 02' 59"W, 1078.73 FEET; THENCE S. 88° 29' 38"W, 1463.42 FEET TO A POINT ON THE NORTH-SOUTH LINE OF SAID SECTION 13; THENCE ALONG SAID NORTH-SOUTH LINE N. 00° 23' 56"W, 294.31 FEET; THENCE S. 88° 29' 41"W, 528.87 FEET; THENCE N. 00° 29' 37"W, 889.00 FEET TO A POINT ON THE EAST-WEST LINE OF SECTION 13; T. 15, R. 6E; THENCE ALONG SAID EAST-WEST LINE N. 87° 15' 13"W, 130.19 FEET; THENCE N. 00° 12' 19"E, 255.83 FEET; THENCE S. 87° 29' 56"E, 2689.78 FEET TO THE POINT OF BEGINNING, CONTAINING 70.339 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SHEET INDEX

- *1. TITLE, DESCRIPTION.
2. SURVEY PLAN.
- *3. SITE PLAN.
- *4. UTILITY PLAN.
5. UNIT DIMENSIONS.
- *6. UNIT DIMENSIONS.
7. UNIT DIMENSIONS.
- *8. SCHEDULE OF UNIT AREAS AND BUILDING GRACES.
- *9. METEOROLOGICAL LIMITS.

NOTE:

THE ASTERISK (*) INDICATES AMENDED SHEETS WHICH ARE REVISED AND DATED OCT. 7, 1994. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR SUPPLEMENT SHEETS PREVIOUSLY RECORDED.





George F. Dely

PROPOSED OCT. 7, 1994
MUST BE BUILT

POINT NUMBER	NORTH	EAST
1	5288.00	4416.58
2	5078.81	4407.58
3	5085.65	4237.88
4	4939.25	4231.24
5	4929.55	4400.35
6	3995.81	3860.18
7	3961.60	2397.16
8	4255.91	2395.11
9	4252.32	1858.26
10	5141.32	1858.50
11	5147.95	1728.35
12	5403.38	1729.47

SCHEDULE OF COORDINATE POINTS

 - GENERAL COMMON ELEMENT.
 - LIMITS OF OWNERSHIP.
 NOTE: ALL ROADS INSIDE THE PROJECT ARE PRIVATE AND GENERAL COMMON ELEMENT.

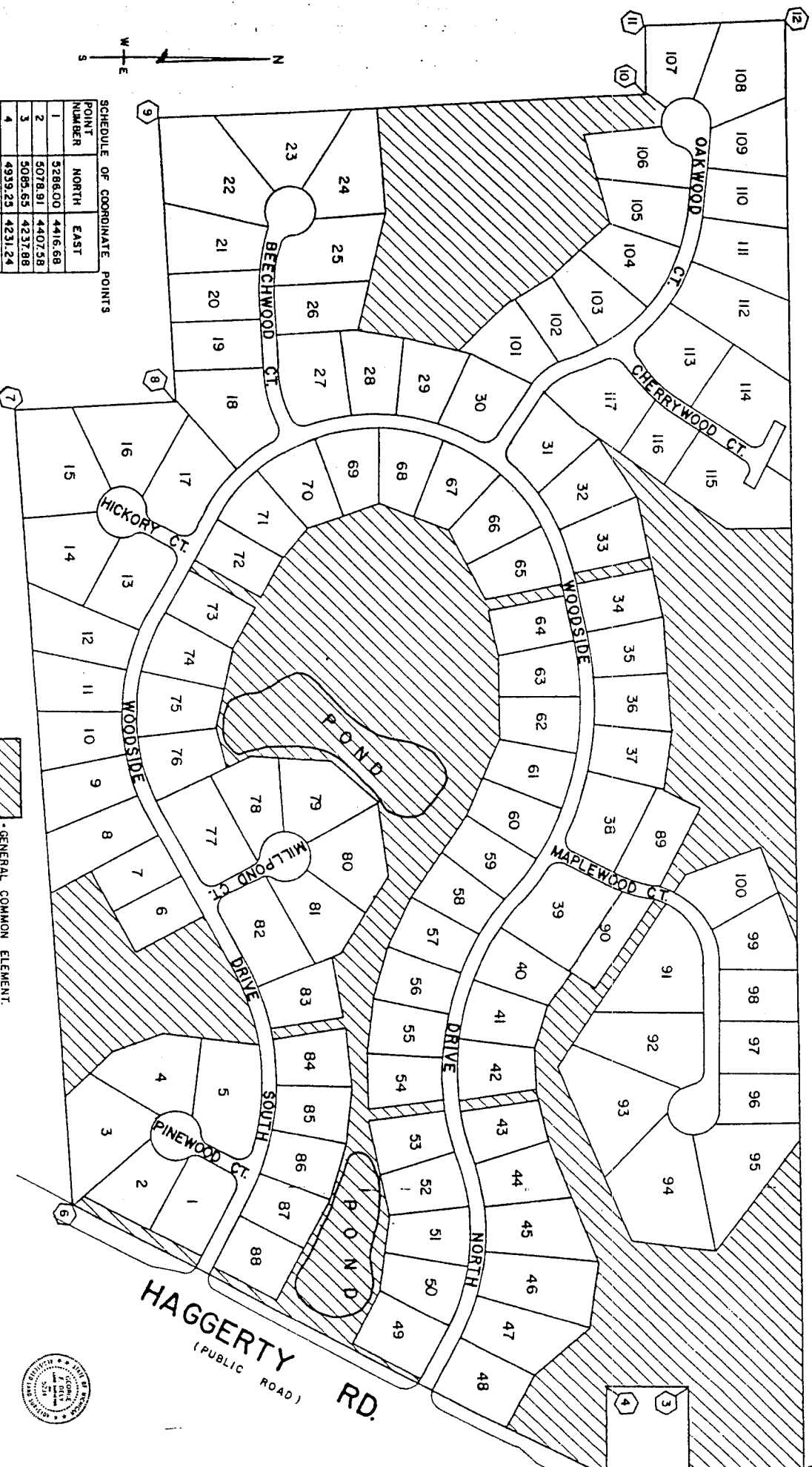
WOODSIDE VILLAGE

SCALE: 1" = 40'
 0 20 40 80 120

SITE PLAN
 PROPOSED OCT. 7, 1994
 MUST BE BUILT
 GEORGE DELY
 RBD LAND SURVEYOR
 3000 N. 10TH ST.
 MT. CLEMENS, N.C.
 40093
 PH. 1-313-458-4113

