Master Deed-CC&Rs Woodgate Condominium Association



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

LAW BUILDING, CANSING, MICHIGAN 48913 RICHARD K. HELMBHECHT, Director

ORDER

CONDITIONAL PERMIT TO SELL

In re: Application of Woodgate Properties, 3300 Penobscot Eldg. Detroit, Michigan, Developer, for a Conditional Permit to Sell order for WOODGATE CONDOMINIUM, Ann Arbor Trail, Plymouth Township, Michigan.

- 1. Application having been duly made and examined, and
- A Certificate of Approval of Master Deed having been entered on October 4, 1973, and recorded on October 5, 1973, in Liber #18621, pages 60 thru 95 in the records of the Wayne County Register of Deeds.
- 3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - (a) That each purchaser of an apartment be given, before or at the time or purchase, a copy of the Master Deed reduced to 8 - 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
 - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, prior
 - (c) That no unit be conveyed until it is actually ready for occupancy.
 - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
 - (e) That at such time as construction is completed, "as built" plans be submitted.

4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension. CONT. File

MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

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Corporation & Securities Bureau

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DEPARTMENT OF COMMERCE

LAW BUILDING, LANSING, MICHIGAN 48913 RICHARD K, HELMBRECHT, Director

ORDER

CERTIFICATE OF APPROVAL OF MASTER DEED

In re: Application of Woodgate Properties, 3300 Penobscot Bldg.
Detroit, Mich., Developer, for a Certificate of Approval of
Master Deed for WOODGATE CONDOMINIUM, Ann Arbor Trail,
Plymouth Township, Michigan.

- 1. Application having been duly made and examined,
- A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
 - b. That this order be recorded with the County Registry of Deeds at the same time as the Master Deed itself is so recorded.
 - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - When construction has been completed the developer shall amend the master deed by filing "as built" plans.
- This Certificate of Approval of the Master Deed becomes "Leffective immediately.

MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

Hugh H. Makens, Director

Corporation & Securities Bureau

Dated: Oct. 4, 1973 Lansing, Michigan

996, 10

Recorded in Liber 18621, Pa 60 through 95, Wayne County WOODGATE CONDOMINIUM Records on October 5, 1973 (Act 229, Public Acts of 1963, as amended)

In the Township of Plymouth, County of Wayne, and State of Michigan, on this 2nd day of October , 1973, Woodgate Properties, a co-partnership, organized and existing under the laws of the State of Michigan, hereinafter referred to as "Developer", represented in this Master Deed by a general partner, who is empowered and qualified to execute this Master Deed on behalf of said partnership does hereby state:

FIRST: Developer is the owner of the land described below together with the buildings and improvements thereon, all as described in Plans attached hereto as Exhibit B containing pages 1 through 15 inclusive, the project being known as Woodgate Condominium, a Condominium, Wayne County Condominium Subdivision Plan Number 101. The architectural plans for the project were approved by the Township of Plymouth, Wayne County, State of Michigan. The project is established as a condominium in accordance with Act 229 of the Public Acts of Michigan of 1963, as amended, hereinafter referred to as "The Act". The By-Laws attached hereto as Exhibit A and the Plans attached as Exhibit B are hereby incorporated in, and made a part of this Master

SECOND: The land referred to in Paragraph FIRST is situated in the Township of Plymouth, County of Wayne, State of Michigan, and described as follows:

> The land embraced in the annexed plan of Woodgate Condominium, a condominium being all that part of the Southwest 1/4 of Section 27, T. 1S., R. 8E., Plymouth Township, Wayne County, Michigan, described as: Beginning on the East and West 1/4 line of Section 27 at a point distant N. 88"38'18" E. 813.12 feet along said East and West 1/4 Section line from the West 1/4 corner of said Section 27; thence continuing along the East and West 1/4 line of said Section 27, N. 88°38'18" E. 478.23 feet; thence S. 3°07'44" E. 343.71 feet; thence Southwesterly along the Northerly line of Ann Arbor Trail, 120 feet wide on a curve to the left, having a radius of 1,561.48 feet; an arc distance of 273.24 feet, central angle of 10°01'34" and chord bearing and distance of S. 69°33'46" W. 272.89 feet; thence continuing Southwesterly along said Northerly street line, being tangent to the last described curve, S. 64°32'59" W. 187.16 feet; thence N. 25°27'01" W. 106.24 feet to the point of curve; thence Northwesterly on a curve to the right having a radius of 100.00 feet, an arc of 42.04 feet, central angle of $24^{\circ}05'19"$ and Chord bearing and distance of N. $13^{\circ}24'21"$ W. 41.73feet; thence along a line being tangent to the last described curve, N. 1°21'42" W. 202.30 feet; thence S. 88°38'18" W. 8.00 feet; thence N. 1°21'42" W. 169.02 feet to the point of beginning, containing 4.64775 acres of land and subject to an easement 40 feet wide for sanitary and storm drainage over the Northerly 40 feet thereof and also subject to other easements of record, if any.

