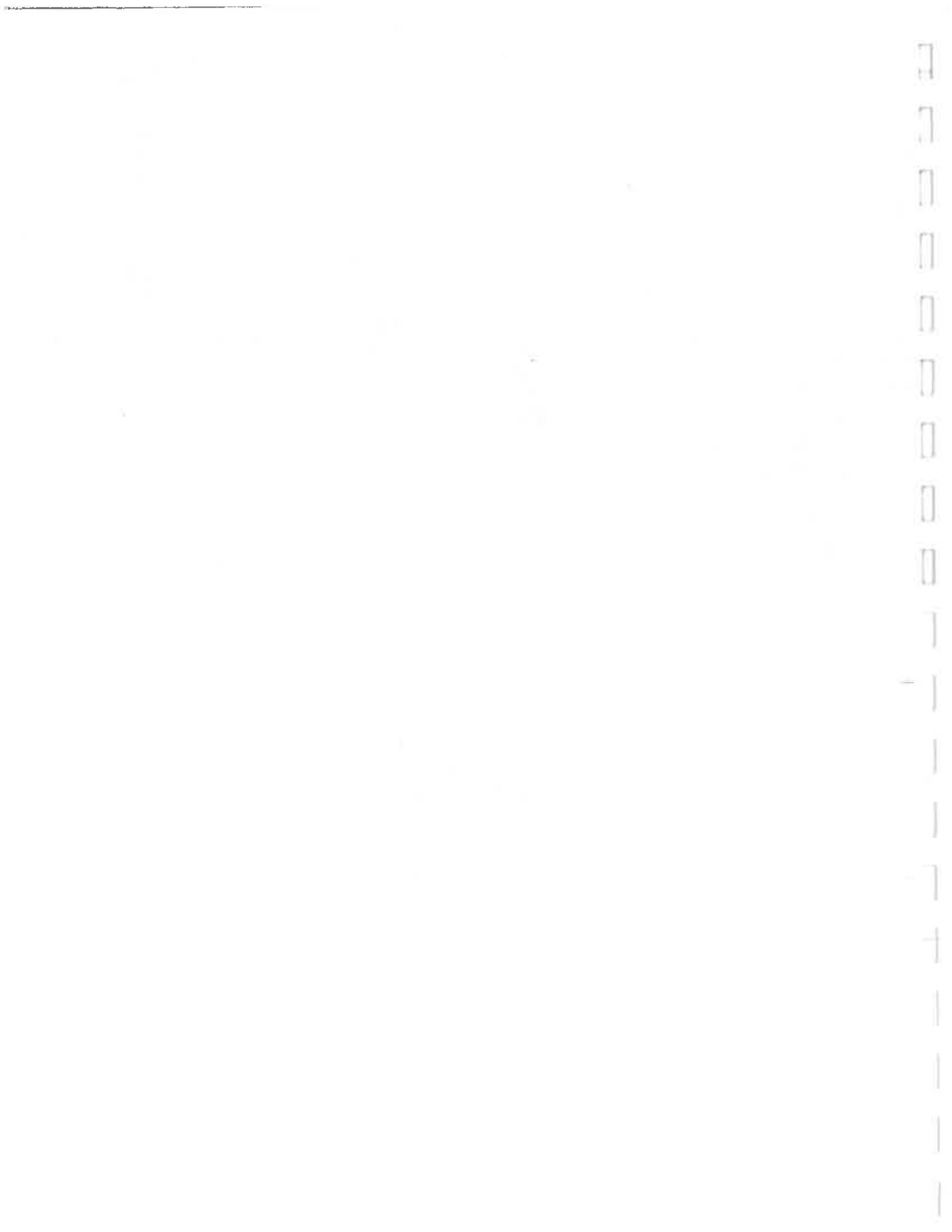




18169 Eastbridge • Canton, Michigan 48188 • 734.844.8300 • www.woodbridgecommons.com



WOODBRIDGE ESTATES OF CANTON

RECEIPT AND INSTRUCTION SHEET

Dear Co-owner:

At this time we are furnishing you with the Woodbridge Estates of Canton Purchaser Information Booklet, which includes the Master Deed and all of the Condominium Documents defined as such therein, together with copies of the Disclosure Statement, and all other documents, if any, prescribed by the Michigan Condominium Act and listed on the reverse side of this receipt.

As provided in Section 84 of the Michigan Condominium Act, your Purchase Agreement (a copy of which you previously received or which is delivered herewith) cannot become binding until the expiration of nine (9) business days from the date hereof. During that time you should be sure to carefully read the accompanying documents which control 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 and its Co-owners. Section 84a of the Condominium Act prescribes the information which must be given to you as a condominium purchaser and which is included in the accompanying documents. Section 84a(3) provides that, upon signing this receipt, you will be presumed to have received and understood such documents. In addition to the foregoing explanation, we have printed Sections 84 and 84a in full on the attached sheet.

Please sign and return to us the additional copy of this instruction sheet and receipt to acknowledge that it and the documents described on the reverse side have been delivered to you.

GERIC GROUP, L.L.C.

Receipt of documents described on
the attached sheet acknowledged:

By: _____

(If more than one Purchaser,
all must sign.)

Unit No.: _____

Dated: _____

WOODBRIDGE ESTATES OF CANTON

DOCUMENTS FURNISHED WITH RECEIPT AND INSTRUCTION SHEET

Purchaser Information Booklet containing:

- Receipt and Instruction Sheet
- Disclosure Statement
- Master Deed
- Bylaws
- Condominium Subdivision Plan
- 1st Amendment to Master Deed
- Condominium Subdivision Replat No. 1
- Association Articles of Incorporation
- Escrow Agreement

Other Documents:

- The Condominium Buyers Handbook

DISCLOSURE STATEMENT

WOODBRIDGE ESTATES OF CANTON

DEVELOPER

**GERIC GROUP, L.L.C.
51410 Milano Drive, Suite 115
Macomb Township, Michigan 48042**

Woodbridge Estates of Canton is a 476-unit residential condominium which may be further expanded.

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

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

WOODBRIDGE ESTATES OF CANTON

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Bernard J. Younsblood
Wayne Co. Register of Deeds

WOODBRIDGE ESTATES OF CANTON CONDOMINIUM

MASTER DEED

THIS MASTER DEED is made and executed on this 31st day of January, 2004, by Geric Group, L.L.C. a Michigan limited liability company, hereinafter referred to as the "Developer," the mailing address of which is 51410 Milano Drive, Suite 115, Macomb Township, Michigan 48042, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Woodbridge Estates of Canton Condominium as a Condominium Project under the Act and does declare that Woodbridge Estates of Canton Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors 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 Woodbridge Estates of Canton Condominium, Wayne County Condominium Subdivision Plan No. 759. The engineering and architectural plans for the Project were approved by, and are on file with the Township of Canton. The Condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. The buildings contain individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

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 2003 not examined
No. 2373 Ronald W. Loring Date 2/13/2004
WAYNE COUNTY TREASURER Clerk Y. Collins

EXAMINED AND APPROVED
DATE 13 Feb 2004
BY PL A/c A/c
DANIEL P. LANE
PLAT ENGINEER

02-13-2004 331275

DEED'S

GERIC-WOOD-Master Deed (00146054)

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ARTICLE II

LEGAL DESCRIPTION

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

SEE ATTACHED EXHIBIT C

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Woodbridge Estates of Canton 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 Woodbridge Estates of Canton Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

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

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

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

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

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

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Woodbridge Estates of Canton Condominium as a Condominium Project established in conformity with the Act.

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

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Woodbridge Estates of Canton Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such 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.

Section 10. Construction and Sales Period. "Construction 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 the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to add Units to the Project..

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

Section 12. Developer. "Developer" means Geric Group, L.L.C., a Michigan limited liability company., which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted 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 are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units are conveyed, whichever first occurs.

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

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Woodbridge Estates of Canton Condominium, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof, including the roadways, driveways and sidewalks located thereon not identified as Limited Common Elements, and all beneficial easements.

(b) Electrical. The electrical transmission system throughout the Project up to the electrical meter for each Unit. The electrical meter that serves the common elements is a general common element.

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

(d) Gas. The gas distribution system throughout the Project up to the gas meter for each Unit.

(e) Water. The water distribution system throughout the Project and including all water distribution lines and fittings for the lawn irrigation systems up to the water meter that serves each individual Unit.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of connections for individual Unit service.

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

(h) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings and floor construction between Unit levels.

(i) Storm Water System and Detention Facilities. The storm water system and detention facilities that serve the project, including without limitation, the storm water detention ponds.

(j) Recreational Facilities. The Clubhouse, swimming pool, and all open spaces not otherwise designated as Limited Common Elements on the Condominium Subdivision Plan.

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

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

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

(a) Porches, Patios, Decks and Balconies. Each individual porch, patio, deck, and balcony is restricted in use to the Co-owner(s) of the Unit(s) served thereby as shown on Exhibit B hereto.

(b) Air Conditioner Compressors. Each individual air conditioner compressor, its pad and other equipment and accessories related thereto together with the ground surface immediately below the pad, are restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(c) Windows, Screens and Doors. The windows, screens and doors in the Project which serve an individual Unit, are restricted in use to the Co-owner of the Unit to which such windows, screens and doors are appurtenant. The exterior appearance of windows, screens and doors may not be altered without the

prior written consent of the Developer during the Construction and Sales Period and thereafter, the Association.

(d) Interior Surfaces. The interior surfaces of Unit perimeter walls, ceiling and floors and garage perimeter walls shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(e) Utility Meters. Utility meters (except water meters and the electric meters which serve the common elements) are limited to the Unit served thereby.

(f) Electric, Gas and Water. The electric, gas and water systems from the point of the meter into the Unit which they serve are limited to the Units served thereby.

(g) Heating and Cooling Systems. Each heating and cooling system including, without limitation, all equipment and duct work related thereto are limited to the Unit served thereby.

(h) Driveways and Garages. Driveways and garages (garage doors and opening mechanisms, if any) shall be restricted in use to the Co-owner of the Unit served thereby as are designated on the Condominium Subdivision Plan.

(j) Sump Pumps. The sump pump, pit and all sump related equipment shall be limited to the Unit served thereby.

(k) Privacy Area. The privacy areas shall be limited to the Unit to which it is assigned on the Condominium Subdivision Plan.

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

(a) General Common Elements. The responsibility for and the costs of maintenance, decoration, repair and replacement of all General Common Elements, including without limitation, the roadways, open spaces, the detention ponds, and any recreational facilities shall be borne by the Association.

(b) Limited Common Elements. The costs of maintenance, decoration, repair and replacement of the Limited Common Elements shall be borne by the Co-owner of the Unit to which they are appurtenant, except that unobstructed lawn in the Privacy Areas shall be maintained by the Association. Any improvements, including, without limitation, landscaping installed in the Privacy Areas shall be maintained, repaired and replaced by the Co-owner of the Unit to which the Privacy Area is appurtenant.

(c) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair and replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment 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.

(d) Failure of Association to Maintain Roadways, Open Spaces, and Storm Sewer Facilities. In the event that the Association fails to provide adequate maintenance, repair or replacement of the roadways, the storm sewer facilities or the storm water detention basins, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair or replacement and the costs thereof plus an administrative fee of 25% of the costs assessed against the Co-owners and collected as a special assessment on the next Township tax roll.

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

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. The Condominium Project consists of 261 Units numbered 1 thru 261, inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Woodbridge Estates of Canton Condominium as prepared by Anderson, Eckstein and Westrick, Inc., the address of which is 51301 Schoenherr Road, Shelby Township, Michigan 48315. Each Unit shall include: (1) with respect to each Unit that has a basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the unfinished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is equal. The percentage of value assigned to each Unit shall be determinative of each respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATIONS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than

temporarily. Such consolidation 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.

(b) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries 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.

(c) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. The percentages of value shall be proportionately reallocated to the resultant Units in order to preserve a total value of 100% for the entire Project. The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited 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 such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. 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 and the Developer during the Construction and Sales Period. Upon receipt of such 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 the 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 such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

Section 3. 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.

ARTICLE VII

EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project, consisting of 261 Units initially, is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a

maximum of 476 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

(See Exhibit D attached hereto)

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

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

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

ARTICLE VIII

Convertible Areas

Section 1. Designation of Convertible Areas. The general common element areas adjacent to and surrounding each building have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified as provided herein. In addition, the General Common Element parking areas have been designated as convertible. During the Construction and Sales Period, individual parking spots may be designated by the Developer as Limited Common Elements appurtenant to particular Units. The Developer reserves the right to convert a reasonable number of parking spaces to Limited Common Elements and Developer shall be entitled to any compensation negotiated in connection with an assignment of a parking spot as a Limited Common Element.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording of this Master Deed to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element and subject to the approval of the Township of Canton if required by the Planned Development Agreement or Township ordinance.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

ARTICLE IX

OPERATIVE PROVISIONS

Any expansion or conversion in the Project shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, or conversion 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 and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

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

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the Township, as the same may be amended from time to time. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

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

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording 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 X

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements Granted by Developer. The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over under and across the Condominium to appropriate governmental agencies, adjoining land owners or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto 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 amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

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

lump sum payment made by any such Company during the Construction and Sales Period as a result of negotiation between the Developer and said Company shall be the sole property of the Developer.

Section 6. Easements Retained by Developer.

(a) Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VII. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VII, the closest means of access to a public road of which is over such road or roads. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by 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 the closest means of access to a public road of which is over such road.

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

Section 7. Storm Drainage Easement. There shall exist for the benefit of the Township in connection with its rights set forth in Article IV, Section 3(d) of this Master Deed, an access easement to the storm drainage system, including without limitation, any detention areas for the purpose of maintaining said storm drainage system if it deems it necessary or desirable. The easement granted herein may not be amended without the express written consent of the Township. Nothing in this Section shall be interpreted as providing public access to the Condominium. Perpetual easements exist and are hereby created in this Master Deed in favor of all Units, the Owners thereof and the Association for the continued existence, maintenance, repair and replacement of the storm drainage system whether located above or below ground and whether located on or in a Unit or Common Element. No Co-owner may interfere with any portion of the storm drainage system, including without limitation any swales.

Section 8. Emergency Vehicle Access Easement. There shall exist for the benefit of the Township or any emergency service agency, an easement over all of the roads in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

ARTICLE XI

AMENDMENT

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

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

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

Section 3. By Developer. 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 such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

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

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

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

Section 7. Amendments for Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing,

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may be assigned by it to any other entity or entities or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

WITNESSES:

(name)

Cindy Simpson

(name)

D. Kathleen Bryant

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

On this 13th day of FEBRUARY 2004, the foregoing Master Deed was acknowledged before me by Dominic D. Geric and Carl J. Munaco, the managers of Geric Group L.L.C., a Michigan limited liability company, on behalf of the company.

GERIC GROUP L.L.C.,
a Michigan limited liability company

By

Dominic D. Geric
Its: Manager

And

Carl J. Munaco
Its: Manager

Notary Public

Macomb County, Michigan
My Commission Expires:

CINDY SIMPSON
NOTARY PUBLIC MACOMB CO., MI
COMMISSION EXPIRES APR 30, 2007

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**

Kevin S. Macaddino, Esquire
Williams, Williams, Ruby & Plunkett
380 N. Old Woodward, Suite 300
Birmingham, MI 48009
(248) 642-0333

EXHIBIT A**WOODBRIDGE ESTATES OF CANTON CONDOMINIUM****BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

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

ARTICLE II**ASSESSMENTS**

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget; Regular Assessments.** The Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs

and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements and repairs of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$10,000 annually for the entire Condominium Project, or (2) that an emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Association also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$10,000 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Association) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Apportionment of Assessments. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibility for Assessments. During the Construction and Sales Period as defined in Article III of the Master Deed, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall during the Construction and Sales Period pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of Completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, during the Construction and Sales Period, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied

Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not Completed notwithstanding the fact that such Units not Completed may have been included in the Master Deed. 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. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the Township of Canton.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. Each installment in default for 10 or more days shall bear interest from the initial due date thereof at the maximum rate allowed by law until each installment is paid in full. A late charge not to exceed \$25.00 per month, per installment may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full. The Association shall also have the right to apply a discount for assessments received by it on or before the date upon which any such assessment falls due. The Association may, pursuant to Article XIX, Section 4 and Article XX hereof, levy fines for late payment of assessments in addition to interest and late charges. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. 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.

Section 7. Enforcement.

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

payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

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

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

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III

ARBITRATION AND LITIGATION

Section 1. Arbitration Among or Between Co-Owner(s) and the Association.

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

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

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

Section 2. Arbitration Between the Developer and Co-owner(s) and/or the Association. By purchase of a Unit, Co-owners agree as follows:

(a) At the exclusive option of a co-owner, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than Two Thousand Five Hundred Dollars (\$2,500.00) and arises out of or relates to a Condominium Unit or the Condominium Project.

(b) With respect to any claim that might be the subject of a civil action between co-owner and the Developer, which claim involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or more and arises out of or relates to Condominium Unit or the Condominium Project, such claim shall be settled by arbitration.

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

(d) With respect to any claim that might be the subject of a civil action between the Association and the Developer, which claim arises out of or relates to the common elements of the Condominium Project, if the amount of the claim is in excess of Ten Thousand Dollars (\$10,000.00) such claim shall be settled by arbitration.

(e) With respect to all arbitration under this Section 2 (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration, and (iii) this agreement herein to arbitrate precludes the parties from litigating such claims in the courts.

(f) Nothing in this Section 2 shall, however, prohibit a co-owner from maintaining an action in court against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents, nor to prohibit a co-owner from maintaining an action in court 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.

Section 3. Litigation.

(a) Prior to commencing a civil action on behalf of the Association, other than an action to enforce the Condominium Documents or to collect delinquent assessments, the Board of Directors shall (i) issue a written report to all members at least 10 days prior to the Evaluation Meeting as hereinafter defined, outlining their recommendation that a civil suit be filed, including full disclosure of all attempts to settle the controversy, (ii) call a special meeting of the Co-owners for the express purpose of evaluating the merits of the proposed litigation ("Evaluation Meeting"); (iii) present to the Co-owners prior to or at the Evaluation Meeting the litigation attorney's proposed written fee agreement including the total estimated cost of the civil action through a trial on the merits, a written estimate of the legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation, a good faith estimate of the likelihood that the Association will prevail, the billing and payment policies of the litigation attorney and a commitment to provide written status reports of the litigation, settlement progress and updated cost and recovery estimates no less than every 60 days.

(b) At the Litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney proposed by the Board of Directors. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) must be approved by 66 2/3% of the Co-owners.

(c) All fees estimated to be incurred in pursuit of any civil action subject to paragraphs (a) and (b) above shall be paid only by special assessment of the Co-owners, which special assessment must be

approved at the Evaluation Meeting. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

ARTICLE IV

INSURANCE

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

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

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

standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

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

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

(e) Deductible. When a claim is made on any of the insurance policies maintained by the Association which is subject to a deductible amount, the deductible amount shall be paid by the Co-owner of the damaged Unit or appurtenant Limited Common Element sustaining the damage. In the case of damage to a General Common Element, the deductible shall be paid by the Association, except in case of Co-owner fault in which case the Co-owner at fault shall be responsible for the deductible.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

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

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

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

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as

comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of a Unit or Limited Common Element which is the responsibility of a Co-owner to maintain and repair or if the Co-owner or an invitee thereof has caused said damage, it shall be the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

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

Section 4. Association Responsibility for Repair. Except as provided in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after the occurrence of 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 place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of the occurrence which caused damage to the property.

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

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

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

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

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

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC, or FNMA, as the case may be, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below, with the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in

writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion and may enter into leases for durations of less than one year to facilitate sales activities.

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

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

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

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

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

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

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

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

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements without the express written approval of the Association, including without limitation exterior painting or the erection of, lights, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves

or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access,

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

Section 5. Pets. No animals except one (1) domesticated common, household pet shall be maintained by any Co-owner unless specifically approved in writing by the Association. In granting such approval, the Association shall be guided by the type, size, weight and disposition of the animal. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 6. Aesthetics. 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. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any porch, deck or privacy area and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in the garages 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. In general, no activity shall be

carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than vehicles used primarily for general personal transportation purposes, may be parked or stored upon the general and/or limited common areas of the Condominium unless parked in an area specifically designated therefore by the Association. Inoperable vehicles of any type may only be stored within the garage of each Unit. Each Co-owner shall park his or her car in the garage assigned to his or her Unit. Notwithstanding the foregoing, Co-owners may use their respective driveways for the occasional, temporary parking of motorhomes and/or trailers for a period not to exceed 24 hours. Without the prior written consent of the Association, the General Common Element parking areas are to be utilized for the sole purpose of guest parking.

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, during the Construction and Sales Period, and, subsequent thereto, only with prior written permission from the Association.

Section 9. Rules. It is intended that 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 the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

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

Section 11. Landscaping & Lighting. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association. No Co-owner shall tamper with the photo-cell lighting on the exterior of the garage, if installed. Each Co-owner shall be responsible for the electricity to power said photo cell lights, but the Association shall be responsible for replace and repair thereof.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways and other Common Element areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Lawn and patio furniture shall be neatly and properly stored out of season.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common 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.

Section 14. Reserved Rights of Developer.

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

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

(c) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 15. Window Treatments. The portion of window treatments visible from the exterior of a Unit must be white or off-white unless otherwise approved by the Developer during the Construction and Sales Period, and thereafter by the Association.

Section 16. General. The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all Co-owners. The

Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI in its sole discretion. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer.

Section 17. Antenna and Satellite Dishes. No antenna or satellite dishes may be installed upon the General Common Elements. Prior to installation of an antenna or satellite dish (either is hereafter referred to as "antenna") on a Limited Common Element, a Co-owner must seek the written approval of the Developer during the Construction and Sales period, and the Association thereafter for the height and location of; (a) an antenna that is designed to receive direct broadcast satellite service, including direct-to home satellite services, that is one meter or less in diameter; and (b) an antenna that is designed to receive video programming service via multipoint distribution services, instructional television fixed services, and local multipoint distribution services and that is one meter or less in diameter or diagonal measurement; and (c) an antenna that is designed to receive television broadcast signals. The Developer and Association may not, in the approval process (i) unreasonably delay or prevent installation, maintenance or use of antenna on Limited Common Elements, (ii) unreasonably increase the cost of installation, maintenance or use, or (iii) preclude reception of an acceptable quality signal. No antenna other than as described in (a), (b) and (c) of this Section shall be allowed.

Section 18. Fireplace. Fireplaces are gas burning and electric. Burning of wood burning or any other solid matter is expressly prohibited.

Section 19. Tree Preservation and Open Space. No trees may be removed from the tree preservation area as depicted on the Condominium Subdivision Plan without the express written permission of the Township of Canton unless such tree is dead and/or creating a public safety hazard. The Association shall at all times comply with any woodland ordinances which pertain to the Condominium. No structures may be constructed on the General Common Element open space areas without the prior written approval of the Township.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association 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.

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

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

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V if the master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

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

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

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

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

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

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Association.

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

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

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

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

Section 5. Notice of Meetings. It shall be the duty of the secretary (or other Association officer in the secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings 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 purposes of this Section, the order of seniority of officers shall be president, vice president, secretary and treasurer.

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

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum 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 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the president or secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be *prima facie* evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

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

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be initially comprised of 3 members and shall continue to be so comprised until enlarged to 7 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a board of seven (7) directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the board. Immediately prior to the appointment of the first non-developer Co-owners to the board, the board shall be increased in size from three persons to seven (7) persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, two (2) of the seven (7) Directors shall be selected by non-developer Co-owners. Not later than 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, three (3) of the directors shall be elected by non-developer Co-owners. When the required number of conveyances has 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. Upon certification by the Co-owners to the Developer of the Director(s) so elected, the Developer shall then immediately appoint such Director(s) to the Board to serve until the First Annual Meeting of members unless he or she is removed pursuant to Section 7 of this Article or he or she resigns or becomes incapacitated.

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

(1) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Such designee, if any, shall be one of the total number of Directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (4) below. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (1). Application of this subparagraph does not require a change in the size of the Board of Directors.

(3) 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 2(b) and subparagraph (c)(1), 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 subparagraph (c)(2) 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 Director as provided in subsection (c)(2).

(4) At the First Annual Meeting four (4) Directors shall be elected for a term of two years and three (3) Director shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the four (4) persons receiving the highest number of votes shall be elected for a term of two years and the person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either four (4) or three (3) Director(s) shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

Section 3. Powers and Duties. The board of directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. Any action required by the Condominium Documents to be done by the Association shall be performed by action of the board of directors unless specifically required to be done by, or with the approval of, the Co-owners.

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned

by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

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

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

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

Section 5. Management Agent. The board of directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the board to perform such duties and services as the board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the board of directors or the members of the Association. In no event shall the board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years, which is not terminable by the Association upon 90-day written notice thereof to the other party, or which provides for a termination fee and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. The Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Vacancies in the board of directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. 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 the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent in number and value of all of the Co-owners and a successor may then and there by 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 Article X, Section 4. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

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

Section 9. Regular Meetings. Regular meetings of the board of directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director personally, by mail, telephone or telegraph, at least ten days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the board of directors may be called by the president on three-day notice to each director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the board of directors shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

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

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

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

Section 14. Fidelity Bonds. The board of directors shall require that all office 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 15. Suspension of Voting. A director's voting rights in matters before the Board shall be suspended during any period in which assessments of any kind, regular or special, against his or her Unit are more than 45 days delinquent.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a president, a vice president, a secretary and a treasurer, all of whom shall be directors. 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 Association and of the board of directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able

to act, the board of directors shall appoint some other member of the board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the board of directors.

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

(d) Treasurer. The treasurer shall have responsibility for the Association'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 and shall hold office at the pleasure of the board.

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

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the board of directors.

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

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

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% in number and value of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 67% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

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

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

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

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

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

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's 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 attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained

contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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

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

ARTICLE XX

ASSESSMENT OF FINES

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

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

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

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

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

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

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

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. Twenty-Five Dollar (\$25.00) fine.
- (c) Third Violation. Fifty Dollar (\$50.00) fine.
- (d) Fourth Violation and Subsequent Violations. One Hundred Dollar (\$100.00) fine.

Each month in which a violation occurs shall be deemed a separate violation for which a fine may be levied.