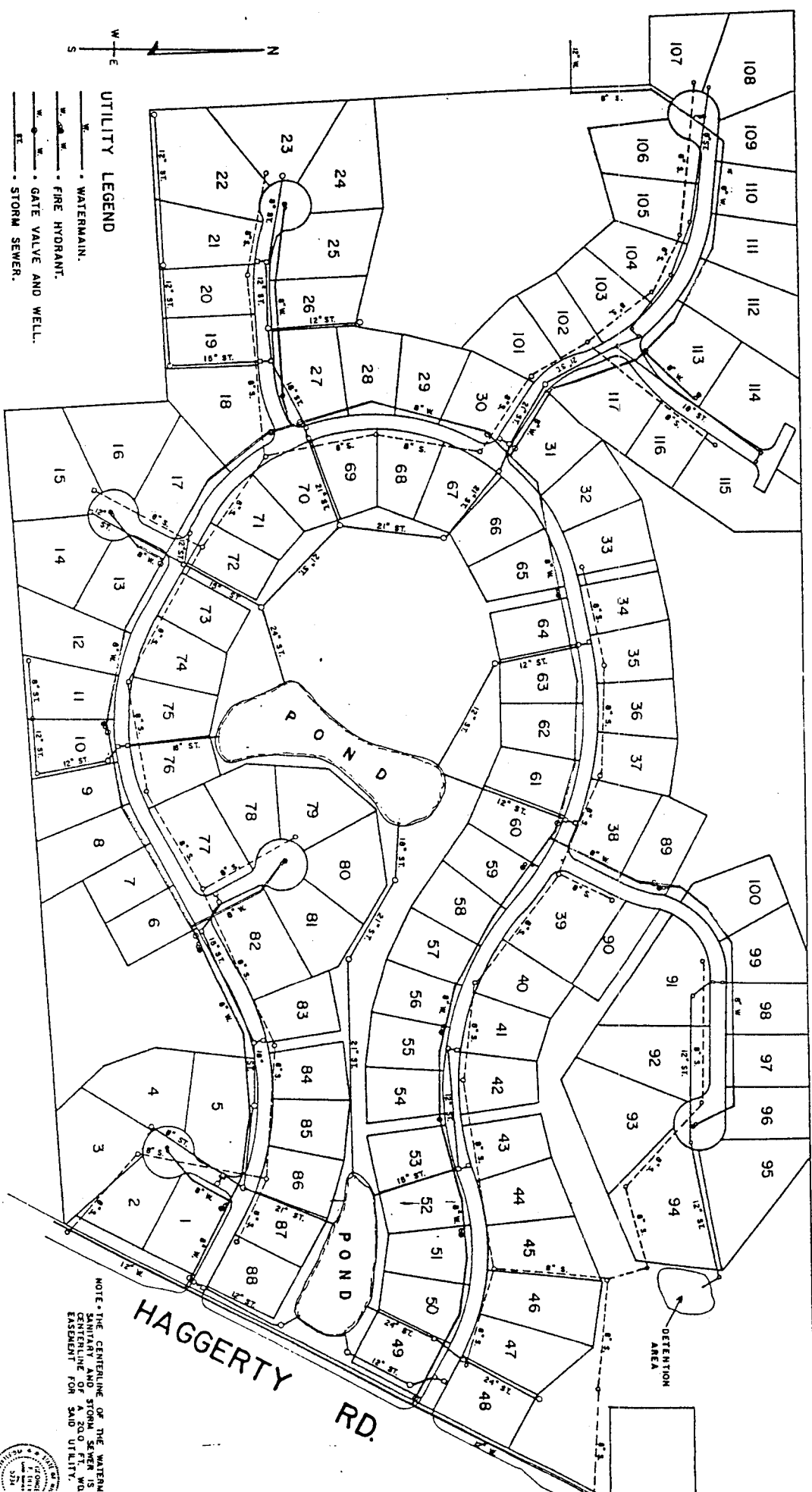


HAGGERTY RD.
 (PUBLIC ROAD)





- UTILITY LEGEND**
- WATERMAIN.
 - FIRE HYDRANT.
 - GATE VALVE AND WELL.
 - STORM SEWER.
 - CATCH BASIN.
 - STORM MANHOLE.
 - SANITARY SEWER.
 - SANITARY MANHOLE.



GENERAL NOTATIONS

ALL LOTS TO BE SERVED WITH SEWAGE TREATMENT AND WATER DISTRIBUTION TOWNSHIP RECORDS.
SANITARY SEWER AND WATER DISTRIBUTION TOWNSHIP RECORDS.
STORM SEWER AS SHOWN, DERIVED FROM TOWNSHIP RECORDS.
ALL LOTS TO BE SERVED WITH GAS BY CONSUMER FROM COWAN, AND ELECTRIC BY DETROIT
EDISON COMPANY.
ALL LOTS TO BE SERVED WITH TELEPHONE BY MIDLAND BELL TELEPHONE COMPANY.
GAS, ELECTRIC AND TELEPHONE SERVICE LINES ARE SHOWN. THESE LINES ARE SHOWN ON A-S-BUILT PLANS.
UTILITIES AS SHOWN, INDICATE APPROXIMATE LOCATIONS. FACILITIES ONLY, AS INDICATED BY
THE RECORDS OF THE VARIOUS COMPANIES, AND TO BE VERIFIED BY FIELD SURVEY AS TO CONFLICTS OR
ACCOMMODATION THEREOF.

UTILITY PLAN

PROPOSED OCT. 7, 1994
MUST BE BUILT

WOODSIDE VILLAGE

SCALE: 1" = 40'
30'

GEORGE DELV
R.D. LAND SURVEYOR
2701 WELLS RD.
MONTICELLO, MN.
56003
PH: 1-313-466-4113



NOTE: THE CENTERLINE OF THE WATERMAIN
SANITARY AND STORM SEWER IS
SHOWN. THE CENTERLINE OF THE
EASEMENT FOR SAID UTILITY.

GENERAL COMMON ELEMENT



FOR PROPERTY CONTINUATION SEE SHEET 7

NOTE - ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

FOR PROPERTY CONTINUATION SEE SHEET 5

UNIT DIMENSIONS

WOODSIDE VILLAGE

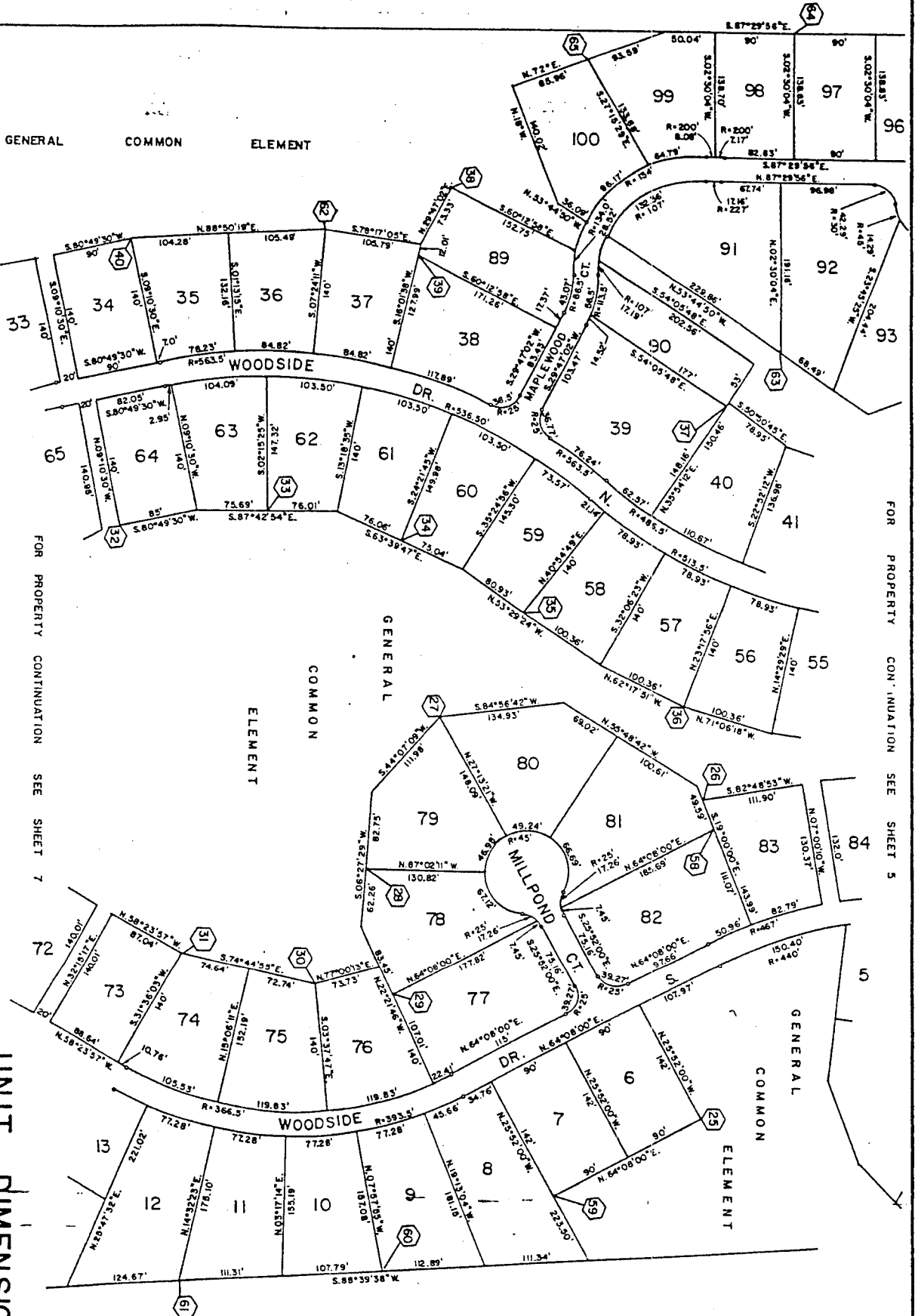
SCALE - 1" = 50'

PROPOSED
OCT. 7, 1984
MUST BE BUILT

GEORGE F. DELY
REGISTERED LAND SURVEYOR
ST. LOUIS, MISSOURI
PHONE - 464-6113



SCHEDULE OF COORDINATE POINTS		
COORD. POINT	NORTH	EAST
25	4134.17	3
26	4484.81	3
27	4584.00	3
28	4421.39	3
29	4282.35	3
30	4296.27	2
31	4353.04	2
32	4802.11	2
33	4812.55	2
34	4775.87	3
35	4694.43	3
36	4988.07	3
37	4914.22	3
38	5163.57	3
39	5088.37	3
40	5117.15	2
58	4453.69	3
59	4053.64	3
60	3971.06	3
61	3971.94	2
62	5121.41	3
63	4967.40	3
64	5323.39	3
65	5300.58	3