THIRD: The project consists of six buildings, containing a total of twenty one (21) apartments as defined in the Act, hereinafter called townhouses or units. Each townhouse consists of a basement, a ground floor and certain units also have a second floor, and each is capable of individual utilization on account of having its own exit to a common element of the project. Each co-owner of a townhouse in the project will have a particular and exclusive property right to his townhouse and an undivided and inseparable interest in the common elements of the project as hereinafter set forth in this Master Deed.

FOURTH: The buildings and townhouses contained therein, including the number, boundaries, dimensions, area and volume of each townhouse are described more particularly in Paragraph SIXTH hereof and in Exhibit "B" attached hereto. The townhouses in the project are numbered in series from 1 through 21.

FIFTH: The common elements of the project, described in Exhibit "B" attached hereto, are as follows:

- A. The general common elements are:
- (1) The land described in Paragraph SECOND hereof, including driveways and sidewalks and parking spaces not designated as limited common elements;
- (2) The electrical, television, and telephone wiring network throughout the project, including that contained within unit walls;
- (3) Heating and cooling ductwork and other conduits passing through the walls, floors or ceilings of each townhouse;
- (4) Public connections for gas, electricity, light, telephone, sewer and water;
- (5) The foundations, main walls (including windows and doors therein), roofs, ceilings and floors of the project;
- (6) The sewer and water network throughout the project including that contained within unit walls up to the point of connection with plumbing fixtures within a unit;
- (7) The garage structures (including windows and doors therein):
- (8) Such other elements of the project not herein designated as limited common elements and not within the boundaries of a townhouse which are intended for common use or are necessary or desirable to the existence, upkeep or safety of the project.
- B. The limited common elements are restricted in use to the co-owner(s) of the townhouse they serve and to which they are assigned herein; limited common elements are:
 - (1) The interior of garages, assigned by unit number and shown on Exhibit "B" hereto;
 - (2) The deck(s) at the rear of and serving each townhouse as shown on Exhibit "B" hereto is limited in use to the townhouse which it serves.

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- (3) The interior surfaces of main walls (including interior surfaces of windows and doors therein) ceilings and floors within a townhouse;
- (4) The heating and/or cooling unit and the hot water heater in the basement of each unit;
- (5) Front porches providing access to a unit or units as shown on Exhibit "B" hereto are limited in use to the unit or units which they serve.

The costs of and responsibility for maintenance and repair of decorations of the surfaces described in B(3) and interior installations within a garage (including automatic garage door openers) shall be borne by the co-owner of the townhouse to which such limited common element apportains.

The costs of maintenance and repair of all other common elements, including the costs of opening and repair of any wall, floor or ceiling damaged or opened in connection with the maintenance and repair of the common elements, shall be an expense of administration to be borne by all of the co-owners.

No co-owner shall use his townhouse 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 townhouse or the common elements.

Public utilities furnishing services such as water, power, electricity, gas and communications to the project shall have such access to the common elements and the townhouse as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the project to reconstruct, repair or maintain such services shall be an expense of administration to be assessed in accordance with the By-Laws attached hereto as Exhibit "A".

SIXTH:

- A. The townhouses in the condominium are described in this Paragraph with reference to the Condominium Subdivision Plan of Woodgate Condominium as prepared by Mason L. Brown and Sons, Inc., and Progressive Associates, Inc., and attached hereto as Exhibit "B". Each townhouse shall include (1) as to upper floors, all that space contained within the interior finished, unpainted surfaces of the mair walls and ceiling and from the finished subfloor as shown on Exhibit "B", and (2) with respect to unit basements, from interior unpainted surface of the basement floor and walls to the uncovered underside of the first floor joists as shown on Exhibit B, all of the above as show and described in the floor plans and sections in Exhibit B and delines by heavy outlines therein and in Architecture Plans and Specifications for the project on file with the Michigan Department of Commerce.
- B. The percentage of value assigned to each townhouse shall be determinative of the proportionate share of each respective coowner in the proceeds and expenses of administration and the value
 of such co-owner's vote at meetings of the Association of Co-Owners.
 The total value of the project and the percentages assigned to each
 townhouse is one hundred (100%) percent.

C. The percentage of value assigned to each townhouse shall be as follows:

Unit #	Percentage	Unit #	Percentage
. 1	5.43	12	3.84
2	4.84	13	4.72
3	4.84	14	4.72
4	3.86	15	5.26
5	3.86	16	5.24
6	4.72	17	4.72
7	5.42	18	4.83
8	4.90	19	4.83
9	4.90	20	4.72
10	5.27	21	5.24
11	3.84	TOTAL	100.00

SEVENTH: So long as the Developer owns one or more townhouse in the project, the Developer shall be subject to the provisions of the Master Deed and Exhibits "A" and "B" attached hereto.