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

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

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

ARTICLE XXII

SEVERABILITY

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

**EXHIBIT D TO MASTER DEED OF
WOODBRIDGE ESTATES OF CANTON CONDOMINIUM**

LEGAL DESCRIPTION OF EXPANDABLE AREA:

PART OF NORTHWEST QUARTER OF SECTION 32, TOWN 2 SOUTH, RANGE 8 EAST, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS:

BEGINNING ON THE NORTH AND SOUTH QUARTER LINE OF SECTION 32 SOUTH 00 DEGREES 01 MINUTES 08 SECONDS EAST 2230.75 FEET FROM THE NORTH QUARTER POST OF SECTION 32; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 08 SECONDS EAST 400.56 FEET ALONG THE NORTH AND SOUTH QUARTER LINE TO THE CENTER POST OF SECTION 32; THENCE SOUTH 89 DEGREES 53 MINUTES 21 SECONDS WEST 1161.52 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 32; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 1886.90 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS EAST 130.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 21 SECONDS EAST 61.18 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS EAST 255.09 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 21 SECONDS EAST 719.43 FEET; THENCE SOUTH 24 DEGREES 04 MINUTES 32 SECONDS EAST 209.52 FEET; THENCE NORTH 64 DEGREES 52 MINUTES 32 SECONDS EAST 127.25 FEET; THENCE SOUTH 51 DEGREES 06 MINUTES 13 SECONDS EAST 101.74 FEET; THENCE NORTH 36 DEGREES 47 MINUTES 35 SECONDS EAST 68.25 FEET; THENCE SOUTH 47 DEGREES 06 MINUTES 51 SECONDS EAST 64.86 FEET; THENCE SOUTH 33 DEGREES 39 MINUTES 51 SECONDS EAST 105.37 FEET; THENCE SOUTH 55 DEGREES 12 MINUTES 18 SECONDS WEST 113.24 FEET; THENCE SOUTH 33 DEGREES 05 MINUTES 09 SECONDS EAST 245.45 FEET; THENCE DUE EAST 112.21 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 01 SECONDS EAST 155.56 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 196.21 FEET TO THE POINT OF BEGINNING. CONTAINING 29.1237 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

**EXHIBIT C TO MASTER DEED OF
WOODBRIDGE ESTATES OF CANTON CONDOMINIUM**

LEGAL DESCRIPTION:

PART OF NORTHWEST QUARTER OF SECTION 32, TOWN 2 SOUTH, RANGE 8 EAST, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS:

BEGINNING ON THE NORTH AND SOUTH QUARTER LINE OF SECTION 32 SOUTH 00 DEGREES 01 MINUTES 08 SECONDS EAST 60.00 FEET FROM THE NORTH QUARTER POST OF SECTION 32; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 08 SECONDS EAST 2170.75 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 32; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS WEST 196.21 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 01 SECONDS WEST 155.56 FEET; THENCE DUE WEST 112.21 FEET; THENCE NORTH 33 DEGREES 05 MINUTES 09 SECONDS WEST 245.45 FEET; THENCE NORTH 55 DEGREES 12 MINUTES 18 SECONDS EAST 113.24 FEET; THENCE NORTH 33 DEGREES 39 MINUTES 51 SECONDS WEST 105.37 FEET; THENCE NORTH 47 DEGREES 06 MINUTES 51 SECONDS WEST 64.86 FEET; THENCE SOUTH 36 DEGREES 47 MINUTES 35 SECONDS WEST 68.25 FEET; THENCE NORTH 51 DEGREES 06 MINUTES 13 SECONDS WEST 101.74 FEET; THENCE SOUTH 64 DEGREES 52 MINUTES 32 SECONDS WEST 127.25 FEET; THENCE NORTH 24 DEGREES 04 MINUTES 32 SECONDS WEST 209.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 719.43 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 39 SECONDS WEST 255.09 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 61.18 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 39 SECONDS WEST 130.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 689.58 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GEDDES ROAD (120.00 FEET WIDE); THENCE SOUTH 89 DEGREES 51 MINUTES 24 SECONDS EAST 1160.93 FEET ALONG THE SOUTH LINE OF GEDDES ROAD TO THE POINT OF BEGINNING. CONTAINING 39.4912 ACRES. MORE OR LESS.

WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN No. 759

EXHIBIT "B" TO THE MASTER DEED OF
WOODBRIDGE CANTON CONDOMINIUM
CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

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.

LEGAL DESCRIPTION

PART OF NORTHWEST QUARTER OF SECTION 32, TOWN 2 SOUTH, RANGE 8 EAST, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS:

BEGINNING ON THE NORTH AND SOUTH QUARTER LINE OF SECTION 32, SOUTH 00 DEGREES 01 MINUTES 08 SECONDS EAST 60.00 FEET FROM THE NORTH QUARTER POST OF SECTION 32; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 08 SECONDS EAST 2170.75 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 32; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS WEST 196.21 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 01 SECONDS WEST 155.86 FEET; THENCE DUE WEST 112.21 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 09 SECONDS WEST 245.45 FEET; THENCE NORTH 55 DEGREES 12 MINUTES 18 SECONDS EAST 113.24 FEET; THENCE NORTH 33 DEGREES 39 MINUTES 51 SECONDS WEST 105.37 FEET; THENCE NORTH 47 DEGREES 06 MINUTES 51 SECONDS WEST 64.86 FEET; THENCE SOUTH 36 DEGREES 47 MINUTES 35 SECONDS WEST 68.25 FEET; THENCE NORTH 51 DEGREES 06 MINUTES 06 SECONDS WEST 101.74 FEET; THENCE SOUTH 64 DEGREES 52 MINUTES 32 SECONDS WEST 127.25 FEET; THENCE NORTH 24 DEGREES 04 MINUTES 32 SECONDS WEST 205.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 719.43 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 39 SECONDS WEST 255.09 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 61.18 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 39 SECONDS WEST 130.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 689.58 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GEDDES ROAD (120.00 FEET WIDE); THENCE SOUTH 89 DEGREES 51 MINUTES 24 SECONDS EAST 1160.93 FEET ALONG THE SOUTH LINE OF GEDDES ROAD TO THE POINT OF BEGINNING, CONTAINING 39.4912 ACRES, MORE OR LESS.

DEVELOPER:

GERIC GROUP, L.L.C.
51410 MILANO DRIVE, SUITE 115
MACOMB, MICHIGAN 48042

SURVEYOR:

CRAIG P. AMEY
PROFESSIONAL SURVEYOR
LICENCE NO. 34970
ANDERSON, ECKSTEIN AND WESTRICK INC.
51301 SCHOENHERR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315

EXAMINED AND APPROVED

DATE 1/31/04
BY DR. A/L A/L

DANIEL P. LANE
PLAT ENGINEER

PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"

SHEET 1

ALW #5552-003

SHEET INDEX:	
1. COVER SHEET	14. UTILITY PLAN
2. SURVEY PLAN	15. UTILITY PLAN
3. SURVEY PLAN	16. UNIT TYPE A
4. SURVEY PLAN	17. CROSS SECTIONS A-A
5. SURVEY PLAN	18. BASEMENT AND FIRST FLOOR PLAN
6. SURVEY PLAN	19. UNIT TYPE B WITH BAY
7. LINE & CURVE	20. SECOND FLOOR PLAN
TABLES	21. UNIT TYPE B WITH BAY
B. SITE PLAN	22. UTILITY PLAN
9. SITE PLAN	23. CROSS SECTIONS B-B
10. SITE PLAN	24. FIRST FLOOR PLAN
11. SITE PLAN	25. SECOND FLOOR PLAN
12. UTILITY PLAN	26. CROSS SECTION C-C
13. UTILITY PLAN	

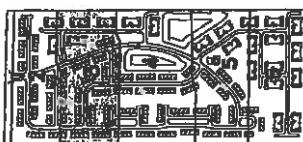
PROFESSIONAL SURVEYOR

CRAIG P. AMEY
LAND SURVEYOR
No. 34970

**WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM**

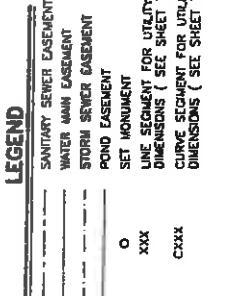
LOCATION MAP

અધ્યાત્મ



KEY PLAN

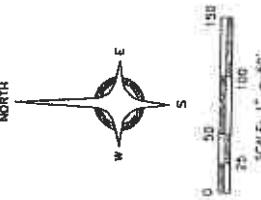
NOT TO SCALE



John C. Anderson
CRAB 6, ANNEX 7
PROFESSIONAL SURVEYOR
LICENSURE NO. 14570
ANDERSON, ECKER, LTD.
5101 S. BROADMOOR AVE.
SCHUYLER TOWNSHIP, MICHIGAN 48315

**SURVEY PLAN
PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"
SHEET 3**

AEW 4552-002



**WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM**

LOCATION MAP

KEY PLAN

LEGEND

SANITARY SEWER EASEMENT
WATER MAIN EASEMENT
STORM SEWER EASEMENT
POND EASEMENT

SET MONUMENT

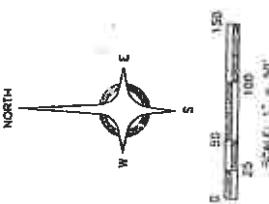
LINE SEGMENT FOR UTILITY
DIMENSIONS (SEE SHEET 1)

CURVE SEGMENT FOR UTILITY
DIMENSIONS (SEE SHEET 2)

Edna
CRANE P. AMERY, PROFESSIONAL SURVEYOR
LICENSURE No. 34920
ANDERSEN, LARSEN, ECHTMER, AND NESTRICK, INC.
34520, 5115 COHENFUR ROAD
531361, SCHAUMBURG, ILLINOIS
SHELBY TOWNSHIP, MICHIGAN 48115

**SURVEY PLAN
PROPOSED
FEBRUARY 12, 2004
MUST BE BUILT
SHEET 5**

500-2554 MAY



WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

CURVE

DELTA

RADIUS

LENGTH

CHORD

BEARING

LINE	LENGTH	BEARING
C606	8756.99'	N100°08'53"E
C607	12401.03'	N16°19'56"W
C608	12516.43'	N17°12'50"W
C609	12516.45'	N17°12'50"W
C610	8955.45'	N05°09'21"E
C611	9157.55'	N51°15'28"E
C612	20414.38"	N43°16'55"W
C613	8741.08"	N100°00'00"E
C614	108516.15"	N41°57'27"E
C615	4514.32"	N05°18'45"E
C616	4514.30"	N05°18'45"E
C617	7303.19"	N05°18'45"E
C618	8350.47"	N44°24'31"W
C819	92.00	131.03

LINE TABLE

LINE

LENGTH

BEARING

LINE	LENGTH	BEARING
248	273.35	N20°19'28"W
249	10.42	N45°44'59"W
250	120.03	S44°15'59"W
251	83.04	S55°35'48"E
252	14.03	S55°35'48"E
253	110.00	S44°15'18"E
254	95.63	S44°15'18"E
255	115.45	S44°15'18"E
256	5.00	S44°15'18"E
257	75.35	S112°27'41"E
258	4.47	S112°27'41"E
259	113.05	S00001.08"E
260	68.28	S00001.08"E
261	26.50	S00001.08"E
262	26.50	N00001.08"E
263	41.50	S00001.08"E
264	62.34	S00001.08"E
265	10.39	S55°46'42"W
266	61.50	S55°46'42"W
267	41.50	S55°46'42"W
268	46.06	N85°51'25"W
269	113.86	N85°51'25"W
270	5.00	N85°51'25"W
271	118.46	N85°51'25"W
272	61.44	S00001.08"E
273	16.14	S45°01'08"E
274	126.74	S00001.08"E
275	10.00	S00001.08"E
276	50.00	S00001.08"E
277	27.13	S00001.08"E
278	56.87	S00001.08"E
279	72.12	S00001.08"E
280	35.04	S00001.08"E
281	71.01	S00001.08"E
282	37.70	S00001.08"E
283	41.50	N00001.08"E
284	43.93	N12°26'08"W
285	23.24	N12°26'08"W
400	60.00	N00001.08"E
401	217.00	N00001.08"E
402	22.98	S00001.08"E
403	26.57	S00001.08"E
404	270.65	N54°31'18"W
405	203.86	N54°31'18"W
406	116.17	N85°03'19"W
407	70.37	N42°45'15"W
408	33.06	N58°54'36"W
409	156.85	S00001.08"E
410	195.39	S00001.08"E
411	7.28	S10°53'19"W
412	101.69	S45°31'18"E
413	8.00	S24°25'32"W
414	69.07	S78°54'36"W
415	25.00	S09°31'12"E
416	18.31	S00001.08"E
417	278.67	S00001.08"E
418	19.26	S00001.08"E
419	228.64	S00001.08"E
420	42.00	S00001.08"E
421	5.00	N85°58'52"W
422	23.50	S88°26'12"W
423	146.13	S45°31'18"E
424	68.24	S3.35
425	165.25	S88°38'52"W
426	109.69	S85°54'45"W
427	23.50	S88°26'12"W
428	83.35	S45°31'18"E
429	91.88	S88°38'52"W
430	91.56	S88°38'52"W
431	63.44	S3.35
432	165.25	S88°38'52"W
433	30.50	S88°26'12"W
434	121.56	S88°38'52"W
435	12.48	S88°38'52"W
436	101.46	S88°26'12"W
437	185.52	S88°38'52"W
438	3.67	N14°29'41"E

LINE TABLE

LINE

LENGTH

BEARING

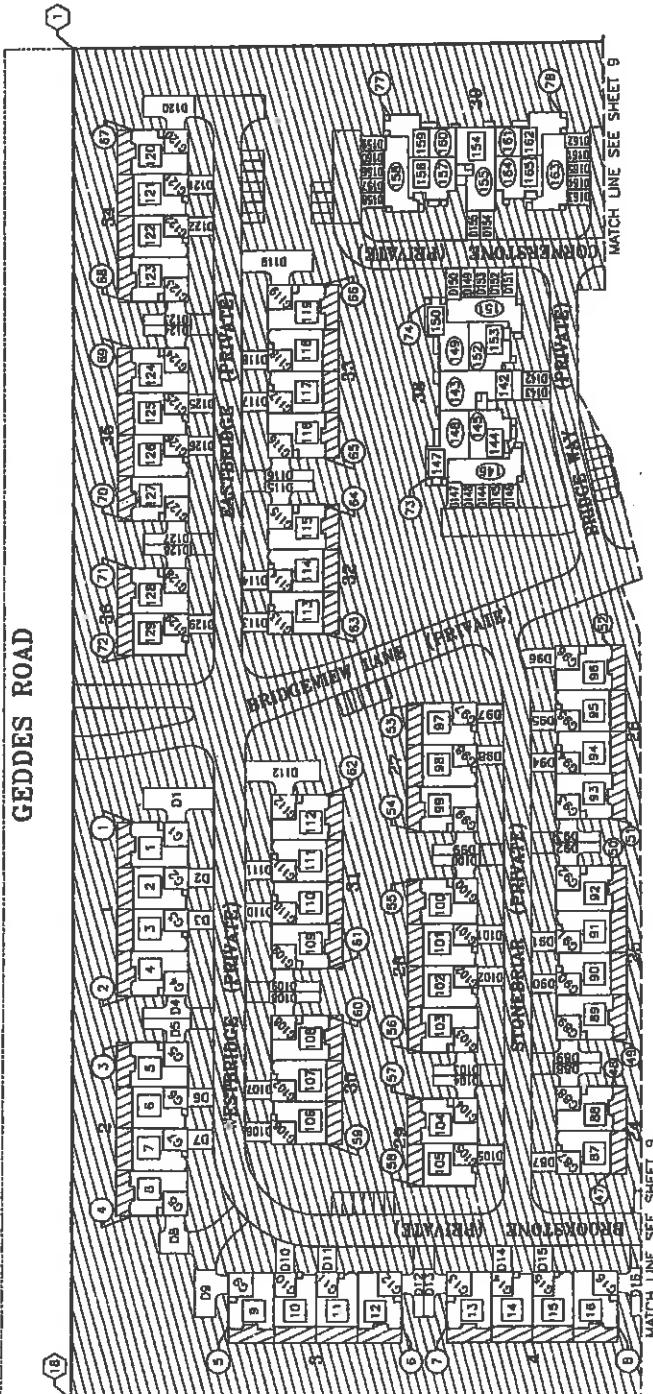
LINE	LENGTH	BEARING
205	268.00	S00001.08"E
207	105.50	S00001.08"E
208	48.50	N85°51'25"W
209	21.0	S3.35
210	48.50	S00001.08"E
211	21.0	S00001.08"E
212	14.40	S00001.08"E
213	55.19	S00001.08"E
214	62.35	S112°16'15"E
215	62.35	S1.35
216	103.70	S1.35
217	267.80	N85°51'25"W
218	21.0	S00001.08"E
219	418.91	S00001.08"E
220	53.15	S67°54'40"W
221	23.50	S112°16'15"E
222	362.13	S00001.08"E
223	7.98	S10°31'21"E
224	426.01	S00001.08"E
225	92.00	S00001.08"E
226	9.00	S00001.08"E
227	81.69	S23°24'52"W
228	45.34	S00001.08"E
229	21.0	S00001.08"E
230	35.14	S00001.08"E
231	68.40	S00001.08"E
232	57.77	S00001.08"E
233	117.45	N85°51'25"W
234	10.93	S00001.08"E
235	107.23	S00001.08"E
236	41.50	N85°51'25"W
237	23.50	S00001.08"E
238	40.59	S00001.08"E
239	58.59	S88°38'52"W
240	41.50	N85°51'25"W
241	41.50	N85°51'25"W
242	41.50	N85°51'25"W
243	41.50	N85°51'25"W
244	41.50	N85°51'25"W
245	41.50	N85°51'25"W
246	46.07	S88°38'52"W
247	74.26	S10°21'15"E
248	11.35	N76511.35"
249	167.23	S00001.08"E
250	115.00	S00001.08"E
251	68.71	S00001.08"E
252	124.95	S00001.08"E
253	96.19	S00001.08"E
254	360.00	S00001.08"E
255	53.67	S00001.08"E
256	95.76	S00001.08"E
257	136.04	S00001.08"E
258	8.39	S00001.08"E
259	111.83	S71946.32"
260	249.86	S88°58'40"W
261	53.77	S00001.08"E
262	53.77	S00001.08"E
263	162.35	S00001.08"E
264	115.00	S00001.08"E
265	103.00	S00001.08"E
266	90.35	S00001.08"E
267	308.59	S00001.08"E
268	46.07	S88°38'52"W
269	1044.26	S88°38'52"W
270	60.00	S00001.08"E
271	95.29	S00001.08"E
272	249.00	S00001.08"E
273	30.00	S00001.08"E
274	30.00	S00001.08"E
275	165.52	S00001.08"E

LINE	LENGTH	BEARING
205	268.00	S00001.08"E
207	105.50	S00001.08"E
208	48.50	N85°51'25"W
209	21.0	S3.35
210	48.50	S00001.08"E
211	21.0	S00001.08"E
212	14.40	S00001.08"E
213	55.19	S00001.08"E
214	62.35	S112°16'15"E
215	62.35	S1.35
216	103.70	S1.35
217	267.80	N85°51'25"W
218	21.0	S00001.08"E
219	418.91	S00001.08"E
220	53.15	S67°54'40"W
221	23.50	S112°16'15"E
222	362.13	S00001.08"E
223	7.98	S10°31'21"E
224	426.01	S00001.08"E
225	92.00	S00001.08"E
226	9.00	S00001.08"E
227	81.69	S23°24'52"W
228	45.34	S00001.08"E
229	21.0	S00001.08"E
230	35.14	S00001.08"E
231	68.40	S00001.08"E
232	57.77	S00001.08"E
233	117.45	N85°51'25"W
234	10.93	S00001.08"E
235	107.23	S00001.08"E
236	41.50	N85°51'25"W
237	23.50	S00001.08"E
238	40.59	S00001.08"E
239	58.59	S88°38'52"W
240	41.50	N85°51'25"W
241	41.50	N85°51'25"W
242	41.50	N85°51'25"W
243	41.50	N85°51'25"W
244	41.50	N85°51'25"W
245	41.50	N85°51'25"W
246	46.07	S88°38'52"W
247	74.26	S10°21'15"E
248	11.35	N76511.35"
249	167.23	S00001.08"E
250	115.00	S00001.08"E
251	68.71	S00001.08"E
252	124.95	S00001.08"E
253	96.19	S00001.08"E
254	360.00	S00001.08"E
255	53.67	S00001.08"E
256	95.76	S00001.08"E
257	136.04	S00001.08"E
258	8.39	S00001.08"E
259	111.83	S71946.32"

SURVEY PLAN
PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"
SHEET 7

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

GEDDES ROAD



SCHEDULE OF
BOUNDARY COORDINATES

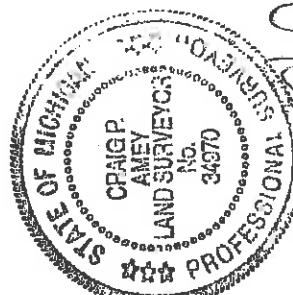
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1	15151.22	11986.21	52	14749.76	12137.10
2	15161.56	11849.54	53	14911.76	12099.03
3	15161.69	11799.54	54	14911.74	11978.42
4	15162.06	11850.88	55	14911.74	11938.42
5	15079.68	11555.39	56	14911.73	11789.75
6	14931.22	11555.41	57	14911.72	11749.75
7	14891.22	11555.41	58	14911.72	11675.15
8	14742.55	11555.43	59	14996.90	11712.31
47	14748.72	11685.16	60	14986.63	11822.20
48	14748.72	11759.76	61	14986.53	11862.20
49	14748.73	11798.76	62	14996.16	12010.87
50	14748.73	11849.41	63	14998.81	12149.64
51	14748.75	11988.43	64	14998.54	12260.25

SCHEDULE OF
UNIT COORDINATES

NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING
1	15151.22	11986.21	52	14749.76	12137.10
2	15161.56	11849.54	53	14911.76	12099.03
3	15161.69	11799.54	54	14911.74	11978.42
4	15162.06	11850.88	55	14911.74	11938.42
5	15079.68	11555.39	56	14911.73	11789.75
6	14931.22	11555.41	57	14911.72	11749.75
7	14891.22	11555.41	58	14911.72	11675.15
8	14742.55	11555.43	59	14996.90	11712.31
47	14748.72	11685.16	60	14986.63	11822.20
48	14748.72	11759.76	61	14986.53	11862.20
49	14748.73	11798.76	62	14996.16	12010.87
50	14748.73	11849.41	63	14998.81	12149.64
51	14748.75	11988.43	64	14998.54	12260.25

DESIGNATED GARAGE WITH
UNITED COMMON ELEMENT
NOT TO SCALE
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
BOUNDARY COORDINATE POINT
UNIT COORDINATE POINT

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D100



SITE PLAN
PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"
SHEET 8

AFW #552-003

**WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM**

WATCH LINE SEE SHEET B

WICHEN LINIE SEE EHELL 8

PROPOSED
FUTURE DEVELOPMENT

WATCH LINE SEE SHEET 101

SCHEDULE OF
BOUNDARY COORDINATES

NUMBER	NORTHING	EASTING
14	14463.74	11876.55
15	14463.71	11823.46
16	14524.89	11823.45
17	14524.88	11463.45

SCHEDULE OF UNIT COORDINATES								
NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING	NUMBER		
9	14702.25	11555.43	32	14279.84	12278.07	43	14564.74	11978.78
10	14553.88	11555.45	33	14382.31	12422.41	44	14564.74	11864.11
11	14699.70	11675.46	34	14495.57	12382.70	45	14654.73	11824.10
12	14698.73	11824.15	35	14665.87	12153.43	46	14654.72	11675.44
13	14520.04	11917.07	38	14547.58	12184.37	75	14743.50	12452.54
14	14371.37	11917.08	37	14509.56	12198.82	76	14503.83	12352.59
15	14331.37	11929.56	38	14405.45	12238.22	79	14713.95	12594.48
16	14182.70	11929.58	39	14411.35	12158.61	80	14564.28	12594.33
25	14173.16	12084.58	40	14441.82	12046.01	81	14489.95	12549.55
30	14123.82	12084.56	41	14520.16	12160.71	82	14338.26	12594.60
31	14279.23	12168.40	42	14622.00	12057.55	83	14263.93	12594.43
						84	14114.28	12594.88

KEY PLAN

NOT TO SCALE

LEGEND

GENERAL, COMMON ELEMENT

LIMITED COMMON ELEMENT

BUILDING NUMBER
UNIT NUMBER
LOWER UNIT NUMBER
UPPER UNIT NUMBER
DESIGNATED DRIVEWAY WITH
CORRESPONDING UNIT NUMBER
LOWER UNIT NUMBER
COMMON ELEMENT
CORRESPONDING UNIT NUMBER
COMMON ELEMENT

PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"
SHEET 9

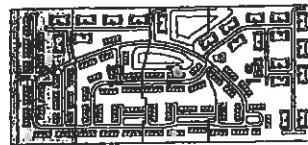
111

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

NORTH



0 25 50 100 150
SCALE: 1" = 55'



KEY PLAN

NOT TO SCALE

LEGEND

- PHONE, CABLE TV, ELECTRIC & GAS UTIL. CONDUITS
- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE IN WELL
- CATCH BASIN (PANT)
- CATCH BASIN (FIELD)
- STORM MANHOLE

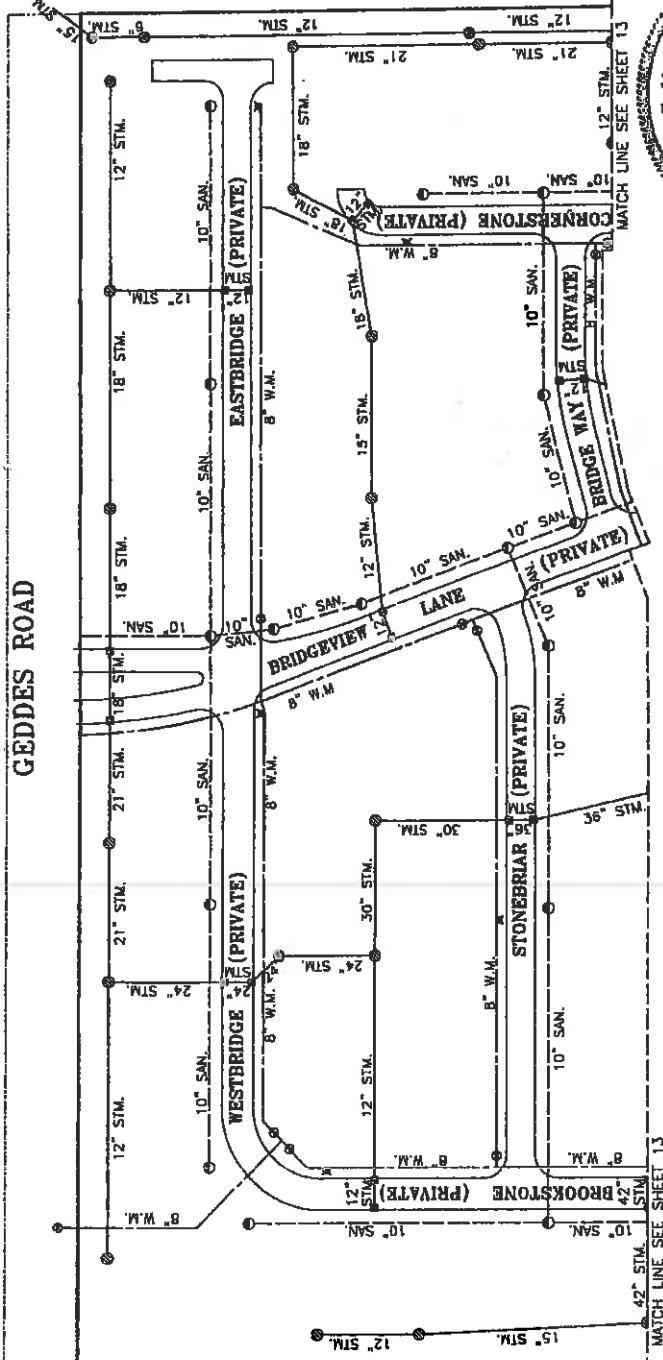
UTILITY PLAN

PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"

SHEET 12

AEW #552-003

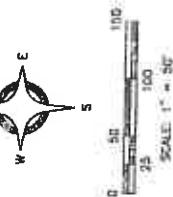
GEDDES ROAD



GENERAL NOTATIONS
ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY CANTON TOWNSHIP, SANITARY SEWER, WATER MAIN, AND STORM SEWER INFORMATION AS SHOWN PER ANDERSON, ECKSTEIN, AND WESTRICK INC. ENGINEERING DRAWINGS.
ALL UNITS TO BE SERVICED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE.
UTILITIES, AS SHOWN, INDICATE APPROVED LOCATIONS OF FACILITIES ONLY AS DISPLAYED BY THE RECORDS OF VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF. UTILITY LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.