UNIT NUMBER	AREA SQ. FT.	BUILDING GRADE																	
1	17026	741.0	26	14367	752.5	51	13695	742.5	76	13720	743.0	101	14001	754.5					
2	14947	741.0	27	18948	751.5	52	13035	740.5	77	19446	741.5	102	12653	755.0					
3	23512	741.5	28	14890	753.5	53	12681	740.0	78	16040	742.0	103	13774	755.5					
4	19833	741.0	29	14035	754.0	54	12500	740.5	79	16446	743.0	104	13519	756.0					
5	23217	741.0	30	15214	754.0	55	12388	741.0	80	17089	743.0	105	13600	757.0					
6	12780	741.0	31	15633	753.0	56	12428	741.5	81	16921	742.0	106	15845	758.0					
7	12779	742.0	32	15076	752.5	57	12428	742.5	82	19295	741.5	107	16416	759.5					
8	18507	742.5	33	14111	752.0	58	12428	744.0	83	13127	740.5	108	23420	759.5					
9	15663	742.5	34	12600	750.5	59	12599	745.5	84	12572	740.0	109	15661	759.0					
10	14269	743.0	35	12748	748.5	60	13268	746.5	85	12702	740.2	110	14009	758.5					
11	15233	743.5	36	12795	748.0	61	13071	748.5	86	12777	741.0	111	17665	758.0					
12	18986	744.5	37	13208	747.5	62	12870	749.0	87	12408	741.0	112	23794	756.5					
13	17772	746.0	38	17710	746.5	63	12986	750.0	88	14194	741.0	113	17848	753.0					
14	20781	745.5	39	23981	742.5	64	11899	751.0	89	14208	744.0	114	21775	753.5					
15	27041	746.5	40	13675	741.5	65	13710	752.0	90	9988	743.0	115	27745	752.0					
16	22538	747.0	41	12870	741.0	66	13954	752.5	91	22671	741.0	116	11915	752.5					
17	19834	747.5	42	12838	740.0	67	13933	753.0	92	21656	741.5	117	20995	753.5					
18	23738	751.0	43	12403	739.5	68	13933	753.0	93	25244	741.5								
19	14664	751.0	44	13927	740.0	69	13933	752.0	94	19508	740.5								
20	14735	751.0	45	17633	740.0	70	13933	750.5	95	20141	741.0								
21	18540	751.0	46	20796	741.0	71	13221	749.0	96	12548	741.0								
22	29731	752.0	47	17336	742.0	72	11900	748.0	97	12495	741.7								
23	22467	752.5	48	15802	740.5	73	12297	747.0	98	12495	743.5								
24	21873	753.5	49	15049	741.0	74	14064	745.5	99	14621	743.5								
25	20268	753.0	50	13570	742.5	75	14163	744.0	100	14314	743.5								

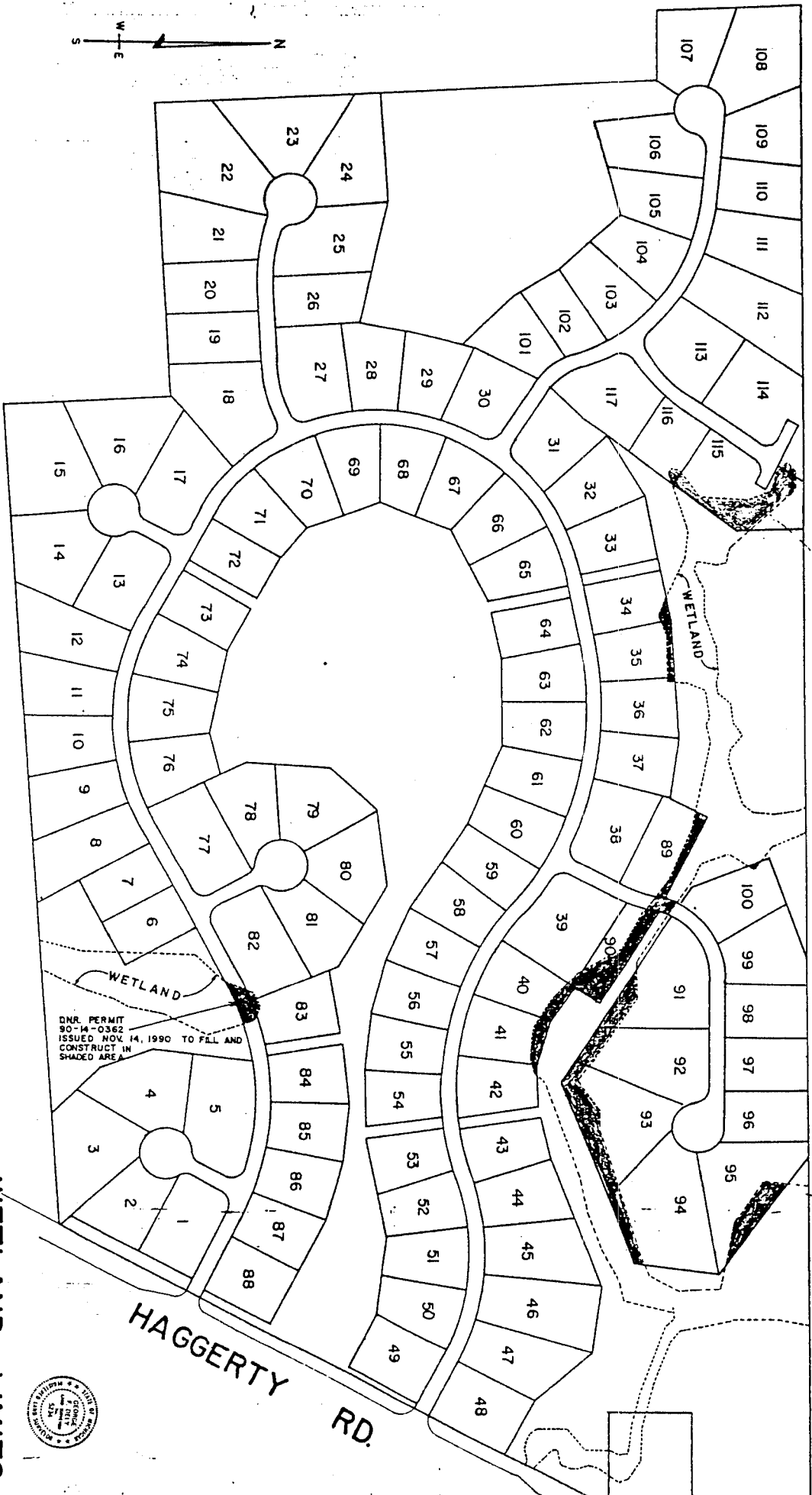
PROPOSED OCT. 7, 1999
MUST BE BUILT

SHEET 8

GEORGE F. DELAY
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN 48043
PHONE--460-6413



WETLAND CONSERVATION EASEMENT LIMITS
AS RECORDED IN LIBER 24931, PAGE 571 OF
MAINE COUNTY RECORDS.



WOODSIDE VILLAGE



WETLAND LIMITS

PROPOSED OCT. 7, 1994
MUST BE BUILT

GEORGE DELV
REB LAND SURVEYOR
3704 KELLY RD
MC CLEMENS, ME 04043
PH: 1-207-668-4113

FOURTH AMENDMENT TO MASTER DEED
WOODSIDE VILLAGE CONDOMINIUM
(Act 59, Public Acts of 1978, as amended)

LIBER 28061 PAGE 257

This Fourth Amendment to Master Deed is made and executed on this 24 day of May, 1995 by WOODSIDE ASSOCIATES, a Michigan co-partnership, hereinafter referred to as "Developer," whose office is situated at 1400 Woodward Avenue, Suite 105, Bloomfield Hills, Michigan 48304, 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."