EIGHTH: The percentage of value allocated to each townhouse in Paragraph SIXTH hereof shall not be changed except with the unanimous consent of all of the co-owners and mortgagess expressed in an amendment to this Master Deed duly approved and recorded; provided, however, that the Developer may, by an appropriate amendment to this Master Deed executed solely by it and without the necessity of consent of any other person, but with the approval of the Michigan Department of Commerce, modify the percentages of value in accordance with and for the purposes set forth in Paragraph TWELFTH.

NINTH: In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A".

TENTH: In the event any portion of a townhouse or common element encroaches upon another townhouse or common element due to shifting, settling or moving of the building, survey errors or construction modifications or errors, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists. There shall be reciprocal easements of support between units and in any unit wall which supports a common element.

There shall be a permanent easement for the maintenance and repair of common elements, which easement shall be administered by the Association.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and interior walls or floors contained therein as may be reasonable

C. The percentage of value assigned to each townhouse shall be as follows:

Unit #	Percentage	Unit #	Percentage
1	5.43	12	3.84
2	4.84	13	4.72
3	4.84	14	4.72
4	3.86	15	5.26
5	3.86	16	5.24
6	4.72	17	4.72
7	5.42	18	4.83
8	4.90	19	4.83
9	4.90	20	4.72
10	5.27	21	5.24
11	3.84	TOTAL	100.00

SEVENTH: So long as the Developer owns one or more townhouse in the project, the Developer shall be subject to the provisions of the Master Deed and Exhibits " λ " and "B" attached hereto.

EIGHTH: The percentage of value allocated to each townhouse in Paragraph SIXTH hereof shall not be changed except with the unanimous consent of all of the co-owners and mortgages expressed in an amendment to this Master Deed duly approved and recorded; provided, however, that the Developer may, by an appropriate amendment to this Master Deed executed solely by it and without the necessity of consent of any other person, but with the approval of the Michigan Department of Commerce, modify the percentages of value in accordance with and for the purposes set forth in Paragraph TWELFTH.

NINTH: In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit " λ ".

TENTH: In the event any portion of a townhouse or common element encroaches upon another townhouse or common element due to shifting, settling or moving of the building, survey errors or construction modifications or errors, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists. There shall be reciprocal easements of support between units and in any unit wall which supports a common element.

There shall be a permanent easement for the maintenance and repair of common elements, which easement shall be administered by the Association.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and interior walls or floors contained therein as may be reasonable

for the installation, maintenance and repair of all common elements and public utilities' conduits as described in paragraph FIFTH or as may hereafter become necessary to the condominium.

ELEVENTH: The condominium project shall not be vacated or revoked or any of the provisions herein amended (except as provided in Paragraph TWELFTH) unless all of the co-owners and the mortgages of all of the mortgages covering the townhouses unanimously agree to such termination, revocation or amendment by duly approved and recorded instruments; PROVIDED, however, that prior to the first annual meeting of the members of Woodgate Condominium Association the developer may, with the approval of the Michigan Department of Commerce, (but without the consent of any co-owner or any other personamend this Master Deed, the By-Laws attached hereto as Exhibit "A" and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents.

TWELFTH: Developer owns or may acquire additional land which is contiguous to the property upon which this condominium project is established and Developer may construct additional townhouses on such land and may, but need not, increase the size of the condominium proj by the inclusion of such additional land and units to a maximum of li units for the entire project. Therefore, any other provisions of thi Master Deed to the contrary notwithstanding, the Developer reserves the right to amend this Master Deed, for a period of three (3) years from the date of recording of this Master Deed, without the consent of any other co-owner or any institutional mortgagee, but subject to the approval of the Michigan Department of Commerce to provide for the inclusion of additional land, units, and community facilities, to proportionately adjust the percentages of value as established in Paragraph SIXTH to preserve a project value of 100, and to assign or re-assign limited common elements. Percentages of value have been assigned to units in proportion to the number of square feet in each unit; if and when additional units are added to the project, adjusted percentages of value shall be assigned to each unit, the value of eac to be computed from fractions, the denominator of which shall be the . total square footage in all the units then in the project, and the numerator of which shall be the square footage in each individual unit. Square footages used shall be as computed and reflected in the condominium subdivision plan prepared by Mason L. Brown and Sons, Inc and Progressive Associates Inc. Percentages of value may be rounded o to preserve a constant project value of 100%. The percentages of val as adjusted shall not exceed the largest percentage set forth in paragraph SIXTH hereof nor be less than .5%. All of the co-owners and mortgagees of townhouses and other persons interested or to becom 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 and to any proportionate reallocation of percenta of value of an existing townhouse which Developer or its successors, in their sole discretion may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Michigan Department of Commerce. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, however, that a consolidating Master Deed with appropriate Exhibits the shall be recorded when the condominium project is finally concluded as determined by Developer in order to reflect and incorporate into one set of instruments all successive stages of development of the project. The Consolidating Master Deed shall supercede all previously recorded Master Deeds or amendments thereof, but shall relate back to the original recording of this Master Deed.