WOODBRIDGE ESTATES OF CANTON CONDOMINIUM

280



KEY POINTS

WRT 20

四

PHONE, CABLE, TV, ELECR.
& GAS UTIL. CONDUITS
SANITARY SEWER
WATER MAIN
STORM SEWER
SANITARY MANHOLE
HYDRANT
GATE VALVE IN WELL
CATCH BASIN (PANTRY)
CATCH BASIN (FIELD)
STORM MANHOLE

CRAIG P. AMY
PROFESSIONAL SURVEYOR
LICENSE NO. 34980
ANDERSON, EGERTON, AND WESTRICK INC.
51201 SCHOPENHIER ROAD
SHELBY TOWNSHIP, MICHIGAN 48355

**UTILITY PLAN
PROPOSED
FEBRUARY 12, 2000
"MUST BE BUILT
SHEET 15**

4720 4721 4722

PROPOSED FUTURE DEVELOPMENT

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

UNIT SCHEDULE

UNIT TYPE A	UNIT TYPE A REV.
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125	126
126	127

OPEN TO BELOW

OPTIONAL
SECOND FLOOR PLAN
UNIT TYPE A

- NOTE:
- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROXIMATE 90° ANGLES TO EACH OTHER.
 - ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 0.75" UNLESS NOTED OTHERWISE.
 - ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
 - THE DIMENSIONS OF UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.
 - ALL UNIT TYPE A WILL BE CONSTRUCTED WITHOUT OPTIONAL SECOND FLOOR PLAN UNLESS PURCHASER SPECIFICALLY CONTRACTS WITH DEVELOPER FOR THE CONSTRUCTION OF THE SECOND FLOOR PLAN.

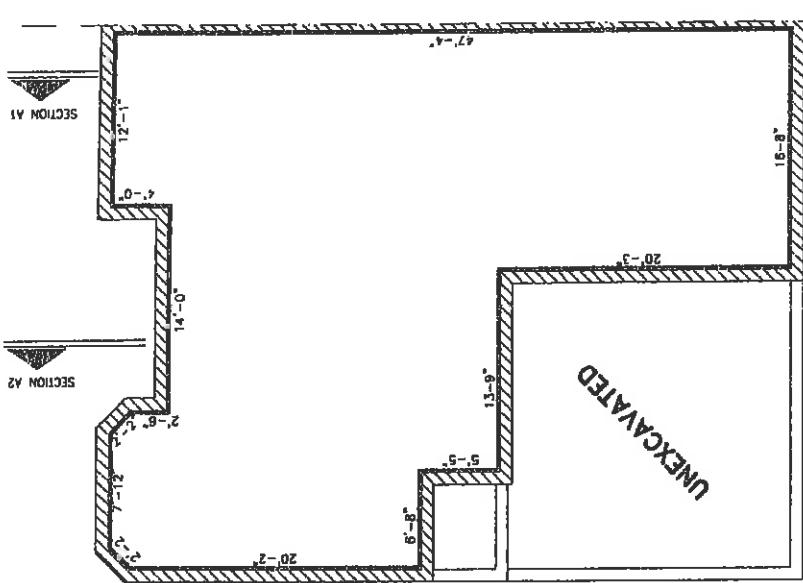
SQUARE FOOTAGE	UNIT TYPE A
BASEMENT	1247 SQ FT
1ST FLOOR	1254 SQ FT
2ND FLOOR (OPTIONAL)	382 SQ FT
TOTAL	2883 SQ FT

FIRST FLOOR PLAN
UNIT TYPE A

- SCALE: 1/4" = 1'-0"
- LEGEND
- GENERAL COMMON ELEMENT
 - LIMITS OF OWNERSHIP
 - PORCH LIMITED COMMON ELEMENT
 - PATIO LIMITED COMMON ELEMENT
 - GARAGE LIMITED COMMON ELEMENT

BASEMENT PLAN
UNIT TYPE A

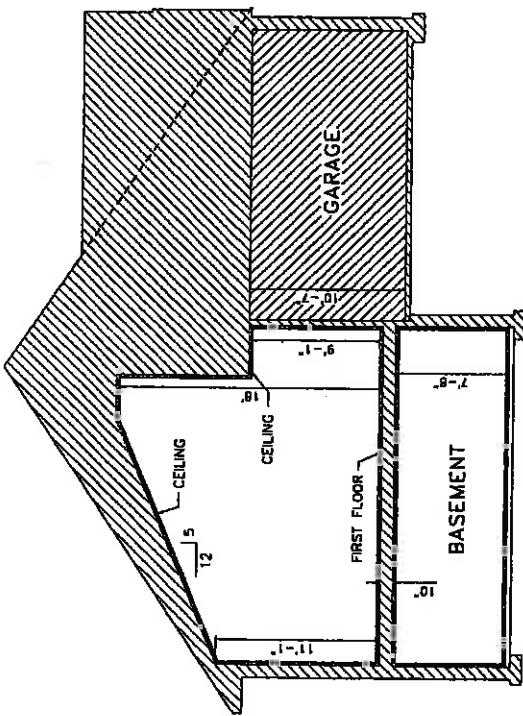
SECTION A1
SECTION A2



WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

UNIT SCHEDULE

BUILDING FLOOR NO.	FIRST FLOOR ELEV.
1	702.8
2	702.5
3	702.6
4	702.8
5	702.8
6	701.4
7	702.4
8	700.6
9	699.3
10	699.1
11	700.2
12	699.2
13	699.2
14	700.0
15	700.4
16	699.9
17	700.5
18	702.3
19	701.3
20	700.3
21	701.5
22	701.5
23	702.5
24	702.4
25	701.6
26	702.2
27	701.8
28	701.7
29	702.4
30	702.7
31	702.5
32	702.5
33	701.0
34	700.6
35	701.1
36	702.8

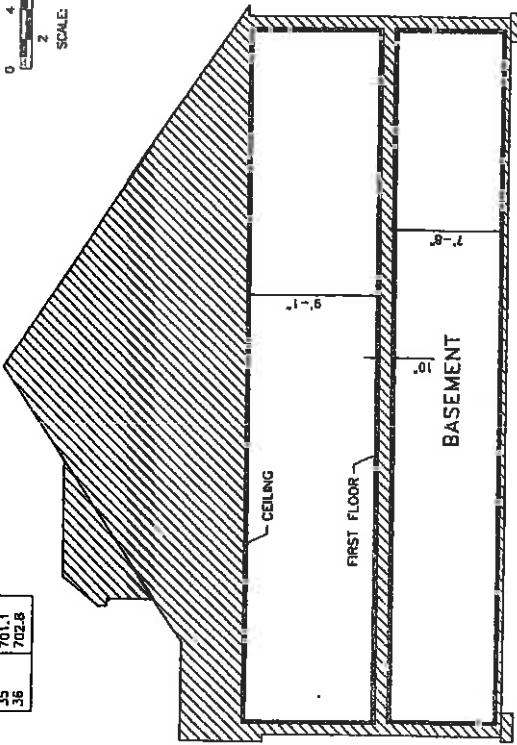


SECTION A2-A2

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

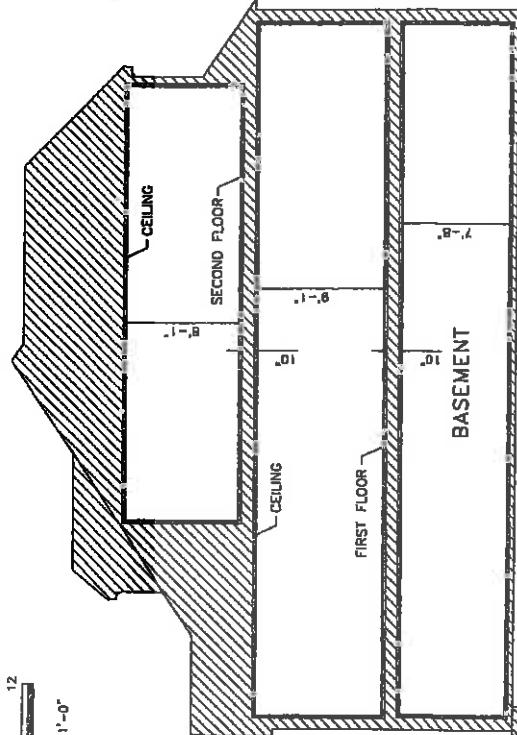
0 4 12
2 8
3 6

CEILING
FLOOR
BASEMENT

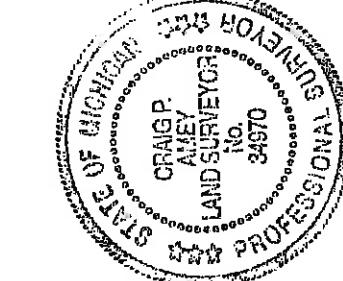


SECTION A1-A1

WITH OPTIONAL SECOND FLOOR
SECTION A1-A1



CROSS SECTIONS A-A
PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"
SHEET 17



CRAIG P. ANEY
PROFESSIONAL SURVEYOR
LICENSE NO. 34970
ANDERSON, ECKSTEIN, AND WESTRICK, INC.
51301 SCHONERR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315

CROSS SECTIONS A-A
PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"
SHEET 17

NEW #552-003

**WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM**

UNIT SCHEDULE

UNIT TYPE B WITH BAY AND WITH OPTION B1 OR B3

3, 7, 11, 15, 19, 23, 27, 31, 35, 39, 43, 46, 50, 54, 58, 61, 65, 69, 73, 76, 81, 85, 87, 91, 95, 98, 102, 107, 111, 114, 116, 122, 126

**SQUARE FOOTAGE UNIT TYPE B
WITH BAY (OPTION B3)**

BASEMENT	1173 SQ FT
1ST FLOOR	1173 SQ FT
2ND FLOOR (2BR)	381 SQ FT
2ND FLOOR (3BR)	518 SQ FT
TOTAL (2BR)	2727 SQ FT
TOTAL (3BR)	2854 SQ FT

**SQUARE FOOTAGE UNIT TYPE B
WITH BAY (OPTION B3)**

BASEMENT	1173 SQ FT
1ST FLOOR	1173 SQ FT
2ND FLOOR (2BR)	362 SQ FT
2ND FLOOR (3BR)	504 SQ FT
TOTAL (2BR)	2708 SQ FT
TOTAL (3BR)	2850 SQ FT

NOTE:

- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROXIMATE RIGHT ANGLES TO EACH OTHER.
- ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 6'-1" UNLESS NOTED OTHERWISE.
- ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
- THE DIMENSIONS OF UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.
- ALL UNIT TYPE B WITH BAY WILL BE CONSTRUCTED WITHOUT OPTIONAL THIRD BEDROOM (PLAN B-1 OR B-3) UNLESS PURCHASER SPECIFICALLY CONTRACTS WITH DEVELOPER FOR THE CONSTRUCTION OF THE THIRD BEDROOM.

**FIRST FLOOR PLAN
UNIT TYPE B WITH BAY**



**BASEMENT PLAN
UNIT TYPE B WITH BAY**



LEGEND

	GENERAL COMMON ELEMENT
	PORCH LIMITED COMMON ELEMENT
	PATIO LIMITED COMMON ELEMENT
	GARAGE LIMITED COMMON ELEMENT



**BASEMENT AND FIRST FLOOR PLAN
UNIT TYPE B WITH BAY
PROPOSED FEBRUARY 12, 2004
"MUST BE BUILT"**

SHEET 18

[Handwritten signatures]
FRANC B. NAEY PROFESSIONAL SURVEYOR
LICENSURE NO. 34570
ANDERSON, EGERTZEN, AND WESTRICK INC.
51301 SCHOENFELD ROAD
SHELBY TOWNSHIP, MICHIGAN 48315

AEW #652-003

WOODBRIDGE ESTATES OF CANTON CONDOMINIUM

Ergonomics

UNIT TYPE B WITH BAY AND WITH OPTION B1 OR B3

3, 7, 11, 15, 19, 23, 27, 31, 35, 39, 43, 46, 50, 54, 58, 61, 65, 69, 73, 76, 78, 81, 85, 87, 91, 95, 98, 102, 107, 111, 114, 118, 122, 126

**SQUARE FOOTAGE UNIT TYPE B
WITH BAY (OPTION B1)**

BASEMENT	1173 SQ FT
1ST FLOOR	1173 SQ FT
2ND FLOOR (2BR)	381 SQ FT
2ND FLOOR (3BR)	518 SQ FT
TOTAL (2BR)	2777 SQ FT
TOTAL (3BR)	2864 SQ FT

**SQUARE FOOTAGE UNIT TYPE B
WITH BAY (OPTION B1)**

WELL DRI (OPTION B)		
BASEMENT		1173 SQ FT
1ST FLOOR		1173 SQ FT
2ND FLOOR (2BR)		362 SQ FT
2ND FLOOR (3BR)		504 SQ FT
TOTAL (2BR)		2708 SQ FT
TOTAL (3BR)		3269 SQ FT

- NOTE:

 - ALL FLOORS, WALLS AND CEILINGS ARE AT APPROXIMATELY RIGHT ANGLES TO EACH OTHER.
 - ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 0.7', UNLESS NOTED OTHERWISE.
 - ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL
 - THE DIMENSIONS OF UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED
 - ALL UNIT TYPE B WITH BAY WILL BE CONSTRUCTED WITHOUT OPTIONAL THIRD BEDROOM (PLAN B-1 OR UNLESS PURCHASER SPECIFICALLY CONTRACTS WITH DEVELOPER FOR THE CONSTRUCTION OF THE THIRD

**SECOND FLOOR PLAN
OPTION B-3**

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

035 SECOND FLOOR PLAN OPTION B-1

35

LEGEND

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

A circular seal with a decorative border containing the text "PROFESSIONAL SURVEYOR". Inside the border, the name "CRAIG R. AMERY" is printed vertically, and "LAND SURVEYOR" is printed horizontally across the center. Below the name, "NO. 3970" is printed. The seal is stamped on a white background.

CRAIG P. JEWETT
PROFESSIONAL SURVEYOR
LICENSE NO. 34970
ANDERSON, ECKSTEIN, AND WESTRICK INC.
51301 SCHOENHERR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315

**SECOND FLOOR PLAN
UNIT TYPE B WITH BAY
PROPOSED FEBRUARY 12, 2004**

19 SHEET BUILT IN

100-21544

WOODBRIDGE ESTATES OF CANTON CONDOMINIUM

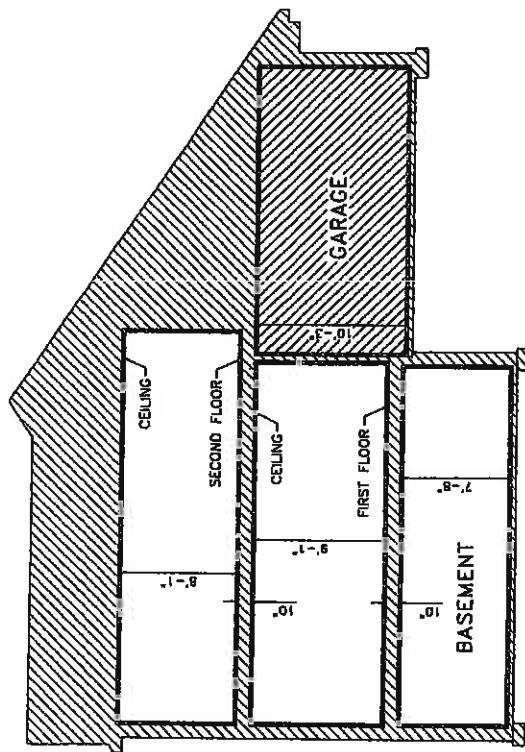
UNIT SCHEDULE

BUILDING NO.	FIRST FLOOR ELEV.	SECOND FLOOR ELEV.	THIRD FLOOR ELEV.	FOURTH FLOOR ELEV.	FIFTH FLOOR ELEV.	SIXTH FLOOR ELEV.	SEVENTH FLOOR ELEV.	EIGHTH FLOOR ELEV.	NINTH FLOOR ELEV.	TENTH FLOOR ELEV.
1	702.8	702.5	702.6	702.8	702.8	702.8	702.4	701.4	700.6	700.2
2	702.5	702.6	702.5	702.6	702.6	702.6	702.4	701.4	700.6	700.2
3	702.5	702.6	702.5	702.6	702.6	702.6	702.4	701.4	700.6	700.2
4	702.5	702.6	702.5	702.6	702.6	702.6	702.4	701.4	700.6	700.2
5	702.5	702.6	702.5	702.6	702.6	702.6	702.4	701.4	700.6	700.2
6	702.5	702.6	702.5	702.6	702.6	702.6	702.4	701.4	700.6	700.2
7	702.5	702.6	702.5	702.6	702.6	702.6	702.4	701.4	700.6	700.2
8	702.5	702.6	702.5	702.6	702.6	702.6	702.4	701.4	700.6	700.2
9	702.5	702.6	702.5	702.6	702.6	702.6	702.4	701.4	700.6	700.2
10	702.5	702.6	702.5	702.6	702.6	702.6	702.4	701.4	700.6	700.2

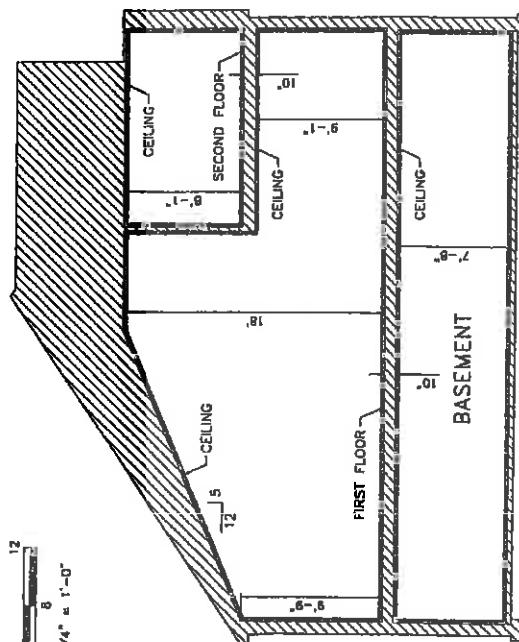
LEGEND

NOTE

- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROPRIATE RIGHT ANGLES TO EACH OTHER.
 - ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 0.17' UNLESS NOTED OTHERWISE.
 - ALL INTERNAL DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
 - THE DIMENSIONS OF UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.

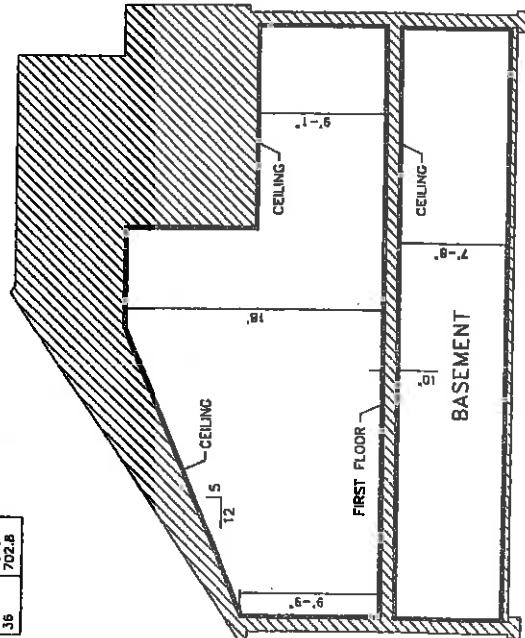


SECTION B1-B1



12
8
4
0

SECTION B2-82



WITH OPTIONAL SECTION B2-B2

PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"
SHEET 21

ACM SIGART-003

AEW 4552-003

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

LEGEND

GENERAL COMMON ELEMENT

UNITS OF OWNERSHIP

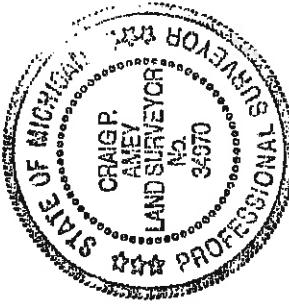
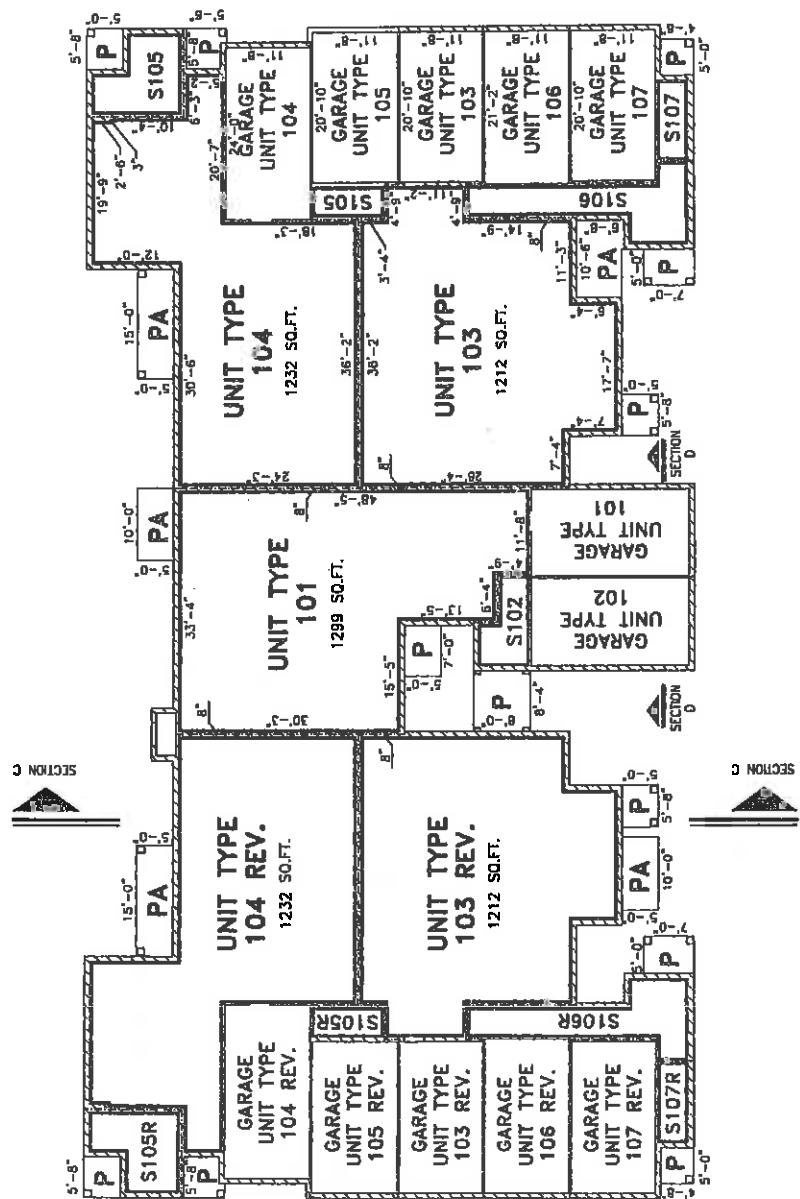
PA	PATIO LIMITED COMMON ELEMENT
P	PORCH LIMITED COMMON ELEMENT
S102	STAIRWELL PART OF UNIT TYPE "102"
S105	STAIRWELL PART OF UNIT TYPE "105"
S105R	STAIRWELL PART OF UNIT TYPE "105" REV.
S106	STAIRWELL PART OF UNIT TYPE "106"
S106R	STAIRWELL PART OF UNIT TYPE "106" REV.
S107	STAIRWELL PART OF UNIT TYPE "107"
S107R	STAIRWELL PART OF UNIT TYPE "107" REV.

NOTE:

- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROPRIATE RIGHT ANGLES TO EACH OTHER.
- ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 3'-1" UNLESS NOTED OTHERWISE.
- UNIT DIMENSIONS FOR UNIT TYPE 105 AND UNIT TYPE 105 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
- UNIT DIMENSIONS FOR UNIT TYPE 106 AND UNIT TYPE 106 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
- UNIT DIMENSIONS FOR UNIT TYPE 107 AND UNIT TYPE 107 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
- ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
- THE DIMENSIONS OF THE UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.



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



UNIT TYPE	UNIT NUMBER
101	130, 142, 154, 166, 178, 190, 202, 214, 227, 238, 250
103	141, 153, 165, 177, 189, 201, 213, 225, 237, 249, 261
103 REV.	132, 144, 156, 168, 180, 192, 204, 216, 228, 240, 252
104	138, 150, 162, 174, 186, 198, 210, 222, 233, 246, 258
104 REV.	135, 147, 159, 171, 183, 195, 207, 219, 232, 244, 255

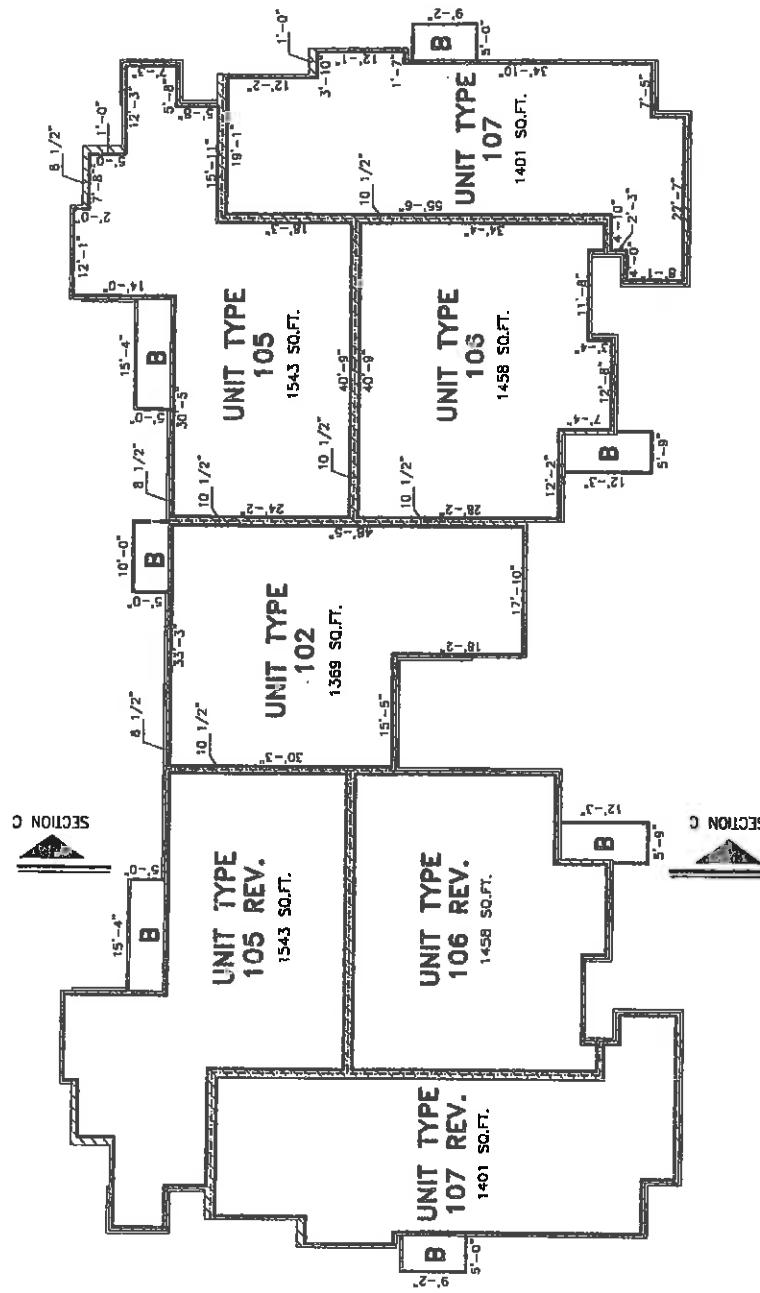
FIRST FLOOR PLAN
PROPOSED
"MUST BE BUILT"
SHEET 22
AEN #552-005

WOODBRIDGE ESTATES OF CANTON CONDOMINIUM

ECON

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1



NOTE:

- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROXIMATELY 90° TO EACH OTHER.
- ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 97°1' UNLESS NOTED OTHERWISE.
- UNIT DIMENSIONS FOR UNIT TYPE 105 AND UNIT TYPE 105 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
- UNIT DIMENSIONS FOR UNIT TYPE 105 AND UNIT TYPE 105 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
- UNIT DIMENSIONS FOR UNIT TYPE 107 AND UNIT TYPE 107 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
- ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
- THE DIMENSIONS OF THE UNITS AS SHOWN ON THESE FLOOR PLANS MAY NOT MATCH THE DIMENSIONS OF THE UNITS AS SHOWN ON THE

A circular seal for a Michigan Land Surveyor. The outer ring contains the text "STATE OF MICHIGAN" at the top and "PROFESSIONAL SURVEYOR" at the bottom. The inner circle contains "CRAIG P." at the top, "ALEY" in the center, "LAND SURVEYOR" below it, "No. 34570" to the right, and "*****" at the bottom.