RECEIVED 66A
RECORDED
30 MAY 95 12:16 P.M.
FOREST E. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

W I T N E S S E T H

WHEREAS, on the 5th day of September, 1991, Developer established Woodside Village Condominium by the recording of a Master Deed dated August 28, 1991 and recorded on September 5, 1991 in Liber 25310, pages 443 through 522, in the records of the Wayne County Register of Deeds Office, Wayne County Condominium Subdivision Plan No. 308, (hereinafter referred to as "Master Deed"), as amended by a First Amendment to Master Deed dated January 30, 1992 and recorded March 30, 1992 at Liber 25606, pages 099 through 100, in the records of the Wayne County Register of Deeds Office; and a Second Amendment to Master Deed dated March 29, 1994 and recorded March 31, 1994 at Liber 27272, pages 674 through 685, in the records of the Wayne County Register of Deeds Office; and a Third Amendment to Master Deed dated October 10, 1994 and recorded October May 12, 1994 at liber 27660, pages 363 through 370, in the records of the Wayne County Register of Deeds Office; and

* WHEREAS, Developer desires to amend the Master Deed to give effect to a change in the dimensions of Units thirty-eight (38) and eighty-nine (89) of the Woodside Village Condominium Subdivision ("Replat #3 Fourth Amendment"); and

WHEREAS, the Fourth Amendment may be made pursuant to Article VI of the Master Deed.

NOW, THEREFORE, the Master Deed of Woodside Village Condominium is hereby amended as follows:

(1) Replat No. 2 of the Condominium Subdivision Plan 308 of Woodside Village Condominium shall, upon recordation of this Amendment be amended by Replat No. 3 and sheets 1, 3, 4, 6, 8 and 9 of said Second Replat shall be of no further force or effect. Replat No. 3 of the Condominium Subdivision Plan is hereby made a part of this Fourth Amendment to Master Deed and added to the Master Deed upon recordation of this Amendment.

(2) To the extent not modified by this Fourth Amendment, all of the provisions of the Master Deed and By-Laws of Woodside Village Condominium are hereby ratified and confirmed and shall continue in full force and effect.

WAYNE COUNTY TREASURER
3 F. J. J.

EXAMINED AND APPROVED
DATE MAY 26-1995
BY JLP - N/C *
DANIEL B. JARVIS

95110903

2R
32D
M

IN WITNESS WHEREOF, Developer has entered into this Fourth Amendment to Master Deed and By-Laws on the date first above written.

WITNESS:

WOODSIDE ASSOCIATES, a Michigan co-partnership

By: Norprop Limited Partnership,
a Michigan limited partnership,

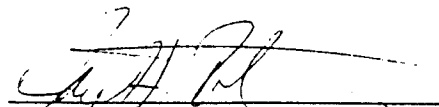
Its: Managing Partner

By:

Milton P. Rotenberg

Its: General Partner


Linda L. Cornelli


Jay H. Rotenberg

STATE OF MICHIGAN

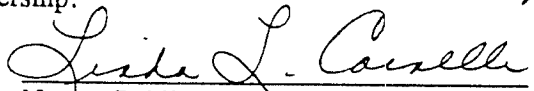
}

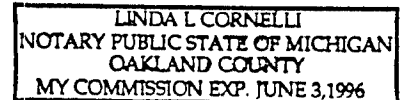
} SS

COUNTY OF WAYNE

}

The foregoing instrument was acknowledged before me this 24th of May, 1995, by Milton P. Rotenberg, as General Partner of Norprop Limited Partnership, the Managing Partner of Woodside Associates, a Michigan co-partnership.


Notary Public



Drafted by:



When recorded return to:

Milton P. Rotenberg
1400 Woodward Avenue
Suite 105
Bloomfield Hills, MI 48304

Milton P. Rotenberg
1400 Woodward Avenue
Suite 105
Bloomfield Hills, MI 48304

POINT NUMBER	NORTH	EAST
1	5286.00	4416.66
2	5078.91	4407.58
3	5086.55	4237.88
4	4939.23	4231.24
5	4929.35	4400.35
6	3995.91	3860.18
7	3961.60	2397.16
8	4255.91	2395.11
9	4252.32	1866.26
10	5141.32	1858.60
11	5147.55	1728.55
12	5403.38	1729.47