All such 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. Nothing herein contained, however, shall in any way obligate Developer to enlarge the condominium project established by this Master Deed to add any particular land area to that described in Paragraph SECOND. The land which will constitute the maximum land area to be included within the Woodgate Condominium project is described as follows:

That part of the Southwest 1/4 of Section 27, T. 1S., R. 8E., Plymouth Township, Wayne County, Michigan described as: Beginning at the West 1/4 corner of said Section 27; thence along the East and West 1/4 line of said Section 27, N. 88°38'18" E. 1,291.35 feet; thence S. 3°07'44" E. 343.71 feet; thence Southwesterly along the Northerly line of Ann Arbor Trail, 120 feet wide, on a curve to the left, having a radius of 1,561.48 feet, an arc distance of 273.24 feet, central angle of 10°01'34" and chord bearing and distance of S. 69°33'46" W. 272.89 feet; thence continuing along the Northerly line of said Ann Arbor Trail, which line is tangent to the last described curve, S. 64°32'59" W. 1,134.12 feet; thence along the West line of said Section 27 N. 1°55'08" W. 895.66 feet to the point of beginning, containing 18.10725 acres of land and subject to an easement 40 feet wide for sanitary and storm drainage over the Northerly 40 feet of the Easterly 1000 feet thereof and also subject to other easements of record, if any.

THIRTEENTH: Developer reserves for itself, its successors and assigns perpetual easements for the unrestricted use of all service roads and ways in the condominium project, as designated on Exhibit "B" hereto, for the purpose of ingress and egress to and from the land described in Paragraph TWELFTH or any portion thereof; and further reserves to itself, its successors and assigns and all future owners of such land, perpetual easements to utilize, tap and tie into all utility main lines located on the land described in Paragraph SECOND.

FOURTEENTH: 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 corporate By-Laws and Rules and Regulations of the Woodgate 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 Woodgate Condominium, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- A. The "Act" means the Michigan Horizontal Real Property Act, being Act 229 of the Public Acts of 1963, as amended.
- B. "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

- C. "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 2(k) (7) of the Act to be recorded as part of the Master Deed.
- D. "Association By-Laws" means the corporate By-Laws of Woodgate Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- E. "Consolidating Master Deed" means the final amended Master Deed which shall describe Woodgate Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Paragraph TWELFTH hereof, and all townhouses and common elements therein, and which shall express percentages of value pertinent to each townhouse as finally re-adjusted. Such Consolidating Master Deed, when approved by the Michigan Department of Commerce and recorded in the Office of the Wayne County Register of Deeds, shall supercede all previously recorded Master Deeds for Woodgate Condominium.
- F. "Townhouse" or "unit" each mean the enclosed space constituting a single complete residential unit in Woodgate Condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "apartment" as defined in the Act.
- G. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and the Rules and Regulations, if any, of the Association.
- H. "Condominium Project", "Condominium" or "Project" means Woodgate Condominium as an approved Condominium Project established in conformity with the provisions of the Act.
- I. "Condominium Subdivision Plan" means Exhibit "B" hereto.
- J. "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".
- K. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, right and appurtenances belonging to Woodgate Condominium as described above, as the same may be modified in accordance with Paragraph TWELFTH.
- L. "Common Elements" where used without modification, shall mean both the general and limited common elements described in Paragraph FIFTH hereof.
- M. "Developer" shall mean Woodgate Properties, a Michigan limited partnership, which has made and executed this Master Deed and its successors and assigns.

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

WITNESS:

/s/ Kathleen Mette Kathleen Mette

/s/ Diana S. Napaer Diana S. Napaer WOODGATE PROPERTIES, a Michigan co-partnership BY: Capitol Contractors, I a Michigan Corporation, a General Partner

BY: /s/ Edward F. Lambrecht Edward F. Lambrecht, Jr. President

STATE OF MICHIGAN)

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COUNTY OF WAYNE

On this 2nd day of October , 1973 before me a notary public in and for said County, appeared Edward F. Lambrecht, J; to me personally known who being by me sworn, did say for himself that he is the President of Capitol Contractors, Inc., a Michigan corporation, a general partner of Woodgate Properties, the partner named in and which executed the within instrument and that said instrument was signed on behalf of said partnership by authority of its partnership agreement and he acknowledged said instrument to be its free act and deed.

/s/ Kathleen M. Knowicki
Kathleen M. Knowick otary Public
Wayne County, Michigan
My Commission Expires:

Master Deed drafted by and when recorded return to:

Essel W. Bailey, Jr.
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG
2700 City National Bank Building
Detroit, Michigan 48226
(313) 963-6040

HUGH H MAKENS, DIRECTOR



(\$17) 373-0465 Corporation Division (\$17) 373-0496 Condominum Sectio (\$17) 373-0026

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

CONDITIONAL PERMIT TO SELL

In re:

Application of Woodgate Properties, 3300 City National Bank Bldg., Detroit, Michigan, Developer, for a Conditional Permit to Sell for WOODGATE CONDOMINIUM, First Amendment, Ann Arbor Trail, Plymouth Township, Michigan. (our file #72-189-A)