UNIT TYPE	UNIT NUMBER
102	137, 143, 155, 167, 179, 191, 203, 215, 226, 239, 251
105	137 149, 161, 173, 185, 197, 209, 221, 234, 245, 257
105 REV.	136 148, 160, 172, 184, 196, 208, 220, 231, 243, 256
106	140, 152, 164, 176, 186, 200, 212, 224, 236, 248, 260
106 REV.	133, 145, 157, 169, 181, 193, 205, 217, 229, 241, 253
107	139, 151, 163, 175, 187, 199, 211, 223, 235, 247, 259
107 REV.	134, 146, 158, 170, 182, 194, 206, 218, 240, 242, 254

SECOND FLOOR PLAN
PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"
SHEET 27
PIG P. ALLEN
ARCHITECTURE, INC.
10000 MCKEEBEE, SUITE 200
DETROIT, MICHIGAN 48237
AND WESTRICK INC.
10000 MCKEEBEE, ROAD
DETROIT, MICHIGAN 48237
TROY, MICHIGAN 48084

FEBRUARY 12, 2004
"MUST BE BUILT"
SHEET 27

500-2557 M3V

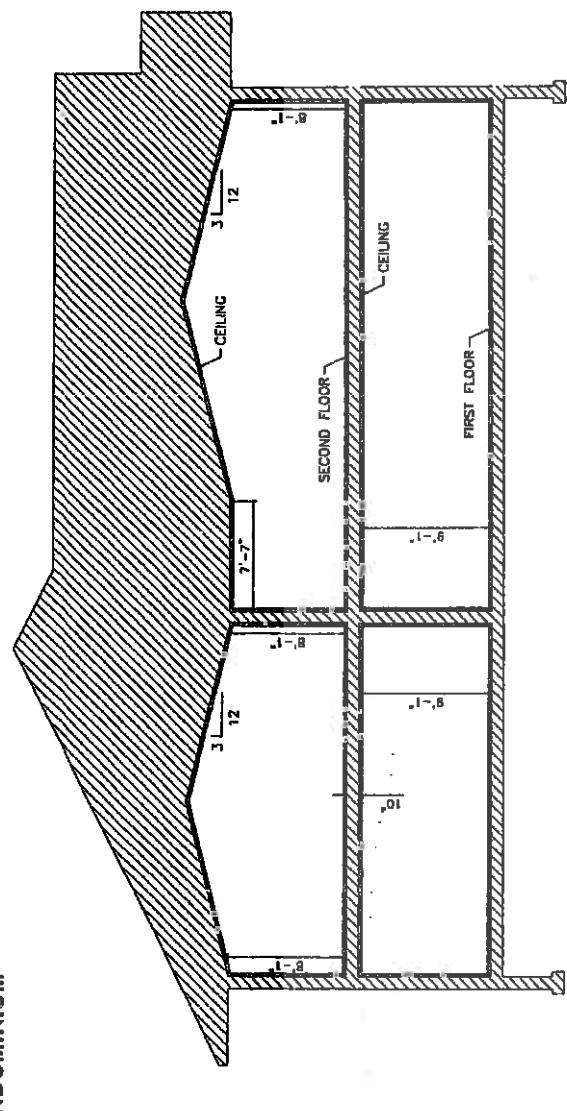
WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

LEGEND

- GENERAL COMMON ELEMENT
- UNITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

NOTE:

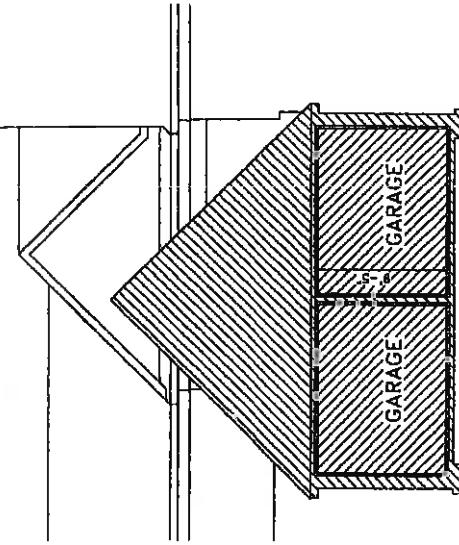
- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROXIMATE RIGHT ANGLES TO EACH OTHER.
- ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 0.71' UNLESS NOTED OTHERWISE.
- ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
- THE DIMENSIONS OF UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.



SECTION C-C

UNIT SCHEDULE

BUILDING NO.	FIRST FLOOR ELEV.
37	699.8
38	700.9
39	699.9
40	700.0
41	699.2
42	698.2
43	698.7
44	698.6
45	698.3
46	698.5
47	700.3
48	700.4
49	699.1
50	699.8
51	700.3
52	700.3
53	700.3
54	700.5
55	699.4
56	699.9
57	699.8
58	700.1



SECTION D-D

CROSS SECTION C-C
PROPOSED
FEBRUARY 12, 2004
"MUST BE BUILT"
SHEET 24

AEW #552-003



Craig P. Amey
PROFESSIONAL SURVEYOR
ANDERSON, EGERTON, AND WESTRICK INC.
51301 SCHENKELER ROAD
SHELBY TOWNSHIP, MICHIGAN 48315

10007477 JUL 26 2006

EXAMINED AND APPROVED
DATE JUL 26 2006
BY SSK A/LD

NORMAN C. DUPUIE
PLAT ENGINEER

This is to certify that there are not tax liens or taxes
on this property and that taxes are paid for FIVE YEARS
previous to date of this instrument EXCEPT
No. 5274 *Reymond W. Young* Date 07/26/2006
WAYNE COUNTY TREASURER *Clark C. Schaeffer*

LI-45013 Pa-27
206663862 7/26/2006 09:00AM
Bernard J. Youngblood Wayne Co. Register of Deeds

\$114.00 DEED
Receipt #145181

RECORDED
BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

FIRST AMENDMENT TO MASTER DEED

WOODBRIIDGE ESTATES OF CANTON CONDOMINIUM

GERIC GROUP, L.L.C., a Michigan limited liability company, whose address is 51410 Milano Drive, Suite 115, Macomb, Michigan 48042 ("Developer"), is the developer of Woodbridge Estates of Canton Condominium, a condominium project in Wayne County, Michigan (the "Condominium"), established pursuant to the Master Deed recorded on February 13, 2004, in Liber 39907, Pages 80 through 145, Wayne County Records (the "Master Deed"), and known as Wayne County Condominium Subdivision Plan No. 759. Having provided written notice to all existing Co-Owners of this proposed amendment, the Developer hereby executes this First Amendment to Master Deed with respect to the Condominium (the "First Amendment") for the purpose of (a) adding land to the Condominium, (b) creating additional Unit Nos. 262 through 476, (c) enlarging and modifying the Area of Future Development set forth in Article VII of the Master Deed, and (d) increasing the maximum number of Units that may be created within the Condominium. Upon recording of this First Amendment with the Wayne County Register of Deeds, the Master Deed shall be amended as follows:

1. Land Added to the Condominium. The following parcel of land shall be added to the Condominium:

PART OF NORTHWEST QUARTER OF SECTION 32, TOWN 2 SOUTH, RANGE 8 EAST,
CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS:

BEGINNING ON THE NORTH AND SOUTH QUARTER LINE OF SECTION 32 SOUTH 00 DEGREES 01 MINUTES 08 SECONDS EAST 2230.75 FEET FROM THE NORTH QUARTER POST OF SECTION 32; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 08 SECONDS EAST 400.56 FEET ALONG THE NORTH AND SOUTH QUARTER LINE TO THE CENTER POST OF SECTION 32; THENCE SOUTH 89 DEGREES 53 MINUTES 21 SECONDS WEST 1161.52 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 32; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 1886.90 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS EAST 130.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 21 SECONDS EAST 61.18 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS EAST 255.09 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 21 SECONDS EAST 719.43 FEET; THENCE SOUTH 24 DEGREES 04 MINUTES 32 SECONDS EAST 209.52 FEET; THENCE NORTH 64 DEGREES 52 MINUTES 32 SECONDS EAST 127.25 FEET; THENCE SOUTH 51 DEGREES 06 MINUTES 13 SECONDS EAST 101.74 FEET; THENCE NORTH 36 DEGREES 47 MINUTES 35 SECONDS EAST 68.25 FEET; THENCE SOUTH 47 DEGREES 06 MINUTES 51

07-26-2006 1105174

DEED'S

4.00

mDA 1146R. 36p (A) pm

11-18-2023 1:34 AM

SECONDS EAST 64.86 FEET; THENCE SOUTH 33 DEGREES 39 MINUTES 51
SECONDS EAST 105.37 FEET; THENCE SOUTH 55 DEGREES 12 MINUTES 18
SECONDS WEST 113.24 FEET; THENCE SOUTH 33 DEGREES 05 MINUTES 09
SECONDS EAST 245.45 FEET; THENCE DUE EAST 112.21 FEET; THENCE SOUTH 00
DEGREES 07 MINUTES 01 SECONDS EAST 155.56 FEET; THENCE NORTH 89
DEGREES 48 MINUTES 26 SECONDS EAST 196.21 FEET TO THE POINT OF
BEGINNING. CONTAINING 29.1237 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR
OTHERWISE.

2. Amendment to Master Deed Legal Description. Article II of the Master Deed is
hereby deleted in its entirety in and replaced with the following:

ARTICLE II

LEGAL DESCRIPTION

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

PART OF NORTHWEST QUARTER OF SECTION 32, TOWN 2 SOUTH, RANGE 8 EAST,
CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS:

BEGINNING ON THE NORTH AND SOUTH QUARTER LINE OF SECTION 2, SOUTH 00
DEGREES 01 MINUTES 08 SECONDS EAST 60.00 FEET FROM THE NORTH
QUARTER POST OF SECTION 32; THENCE CONTINUING SOUTH 00 DEGREES 01
MINUTES 08 SECONDS EAST 2571.32 FEET ALONG THE NORTH AND SOUTH
QUARTER LINE OF SECTION 32 AND THE WESTERLY LINE OF CHATTERTON
SQUARE CONDOMINIUMS, WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN
#647, AS RECORDED IN LIBER 35573, PAGE 246, WAYNE COUNTY RECORDS TO
THE CENTER POST OF SECTION 32; THENCE SOUTH 89 DEGREES 53 MINUTES 21
SECONDS WEST 1161.52 FEET ALONG THE EAST AND WEST QUARTER LINE OF
SECTION 32; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 2576.47
FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GEDDES ROAD (FUTURE
120.00 FEET WIDE); THENCE SOUTH 89 DEGREES 51 MINUTES 24 SECONDS EAST
1160.93 FEET ALONG THE FUTURE SOUTHERLY RIGHT OF WAY LINE OF GEDDES
ROAD TO THE POINT OF BEGINNING. CONTAINING 68.61 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR
OTHERWISE.

3. Increase in Number of Units. The number of Units is increased from 261 to
476. The Units are numbered consecutively from 1 to 476. The percentages of value remain
equal and the total percentage of value is 100%.

4. Amended Sheets. Sheets 1 through 15, inclusive, and 16 through 23, inclusive,
of Replat No. 1 of the Condominium Subdivision Plan as attached to this First Amendment to

Master Deed, shall replace and supersede Sheets 1 through 15, and 16 through 23 of the Condominium Subdivision Plan as previously recorded.

5. New Sheets. New Sheets 6A, 7A, 11A, 15A, 16A, 16B, 17A, 19A, and 20A, are incorporated in the Condominium Subdivision Plan by this Amendment.

6. Description. The description of the land set forth in Article II of the Master Deed as originally recorded shall be replaced and superseded by the description of the land set forth on Sheet 1 of Replat No. 1 attached.

7. Expandability of Project under Article VII, Section 1 of the Master Deed. Article VII, Section 1 of the Master Deed is hereby amended and restated as set forth below.

AMENDED AND RESTATED
ARTICLE VII, SECTION 1

Section 1. Area of Future Development. The Condominium Project, currently consisting of 476 Units as of the date of recording of this First Amendment, is the second stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 1,231 Units. Additional Units, if any, shall be constructed upon all or some portion of the following described land:

PART OF THE SOUTHWEST, SOUTHEAST AND NORTHWEST QUARTER OF SECTION 32, TOWN 2 SOUTH, RANGE 8 EAST, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 32; THENCE SOUTH 00 DEGREES 01 MINUTES 34 SECONDS EAST 620.43 FEET (RECORD SOUTH 00 DEGREES 08 MINUTES 19 SECONDS EAST) ALONG THE EAST LINE OF SECTION 32; THENCE NORTH 61 DEGREES 57 MINUTES 22 SECONDS WEST 134.86 FEET; THENCE NORTH 51 DEGREES 47 MINUTES 39 SECONDS WEST 29.50 FEET; THENCE NORTH 69 DEGREES 56 MINUTES 22 SECONDS WEST 50.66 FEET; THENCE NORTH 63 DEGREES 10 MINUTES 13 SECONDS WEST 411.40 FEET; THENCE NORTH 68 DEGREES 49 MINUTES 48 SECONDS WEST 43.62 FEET; THENCE NORTH 48 DEGREES 50 MINUTES 05 SECONDS WEST 43.60 FEET; THENCE SOUTH 54 DEGREES 28 MINUTES 15 SECONDS WEST 327.50 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 05 SECONDS WEST 23.19 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 76 DEGREES 24 MINUTES 13 SECONDS, A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 86.68 FEET AND WHOSE CHORD IS SOUTH 78 DEGREES 21 MINUTES 11 SECONDS WEST 80.40 FEET; THENCE NORTH 63 DEGREES 26 MINUTES 42 SECONDS WEST 153.02 FEET; THENCE ALONG A NONTANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 17 DEGREES 08 MINUTES 37 SECONDS, A RADIUS OF 357.25 FEET, AN ARC DISTANCE OF 106.89 FEET AND WHOSE CHORD IS NORTH 66 DEGREES 48 MINUTES 07 SECONDS WEST 106.49 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 47 DEGREES 57 MINUTES 42 SECONDS, A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 334.84 FEET AND WHOSE CHORD IS SOUTH

82 DEGREES 59 MINUTES 13 SECONDS WEST 325.14 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A CENTRAL ANGLE OF 20 DEGREES 57 MINUTES 52 SECONDS, A RADIUS OF 360.00 FEET, AN ARC DISTANCE OF 131.72 FEET AND WHOSE CHORD IS SOUTH 30 DEGREES 38 MINUTES 43 SECONDS WEST 130.99 FEET; THENCE SOUTH 19 DEGREES 59 MINUTES 52 SECONDS WEST 108.05 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF 50 DEGREES 26 MINUTES 02 SECONDS, A RADIUS OF 440.00 FEET, AN ARC DISTANCE OF 387.31 FEET AND WHOSE CHORD IS SOUTH 45 DEGREES 12 MINUTES 54 SECONDS WEST 374.92 FEET; THENCE SOUTH 70 DEGREES 25 MINUTES 55 SECONDS WEST 380.67 FEET; THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 17 DEGREES 50 MINUTES 18 SECONDS, A RADIUS OF 958.15 FEET, AN ARC DISTANCE OF 298.31 FEET AND WHOSE CHORD IS SOUTH 79 DEGREES 21 MINUTES 04 SECONDS WEST 297.10 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 24 SECONDS WEST 695.49 FEET; THENCE NCRTH 88 DEGREES 52 MINUTES 14 SECONDS WEST 348.27 FEET; THENCE NORTH 74 DEGREES 39 MINUTES 28 SECONDS WEST 22.46 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 28 SECONDS EAST 1092.21 FEET (RECORD NORTH 00 DEGREES 03 MINUTES 38 SECONDS WEST 1092.46 FEET) TO THE EAST AND WEST QUARTER LINE OF SECTION 32; THENCE NORTH 89 DEGREES 53 MINUTES 21 SECONDS EAST 995.07 FEET (RECORD NORTH 89 DEGREES 50 MINUTES 39 SECONDS EAST 995.14 FEET) ALONG THE EAST AND WEST QUARTER LINE OF SECTION 32 TO THE CENTER POST OF SECTION 32; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS WEST 1315.59 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 32 TO THE SOUTHWESTERLY CORNER OF CHATTERTON SQUARE CONDOMINIUM, WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 647, AS RECORDED IN LIBER 35573 OF DEEDS, PAGE 172, WAYNE COUNTY RECORDS; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 2637.92 FEET ALONG THE SOUTHERLY LINE OF CHATTERTON SQUARE CONDOMINIUM, CHATTERTON VILLAGE CONDOMINIUM, WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 646, AS RECORDED IN LIBER 35573 PAGE 94, WAYNE COUNTY RECORDS AND THE WOODLANDS OF CHATTERTON VILLAGE CONDOMINIUM, WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 725, AS RECORDED IN LIBER 38979 OF DEEDS, PAGE 145, WAYNE COUNTY RECORDS TO THE EAST LINE OF SECTION 32 (RECORD NORTH 89 DEGREES 09 MINUTES 43 SECONDS EAST 1319.79 FEET AND NORTH 89 DEGREES 36 MINUTES 29 SECONDS EAST 1319.55 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS EAST 1325.72 FEET (RECORD 1326.19 FEET) ALONG THE EAST LINE OF SECTION 32 TO THE POINT OF BEGINNING. CONTAINING 140.64 ACRES, MORE OR LESS.

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWN 2 SOUTH, RANGE 8 EAST, CANTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING DESCRIBED AS:

BEGINNING ON THE WEST LINE OF SECTION 32 NORTH 00 DEGREES 00 MINUTES 13 SECONDS WEST 255.75 FEET FROM THE WEST QUARTER POST OF SECTION 32; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 13 SECONDS WEST 30.00

FEET ALONG THE WEST LINE OF SECTION 32; THENCE NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST 354.75 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS WEST 213.93 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 38 SECONDS WEST 354.75 FEET TO THE WEST LINE OF SECTION 32; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS WEST 492.49 FEET ALONG THE WEST LINE OF SECTION 32; THENCE SOUTH 89 DEGREES 59 MINUTES 38 SECONDS EAST 1326.66 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS WEST 64.78 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 21 SECONDS EAST 165.29 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 21 SECONDS EAST 1055.00 FEET TO THE EAST AND WEST QUARTER LINE OF SECTION 32; THENCE SOUTH 89 DEGREES 53 MINUTES 21 SECONDS WEST 1137.23 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 32; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS WEST 255.79 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 00 SECONDS WEST 354.75 FEET TO THE POINT OF BEGINNING. CONTAINING 30.37 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

(hereinafter referred to as the "Area of Future Development").

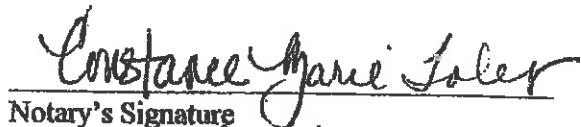
In all respects, other than as amended above, the previously recorded Master Deed, as amended, including the Condominium Bylaws and Condominium Subdivision Plan, are hereby ratified, confirmed and re-declared.

GERIC GROUP, L.L.C.,
a Michigan limited liability company
By: 
Dominic D. Geric, Manager
And: 
Carl J. Munaco, Manager

Acknowledged before me in Macomb County, Michigan, on July 3, 2006, by, Dominic D. Geric and Carl J. Munaco, Managers of Geric Group, LLC, a Michigan limited liability company, for the company.

Notary's Stamp	Constance Marie Totes Notary Public State of Michigan Macomb County Expires: 01/23/08 (NOTARY NAME, COUNTY, ACTING IN COUNTY AND DATE COMMISSION EXPIRES)
----------------	---

Acting in Macomb County


Notary's Signature
Notary Public, Macomb County, Michigan
Acting in Macomb County, Michigan
My Commission Expires: January 23, 2008

Drafted By and When Recorded Return To:

Kevin M. Nalu, Esq.

Cox, Hodgman & Giarmarco, P.C.

101 West Big Beaver Road, Suite 1000

Troy, Michigan 48084-5280

REPLAT No. 1
 WAYNE COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 759
 EXHIBIT "B" TO THE MASTER DEED OF
WOODBRIDGE CANTON CONDOMINIUM
 CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

LEGAL DESCRIPTION

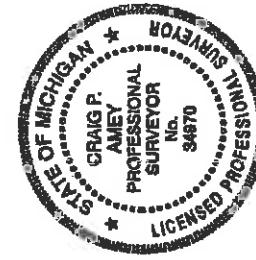
PART OF NORTHWEST QUARTER OF SECTION 32, TOWN 2 SOUTH, RANGE 8 EAST, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS:
 BEGINNING ON THE NORTH AND SOUTH QUARTER LINE OF SECTION 2, SOUTH 00 DEGREES 01 MINUTES 08 SECONDS EAST 60.00 FEET FROM THE NORTH QUARTER POST OF SECTION 32; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 08 SECONDS EAST 257.132 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 32 AND THE WESTERLY LINE OF CHATTERTON SQUARE CONDOMINIUM, WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN 1647, AS RECORDED IN LUBER 35573, PAGE 246, WAYNE COUNTY RECORDS TO THE CENTER POST OF SECTION 32; THENCE SOUTH 89 DEGREES 53 MINUTES 21 SECONDS WEST 116.32 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 32; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 2576.47 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GEDDES ROAD (FUTURE 120.00 FEET WIDE); THENCE SOUTH 89 DEGREES 51 MINUTES 24 SECONDS EAST 1150.93 FEET ALONG THE FUTURE SOUTHERLY RIGHT OF WAY LINE OF GEDDES ROAD TO THE POINT OF BEGINNING, CONTAINING 88.61 ACRES, MORE OR LESS.
 SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

ANDERSON, ECKSTEIN AND WESTRICK, INC.

EXAMINED AND APPROVED
 DATE JUL 26 2006
 BY SDK A/L/U
 NORMAN C. DUBUE
 PLAT ENGINEER

- SHEET INDEX:
- 1. COVER SHEET
 - 2. SURVEY PLAN
 - 3. SURVEY PLAN
 - 4. SURVEY PLAN
 - 5. SURVEY PLAN
 - 6. SURVEY PLAN
 - 7. LINE & CURVE
 - 7A. LINE & CURVE
 - 8. SITE PLAN
 - 9. SITE PLAN
 - 10. SITE PLAN
 - 11. SITE PLAN
 - 12. SITE PLAN
 - 13. UTILITY PLAN
 - 14. UTILITY PLAN
 - 15. UTILITY PLAN
 - 15A. UTILITY PLAN
 - 16. UNIT TYPE A-1
 - 16A. UNIT TYPE A-2
 - 16B. UNIT TYPE A-3
 - 17. CROSS SECTION
 - 17A. CROSS SECTION
 - 18. BASEMENT AND FIRST FLOOR PLAN
 - 19. SECOND FLOOR PLAN
 - 20. UNIT TYPE B-1
 - 21. UNIT TYPE B-2
 - 22. CROSS SECTION UNIT TYPE B
 - 23. FIRST FLOOR PLAN
 - 24. SECOND FLOOR PLAN
 - 25. CROSS SECTION C-C

John
 STATE OF MICHIGAN *
 CRAIG P. AMEY
 PROFESSIONAL SURVEYOR
 LICENSE NO. 34970
 ANDERSON, ECKSTEIN AND WESTRICK INC.
 51301 SCHOENHERR ROAD
 SHELBY TOWNSHIP, MICHIGAN 48315



PROPOSED
 JULY 18, 2006
 "MUST BE BUILT"
 SHEET 1

ATN #557-09
 NOTE: (A) INDICATES SHEETS WHICH ARE TO BE SUBSTITUTED FOR SHEETS WHICH ARE TO BE RELOCATED OR REPLACED.
 WITH THIS SUBMISSION, ALL SHEETS PREVIOUSLY SUBMITTED ARE TO BE RELOCATED OR REPLACED.