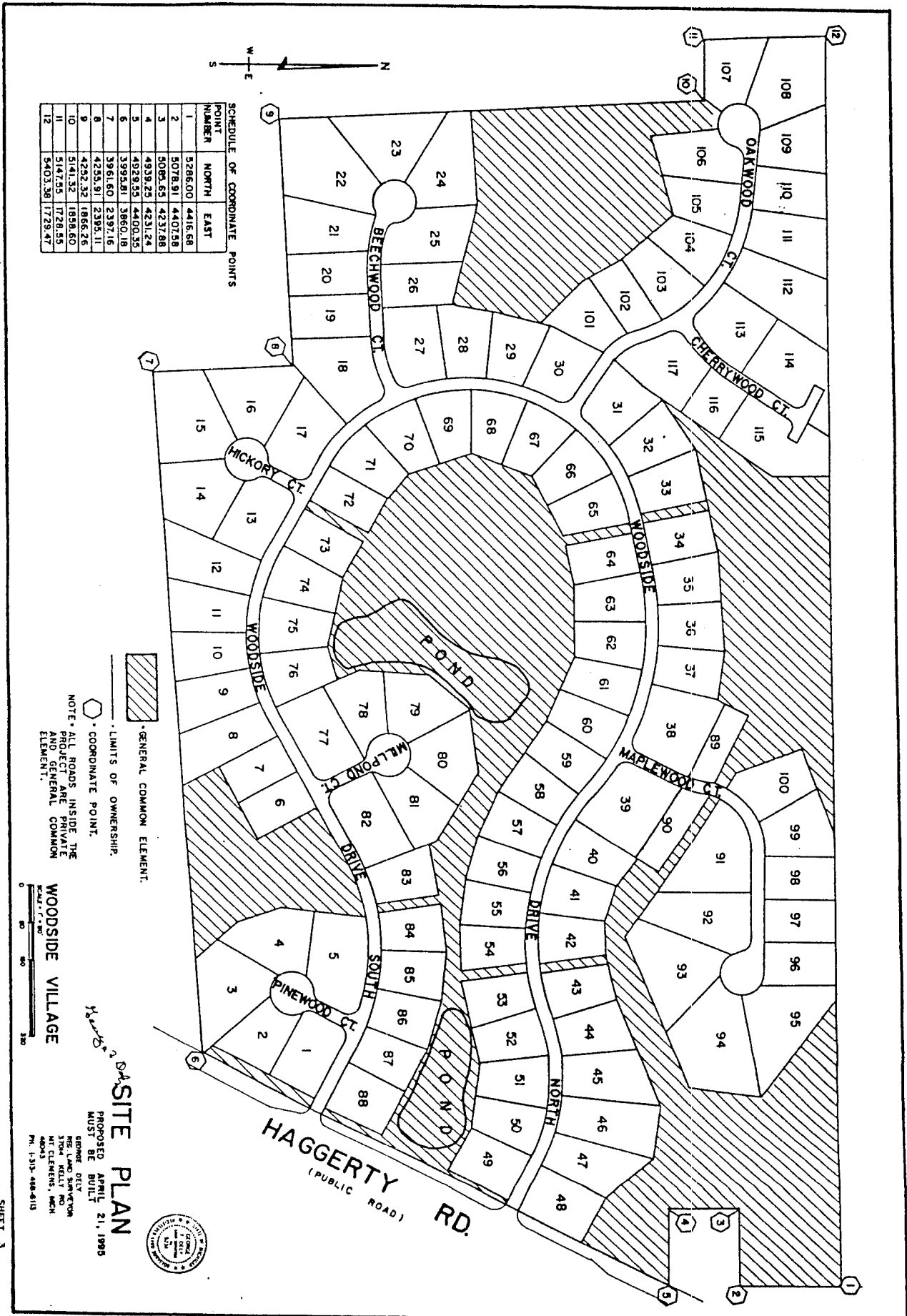
SCHEDULE OF COORDINATE POINTS

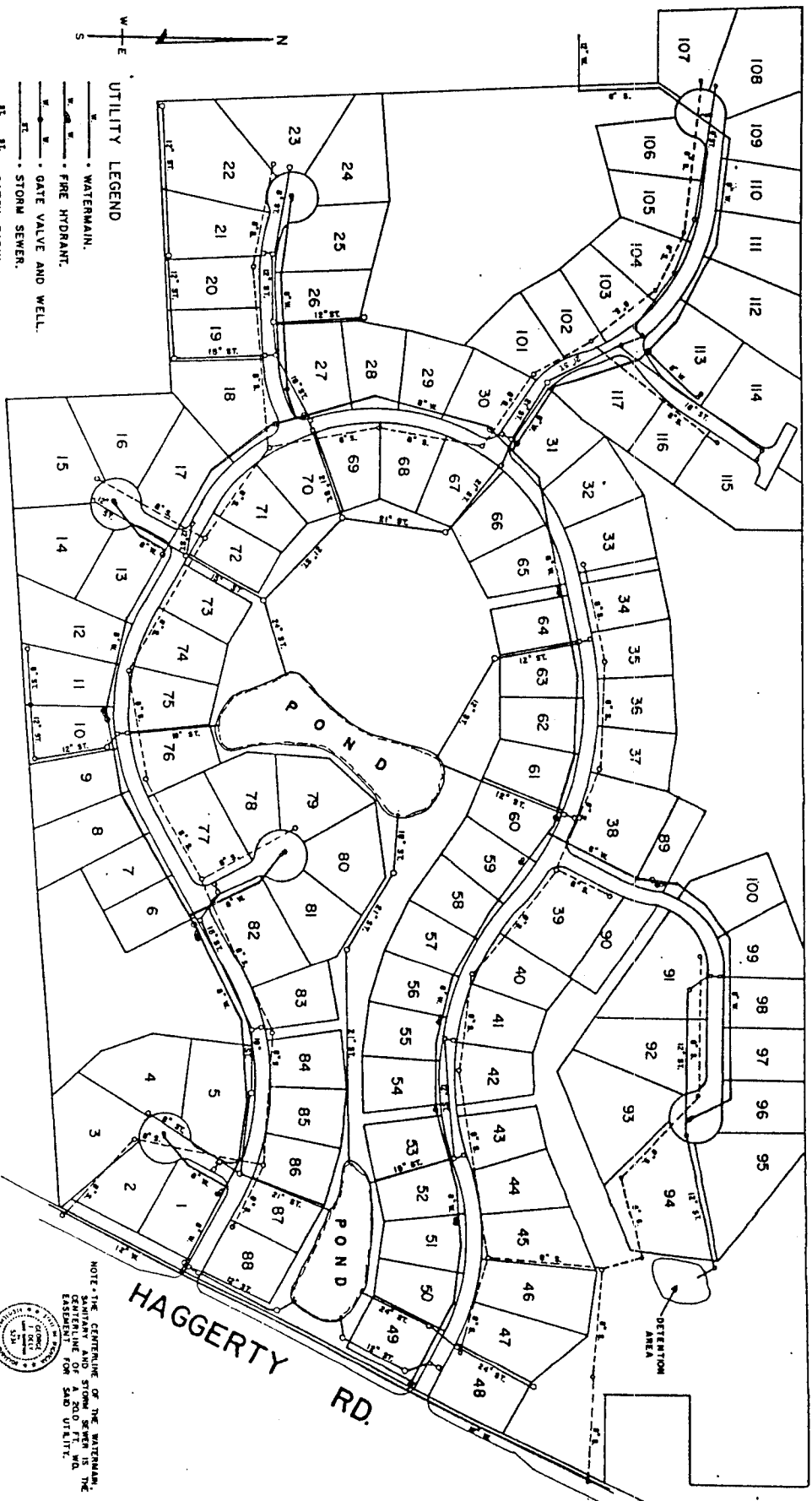
 GENERAL COMMON ELEMENT.
 COORDINATE POINT.
 NOTE: ALL ROADS INSIDE THE PROJECT ARE PRIVATE AND GENERAL COMMON ELEMENT.

WOODSIDE VILLAGE
 SCALE: 1" = 40'

GEORGE D. RAY
 3704 KELLY RD.
 MT. CLEMENS, MICH.
 48045
 PH. 1-313-488-8113

PROPOSED SITE PLAN
 APRIL 21, 1995
 MUST BE BUILT





- UTILITY LEGEND**
- W — WATERMAIN.
 - F — FIRE HYDRANT.
 - S — STORM SEWER.
 - ST — ST. CATCH BASIN.
 - ST — ST. STORM MANHOLE.
 - ST — ST. SANITARY SEWER.
 - ST — ST. SANITARY MANHOLE.

GENERAL NOTATIONS:

ALL LOTS TO BE SERVED WITH SANITARY SEWER AND WATER BY KENTVILLE TOWNSHIP. SANITARY SEWER AND WATER INFORMATION IS SHOWN ON THE KENTVILLE TOWNSHIP RECORDS. STORM SEWER AS SHOWN, OBTAIN A COPY FROM KENTVILLE TOWNSHIP RECORDS.

ALL LOTS TO BE SERVED WITH GAS BY CONSUMER POWER COMPANY, AND ELECTRIC BY DETROIT Edison COMPANY.

ALL LOTS TO BE SERVED WITH TELEPHONE BY MICHIGAN RAIL TELEPHONE COMPANY.

GAS, ELECTRIC AND TELEPHONE SERVICE LINES AND SPOTS, THERE WILL BE SHOWN ON AS-BUILT PLANS. UTILITIES AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY, AS DETERMINED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF.

WOODSIDE VILLAGE

UTILITY PLAN

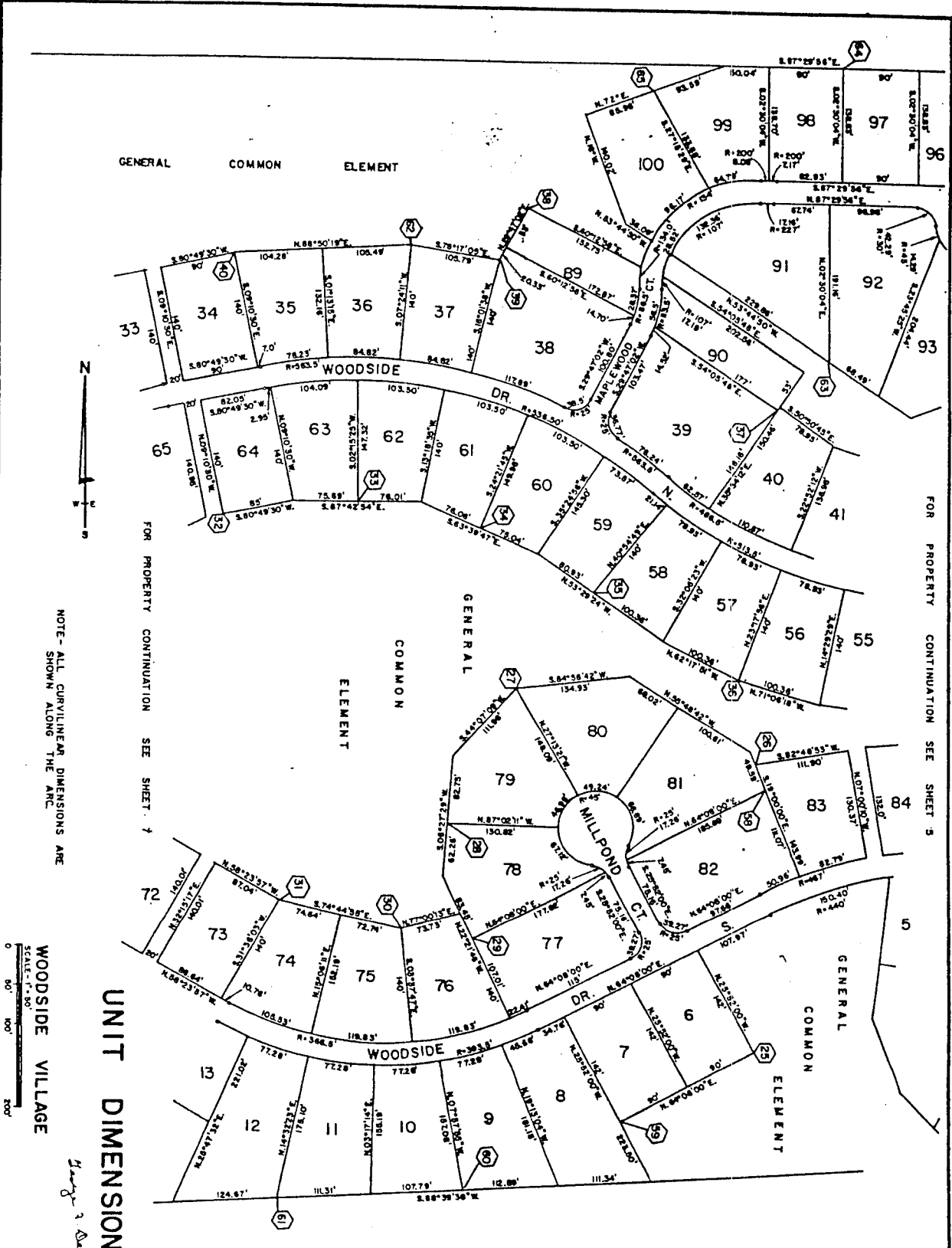
Henry J. Sady

PROPOSED APRIL 21, 1995

GEOLOGIC DATA
AND INFORMATION
3704 KELLY RD.
MT. CLEMENS, MICH.
48033
PH 1-313-488-4110



NOTE: THE CENTERLINE OF THE WATERMAIN, SANITARY AND STORM SEWER IS THE EASTERN PROPERTY LINE FOR SAID UTILITY.