- 1. Application having been duly made and examined, and
- A Certificate of Approval of Amended Master Deed having been entered on May 17, 1974 and recorded on June 6, 1975 in Liber 19117, page 855, and the Master Deed having been recorded on June 6, 1975, in Liber 19117, pages 857 through 872 in the records of the Wayne County Register of Deeds.
- 3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
 - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
 - (c) That no unit be conveyed until an occupancy permit has been received.
 - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
- 4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHICAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

Hugh H. Makens, Director

Corporation & Securities Bureau

Dated: June 26, 1975 Lahsing, Michigan

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HUGH H. MAKEHS, DIRECTOR

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WILLIAM G. MILLIKEN, Governor

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When Recorded Return to: DEPARTMENT OF COMMERCE

Essel W. Bailey RICHARD K. HELMBRECHT, Director Dykema, Gossett, Spencer, Goodnow & Trigg 2700 City National Bank Building Detroit, Michigan 48226

RECORDED JUN 10 1975 AT.

FOREST E. YOUNGBLOOD, Register of Deeds WAYNE COUNTY, MICHIGAN 48226

ORDER

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re: Application of Woodgate Properties, 3300 City National Bank Bldg, Detroit, Michigan, Developer, for a Certificate of Approval of Amended Master Deed for WOODGATE CONDOMINIUM, FIRST AMENDMENT, Ann Arbor Trail, Plymouth Township, Michigan. (our file #72-189-A) Wayne County Condominium Subdivision Plan No. 101

Application having been duly made and examined.

- 2. A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
 - That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded.
 - That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
- This Certificate of Approval of the Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

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Hugh H. Makens, Director Corporation & Securities Bureau

Dated: May 17, 1974 Lansing, Michigan

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FIRST AMENDMENT TO MASTER DEED OF WOODGATE CONDOMINUM

Woodgate Properties, a Michigan co-partnership, being the Developer of Woodgate Condominium, a condominium project establsied pursuant to the Master Deed thereof, recorded on October 5, 1973 in Liber 18621. Pages 60 through 95. Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 101, hereby amends the Master Deed of Woodgate Condominium pursuant to the authority reserved in Article TWELFTH of said Master Deed for the purposes of enlarging the condominium project from 21 units to 35 units by the addition of land as described in Section 1 below and reallocating percentages of value set forth in Article SIXTH of said Master Deed. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

All that part of the Southwest 1/4 of Section 27, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, described as: Beginning at a point distant N. 88° 38' 18" E. 813.12 ft. along the East and West 1/4 line of Section 27, and S. 1° 21' 42" E. 169.02 ft. and N. 88° 38' 18" E. 8.00 ft. and S. 1° 21' 42" E. 37.98 ft. from the W. 1/4 corner of said Section 27; thence S. 1° 21' 42" E. 164.32 ft. to a point of curve; thence on a curve to the left, having a radius of 100 ft., an arc distance of 42.04 ft., central angle of 24° 05' 19", bearing and chord distance of S. 13° 24' 21" E. 41.73 ft.; thence along a line tangent to the last described curve, S. 25° 27' 01" E. 106.24 ft.; thence along the Northerly line of Ann Arbor Trail, 120 ft. wide, S. 64° 32' 59" W. 284.87 ft.; thence N. 1° 21' 42" W. 414.50 ft.; thence N. 88° 38' 18" E. 162.92 ft.; thence N. 1° 21' 42" W. 3.89 ft.; thence N. 88° 38' 18" E. 45.08 ft. to the point of beginning, containing 1.84557 acres of land and subject to easements of record, if any.

2. First Amended Article SIXTH C of Woodgate Condominium as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Wayne County Register of Deeds of this Amendment and said Order, replace and supersede Article SIXTH C of the Master Deed as originally recorded, and the originally recorded Article SIXTH C shall be of no further force or effect.

FIRST AMENDED ARTICLE SIXTH C OF THE MASTER DEED OF WOODGATE CONDOMINIUM

ARTICLE SIXTH C

- C. Set forth below are:
 - (a) Each apartment number as it appears on the Condominium Subdivision Plan.
 - (b) The percentage of value assigned to each apartment.

Apartment Number	Percentage of Value Assigned
1	3.34
2	2.98
3	2.98
4	2.37
5	2.37
6	2.89
7	3.34
8	3.01
9	3.01
10	3.23
11	2.36
12	2.36
13	2.90
14	2.90
15	3.23

16		3.23
17		2.89
18		2.97
19		2.97
20		2.90
21		3.23
22		3.22
23		2.89
24		2.36
25	•	2.36
26		2.36
27		2.36
28		3.23
29		3.23
30		
31		3.01
		3.01
32		2.36
33		2.36
34		2.90
35		2.89

- 3. First Amended Sheets 1, 2, 3 and 4 of the Condominium Subdivision Plan of Woodgate Condominium as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Wayne County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheets 1, 2, 3 and 4 of the Condominium Subdivision Plan of Woodgate Condominium and the originally recorded Sheets 1, 2, 3 and 4 shall be of no further force or effect. The legal description of the condominium premises contained on said First Amended Sheet 1 of the Condominium Subdivision Plan shall replace and supersede the description of said premises contained in Article SECOND of the originally recorded Master Deed.
- 4. Sheets 16, 17, 18, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of Woodgate Condominium as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Wayne County Register of Deeds of this Amendment and said order, supplement and be incorporated in the Condominium Subdivision Plan of Woodgate Condominium, as originally recorded.