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

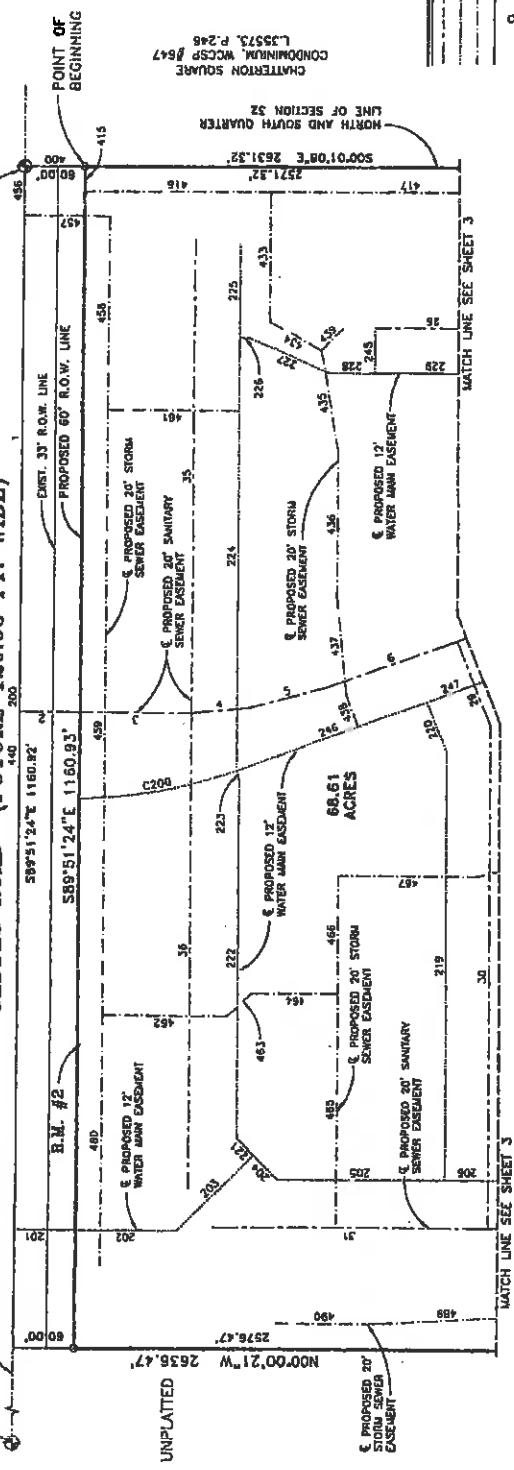
BASIS OF BEARING

MEDOWS VILLAGE OF CANTON SUB. NO. 2
LAYER 112, PAGES 4B-53 WAYNE COUNTY RECORDS

NORTHWEST CORNER OF SECTION 32,
TOWN 2 SOUTH, RANGE 6 EAST,
CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

FOUND 1/2" IRON IN MONUMENT BOX
S89°51'24"E 1491.88'

GEDDES ROAD (FUTURE 120.00 FT. WIDE)



**WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM**

LOCATION W/ 10

KEY PLAN

LEGEND

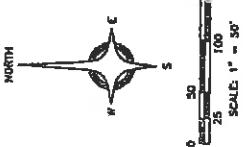
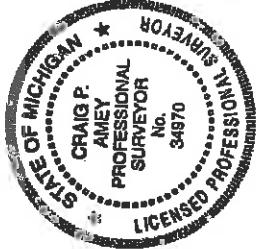
ପରିବାର

CLAY SEDIMENT FOR UTILITY
BIMASING (SEE SHEET 7)

CRAIG P. ANKE
PROFESSIONAL SURVEYOR
LICENSE NO. 54870
ANDERSON, CONESTEE, AND WESTRICK INC.
5151 SCHENKERS ROAD
SHELBY TOWNSHIP, MICHIGAN 48315

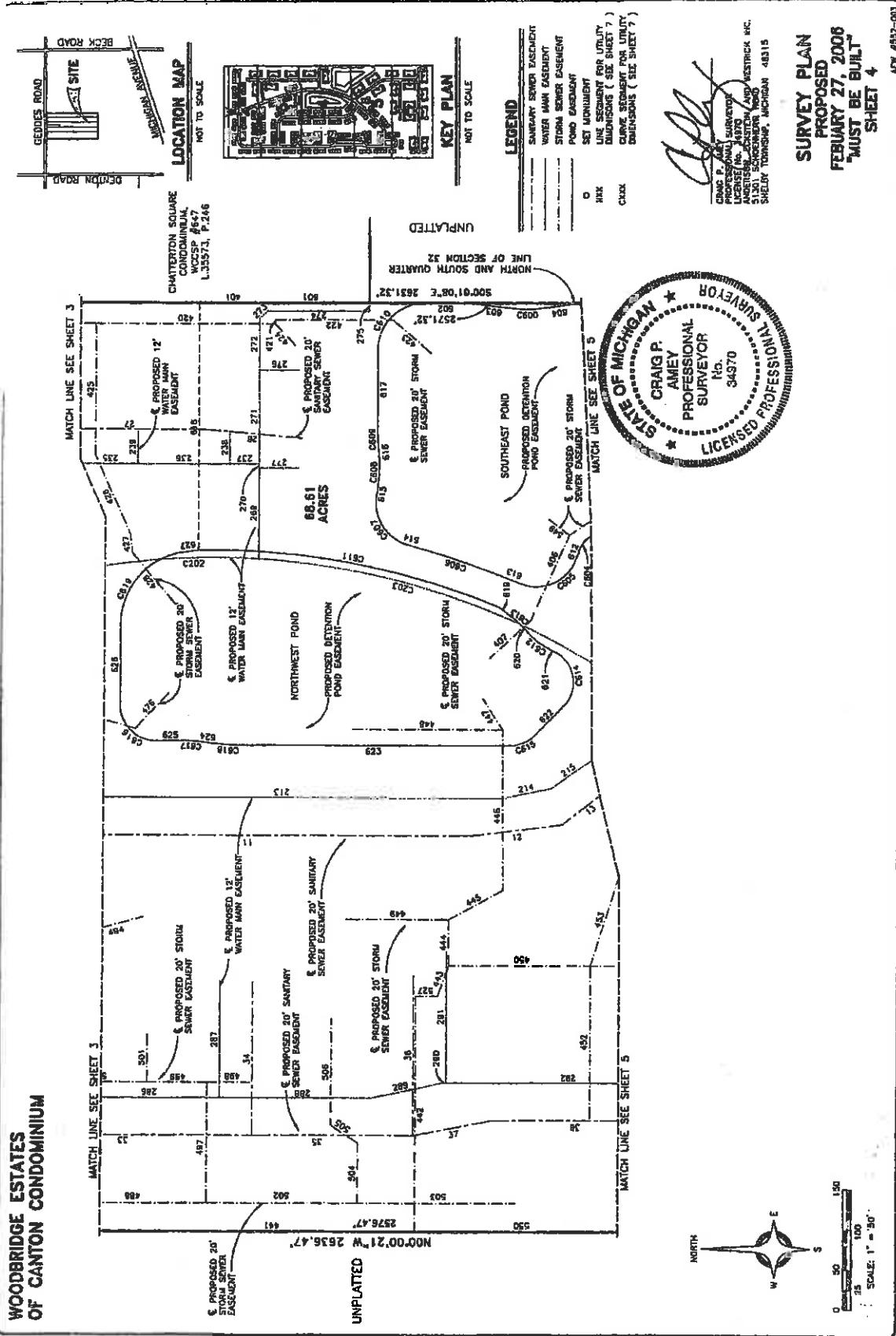
**SURVEY PLAN
PROPOSED
FEBRUARY 27, 2006
"MUST BE BUILT"
SHEET 3**

200



**WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM**

ת-45013



WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

LINE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C201	17.451°	508.00	157.42	S100°23'E	156.79
C202	922.29	226.55	129.50	N047°21'W	126.45
C203	1545.08°	927.50	255.00	N047°21'W	254.39
C204	3192.29	927.50	255.00	N115°32'E	253.00
C205	1025.80°	927.50	255.00	N115°32'E	254.37
C206	184.33°	171.49	54.97	N047°21'W	71.14
C207	1340.03°	180.00	52.77	S01°21'W	18.28
C208	652.40°	180.00	25.18	S01°21'W	23.12
C209	8935.45°	44.80	104.96	N047°21'W	85.50
C210	1351.61°	50.00	11.20	S115°32'E	5.20
C211	23397.16°	100.00	20.00	N047°21'W	21.16
C212	41102.51°	100.00	20.00	N047°21'W	21.16
C213	6565	91.00	22.37	S22°59'E	78.51
C214	6565	100.00	22.37	S100°06'E	121.76
C215	8417.45°	55.00	82.84	S54°54'N	73.26
C216	9249.45°	45.00	71.22	S64°49'N	42.84
C217	7201.57°	100.00	13.12	N01°43'W	12.11
C218	7081.16°	100.00	13.12	S02°26'W	26.90
C219	6565	92.00	13.03	N047°21'W	121.74

LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
248	273.35	S01°43'W	615	8.50	S100°21'W
249	103.42	S100°21'W	616	8.43	N047°21'W
250	250	S45°17'W	617	50.50	S100°21'W
251	133.94	S02°00'W	618	310.59	S100°21'W
252	14.63	S02°00'W	619	28.33	S100°21'W
253	110.00	S02°00'W	620	17.60	S100°21'W
254	83.63	S02°00'W	621	5.38	S100°21'W
255	255	S100°21'W	622	50.89	S100°21'W
256	116.48	S02°00'W	623	116.41	S100°21'W
257	57.00	S100°21'W	624	26.54	N047°21'W
258	76.53	S100°21'W	625	38.51	N047°21'W
259	4.47	S100°21'W	626	109.24	S100°21'W
260	113.00	S02°00'W	627	18.39	S02°00'W
261	39.26	S02°00'W			
262	39.26	S02°00'W			
263	21.50	S02°00'W			
264	21.50	S02°00'W			
265	40.59	S02°00'W			
266	41.50	S02°00'W			
267	61.50	S02°00'W			
268	5.96	S02°00'W			
269	113.00	S02°00'W			
270	5.00	S02°00'W			
271	118.56	S02°00'W			
272	83.44	S02°00'W			
273	14.14	S02°00'W			
274	126.74	S02°00'W			
275	10.00	S02°00'W			
276	228.00	S02°00'W			
277	50.00	S02°00'W			
278	59.87	S02°00'W			
279	75.12	S02°00'W			
280	35.04	S02°00'W			
281	71.01	S02°00'W			
282	37.70	S02°00'W			
283	41.50	S02°00'W			
284	43.83	S02°00'W			
285	33.24	S02°00'W			
286	57.65	S02°00'W			
287	4.74	S02°00'W			
288	4.64	S02°00'W			
289	4.64	S02°00'W			
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449	4				

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

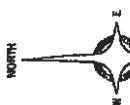
LINE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
216	144.17	S82°58'37" W	497	151.50	S89°51'39" W
206	171.57	N80°00'21" W	498	51.76	S89°00'21" E
237	163.17	S87°38'39" W	499	73.82	S89°00'21" E
205	160.57	N80°00'21" W	500	122.38	S89°00'21" E
289	59.40	S11°32'17" E	501	55.25	S89°00'21" W
210	5.00	N80°00'21" E	502	188.87	N80°00'21" W
38	506.50	S82°58'37" W	503	19.87	N80°00'21" W
37	5.00	N80°00'21" W	504	73.00	S89°50'20" W
39	226.15	S174°59'39" W	505	45.21	S84°27'03" W
39	N130°13'57" W	84.22	506	13.50	N87°56'39" W
40	S174°59'39" W	196.19	507	15.10	N87°46'37" E
41	N130°13'57" W	377.63	508	75.50	N80°00'21" W
42	S174°59'39" W	81.13	509	1.94	S85°41'01" E
43	N130°13'57" W	222.12	510	7.44	N42°00'13" E
44	N86°41'26" E	106.92	511	217.53	S82°58'37" W
45	N86°41'26" E	47.72	512	85.80	S86°50'21" W
46	N87°56'39" W	606.13	513	101.42	S82°27'41" W
47	S174°59'39" W	217.00	514	121.25	S82°56'39" W
48	N80°00'21" E	105.00	515	194.87	S80°00'21" E
49	N80°00'21" E	177.17	516	1.88	S80°00'21" E
505	35.34	S82°58'37" W	517	151.00	N86°50'21" E
506	41.50	S80°00'21" E	518	87.25	N86°50'21" E
507	115.66	S87°51'20" E	519	70.71	N86°50'21" E
508	61.50	S80°00'21" W	520	233.16	S80°00'21" E
509	287.23	S82°58'39" W	521	242.93	S86°51'17" W
310	41.50	N80°00'21" W	522	156.62	S86°50'21" E
311	101.90	S87°51'21" W	523	88.98	S86°50'21" E
312	15.16	S86°50'21" W	524	10.50	S86°50'21" E
313	41.50	N80°00'21" W	525	169.18	S86°50'21" E
314	107.54	S87°51'21" W	526	327.80	S86°50'21" E
315	41.50	N80°00'21" W	527	58.50	S80°00'21" E
316	17.46	S86°51'21" W	528	256.66	N86°50'21" E
317	41.50	N80°00'21" W	529	124.00	N86°50'21" E
318	101.52	S86°51'21" W	530	62.50	N86°50'21" E
319	41.50	N80°00'21" W	531	44.33	S86°50'21" W
320	5.00	S87°51'21" W	532	151.17	S80°00'21" E
321	102.97	S87°51'21" W	533	156.25	S80°00'21" E
322	41.50	S80°00'21" E	534	104.20	N86°50'21" E
323	11.50	S88°51'21" W	535	107.44	S86°51'21" E
324	36.52	N80°00'21" W	536	88.55	N86°51'21" E
325	41.50	S86°51'21" W	537	115.00	N86°51'21" E
326	117.46	S80°00'21" W	538	23.46	S86°51'21" W
327	61.50	S86°51'21" W	539	80.50	N86°51'21" E
328	39.44	N80°00'21" W	540	52.15	N86°51'21" E
329	41.50	N80°00'21" W	541	30.50	N86°51'21" E
330	117.46	N80°00'21" W	542	65.50	N86°51'21" E
331	41.50	N80°00'21" W	543	122.00	S86°51'21" E
332	36.52	S80°00'21" W	544	142.03	N86°51'21" E
333	2.00	N80°00'21" W	545	223.00	N86°51'21" E
334	9.00	N80°00'21" W	546	234.62	S86°51'21" W
335	8.22	N80°00'21" W	547	175.83	S86°51'21" W
336	4.50	S80°00'21" W	548	86.51	S82°17'08" W
337	10.50	S80°00'21" W	549	33.00	S82°17'08" W
338	6.50	S80°00'21" W	550	124.30	S86°50'21" E
339	11.50	S80°00'21" W	551	260.04	S86°50'21" E
340	11.50	N80°00'21" W	552	260.04	S86°50'21" E
341	10.50	S80°00'21" W			
342	8.00	S80°00'21" W			
343	5.82	S80°00'21" W			
344	9.00	N80°00'21" W			
345	65.97	S80°00'21" W			



LINE & CURVE TABLE
PROPOSED
FEBRUARY 27, 2006
"MUST BE BUILT"
SHEET 7A
AN 6537-001

[Signature]
CRAIG P.
AMEY
* PROFESSIONAL
SURVEYOR
No.
34870
LICENCED PROFESSIONAL SURVEYOR
STATE OF MICHIGAN
LICENCE NO. 34870
ANDERSON, ZEITSTEIN AND WESTBROOK, INC.
6130 SCHENKERS ROAD
SHELBY TOWNSHIP, MICHIGAN 48315

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

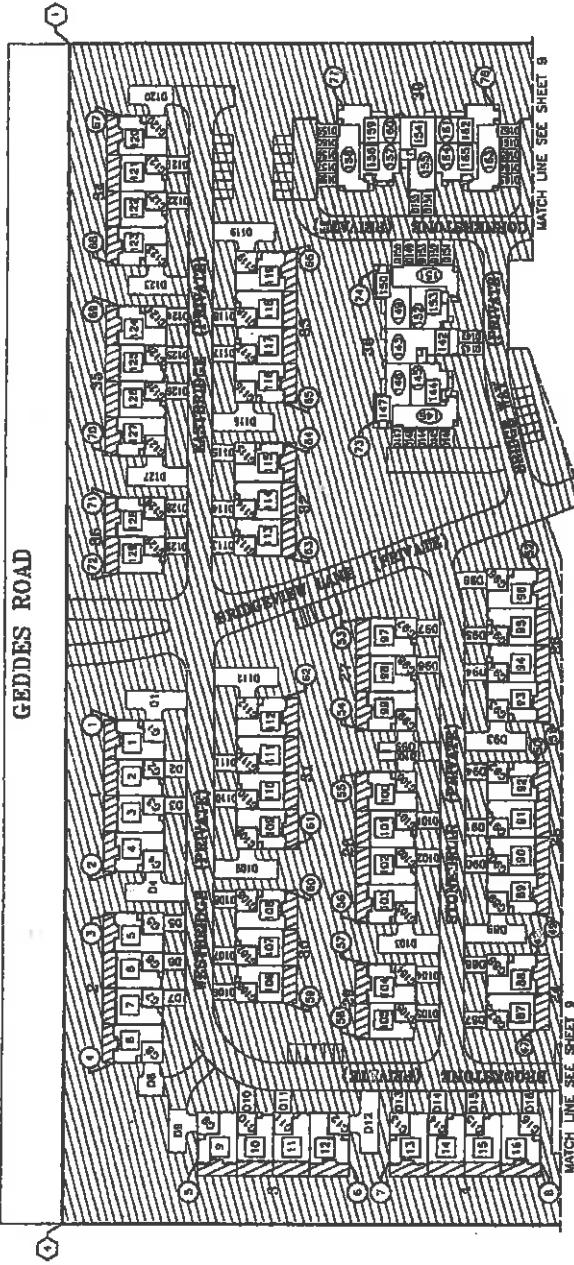


0 50 100 150

25 50 100

SCALE: 1" = 50'

GEDDES ROAD



MATCH LINE SEE SHEET 9

MATCH LINE SEE SHEET 9

KEY PLAN

NOT TO SCALE

LEGEND

GENERAL COMMON ELEMENT
UNITED COMMON ELEMENT
BOUNDARY COORDINATE POINT
UNIT COORDINATE POINT
DESIGNED GARAGE WITH CORRESPONDING UNIT NUMBER
UNITED COMMON ELEMENT
BUILDING NUMBER
UNIT NUMBER
LOWER UNIT NUMBER
UPPER UNIT NUMBER

SITE PLAN
PROPOSED
FEBRUARY 1, 2005
"MUST BE BUILT"
SHEET 8

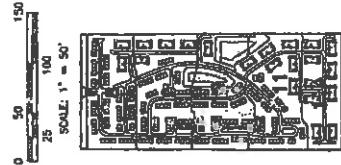
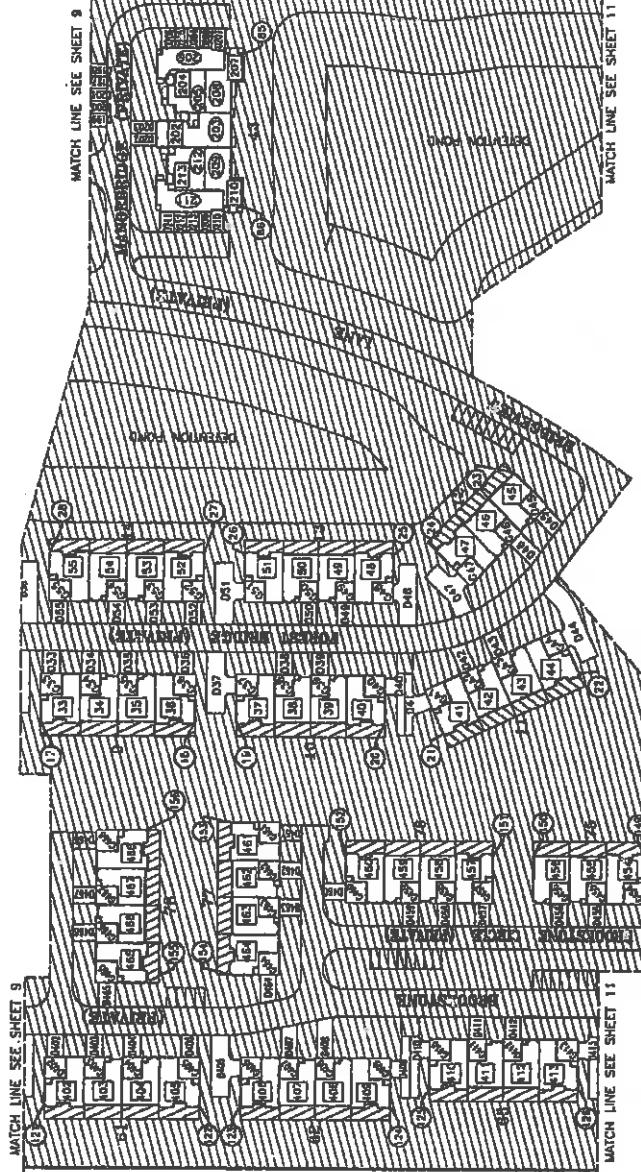
AKW #552-003



SCHEDULE OF BOUNDARY COORDINATES	
NUMBER	NORTHING
1	151911.22
2	151811.50
3	151611.40
4	151422.05
5	151219.68
6	151031.22
7	150811.22
8	150722.35
47	147461.72
48	147461.72
53	147461.73
50	147461.75
51	147461.75
52	147461.75

NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING	SCHEDULE OF UNIT COORDINATES	
						NUMBER	NORTHING
1	151911.21	53	151911.73	150698.03	67	151911.55	123591.05
2	151811.50	54	149111.74	119726.42	68	151811.10	124345.35
3	151611.40	55	149111.74	119538.42	68	151611.20	123053.38
4	151422.05	56	149111.73	117859.76	70	151422.70	122610.57
5	151219.68	57	149111.72	117461.76	71	151219.67	122051.70
6	151031.22	58	149111.72	116751.15	72	151031.00	121324.68
7	150811.22	59	149061.00	117112.31	73	149061.14	120811.15
8	150722.35	60	149051.53	116922.20	74	149061.18	12430.82
47	147461.72	61	148941.53	116821.20	77	148938.35	12584.41
48	147461.72	62	148941.16	12010.57	78	147691.20	125914.45
53	147461.73	63	148941.01	12148.86			
50	147461.75	64	148911.54	12280.25			
51	147461.75	65	148911.44	12301.25			
52	147461.75	66	148900.05	12448.91			

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM



KEY PLAN

NOT TO SCALE

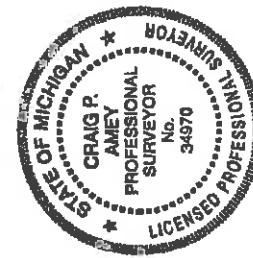
LEGEND

GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
BOUNDARY COORDINATE POINT
UNIT COORDINATE POINT
DESIGNATED GARAGE WITH CORRESPONDING UNIT NUMBER
DESIGNATED GARAGE WITH LIMITED COMMON ELEMENT
BUILDING NUMBER
UNIT NUMBER
LOWER UNIT NUMBER
UPPER UNIT NUMBER

SITE PLAN

PROPOSED
FEBRUARY 27, 2006
"MUST BE BUILT"
SHEET 10

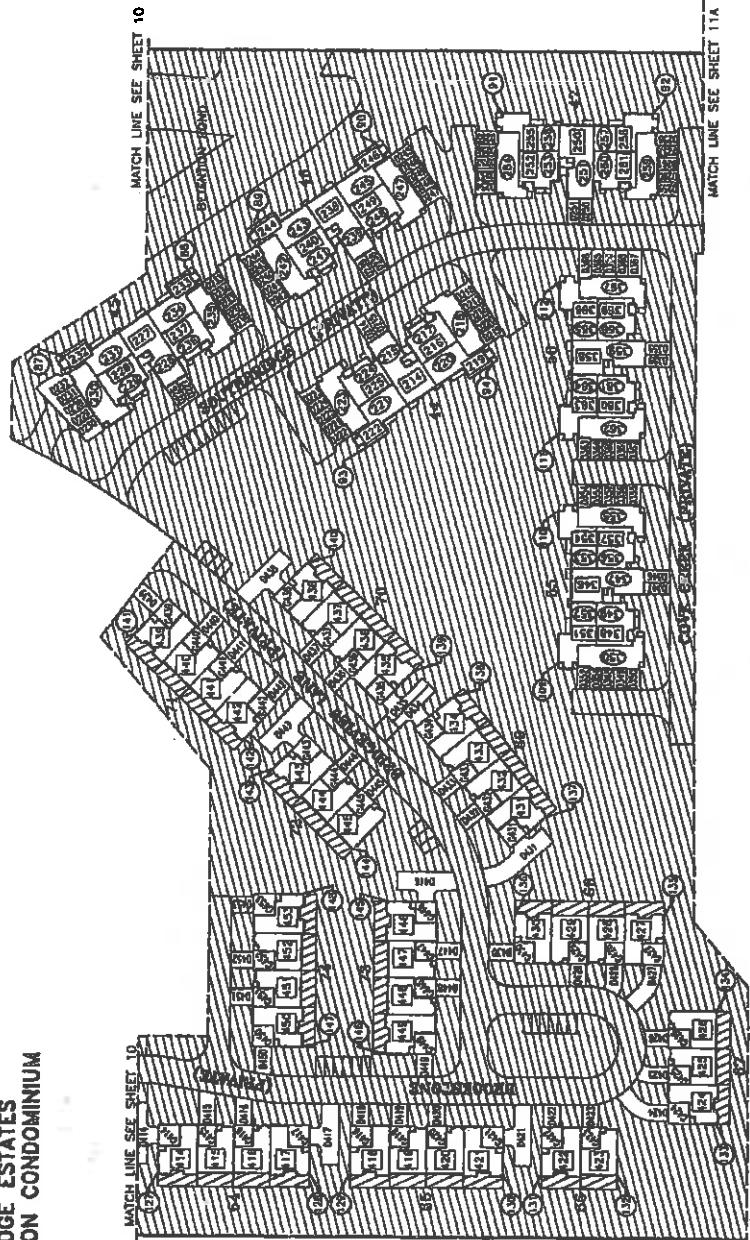
REV 5/5/2003



SCHEDULE OF
UNIT COORDINATES

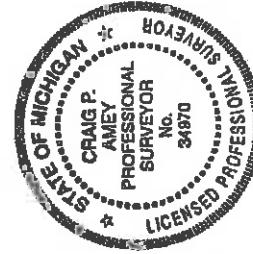
NUMBER	NORTHING	EASTING	INDEXER	NORTHING	EASTING
17	14142.70	11022.56	121	14136.55	11058.48
18	13894.64	11028.60	122	13867.88	11055.51
19	13894.44	11029.40	123	13847.08	11059.57
20	13893.37	11029.42	124	13799.22	11065.50
21	13746.20	11019.39	125	13769.22	11074.53
22	13610.47	11080.04	126	13610.65	11074.54
23	13675.69	12177.07	149	13544.63	11000.55
24	13753.13	12066.14	150	13655.23	11000.54
25	13797.82	12094.62	161	13699.40	11000.54
26	13846.49	12094.40	162	13644.05	11000.52
27	13680.49	12026.80	163	13657.07	11022.54
28	14126.16	12026.58	164	13657.03	11023.97
85	13650.61	12367.39	165	14041.05	11075.50
86	13850.36	12437.73	166	14061.07	11024.17

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM



SCHEDULE OF
UNIT COORDINATES

NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING
07	13673.03	12353.70	127	132570.55	11353.55
08	13549.28	124527.47	128	13421.88	11595.56
09	13488.90	12450.24	129	13261.88	11595.57
10	13141.23	12584.41	130	13223.22	11595.58
91	13240.07	12584.86	131	13193.22	11595.59
92	13090.40	12509.01	132	13116.61	11595.59
93	13371.18	12266.73	133	13022.18	11605.86
94	13567.43	12346.61	134	13022.39	11717.56
109	13178.40	12054.92	135	13075.05	11809.50
110	13179.59	12204.56	136	13223.73	11809.55
111	13178.04	12278.92	137	13161.84	11809.54
112	13180.13	12429.56	138	13225.45	12020.20



KEY PLAN
NOT TO SCALE
LEGEND
GENERAL COMMON ELEMENT
UNITED COMMON ELEMENT
BOUNDARY COORDINATE POINT
UNIT COORDINATE POINT
DESIGNATED CHARGE WITH CORRESPONDING UNIT NUMBER
UNIT NUMBER
BUILDING NUMBER
UNIT NUMBER
LOWER UNIT NUMBER
UPPER UNIT NUMBER

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SITE PLAN
PROPOSED
FEBRUARY 27, 2006
"MUST BE BUILT"
SHEET 11

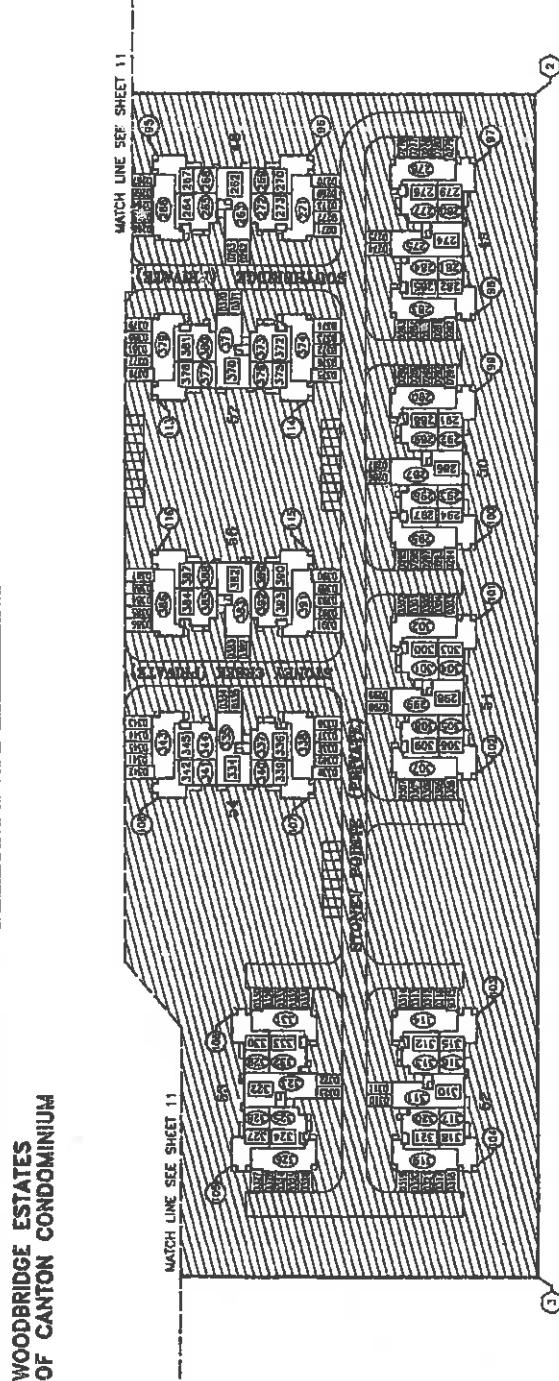
SHANE D. ANDERSON, LEONARD J. ANDERSON, AND WESTRICK INC.