NOTE - ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC

UNIT DIMENSIONS

WOODSIDE VILLAGE

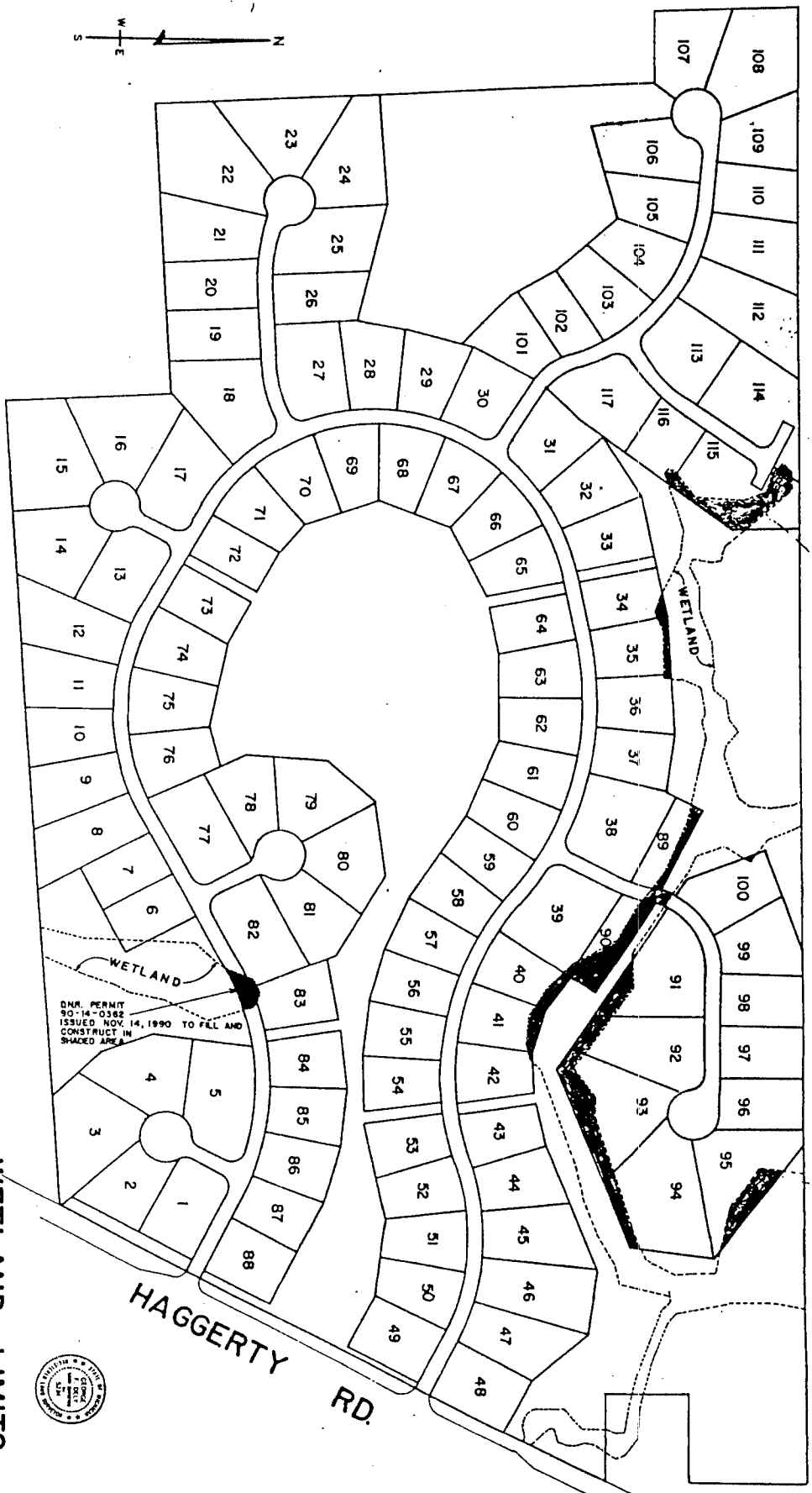
SCALE: 1"=40'
 0 50' 100' 200'
 PROPOSED
 APRIL 21, 1990
 REGISTERED LAND SURVEYOR
 M. J. CLEMMENS, INC.
 4805 - 488 - 8115
 SHEET 6



COORD. POINT	SCHEDULE OF COORDINATE POINTS	
	NORTH	EAST
25	4134.17	3408.88
26	4484.81	3421.38
27	4584.00	3413.24
28	4421.39	3033.87
29	4282.35	3080.72
30	4236.27	2894.35
31	4335.04	2894.35
32	4802.88	2882.90
33	4812.63	2882.46
34	4773.87	3106.36
35	4694.43	3238.87
36	4688.07	3408.38
37	4914.22	3488.48
38	5078.83	3117.78
39	5117.15	2828.04
40	4433.89	3434.10
41	4035.64	3266.30
42	3972.06	3088.23
43	3971.94	2838.77
44	5121.41	3031.77
45	4867.40	3529.84
46	5323.38	3500.71
47	5300.38	3331.78

SCHEDULE OF UNIT AREAS IN SQUARE FEET
AND BUILDING GRADES ON U.S.G.S. DATA.

UNIT NUMBER	AREA SQ. FT.	BUILDING GRADE	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486	1487	1488	1489	1490	1491	1492	1493	1494	1495	1496	1497	1498	1499	1500	1501	1502	1503	150
----------------	-----------------	-------------------	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	-----



WETLAND CONSERVATION EASEMENT LIMITS
AS RECORDED IN LIBER 24931, PAGE 571 OF
WAYNE COUNTY RECORDS.

WOODSIDE VILLAGE



GEORGE DELY
REGISTERED LAND SURVEYOR
3704 KELLY RD.
ANN ARBOR, MI 48103
PH 313-468-6113

WETLAND LIMITS
George Dely
PROPOSED APRIL 21, 1995
MUST BE BUILT



**FIFTH AMENDMENT TO MASTER DEED
WOODSIDE VILLAGE CONDOMINIUM**
(Act 59, Public Acts of 1978, as amended)

LIBER **28344** PAGE **200**

This Fifth Amendment to Master Deed is made and executed on this 12th day of October, 1995 by WOODSIDE ASSOCIATES, a Michigan co-partnership, hereinafter referred to as "Developer," whose office is situated at 1400 Woodward Avenue, Suite 105, Bloomfield Hills, Michigan 48304, 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."

\$ 4.00 RECONVOLUTIONATION

\$ 30.00 DEED

19 OCT 95 9:27 A.M. RECEI

RECORDED

FOREST E. YOUNGBLOOD, REGISTER
WAYNE COUNTY, MI

W I T N E S S E T H

WHEREAS, on the 5th day of September, 1991, Developer established Woodside Village Condominium by the recording of a Master Deed dated August 28, 1991 and recorded on September 5, 1991 in Liber 25310, pages 443 through 522, in the records of the Wayne County Register of Deeds Office, Wayne County Condominium Subdivision Plan No. 308, (hereinafter referred to as "Master Deed"), as amended by a First Amendment to Master Deed dated January 30, 1992 and recorded March 30, 1992 in Liber 25606, pages 099 through 100, in the records of the Wayne County Register of Deeds Office; and a Second Amendment to Master Deed dated March 29, 1994 and recorded March 31, 1994 in Liber 27272, pages 674 through 685, in the records of the Wayne County Register of Deeds Office; and a Third Amendment to Master Deed dated October 10, 1994 and recorded October May 12, 1994 in Liber 27660, pages 363 through 370, in the records of the Wayne County Register of Deeds Office; and a Fourth Amendment to Master Deed dated May 24, 1995 and recorded May 30, 1995 in Liber 28061, pages 257 through 264, in the records of the Wayne County Register of Deeds Office; and

WHEREAS, Developer desires to amend the Master Deed to give effect to a further change in the dimensions of Units thirty-nine (39) and ninety (90) of the Woodside Village Condominium Subdivision ("Replat #4 Fifth Amendment"); and

WHEREAS, the Fifth Amendment may be made pursuant to Article VI of the Master Deed.