In all other respects, other than as hereinabove indicated, the original Master Deed of Woodgate Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B," recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

WOODGATE PROPERTIES, a Michigan co-partnership

By: Capitol Contractors, Inc., a Michigan corporation, a General Partner

By: /s/ Edward F. Lambrecht, Jr. Edward F. Lambrecht, Jr., President

/s/ Kathleen M. Mette

/s/ Mary K. King

STATE OF MICHIGAN

COUNTY OF WAYNE

SS.

On this 10th day of June . 1975, before me a notary public in and for said county, appeared Edward F. Lambrecht, Jr., to me personally known who being by me sworn, did say for himself that he is the President of Capitol Contractors, Inc., a Michigan corporation, a general partner of Woodgate Properties, the partner named in and which executed the within instrument and that said instrument was signed on behalf of said partnership by authority of its partnership agreement and he acknowledged said instrument to be its free act and deed.

/s/ Kathleen M. Mette

Notary Public, Wayne County, Michigan My commission expires: 1/23/78

FIRST AMENDMENT TO MASTER DEED DRAFTED BY-Essel W. Bailay, Jr. DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG 2700 City National Bank Building

Detroit, Michigan 48226 WHEN RECORDED, RETURN TO DRAFTER.

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SUBDIVISION PLAN NO. 101 WAYNE COUNTY CONDOMINIUM REPLAT NºI OF

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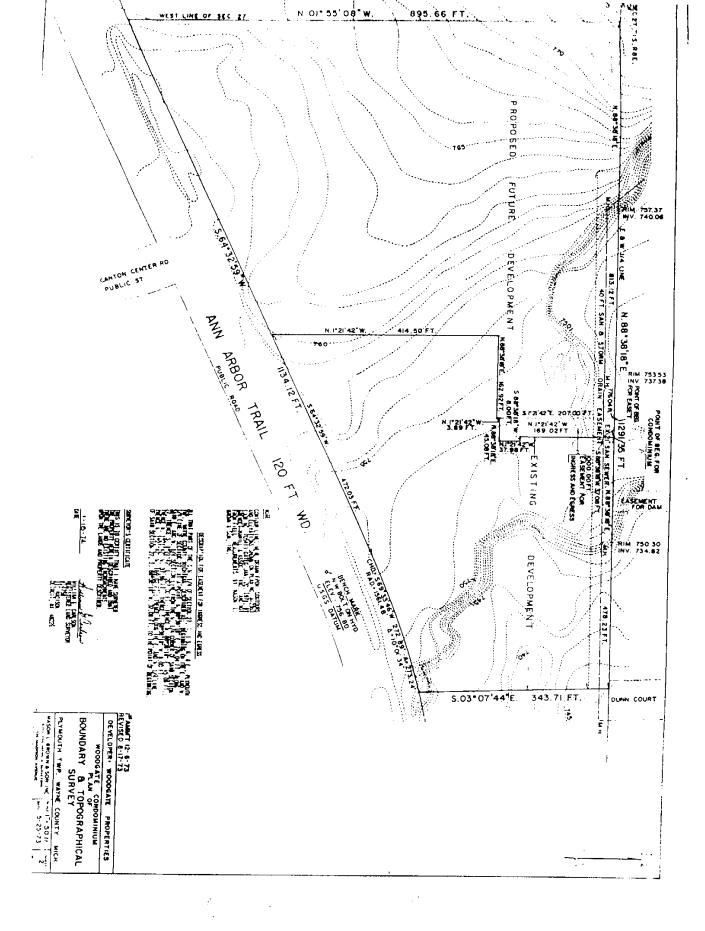