51301 SPROUTING ROAD

SHELBY TOWNSHIP, MICHIGAN 48315

AEW 7552-001

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM



KEY PLAN

NOT TO SCALE

LEGEND

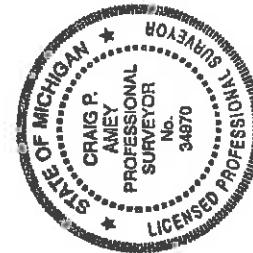
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- UNITED COMMON ELEMENT
- BOUNDARY COORDINATE POINT
- UNIT COORDINATE POINT
- DESIGNATED GARAGE WITH CORRESPONDING UNIT NUMBER
- LIMITED COMMON ELEMENT
- CORRESPONDING UNIT NUMBER
- UNIT COMMON ELEMENT
- BUILDING NUMBER
- UNIT NUMBER
- LOWER UNIT NUMBER
- UPPER UNIT NUMBER

1

SITE PLAN
PROPOSED
FEBRUARY 27, 2006
"MUST BE BUILT"
SHEET 11A

[Signature]
CRAIG F. AMEY, SURVEYOR
PROFESSIONAL SURVEYOR
INCORPORATED
5441 SCHOTTHORPE ROAD, MCSTRICK, INC.
SHELBY TOWNSHIP, MICHIGAN 48375

ACW #652-001



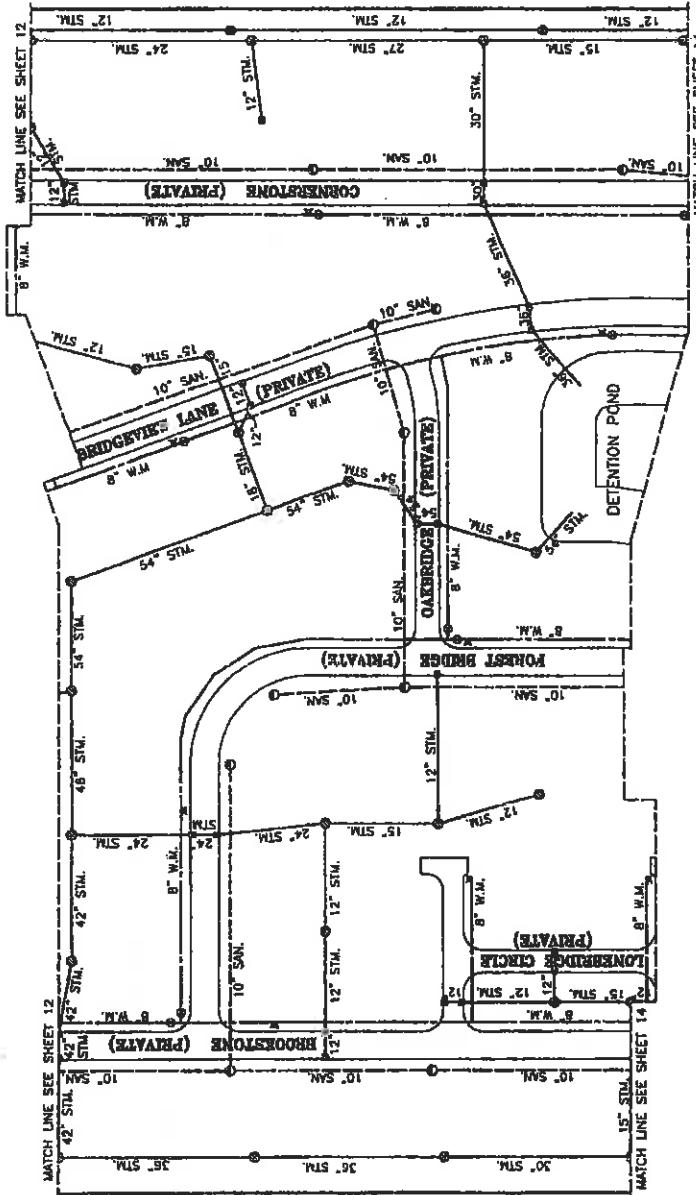
SCHEDULE OF
BOUNDARY COORDINATES

NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING
1	13015.07	72585.04	105	11603.04	12840.19
95	12865.40	12591.99	106	12840.49	11732.70

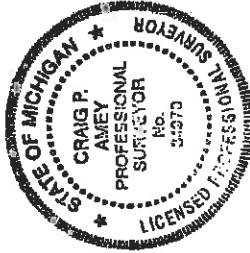
SCHEDULE OF
UNIT COORDINATES

NUMBER	NORTHING	EASTING	NUMBER	NORTHING	EASTING
95	12865.40	12591.99	105	11603.04	12840.19
96	12865.40	12591.99	106	12840.49	11732.70
97	12700.10	72587.66	107	12884.23	11983.87
98	12698.81	12436.19	108	13013.69	11983.58
99	12698.07	12385.86	113	13014.99	12353.04
100	12697.39	12215.19	114	12865.32	12383.09
101	12697.23	12137.66	115	12884.70	12205.87
102	12696.84	11988.19	116	13014.26	12206.50
103	12696.44	11753.17			
104	12696.19	11603.50			

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

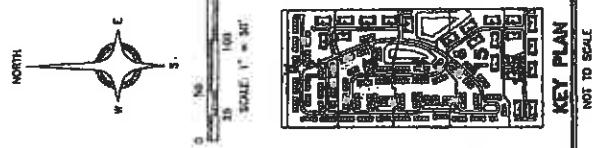


GENERAL NOTATIONS
ALL UNITS TO BE SERVED WITH SANITARY SEWER AND WATER BY CANTON
TOWNSHIP. SANITARY SEWER, WATER MAIN AND STORM SEWER BY CANTON
TOWNSHIP PER ANDERSON, LEASTON, AND WESTRICK, INC. ENGINEERING DRAWINGS.
ALL UNITS TO BE SERVED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE.
UNITS, AS SHOWN, HAVE BEEN PROPOSED LOCATIONS OF FACILITIES AND NO
CUL-DE-SAC IS PROVIDED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO
CUL-DE-SAC IS SHOWN AS TO COMPLETENESS OF ACCURACY THEREOF. UTILITY
LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.



UTILITY PLAN
PROPOSED
FEBRUARY 27, 2006
"MUST BE BUILT
SHEET 13

APN 552-303

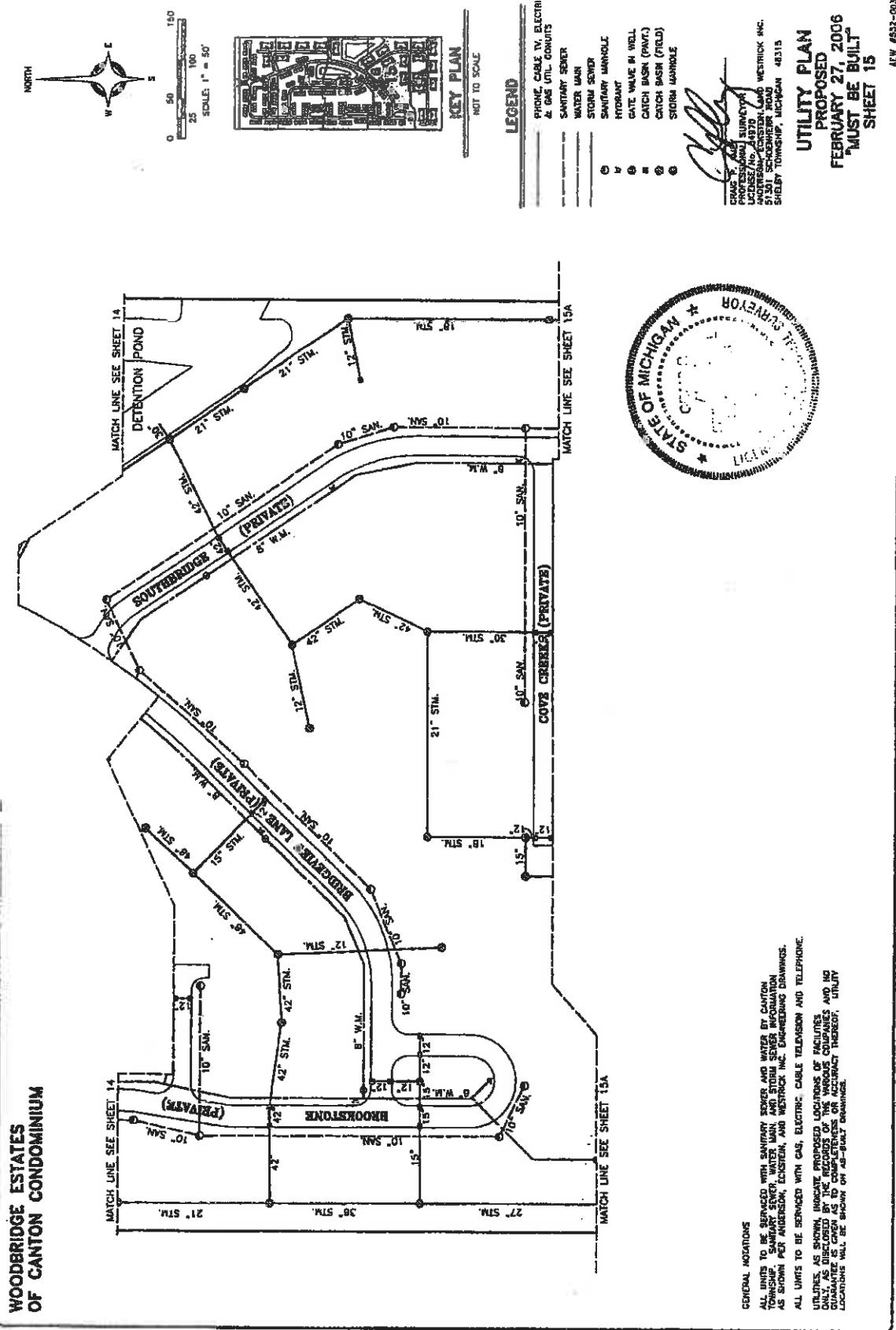


KEY PLAN
NOT TO SCALE

PHONE, CABLE TV, ELECTRIC & GAS UTIL. CONDUITS
WATER MAIN
STORM SEWER
SANITARY MANHOLE
HYDRANT
GATE, VALVE IN WELL
CATCH BASIN (POND)
CATCH BASIN (FIELD)
STORM MANHOLE

Craig P. Amey
CRAIG P. AMEY
PROFESSIONAL SURVEYOR
LICENSURE NO. 31370
ANDERSON, LEASTON, AND
WESTRICK, INC.
5120 SOMERHILL ROAD
MICHIGAN CITY, IN 46360

WOODBRIDGE ESTATES OF CANADA CONDOMINIUM



GENERAL NOTATIONS

ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY CAUTION
THERMOSAN, SANITARY SEWER, WATER, MARY ANITA, STORM, SEWER, INFRASTRUCTURE
INC., AND WIRETRAC INC., EXCEPT AS NOTED.

ALL UNITS TO BE SERVICED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE.

UTILITIES, AS SHOWN, INDICATE PROPOSED LOCATIONS OF FACILITIES AND NO
GUARANTEE IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF. LIABILITY
FOR ANY DEFECTS OF THE VARIOUS COMPANIES AND NO
RESPONSIBILITY FOR ANY DEFECTS OF THE BUILDINGS OR AS-BUILT DRAWINGS.

**UTILITY PLAN
PROPOSED
FEBRUARY 27, 2006
"MUST BE BUILT"
SHEET 15**

ALM 153

PF-44.0

**WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM**

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NOT TO SCALE

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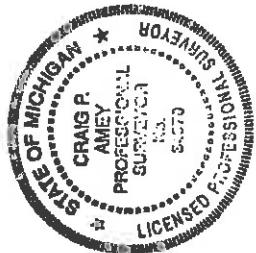
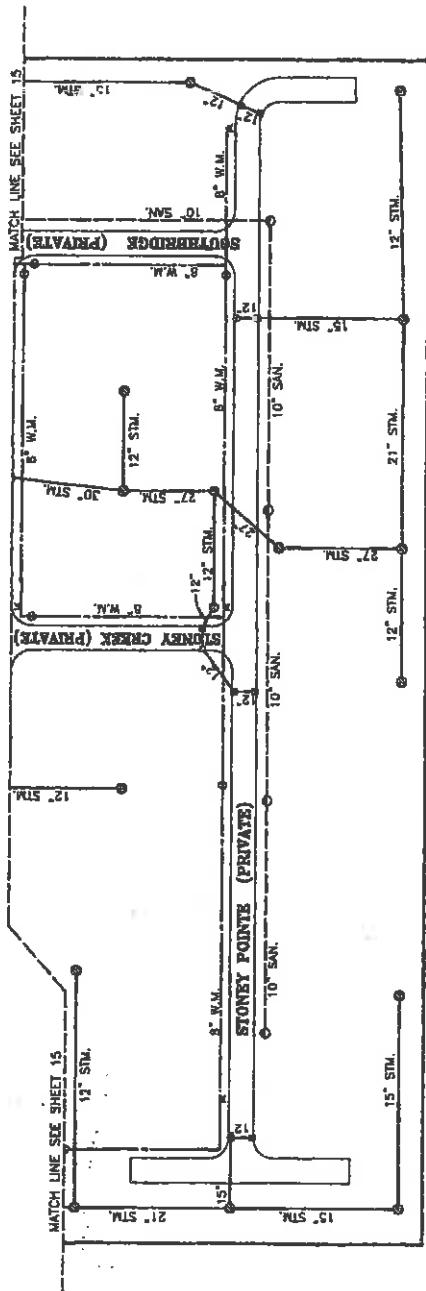
PHONE: CABLE-TV, ELECTRIC:
& GAS UTIL. CONSULTS
SANITARY SERVER
WATER MAIN
STORM SERVER
SANITARY MANHOLE
HYDRANT
GATE VALVE IN WELL
CATCH BASIN (PWT.)
CATCH BASIN (FLOD)
STORM MANHOLE



CRAIG P. ALLEN, P.E., S.E. - SUPERVISOR
LAWRENCE, KANSAS, ENGINEER, AND WESTRICK INC.
51501 SCHNEIDER ROAD

UTILITY PLAN
PROPOSED
FEBRUARY 27, 200
-MUST BE BUILT
SHEET 15A

REV 452-001



GENERAL NOTATIONS
ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY CANYON TOWNSHIP. SANITARY SEWER AND WATER INFORMATION AS SHOWN PER ANDES, SEWER, AND WATER SYSTEMS INC. ENGINEERING DRAWINGS.
STORM SEWER AS SHOWN IN THE ENGINEERING DRAWINGS.
ALL UNITS TO BE SERVICED WITH GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE.

LI-45013

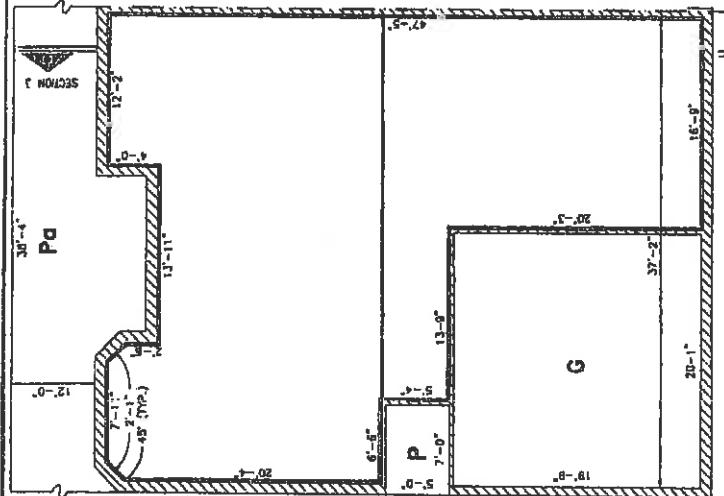
WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

UNIT SCHEDULE

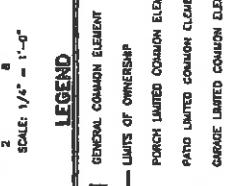
UNIT TYPE	UNIT TYPE	UNIT SCHEDULE
A-1	A-1 REV	108
28	62	
70	79	
86	89	

UNIT SCHEDULE

UNIT TYPE	UNIT TYPE	UNIT SCHEDULE
A-3	A-3 REV	
42	46	



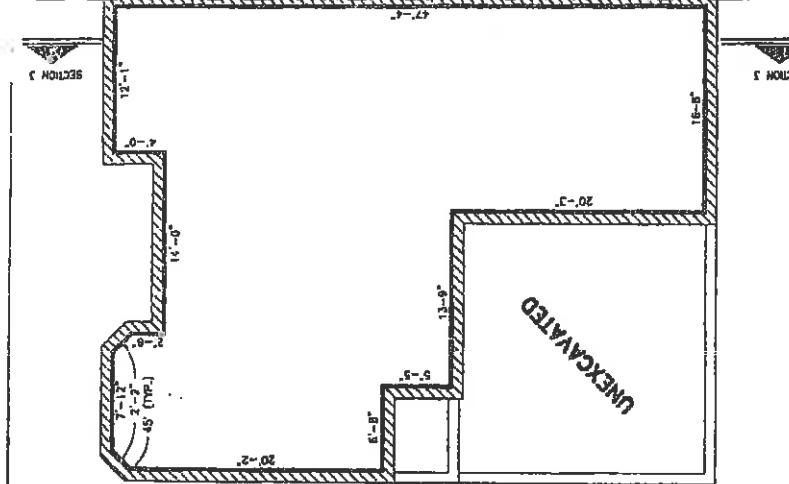
FIRST FLOOR PLAN



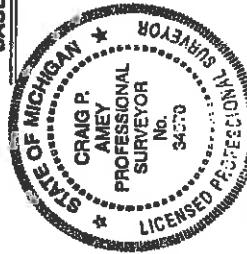
OPTIONAL SECOND FLOOR PLAN

NOTE:	
- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROXIMATE RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE.	
- ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 0.1' UNLESS NOTED OTHERWISE.	
- ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.	
- THE DIMENSIONS OF UNITS AS SHOWN ON THESE FLOOR PLANS ARE THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.	
- ALL UNITS WILL BE CONSTRUCTED WITH PLATFLOOR, SECOND FLOOR PLAN UNLESS PURCHASER SPECIFICALLY REQUESTS OTHER FLOOR PLAN FOR CONSTRUCTION OF THE SECOND FLOOR PLAN.	

SQUARE FOOTAGE UNIT TYPE A-1, A-3	
BASMENT	1241 50 FT
1ST FLOOR	1254 50 FT
2nd FLOOR (OPTIONAL)	153 50 FT
1st	2654 50 FT



BASEMENT PLAN



UNIT TYPE A-1, A-3
PROPOSED
JULY 18, 2006
"MUST BE BUILT"
SHEET 1CA
ACW #522-003

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

UNIT SCHEDULE

UNIT	UNIT TYPE	TYPE A-2 REV
1	A-2	116
2	A-2	117
3	A-2	120
4	A-2	121
5	A-2	122
6	A-2	123
7	A-2	124
8	A-2	125
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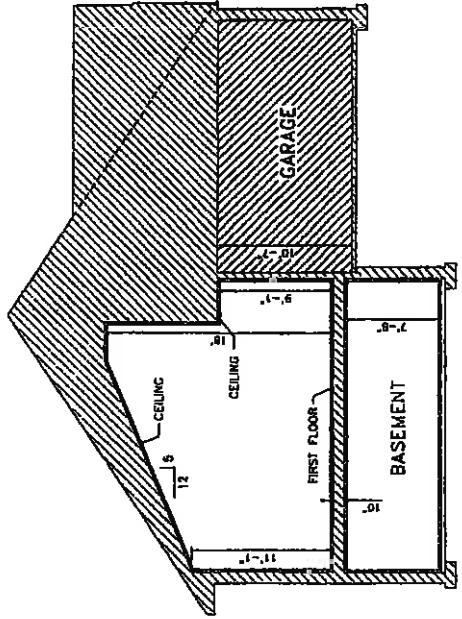
WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

UNIT SCHEDULE

BUILDING NO.	UNIT NO.	FIRST FLOOR ELEV.
1	1-4	702.8
2	5-8	702.5
3	9-12	702.5
4	13-16	702.8
5	17-20	702.8
6	21-24	702.4
7	25-28	701.4
8	29-32	700.5
9	33-36	699.5
10	37-40	699.3
11	41-44	699.1
12	47	700.0
13	48-51	698.2
14	52-55	700.0
15	56-59	700.4
16	60-63	698.4
17	64-66	698.5
18	67-69	702.3
19	71	701.3
20	74	701.5
21	83	701.5
22	84	702.5
23	85	702.4
24	86-89	702.6
25	93	702.2
26	94	701.8
27	100-103	701.7
28	104	702.4

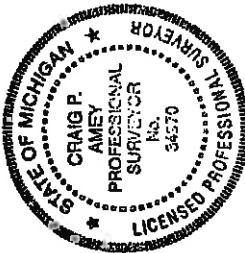


NOTE:
- ALL FLOORS, WALLS AND CEILINGS ARE AT
APPROXIMATE RIGHT ANGLES TO EACH OTHER
UNLESS NOTED OTHERWISE.
- ALL EXTERIOR FIRST FLOOR WALLS ARE
APPROXIMATELY 32' UNLESS NOTED OTHERWISE.
- ALL INTERIOR DIMENSIONS ARE MEASURED
FROM FACE OF WALL TO FACE OF WALL.
- THE DIMENSIONS OF UNITS AS SHOWN ON THESE
FLOOR PLANS MAY VARY FROM THE DIMENSIONS
OF THE UNITS AS CONSTRUCTED.
- ALL UNIT TYPE A WILL BE CONSTRUCTED WITHOUT
CEILINGS, EXCEPT FOR A MINIMUM CEILING
SPECIFICATION AS NOTED. A CONCRETE SLAB FLOOR FOR THE
CONSTRUCTION OF THE SECOND FLOOR PLAN.



SECTION 2-2

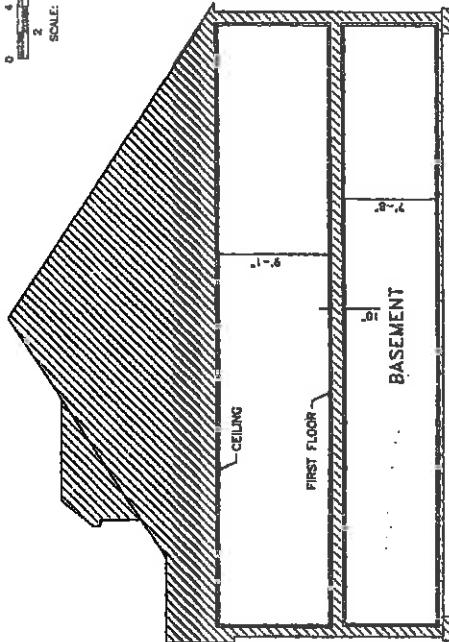
0 4 8 12
2 6 10
SCALE: 1/4" = 1'-0"



Craig P. Amey
PROFESSIONAL SURVEYOR
No. 34570
LICENSED PROFESSIONAL SURVEYOR
CRAIG P. AMEY SURVEYING
AND ENGINEERING, INC.
ANDERSON, CONSTRUCTION AND WESTROCK INC.
1101 SCHOENHEIR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315

CROSS SECTION
UNIT TYPE A-2, A-4
PROPOSED
JULY 18, 2006
"MUST BE BUILT"
SHEET 17 ACW 0552-053

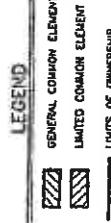
WITH OPTIONAL SECOND FLOOR
SECTION 1-1



WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

UNIT SCHEDULE

BUILDING NO.	UNIT NO.	FIRST FLOOR ELEV.
7	28	701.4
18	62	699.9
19	70	702.3
21	79	702.5
22	82	702.5
23	86	702.5
24	96	702.2
25	98	702.2
27	104	702.6



FG-54.0

LI-45017

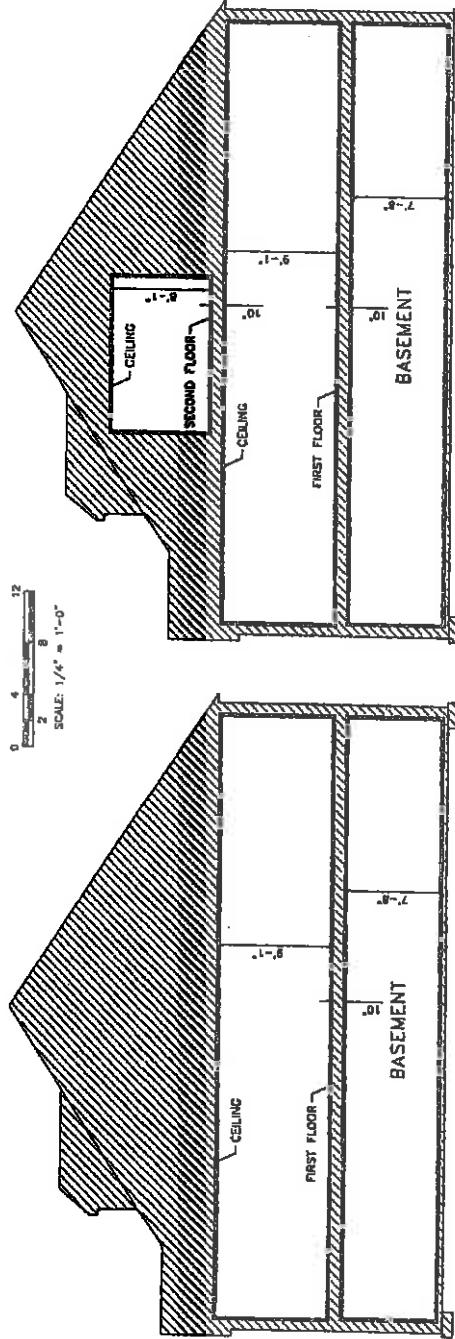
NOTE:
 - ALL FLOORS, WALLS AND CEILINGS ARE AT
 APPROPRIATE RISE AND REACH EACH OWNER,
 UNLESS NOTED OTHERWISE.
 - ALL EXTERIOR FIRST FLOOR WALLS ARE
 APPROXIMATELY 17'-1" UNLESS NOTED OTHERWISE.
 - ALL INTERIOR DIMENSIONS ARE MEASURED
 FROM FACE OF WALL TO FACE OF WALL.
 - THE DIMENSIONS OF UNITS AS SHOWN ON THESE
 FLOOR PLANS MAY VARY FROM THE DIMENSIONS
 OF THE UNITS AS CONSTRUCTED.
 - ALL UNIT TYPE A WILL BE CONSTRUCTED WITHOUT
 OPTIONAL SECOND FLOOR PLAN UNLESS PURCHASER
 SPECIFICALLY CONTRACTS WITH DEVELOPER FOR THE
 CONSTRUCTION OF THE SECOND FLOOR PLAN.



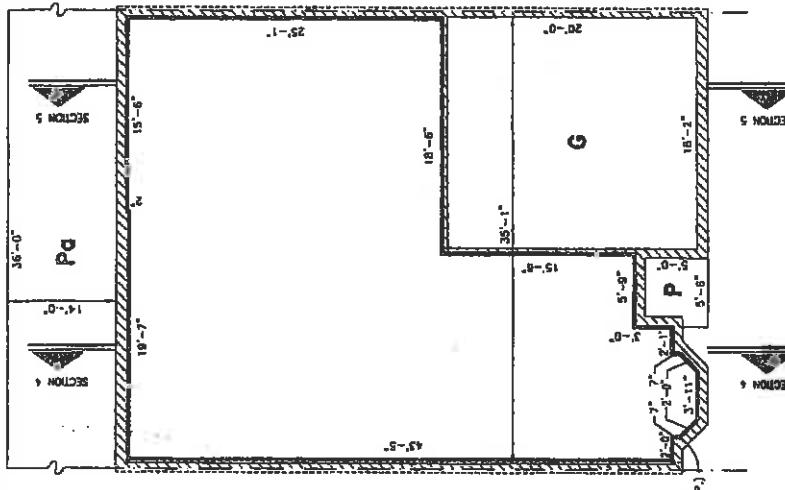
CROSS SECTION
UNIT TYPE A-1, A-3
PROPOSED
JULY 18, 2006
"MUST BE BUILT"
SHEET 17A
REV. 2/05-001

WITH OPTIONAL SECOND FLOOR
SECTION 3-3

SECTION 3-3



**WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM**



NOTE:
FOR UNIT SCHEDULE B-1, B-3
SEE SHEET 18 AND 19A

NOTE: - ALL EXTERIOR WALLS AND CEILINGS ARE AT ANGLES OF 90° UNLESS NOTED OTHERWISE.
- ALL EXTERIOR, FIRST FLOOR WALLS ARE APPROXIMATELY 1 1/2", UNLESS NOTED OTHERWISE.
- ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
- THE DIMENSIONS OF UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.
- ALL UNIT TYPE II, III, IV AND V WILL BE CONSTRUCTED WITHOUT OPTIONAL SPECIFICALLY CONTRACTED WITH DEVELOPER FOR THE CONSTRUCTION OF THE INTERIOR BEDROOM.