NOW, THEREFORE, the Master Deed of Woodside Village Condominium is hereby amended as follows:

(1) Upon the recording of this Fifth Amendment, sheets 1, 3, 4, 6, 8 and 9 of Exhibit "B" to the Master Deed, as amended, are hereby replaced with replacement sheets 1, 3, 4, 6, 8 and 9.

(2) To the extent not modified by this Fifth Amendment, all of the provisions of the Master Deed and By-Laws of Woodside Village Condominium, as amended, are hereby ratified and confirmed to remain in full force and effect.

WAYNE COUNTY TREASURER
[Signature]

EXAMINED AND APPROVED

DATE 10/18/95

BY DLP-N/C

DANIEL P. LANE
PLAT ENGINEER

46
30D

IN WITNESS WHEREOF, Developer has entered into this Fifth Amendment to Master Deed and By-Laws on the date first above written.

WITNESS:

LIBER 28344 PAGE 201
WOODSIDE ASSOCIATES, a Michigan co-partnership

By: Norprop Limited Partnership,
a Michigan limited partnership,


Its: Managing Partner

By:

Milton P. Rotenberg

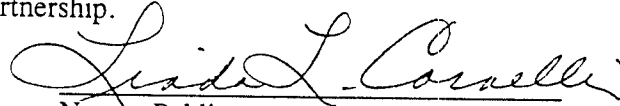
Its: General Partner

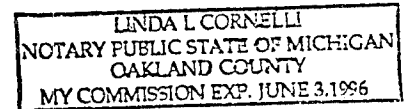

Linda L. Cornelli


Jay H. Rotenberg

STATE OF MICHIGAN }
 } SS
COUNTY OF WAYNE }

The foregoing instrument was acknowledged before me this 12th of October, 1995, by Milton P. Rotenberg, as General Partner of Norprop Limited Partnership, the Managing Partner of Woodside Associates, a Michigan co-partnership.


Notary Public



Drafted by:

When recorded return to:

Milton P. Rotenberg
1400 Woodward Avenue
Suite 105
Bloomfield Hills, MI 48304

Milton P. Rotenberg
1400 Woodward Avenue
Suite 105
Bloomfield Hills, MI 48304

REPLAT NO. 4
WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN No. 308
EXHIBIT B TO THE AMENDED MASTER DEED OF
WOODSIDE VILLAGE
NORTHVILLE TOWNSHIP
WAYNE COUNTY, MICHIGAN.

DEVELOPER
WOODSIDE ASSOCIATES
A MICHIGAN CO-PARTNERSHIP
1400 WOODWARD AVE.
SUITE 105
BLOOMFIELD HILLS, MICHIGAN
48304

SURVEYOR
GEORGE F. DELY
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043

TOTAL PROPERTY DESCRIPTION

PART OF SECTION 13, T. 1S., R. 6E., NORTHVILLE TWP., WAYNE COUNTY, MICHIGAN, BEING DESCRIBED AS: COMMENCING AT THE E. & CORNER OF SAID SECTION 13; THENCE N. 00°12'47"E., 254.04 FEET ALONG THE EASTERN LINE OF SAID SECTION 13; THENCE N. 88°07'27"W., 325.58 FEET; THENCE N. 87°29'56"W., 259.14 FEET TO THE POINT OF BEGINNING; THENCE S. 02°30'56"W., 207.30 FEET; THENCE N. 87°43'36"W., 169.83 FEET; THENCE S. 02°25'52"W., 146.55 FEET; THENCE S. 86°43'01"E., 169.39 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HUSSEY ROAD, S. 30°02'59"W., 1078.73 FEET; THENCE S. 86°29'38"W., 1463.42 FEET TO A POINT ON THE NORTH-SOUTH & LINE OF SAID SECTION 13; THENCE ALONG SAID NORTH-SOUTH & LINE N. 00°23'56"W., 294.31 FEET; THENCE S. 86°36'41"W., 528.87 FEET; THENCE N. 00°29'37"W., 889.03 FEET TO A POINT ON THE EAST-WEST & LINE OF SECTION 13, T. 1S., R. 6E.; THENCE ALONG SAID EAST-WEST & LINE N. 87°15'13"W., 130.19 FEET; THENCE N. 00°12'19"E., 255.83 FEET; THENCE S. 87°29'56"E., 2689.78 FEET TO THE POINT OF BEGINNING. CONTAINING 70.339 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SHEET INDEX

1. TITLE, DESCRIPTION.
2. SHEET PLAN.
3. SITE PLAN.
4. UTILITY PLAN.
5. UNIT DIMENSIONS.
6. UNIT DIMENSIONS.
7. UNIT DIMENSIONS.
8. SCHEDULE OF UNIT AREAS AND BUILDING SQUARES.
9. ACTUAL LOTS.

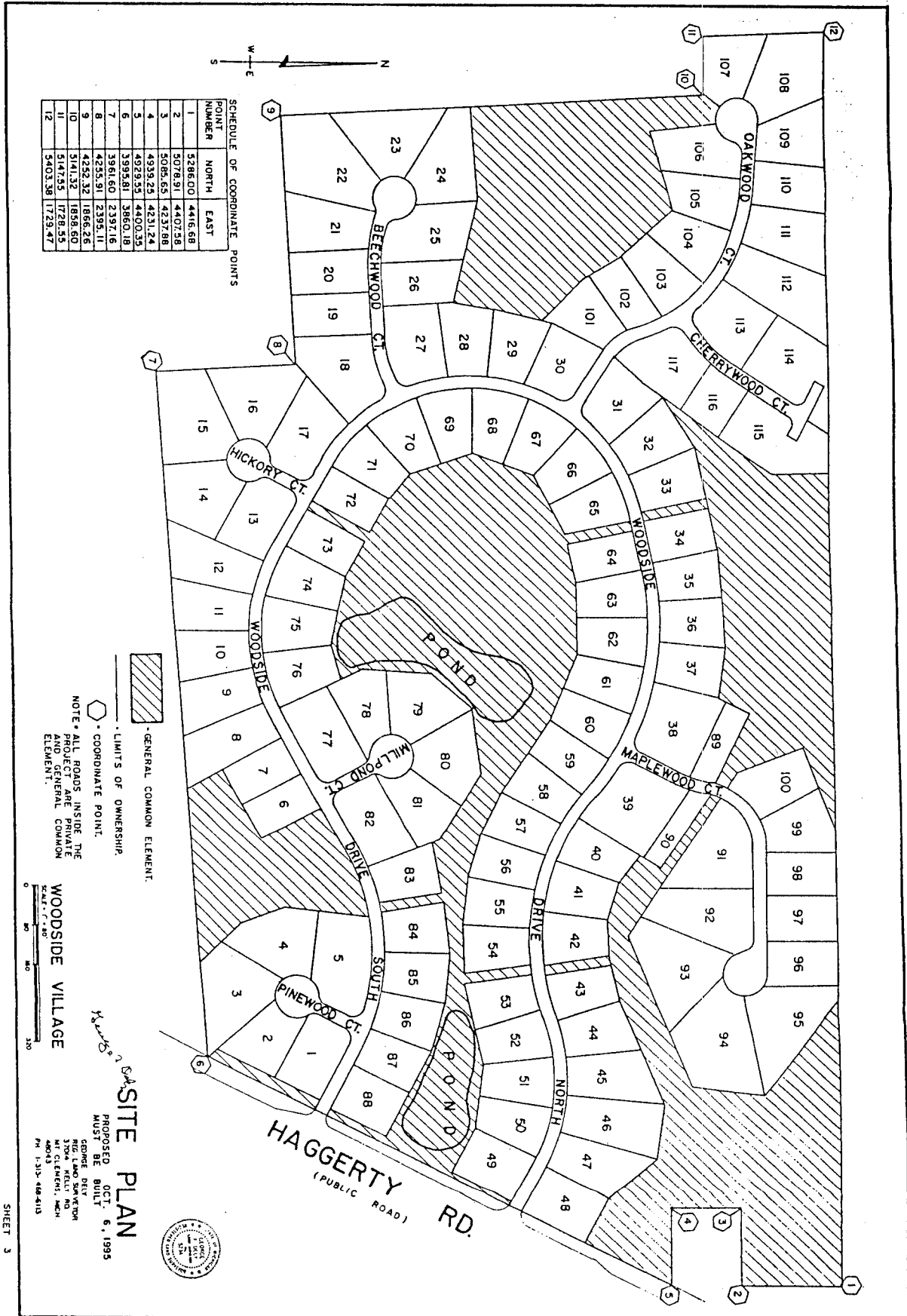
NOTE:

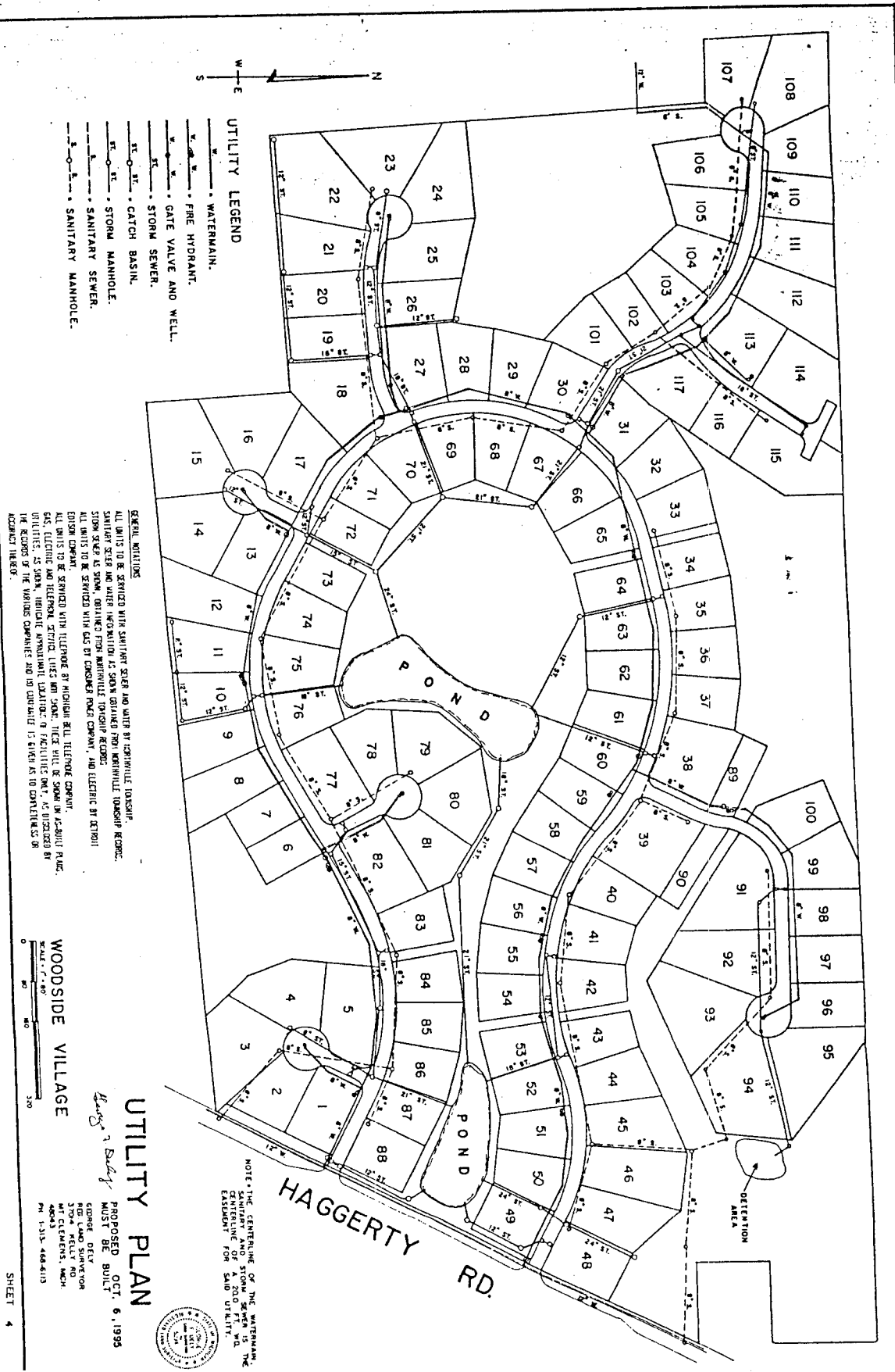
THE ATTACHED (1) INDICATES AMENDED SHEETS WHICH ARE REVISED AND DATED OCT. 6, 1995. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR SUPPLEMENT SHEETS PREVIOUSLY RECORDED.

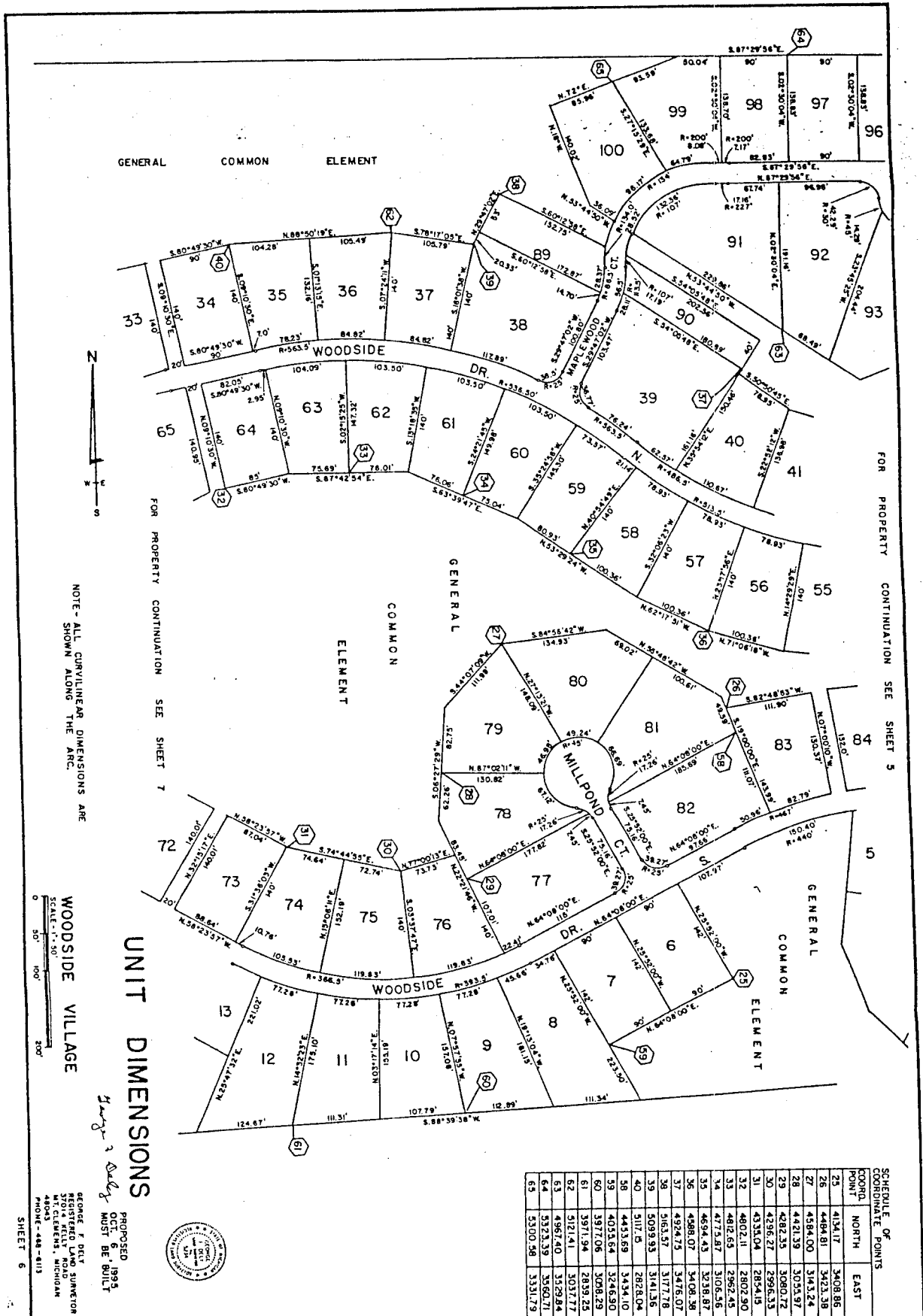
EXAMINED AND APPROVED
DATE 10/18/95
BY DLP - NJC
DANIEL P. LANE
PLAT ENGINEER



PROPOSED OCT. 6, 1995
MUST BE BUILT







SCHEDULE OF UNIT AREAS IN SQUARE FEET
AND BUILDING GRADES ON U.S.G.S. DATA.

UNIT NUMBER	AREA SQ. FT.	BUILDING GRADE	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486	1487	1488	1489	1490	1491	1492	1493	1494	1495	1496	1497	1498	1499</
----------------	-----------------	-------------------	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	--------