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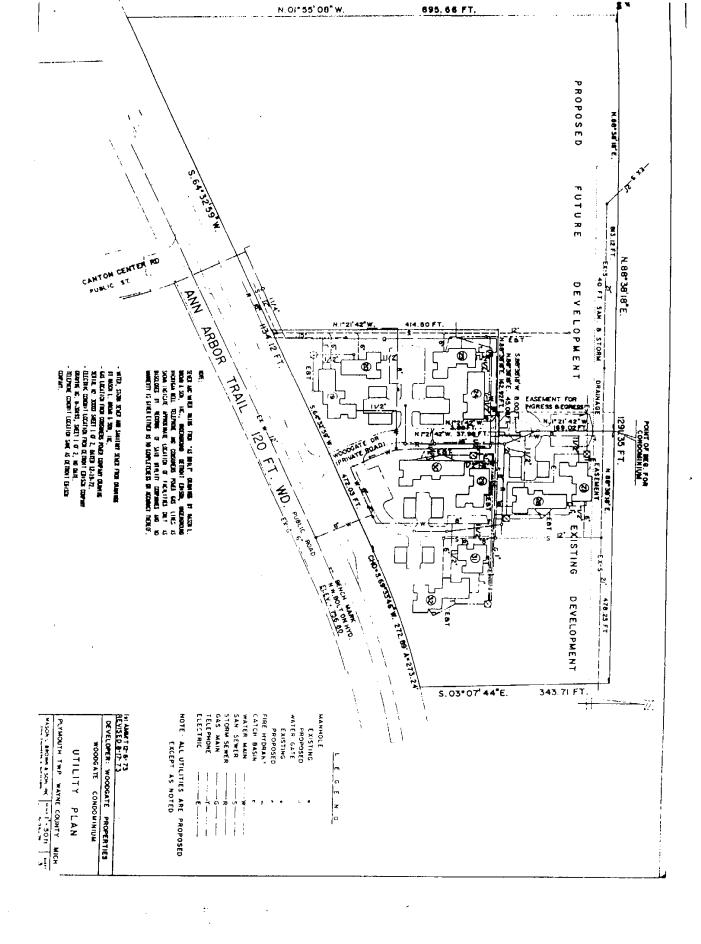
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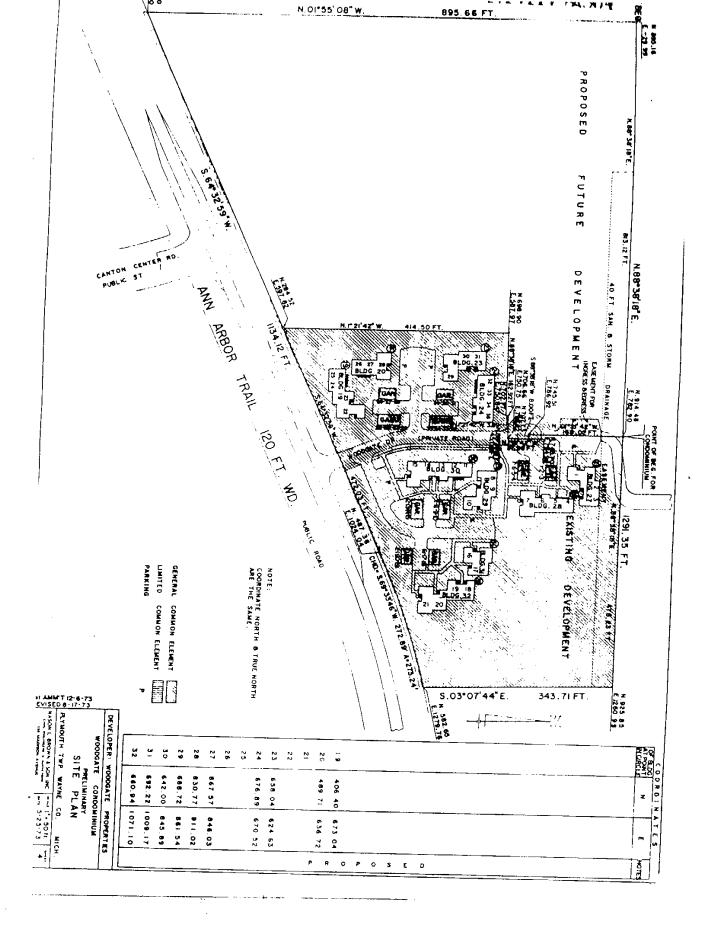
The land embraced in the annexed plan of Woodgate Condominium, a condominium being all that part of the Southwest 1/4 of Section 27, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan described as: Beginning on the East and West 1/4 line of Section 27, at a point distant N. 88° 38' 18" E. 813.12 feet along said East and West 1/4 section line from the West 1/4 corner of said Section 27; thence continuing along the East and West 1/4 line of said Section 27, N. 88° 38' 18" E. 478.23 feet; thence S. 3° 07' 44" E. 343.71 feet; thence Southwesterly along the Northerly line of Ann Arbor Trail, 120 feet wide, on a curve to the left, having a radius of 1,561.48 feet, an arc distance of 273.24 feet, central angle of 10° 01' 34" and chord bearing and distance of S. 69° 33' 46" W. 272.89 feet; thence continuing Southwesterly along said Northerly street line, being tangen t to the last described curve, S. 64° 32' 59" W. 472.03 feet; thence N. 1° 21' 42" W. 414.50 feet; thence N. 88° 38' 18" E. 162.92 feet; thence N. 1° 21' 42" W. 37.98 feet; thence S. 88° 38' 18" E. 45.08 feet; thence N. 1° 21' 42" W. 37.98 feet; thence S. 88° 38' 18" W. 8.00 feet; then ce N. 1° 21' 42" W. 169.02 feet to the point of beginning, containing 6.49332 acres of land and subject to an easement 40 feet wide for sanitary and storm drainage over the Northerly 40 feet thereof and also subject to other easements of record, if any.