FIRST FLOOR PLAN

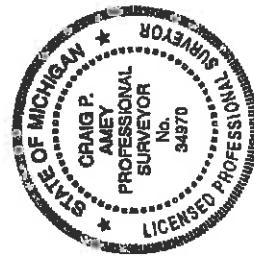
LEGEND	
	GENERAL COLUMN ELEMENT
	UNITS OF OWNERSHIP
	PORCH LIMITED COLUMN ELEMENT
	PATIO LIMITED COLUMN ELEMENT
	GARAGE LIMITED COLUMN ELEMENT

STATE 1/66 2 100

BASEMENT PLAN

**BASEMENT AND FIRST FLOOR PLAN
UNIT TYPE B-1. B-3
PROPOSED JULY 18, 2006
"MUST BE BUILT"**

六



SECTION 5

SECTION 4

SECTION 6

SECTION 5

24'-10"

18'-6"

15'-8"

5'-8"

5'-0"

5'-2"

5'-10"

45'-6"

UNEXCAVATED

24'-10"

0.00-04

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

UNIT SCHEDULES

SQUARE FOOTAGE UNIT TYPE B-1 LOFT	
BASMENT	1173 SQ FT
1ST FLOOR	1173 SQ FT
2ND FLOOR (2BR)	485 SQ FT
2ND FLOOR (3BR)	635 SQ FT
TOTAL (2BR)	2842 SQ FT
TOTAL (3BR)	2961 SQ FT

SQUARE FOOTAGE UNIT TYPE B-3 LOFT	
BASMENT	1173 SQ FT
1ST FLOOR	1173 SQ FT
2ND FLOOR (2BR)	482 SQ FT
2ND FLOOR (3BR)	620 SQ FT
TOTAL (2BR)	2827 SQ FT
TOTAL (3BR)	2956 SQ FT

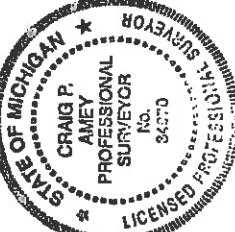
- NOTE:
- ALL FLOORS, WALLS AND CEILINGS ARE AT 90 DEGREES UNLESS NOTED OTHERWISE.
 - ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 3'7" UNLESS NOTED OTHERWISE.
 - ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
 - THE DIMENSIONS OF UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.
 - ALL UNIT TYPE B WITH BAY WILL BE CONSTRUCTED WITHOUT OPTIONAL THIRD BEDROOM (PLAN B-1 OR B-3) UNLESS PURCHASER SPECIFICALLY CONTRACTS WITH DEVELOPER FOR THE CONSTRUCTION OF THE THIRD BEDROOM.

SECOND FLOOR PLAN
OPTION B-1 LOFT

12'-0" x 12'-0"

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

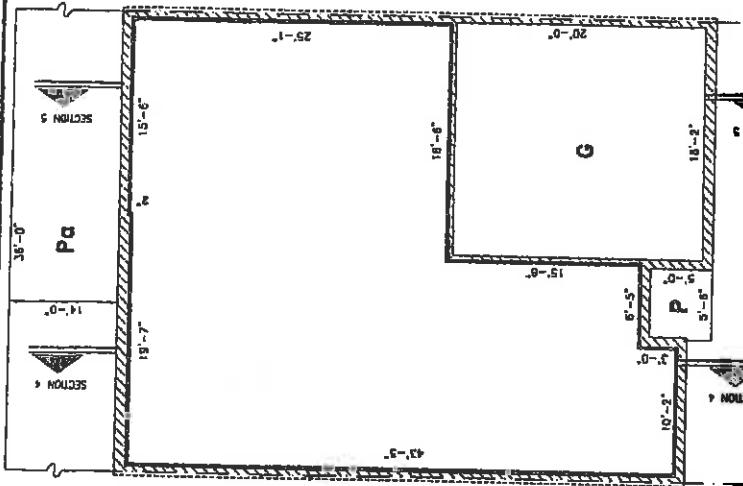
SECOND FLOOR PLAN
OPTION B-1 LOFT



SECOND FLOOR PLAN LOFT
UNIT TYPE B-1, B-3
PROPOSED JULY 18, 2006
"MUST BE BUILT"
SHEET 19A
REV. 05/22-01

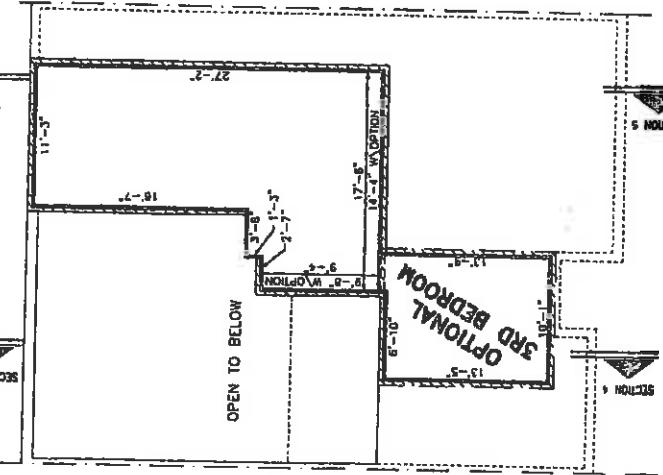
- LEGEND
- GENERAL CONSTRUCTION ELEMENT
 - LIMITS OF OWNERSHIP

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM



FIRST FLOOR PLAN

BASEMENT PLAN



SECOND FLOOR PLAN

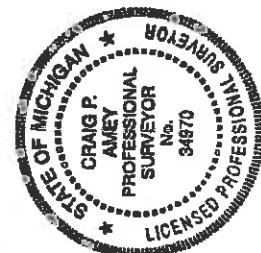
SQUARE FOOTAGE UNIT TYPE B-2	
BASEMENT	1161 SF
1ST FLOOR	1186 SF
2ND FLOOR (2BR)	370 SF
2ND FLOOR (3BR)	507 SF
TOTAL (2BR)	2697 SF
TOTAL (3BR)	2834 SF

- NOTE:
 - ALL FLOORS, WALLS AND CEILINGS ARE AT APPROXIMATE 90 DEGREES TO EACH OTHER, UNLESS NOTED OTHERWISE.
 - ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 21' UNLESS NOTED OTHERWISE.
 - ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
 - THE DIMENSIONS OF LIVING AND SLEEPING AREA FLOOR PLATES MAY VARY FROM THE INDICATIONS OF THE UNITS AS CONSTRUCTED.
 - ALL UNIT TYPE B-2 UNITS ARE CONSTRUCTED WITHOUT APPENDAGE, THEREFORE CONSTRUCTION UNITS ARE NOT PROVIDED.
 PURCHASER SPECIFICALLY CONSIDERS THE UNIT OPEN FOR THE CONSTRUCTION OF THE THIRD BEDROOM.

UNIT SCHEDULE

UNIT	TYPE
22	B-2
35	
53	
68	
69	
85	
105	
118	

- LEGEND
- GENERAL COMMON ELEMENT
 - LIMITS OF OWNERSHIP
 - PORCH UNITED COMMON ELEMENT
 - PATIO UNITED COMMON ELEMENT
 - GARAGE UNITED COMMON ELEMENT



ATN 752-001
 UNIT TYPE B-2
 PROPOSED
 JULY 18, 2006
 "MUST BE BUILT"
 SHEET 20

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

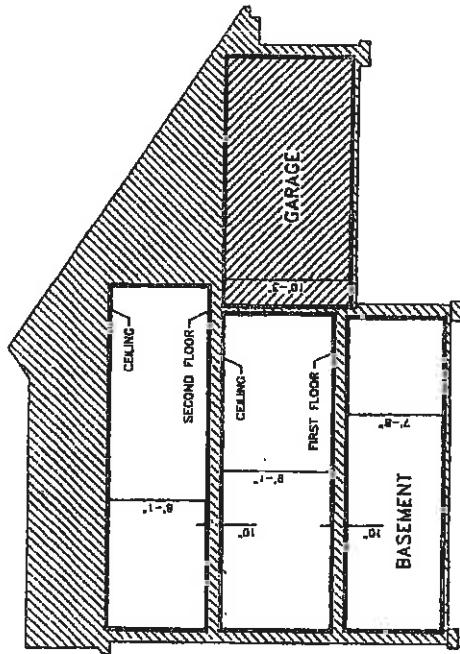
UNIT SCHEDULE

BUILDING NO.	UNIT NO.	FIRST FLOOR ELEV.	UNIT SCHEDULE	BUILDING NO.	UNIT NO.	FIRST FLOOR ELEV.
1	2,3	702.6		30	106,107	702.7
	6,7	702.5		31	110,111	702.5
3,4	10,11	702.6		32	112,114	702.5
4,5	14,15	702.6		33	117,118	701.0
5,6	16,17	702.6		34	121,122	700.5
5,6	22,23	702.6		35	125,126	701.1
7	20,21	702.4		36	128	702.5
7	26,27	702.4		37	130,136	702.5
8	36,31	702.6		38	140	702.5
9	34,35	700.2		39	145,146	702.3
10	42,43	699.1		40	145,146	701.2
11	44,45	699.1		41	147,148	701.2
12	46,47	700.0		42	147,148	700.2
13	51,52	698.2		43	145,146	700.5
14	53,54	700.0		44	145,146	700.5
15	57,58	700.0		45	145,146	700.5
16	61,62	698.5		46	145,146	700.5
17	64,65	700.5		47	145,146	700.1
18	68,69	702.3		48	145,146	700.3
19	77,78	701.3		49	142,143	698.2
20	79,80	700.3		50	145,147	698.2
21	77,78	701.3		51	140,141	699.9
22	81,82	701.5		52	144,145	699.9
23	84,85	702.4		53	147,148	700.2
24	87,88	701.4		54	141,142	700.1
25	90,91	701.4		55	145,146	698.1
26	94,95	702.2		56	145,146	700.1
27	97,98	701.8		57	145,147	702.1
28	101,102	701.7		58	140,141	702.4
29		702.4				702.4

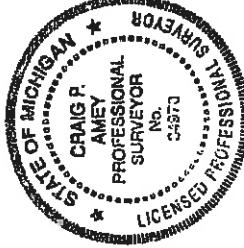
LEGEND

GENERAL COMMON ELEMENT
UNITED COMMON ELEMENT
LIMITS OF OWNERSHIP

NOTE:
 - ALL FLOORS, WALLS AND CEILINGS ARE AT
 APPROXIMATELY 90° TO EACH OTHER
 UNLESS NOTED OTHERWISE.
 - ALL EXTERIOR FIRST FLOOR WALLS ARE
 APPROXIMATELY 90° UNLESS NOTED OTHERWISE.
 - ALL INTERIOR DIMENSIONS ARE MEASURED
 FROM FACE OF WALL TO FACE OF WALL.
 - THE DIMENSIONS OF UNITS AS SHOWN ON THESE
 FLOOR PLANS MAY VARY FROM THE DIMENSIONS
 OF THE UNITS AS CONSTRUCTED.

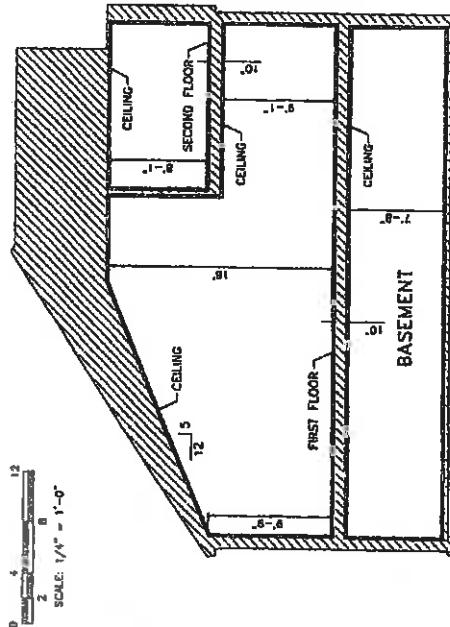


SECTION 5-5

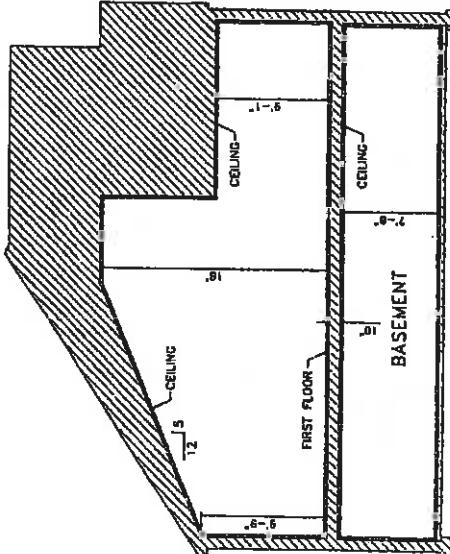


Craig P. Amey
PROFESSIONAL SURVEYOR
C3970
STATE OF MICHIGAN
PRACTICING SURVEYOR
ANDREW, ANDERSON, AND WESTRICK, INC.
SUITE 100
SCHOOLCRAFT, MICHIGAN 48315
SHELBY TOWNSHIP, MICHIGAN 48315

CROSS SECTIONS
UNIT TYPE B
PROPOSED
"MUST BE BUILT"
SHEET 21
NEW #592-103



WITH OPTIONAL 3RD BEDROOM
SECTION 4-4



SECTION 4-4

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

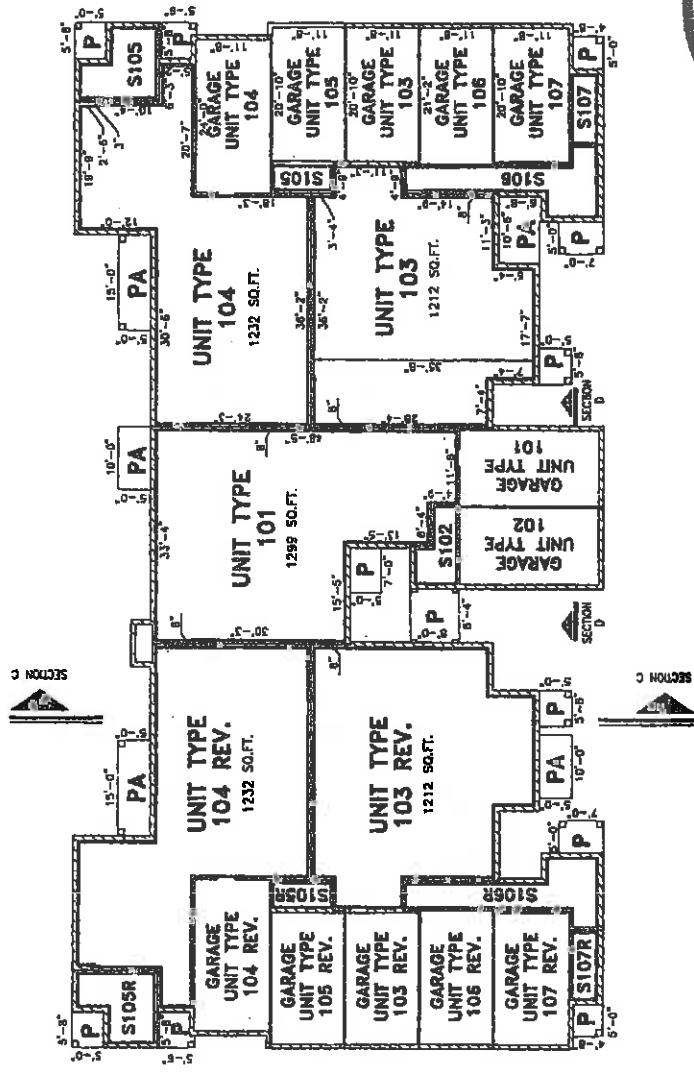
LEGEND

GENERAL CONDOR ELEMENT

LINES OF OWNERSHIP

PA	PORTICO LIMITED COMMON ELEMENT
P	PORTICO, PART OF UNIT TYPE "102"
S102	STAIRWELL, PART OF UNIT TYPE "102"
S105	STAIRWELL, PART OF UNIT TYPE "105"
S105R	STAIRWELL, PART OF UNIT TYPE "105" REV.
S106	STAIRWELL, PART OF UNIT TYPE "106"
S106R	STAIRWELL, PART OF UNIT TYPE "106" REV.
S107	STAIRWELL, PART OF UNIT TYPE "107"
S107R	STAIRWELL, PART OF UNIT TYPE "107" REV.

- NOTE:
- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROPRIATE RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE.
 - ALL EXTERIOR FIRST FLOOR WALLS ARE APPROXIMATELY 0.75" THICK, UNLESS NOTED OTHERWISE.
 - UNIT DIMENSIONS FOR UNIT TYPE 105 AND UNIT TYPE 106 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
 - UNIT DIMENSIONS FOR UNIT TYPE 106 AND UNIT TYPE 107 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
 - ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
 - THE DIMENSIONS OF THE UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.



UNIT TYPE	UNIT NUMBER
101	130, 142, 154, 166, 176, 180, 202, 214, 227, 238, 250 262, 274, 286, 298, 310, 322, 334, 346, 358, 370, 382
103	141, 153, 165, 177, 188, 201, 213, 225, 237, 249, 261 271, 283, 297, 309, 321, 333, 345, 357, 369, 381, 393
103 REV.	132, 144, 156, 168, 180, 192, 204, 216, 228, 240, 252 264, 276, 288, 300, 312, 324, 338, 348, 360, 372, 384
104	138, 150, 162, 174, 186, 198, 210, 222, 234, 246, 258 270, 282, 294, 306, 318, 330, 342, 354, 366, 378, 390
104 REV.	135, 147, 159, 171, 183, 195, 207, 219, 232, 244, 255 267, 279, 291, 303, 315, 327, 339, 351, 363, 375, 387

0 9 18 27
4.5 18 1-0"

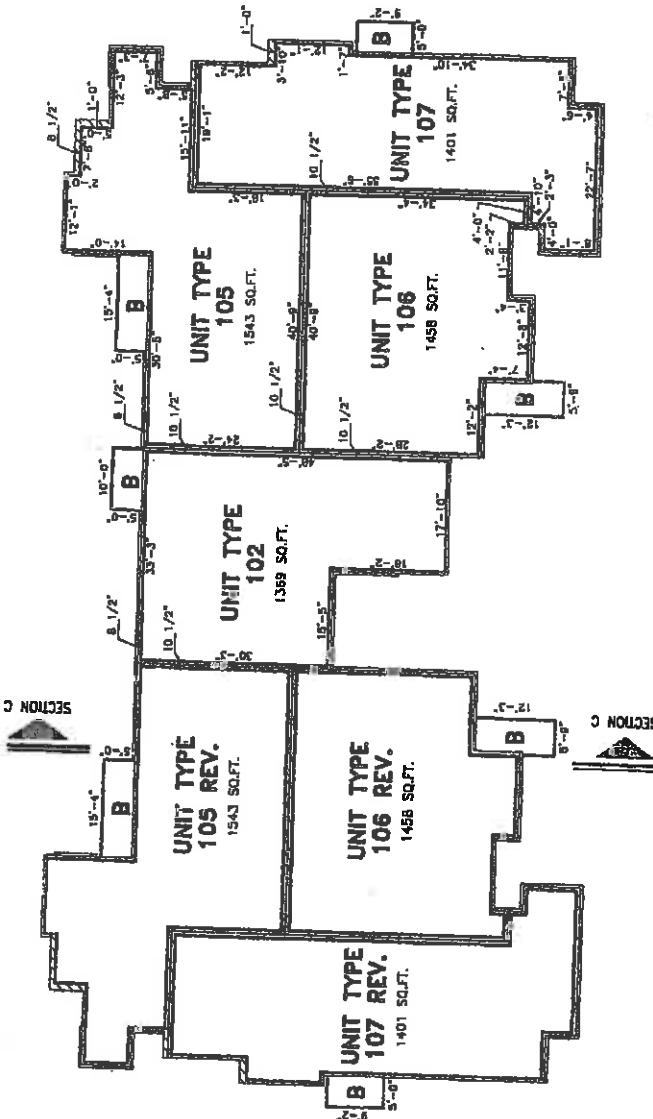


FIRST FLOOR PLAN
PROPOSED
JULY 18, 2006
"MUST BE BUILT"
SHEET 22
REV. B552-003dwgJCONDC-DOC522-100-0st.dwg, Model, 7/19/2006 3:55:37 PM, HP 4050 PRINTER, C3, 1288.246

WOODBRIDGE ESTATES
OF CANTON CONDOMINIUM

LEGEND

-  GENERAL COMMON ELEMENT
-  UNITS OF OWNERSHIP
-  BALCONY UNIT COMMON ELEMENT



LI-45013

Pa-62.0

NOTE: DOORS, WALLS AND CEILINGS ARE AT APPROPRIATE HEIGHTS UNLESS NOTED OTHERWISE.
ALL EXTERIOR FIRST FLOOR WALLS ARE APPROPRIATELY 6'7" UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS FOR UNIT TYPE 105 AND UNIT TYPE 105 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
- UNIT DIMENSIONS FOR UNIT TYPE 106 AND UNIT TYPE 106 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
- UNIT DIMENSIONS FOR UNIT TYPE 107 AND UNIT TYPE 107 REV. ARE SIMILAR BUT REVERSE OF EACH OTHER.
- ALL INTERIOR DIMENSIONS ARE MEASURED FROM FACE OF WALL TO FACE OF WALL.
- THE DIMENSIONS OF THE UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.

0 9 18 27
6.5 1/2" = 1'-0"





UNIT TYPE	UNIT NUMBER
102	137, 143, 155, 187, 178, 191, 203, 215, 228, 239, 251 253, 275, 287, 305, 311, 323, 335, 347, 359, 371, 383
105	137, 148, 161, 173, 185, 197, 208, 221, 234, 245, 257 269, 281, 293, 305, 317, 328, 341, 353, 365, 377, 389
105 REV	135, 148, 160, 172, 184, 196, 208, 220, 231, 243, 256 268, 280, 292, 304, 316, 328, 340, 352, 364, 376, 388
106	140, 152, 164, 176, 188, 200, 212, 224, 236, 248, 260 272, 284, 296, 308, 320, 332, 344, 356, 368, 380, 392
106 REV	133, 145, 157, 169, 181, 193, 205, 217, 229, 241, 253 255, 277, 289, 301, 313, 325, 337, 349, 361, 373, 385
107	139, 151, 163, 175, 187, 199, 211, 223, 235, 247, 259 271, 283, 295, 307, 319, 331, 343, 355, 367, 379, 391
107 REV	134, 146, 158, 170, 182, 194, 206, 218, 230, 242, 254 266, 278, 280, 302, 314, 326, 338, 350, 362, 374, 386

SECOND FLOOR PLAN
PROPOSED
JULY 18, 2006
"MUST BE BUILT"
SHEET 23
REV. 1652-003

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

WOODBRIIDGE ESTATES OF CANTON ASSOCIATION

ID NUMBER: 771689

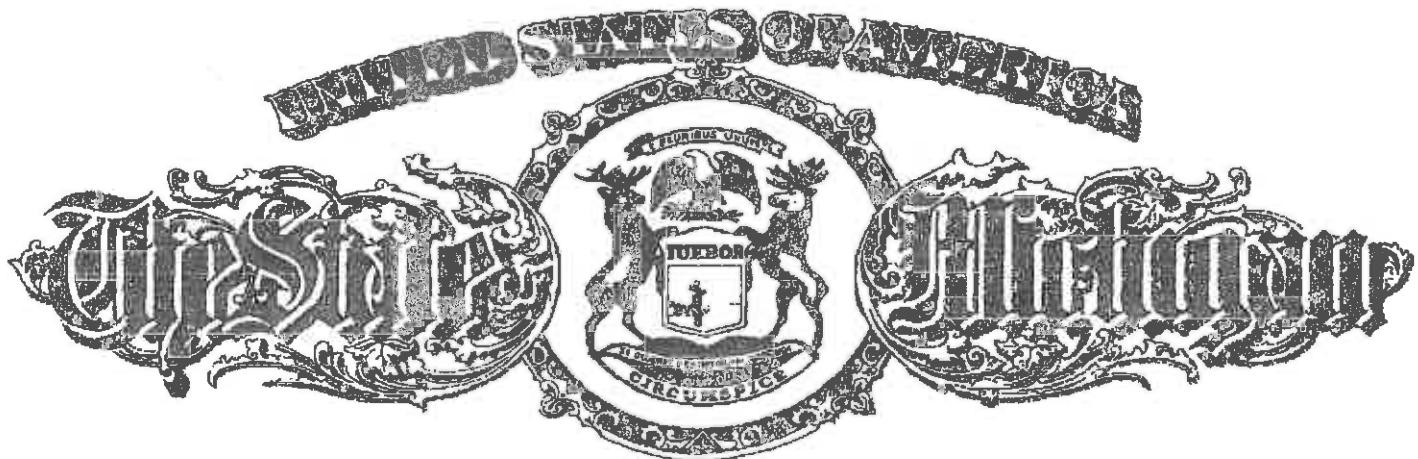
received by facsimile transmission on January 22, 2004 is hereby endorsed filed on February 9, 2004 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of February, 2004.



Andrew S. Miller
, Director

Bureau of Commercial Services



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 28th day of January, 2004

A handwritten signature in black ink, appearing to read "Andrew S. Metzger". To the right of the signature, the word "Director" is printed in a smaller, sans-serif font.

Sent by Facsimile Transmission
767916

Bureau of Commercial Services

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

WOODBRIDGE ESTATES ASSOCIATION

ID NUMBER: 771689

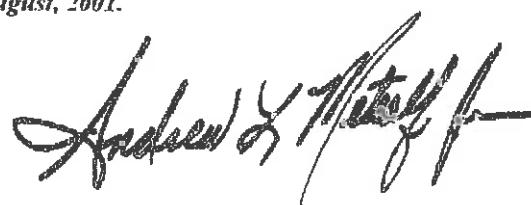
received by facsimile transmission on August 21, 2001 is hereby endorsed

Filed on August 21, 2001 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 21st day of August, 2001.



Andrew S. Metzger
, Director

Bureau of Commercial Services

**NON-PROFIT
ARTICLES OF INCORPORATION**

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

**ARTICLE I
NAME**

The name of the corporation is Woodbridge Estates Association.

**ARTICLE II
PURPOSES**

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

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

**ARTICLE III
ADDRESSES**

Address of the first registered office is 44899 Centre Ct., Suite 108, Clinton Township, MI 48038.

Post office address of the first registered office (if different than above): n/a.

**ARTICLE IV
RESIDENT AGENT**

The name of the first resident agent is Dominic D. Geric.

**ARTICLE V
BASIS OF ORGANIZATION AND ASSETS**

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

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

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

**ARTICLE VI
INCORPORATOR**

The name of the incorporator is Suzanne S. Reynolds and her place of business is 380 North Old Woodward, Suite 300, Birmingham, MI 48009.

**ARTICLE VII
EXISTENCE**

The term of corporate existence is perpetual.

**ARTICLE VIII
MEMBERSHIP AND VOTING**

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

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

**ARTICLE IX
LIMITATION OF LIABILITY OF DIRECTORS**

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

Signed this 21st day of August 2001.

When filed, return to:

Suzanne S. Reynolds
Williams, Williams, Ruby & Plunkett
380 North Old Woodward, Suite 300
Birmingham, Michigan 48009

Suzanne Reynolds
Suzanne S. Reynolds, Incorporator

8CS/CD-315 (Rev. 12/03)

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received	(FOR BUREAU USE ONLY)
---------------	-----------------------

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name
Kevin S. Macaddino, Esquire

Address
380 N Old Woodward, Suite 300

City Birmingham	State Michigan	ZIP Code 48009
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EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank, document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

WOODBRIIDGE ESTATES ASSOCIATION

2. The identification number assigned by the Bureau is:

771689

3. Article 1 of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is:

WOODBRIIDGE ESTATES OF CANTON ASSOCIATION

Article IV of the Articles of Incorporation is hereby amended to read as follows:

The address of the registered office is:

51410 Milano Drive, Suite 115, Macomb Township, Michigan 48042

The name of the resident agent at the registered office is: Dominic D. Geric

COMPLETE ONLY ONE OF THE FOLLOWING:

4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of

_____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 2nd day of

January, 2004, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- at a meeting the necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- by consents given by electronic transmission in accordance with Section 407(3) if a profit corporation.
- by the board of a profit corporation pursuant to section 611(2).

Profit Corporations and Professional Service Corporations

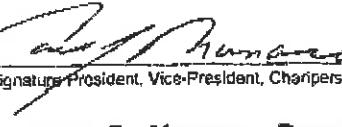
Signed this _____ day of _____

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

Nonprofit Corporations

Signed this 20th day of JANUARY, 2004

By 
(Signature President, Vice-President, Chairperson or Vice-Chairperson)

Carl J. Munaco, President

(Type or Print Name)



WOODBRIDGE ESTATES OF CANTON CONDOMINIUM ESCROW AGREEMENT

Geric Group, L.L.C., a Michigan limited liability company, of 51410 Milano Drive, Suite 115, Macomb Township, Michigan 48042 ("you", "your"), and Chirco Title Company, a Michigan corporation, of 26800 Harper Ave., St. Clair Shores, Michigan 48081 ("we", "us", "our"), enter into this contract on _____, 2004.

You are establishing a residential condominium project known as Woodbridge Estates of Canton Condominium, in the Township of Canton, Wayne County, Michigan, under applicable Michigan law. You intend to enter into preliminary reservation agreements and purchase agreements with persons who want to purchase condominium units in the project. These agreements will be substantially in the form of the attached exhibits A and B. These agreements require that all deposits made under them be held in escrow with an escrow agent for a specified period. Both parties are entering into this escrow agreement to establish an escrow account for your benefit and that of each purchaser who makes deposits under such an agreement. We are acting as an independent party pursuant to the provisions of this contract and of the Michigan Condominium Act, MCLA 559.101 *et seq.*, for your benefit and that of each purchaser and not as the agent of any party.

Therefore, intending to be legally bound, both parties agree as follows:

1. ***The deposit of funds.*** Promptly after receipt, you will transmit to us all sums deposited with you under a reservation agreement or a purchase agreement, together with a fully signed copy of the agreement and a receipt signed by the purchaser for the condominium documents furnished to the purchaser by you, if any. No agreement may be amended in any manner that, in our opinion, would increase our liability or materially change our duties as stated in the agreement without our written consent.

2. ***The approval of condominium documents.*** When a master deed for the project has been prepared, you will furnish us with a copy together with copies of the purchase agreement, preliminary reservation agreement, condominium bylaws, condominium subdivision plan, condominium association articles of incorporation and bylaws and any other condominium documents that we request. After we have had an opportunity to review these documents, we may continue the escrow, transfer all funds we holds under this contract to another qualified escrow agent selected by you, or return the funds to each purchaser, in complete satisfaction of our duties under this contract.

3. ***The release of funds.*** The sums paid to us under the terms of any reservation or purchase agreement will be held and released to you or to the purchaser only on the following conditions:

a. ***Withdrawal by the purchaser.*** The escrowed funds will be released to the purchaser under the following circumstances:

- (1) If the purchaser withdraws from the reservation or purchase

agreement before it becomes binding, we will, within three business days after receipt of notice of the withdrawal, release to the purchaser all the purchaser's deposits held under the agreement.

(2) If a purchase agreement is contingent on the purchaser obtaining a mortgage and the purchaser fails or is unable to do so, we will, on notice of withdrawal, release to the purchaser all sums held by us pursuant to the agreement.

(3) If you file a written objection to the withdrawal request of a purchaser with us, claiming an interest in the sums held pursuant to this contract, we will hold or dispose of the funds as provided in provision 5 of this contract.

b. *Default by the purchaser.* If a purchaser's default in making any payments required by a binding purchase agreement or in fulfilling any other obligations under such an agreement continues for 10 days after written notice by you to the purchaser, we will release sums held pursuant to the purchase agreement to you in accordance with the terms of the agreement. However, if the purchaser files a written objection to the notice of default with us, claiming an interest in the sums held pursuant to this contract, we will hold or dispose of the funds as provided in provision 5 of this contract.

c. *Conveyance of title.* When you convey the title to a unit to the purchaser or sign a land contract with the purchaser in fulfillment of a purchase agreement, we will release to you all sums held in escrow under the agreement once we have received a certificate signed by a licensed professional engineer or architect confirming:

(1) that those portions of the phase of the project in which the purchaser's unit is located and which under the terms of the condominium documents "must be built," are substantially complete and that recreational facilities or other similar amenities and all similar common elements or improvements intended for common use, wherever located and which under the terms of the condominium documents "must be built," are substantially complete or

(2) that, if the elements or facilities referred to in provision 3(c)(1) are not substantially complete, sufficient funds to finance substantial completion of such elements or facilities are being retained in escrow or that other adequate security has been arranged as provided.

For the purpose of provision 3(c)(1), the phase of the condominium project in which the purchaser's unit is located and other facilities will be "substantially complete" when all utility mains and leads, major structural components of buildings, building exteriors, sidewalks, driveways, landscaping, and access roads that are designated in the condominium documents as "must be built" are substantially complete as evidenced by the type of certificates described in provision 4.

d. *The release of funds escrowed for completion.* When we are furnished with a certificate from a licensed professional architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, an improvement, or a facility or an identifiable portion of an improvement for which funds

or other security have been deposited in escrow, we will release to you the amount of the funds or other security specified by the issuer of the certificate as being attributable to the substantially completed items. However, if the amounts remaining in escrow after any partial release would be insufficient in the opinion of the issuer of the certificate to finance the substantial completion of the remaining incomplete items for which funds or other security have been deposited in escrow, we will release to you only the amount in escrow in excess of the estimated cost to substantially complete the remaining items. Notwithstanding any release of escrowed funds authorized or required under this contract, we may refuse to release escrowed funds if, in our judgment, it has sufficient cause to believe that the certificate confirming substantial completion or determining the amount necessary for substantial completion is fraudulent or without a factual basis.

e. *Interest earned on escrowed funds.* We have no obligation to earn interest on the sums held pursuant to this contract. However, if interest on the sums is earned, all interest will be separately accounted for by us and will be held in escrow and released when the principal deposits are released under this contract. However, all interest earned on deposits refunded to a purchaser on withdrawal from a purchase agreement will be paid to you.

f. *Other adequate security.* If you request that all the escrowed funds held under this contract or any part of them be delivered to you before you are otherwise entitled to receive the funds, we may release all such sums to you if you place with us an irrevocable letter of credit drawn in our favor in form and substance satisfactory to us and securing full repayment of the sums or place with us other security that is permitted by law and approved by us. We may present any letter of credit deposited pursuant to this provision for payment without prior notice to or consent from you.

g. *Incomplete elements or facilities.* If we are holding in escrow funds or other security for the completion of incomplete elements or facilities under MCLA 559.203b(7), on the request of the Woodbridge Estates of Canton Condominium Association or any interested co-owner, we will administer the funds or security in the following manner:

(1) On request, we will give all notices required under MCLA 559.203b(7).

(2) If you, the Woodbridge Estates of Canton Condominium Association, and any other parties asserting a claim to or an interest in the escrow deposit enter into a written agreement for our protection that is satisfactory to us, to dispose of the funds or security in escrow under MCLA 559.203b(7), we will release the funds or security to the parties in accordance with the written agreement.

(3) In the absence of a written agreement as provided in provision 3(g)(2), we will be under no obligation to release any such escrowed funds or security, and we will initiate an interpleader action in any circuit court in Michigan naming you, the Woodbridge Estates of Canton Condominium Association, and all other claimants and interested persons as parties and deposit all funds and other security in escrow under MCLA 559.203b(7) with the clerk of the court in full release of our

responsibilities under this contract.

4. ***Proof of occurrences.*** We may require reasonable proof of the occurrence of any of the events, actions, or conditions for releasing any sums held by us pursuant to this escrow agreement either to a purchaser or to you. Whenever we are required by this contract to confirm that any part of a facility, an element, a structure, or an improvement is substantially complete in accordance with the pertinent plans and specifications, we may base the confirmation entirely on the certificate of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures, and improvements for which escrowed funds are being specifically maintained under provision 3(d) will be entirely made by a licensed professional engineer or architect, and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements, or structures will be entirely based on such determinations and estimates. We are not obligated under this contract to inspect any part of the project or to make any cost estimates or determinations. We may rely entirely on certificates, determinations, and estimates as described above in retaining and releasing all escrowed funds under this contract.

5. ***Conflicting claims.*** If we receive conflicting instructions or claims to the funds, securities, or documents held in escrow, we may take any one or more of the following actions:

a. We may release all or part of the funds to the party which we, in our sole judgment, determine is entitled to receive the funds under this contract.

b. We may hold all or part of the funds, securities, and documents affected by the conflicting instructions or claims in escrow and take no further action until otherwise directed, either by mutual written instructions from all interested parties or by the final order of a court of competent jurisdiction.

c. We may initiate an interpleader action in any circuit court in Michigan naming all interested persons as parties and depositing all or part of the funds, securities, and documents affected by the adverse claims with the clerk of the court in full release of our responsibilities under this contract.

6. ***Our Rights and liabilities.***

a. On delivering the funds deposited with us pursuant to this escrow agreement and performing the obligations and services stated in this contract, we will be released from any further liability under this contract. Our liability, if any, is limited by the provisions of this contract. This contract expressly sets forth all of our duties with respect to all matters pertinent to it. We have no implied duties or obligations in connection with this contract. We are not bound by any agreement among any other parties except this contract. By signing this contract, we are acting as a depository and are not, as such, responsible or liable for the sufficiency, correctness, genuineness, or validity of the documents submitted to us or for the marketability of the title to any unit in the project. We are not responsible for the failure of any bank that we use as an escrow depository for funds we receive under this contract.

b. We do not guarantee your performance of any purchase agreement under the condominium documents and undertake no responsibilities for your performance under those documents or for the conformity of your performance with the provisions of such documents, with the plans and specifications for the project, with local or state laws, or in any other particular. As long as we rely in good faith on the certificates, cost estimates, and determinations described in provision 4, we will have no liability to you, any purchaser, or any other party for any error in such a certificate, cost estimate, or determination.

c. Except in instances of gross negligence or willful misconduct, our liability under this contract is limited to the return, to the entitled party or parties, of the funds retained in escrow (or replaced by security) minus any reasonable expenses that we incur in administering the funds, including reasonable attorney fees and litigation expenses for defending, negotiating, or analyzing claims against us that arise out of the administration of such escrowed funds. We will be entitled to deduct these costs without notice from amounts on deposit under this contract.

d. We have no duty to give the escrowed funds any greater degree of care than we give our own similar property. We may:

- (i) rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to us without being required to determine its authenticity or correctness, or the propriety or validity of service;
- (ii) act in reliance upon any instrument or signature that we believe is genuine;
- (iii) assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with this contract has been duly authorized to do so;
- (iv) conclusively presume that any person signing this contract on behalf of an entity has full power and authority to instruct us on your behalf unless you give us written notice to the contrary.

e. We may act on the advice of counsel with respect to any matter relating to this contract. We will not be liable for any action taken or not taken by us in good faith in accordance with that advice.

f. We do not have any interest in the escrowed funds but are serving as escrow holder only and having only possession of the escrowed funds. All payments of income from the escrowed funds are subject to withholding regulations then in force with respect to United States taxes. You will provide us with appropriate Internal Revenue Service Forms W-9 for tax identification number certification, or non-resident alien certifications.

g. We will not be called upon to advise anyone about the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other

property deposited with it.

7. **Notices.** All notices required or permitted under this contract and all notices of address changes will be deemed sufficient if personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed to the recipient, at the address shown below the party's signature on the pertinent reservation or purchase agreement. For the purpose of calculating time periods under the provisions of this contract, notice will be deemed effective when mailed or personally delivered.

8. **Indemnification.** Except for claims based upon gross negligence or willful misconduct that are successfully asserted against us, you will indemnify, defend and hold us harmless from and against all losses, liabilities, claims, actions, damages and expenses ("Claims"), including reasonable retained attorneys' fees and disbursements, arising out of and in connection with this contract and the escrowed funds.

9. **Miscellaneous.**

a. *Counterparts.* This contract may be executed in several counterparts, each of which is deemed an original and all of which constitute the same contract. The signature of any party to any counterpart is deemed to be a signature to, and may be attached to, any other counterpart.

b. *Headings.* The headings of this contract are intended solely for convenience of reference and will be given no effect in the construction and interpretation of this contract.

c. *Severability.* If any provision of this contract is adjudged or declared illegal, invalid or unenforceable, then that provision will (i) be deemed null and void to the extent of such illegality, invalidity or unenforceability, and (ii) be severable from and shall not limit or impair the operation or validity of any other provisions of this contract. This contract will remain in full force and effect as though such illegal, invalid or unenforceable provision or provisions had never existed.

d. *Binding Nature.* This contract is binding upon, and inures to the benefit of, each of the parties and their respective successors and permitted assigns. This contract may not be assigned by you without our written consent. Any purported assignment in violation of this contract is void.

e. *Amendments.* This contract may not be modified, amended, altered or supplemented except by the execution and delivery of a written contract executed by all of the parties.

f. *Entire Agreement.* This contract and the exhibits attached to it contain the entire agreement and understanding among the parties with respect to its subject matter.

g. *Choice of Law.* This contract will be governed, construed and enforced in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles.

Geric Group, L.L.C.

By

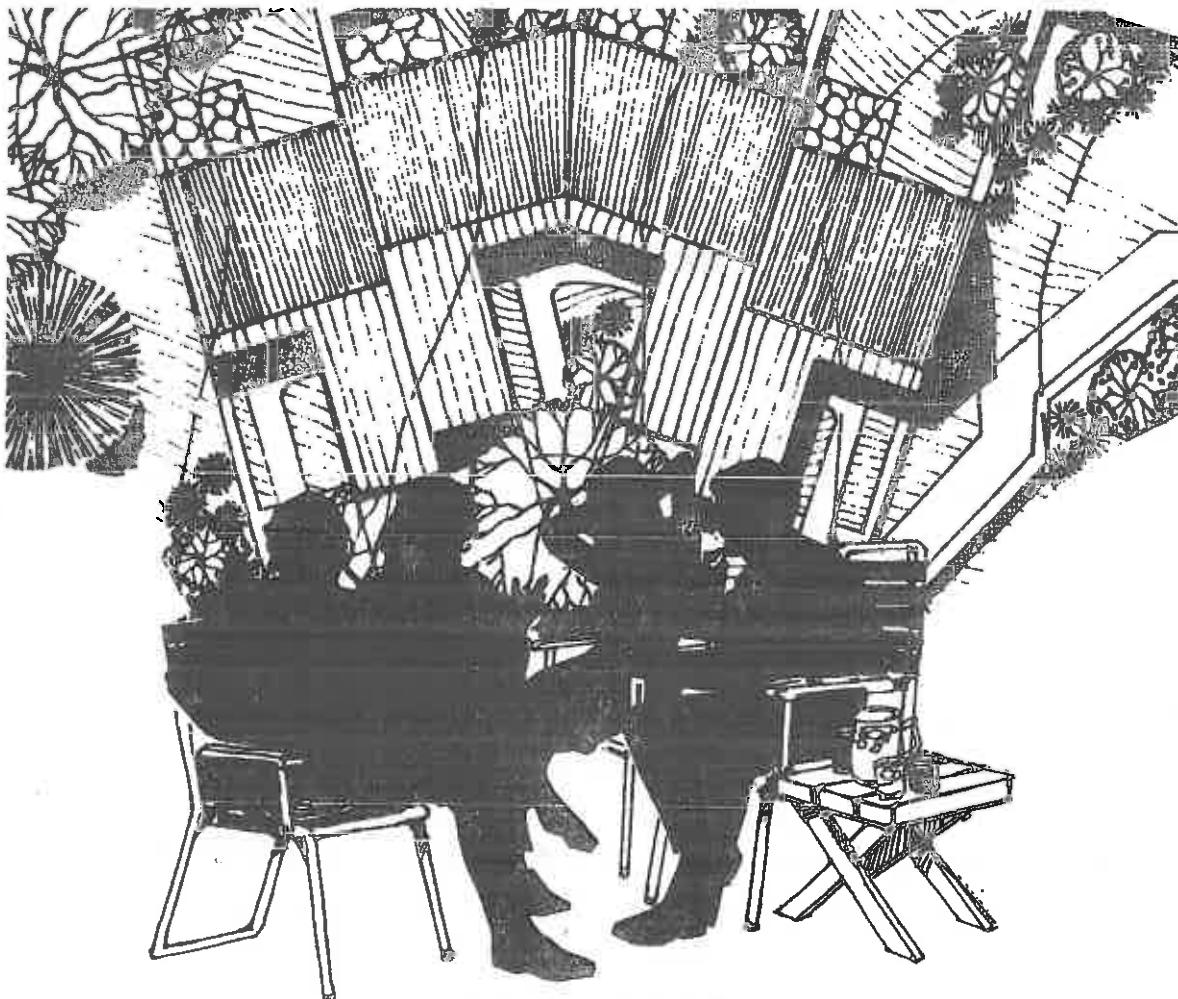
Dominic D. Geric
Its: Manager
Developer

Chirco Title Company

By

Paul T. Chirco, President
Escrow agent

The Condominium Buyers' Handbook

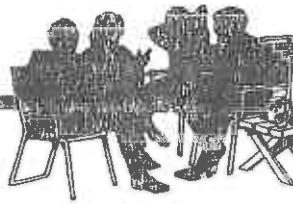


**State of Michigan
Department of Consumer & Industry Services
Office of Policy & Legislative Affairs
Boundary Commission**

www.cis.state.mi.us/opla



"Serving Michigan...Serving You"



Preface

The Condominium Buyers Handbook was created by the Michigan Department of Consumer & Industry Services as required by the Condominium Act, Public Act 59 of 1978, as amended. This edition reflects Public Act 379 of 2000 amendments that took effect January 2, 2001.

This handbook is intended as a guide for people who are considering buying a condominium. It provides a summary of portions of the Condominium Act (MCL 559.101 et seq.) and is directed primarily toward residential condominium buyers, although the Act also provides for business, camp-ground and marina condominium developments.

Although the Department of Consumer & Industry Services is identified as the administrator in the Act, the Legislature repealed the Department's regulatory responsibilities many years ago. The Act does not give the Department authority to enforce any provisions in the Act. The last section of the handbook describes the remedies the Act does provide. In addition, the Department will forward a copy of a complaint received regarding a developer of a condominium project to the developer along with a notice of available remedies in the Act. Contact:

**Michigan Department of Consumer & Industry Services
Office of Policy & Legislative Affairs**
P.O. Box 30004
Lansing, MI 48909
(517) 241-4580
www.cis.state.mi.us/opla



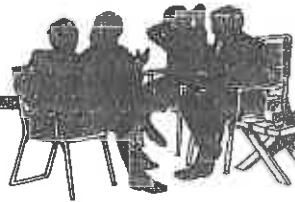
Condominium Ownership

Unit owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium project with the other co-owners. The development is privately owned and maintained by the co-owners, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public. The master deed will designate the percentage of ownership of each condominium unit in the development. This percentage of value will determine your obligation for payment of monthly fees, assessments, and may determine your voting percentage at association meetings.

The bylaws should be read carefully as they contain provisions outlining your rights as an owner. Modifications or repairs to your unit may require approval of the co-owners association. There may be restrictions on pets, renting, use of recreational facilities, and other prohibitions in the bylaws that you should be aware of before signing a purchase agreement.

Association of Co-owners (Condominium Board):

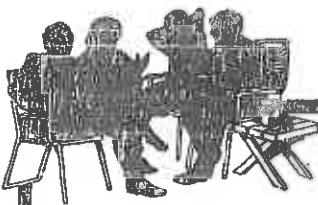
Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures are included in the condominium



bylaws. The association of co-owners is elected by the co-owners and is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association has authority to determine the monthly maintenance fee and the amount of any special assessments. The association of co-owners may hire a management company to provide services for the development. Each co-owner must pay a monthly fee for these services and any special assessments.

Rules governing the association are written in the bylaws of the condominium development. After the association of co-owners is created, it may adopt bylaws for the operation of the association. Meetings of the co-owners association are meetings of a private entity, and not subject to the Open Meetings Act, which requires government agencies to allow public attendance at meetings. Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10 % of the annual budget on a non-cumulative basis.

You should receive a disclosure statement itemizing the association's budget at the time you are given the master deed. The monthly assessment is considered a lien on the condominium unit and you cannot be exempt from assessments and monthly fees by nonuse of any common elements or by abandonment of the condominium unit. Co-owners must notify the association if they rent or mortgage their unit.



If you have complaints with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally only professional arbitrators or the courts have jurisdiction over complaints between these parties.

Site Condominiums

The term "site condominium" is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure. Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Act.

There is another type of residential subdivision development in Michigan that is regulated in accordance with the Land Division Act. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with the Land Division Act.

Limited or General Common Elements

Limited common elements are property with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a unit that is a single family detached home may be a limited common element for use by the owner of that unit. General common elements may be roads, open space areas and recreation facilities. They



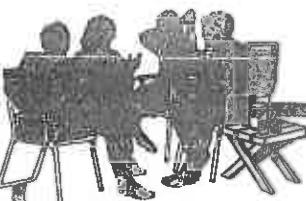
are available for use by everyone in the development. The master deed specifies which parts of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

Condominium Documents

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement. Once the condominium association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operation expenses.

Preliminary Reservation Agreements

A preliminary reservation agreement gives you the opportunity to purchase a particular condominium unit for a specified period of time upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you subsequently enter into a purchase agreement, the developer must treat the payment made as if it was made under a purchase agreement.

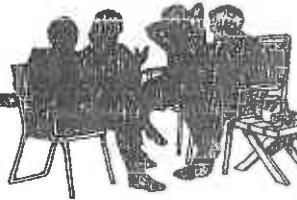


Purchase Agreements

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day on which the documents listed below are received, if that day is a business day. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents. Some issues to consider before buying include the following:

- The bylaws may contain a variety of restrictions. The bylaws may require you to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce any legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction begins or is completed. Determine whether the agreements will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.

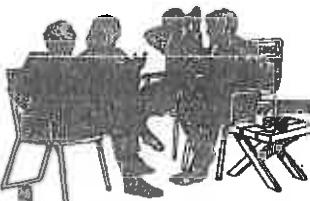


- You may want to determine if the developer is contractually obligated to finish the development. The local government may have required the developer to provide letters of credit to complete elements of the project.
- Do not rely on verbal promises, insist that everything be in writing and signed by the person who made the promise.
- When buying a condominium in a structure that has been converted from an existing building, you will also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components and their expected useful life. Ask to see copies of the building maintenance records, and find out what improvements the developer has made.

Documents the Developer Must Provide

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and escrow agreement
3. The condominium buyer's handbook.
4. A disclosure statement that must include information about:
 - the developer's previous experience with condominium projects,
 - any warranties undertaken by the developer, and
 - the extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.



Advisory Committee

The advisory committee is established when one of the following occurs, whichever happens first:

- 120 days after 1/3 of the units are sold to nondeveloper co-owners.
- One year after a unit is sold to a nondeveloper co-owner.

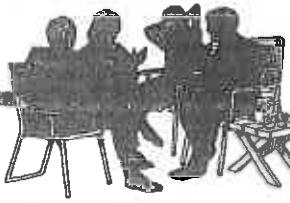
The purpose of the advisory committee is to meet with the project board of directors to facilitate communication and aid in the transition of control to the association of co-owners. The advisory committee ceases when a majority of the board of directors of the association of co-owners is elected by the nondeveloper co-owners.

Election of Board of Directors for Association of Co-owners

No later than 120 days after 25% of nondeveloper co-owners have title to the units that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the nondeveloper co-owners.

No later than 120 days after 50% of nondeveloper co-owners have title to the units that may be created, at least 33.3% of the board of directors shall be elected by nondeveloper co-owners.

No later than 120 days after 75% of nondeveloper co-owners have title to units that may be created, and before 90% are conveyed to nondeveloper co-owners, the nondeveloper co-owners shall elect all directors on the board, except if

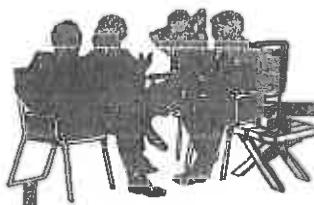


the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created, the developer shall have the right to designate one director.

If titles to 75% - 100% of the units that may be created have not been conveyed, 54 months after the first conveyance, the nondeveloper co-owners shall elect the number of board members equal to the percentage of units they hold. The developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer, if the developer has paid all assessments for those units.

Documents the Association Must Provide

The association of co-owners must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. All books and records must be audited or reviewed by independent accountant annually, but the audit does not have to be certified. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

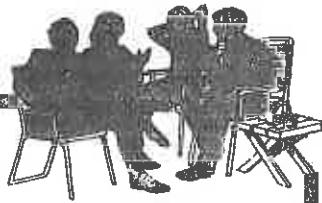


Amendments to Condominium Documents

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner. Provisions relating to the ability or terms under which a co-owner may rent a unit may not be modified without the consent of the co-owner. A co-owner's unit dimensions or the limited common elements to the co-owner's unit may not be modified without the co-owner's consent.



Remedies Available Pursuant to the Act

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

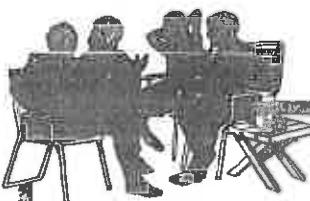
A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, administrative rules issued under the authority of the Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

The bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A developer and a co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim

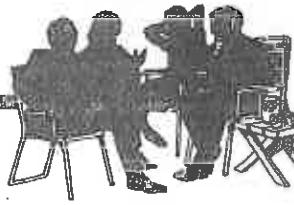


against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than \$2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with sections 5001 to 5065 of Act No. 236 of 1961, MCL 600.5001 to 5065, which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

A condominium developer may be required to be a licensed residential builder under the Occupational Code. If a person has violated the Occupational Code or administrative rules, a complaint must be made within 18 months after completion, occupancy or purchase of a residential structure. Conduct subject to penalty is described in Article 24 of the Occupational Code. Complaints concerning construction may be filed with:

Michigan Department of Consumer & Industry Services

**Bureau of Commercial Services
Enforcement Division
P. O. Box 30018
Lansing, MI 48909
Phone: (517) 241-9202
www.cis.state.mi.us/bcs**



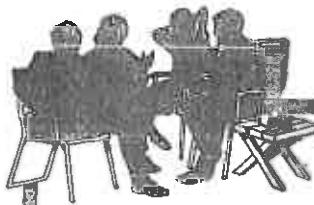
The Michigan Consumer Protection Act prohibits certain methods, acts, and practices, provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General
Consumer Protection Division
P. O. Box 30213
Lansing, MI 48909
Phone: (517) 373-1140
www.ag.state.mi.us

The Act provides the right to notify the agency in a governmental unit responsible for administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully aids in the advertisement of a statement or representation that misrepresents the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine or imprisonment or both. An action under this section shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever



occurs later. The transitional control date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

Legal References

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.

Condominium Rules, R559.101 et seq, 1985 Michigan Administrative Code

Occupational Code, P.A. 299 of 1980, MCL 339.101 et seq.

Consumer Protection Act, P.A. 331 of 1976, MCL 445.901 et seq.

Stille-Derossett-Halle Single State Construction Code Act, P.A. 230 of 1972, MCL 125.1501 et seq.

Approval: CIS Director

The Department of Consumer and Industry Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.