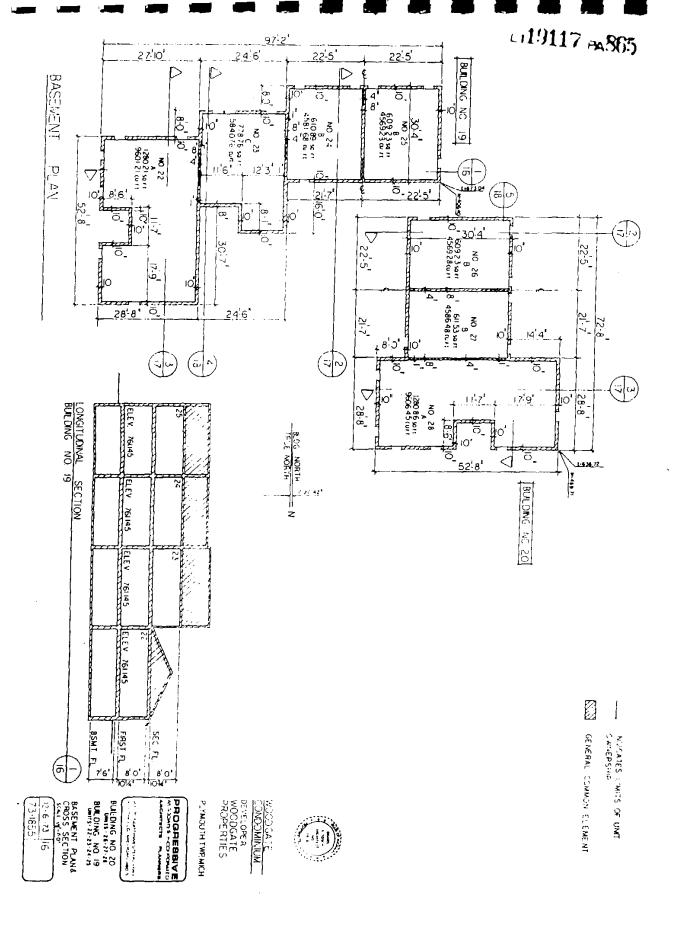
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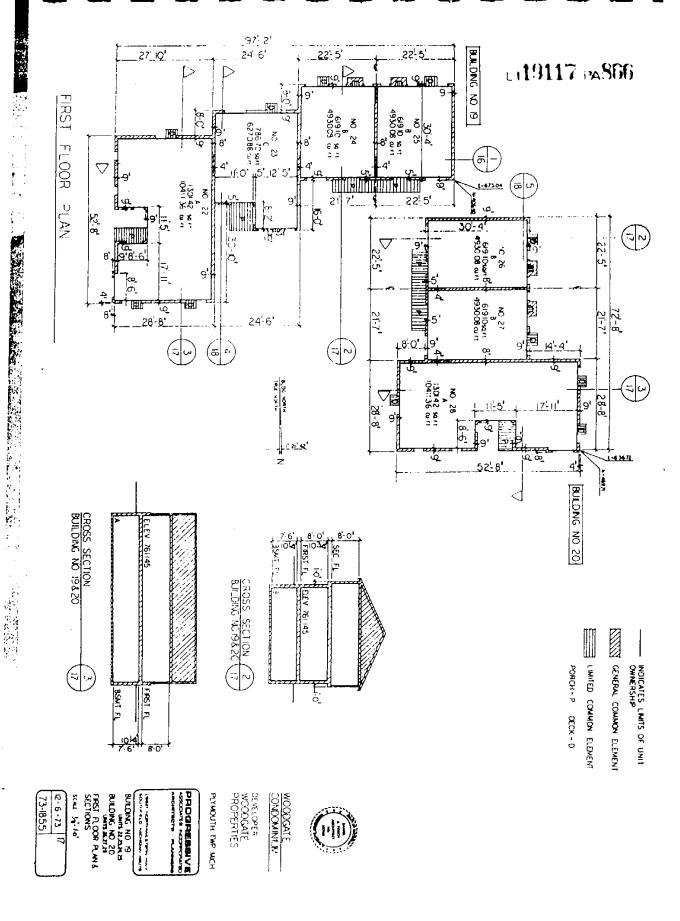
All that part of the S. W. 1/4 of Section 27, T. 1 S. R. 8 E., Plymouth Twp., Wayne County, Michigan, described as: Beginning on the E. and W. 1/4 line of Section 27, at a point, N. 88° 38' 18" E. 776.04 ft. along said E. and W. 1/4 section line from the W. 1/4 corner of said Section 27; thence S. 1° 21' 42"E. 207.00 ft.; thence N. 88° 38' 18" E. 45.08 ft.; thence N. 1° 21' 42" W. 37.98 ft.; thence S. 88° 38' 18" W. 8.00 ft.; thence N. 1° 21' 42" W. 169.02 ft.; thence along the E. and W. 1/4 line of said Section 27, S. 88° 38' 18" W. 37.08 ft. to the point of beginning.



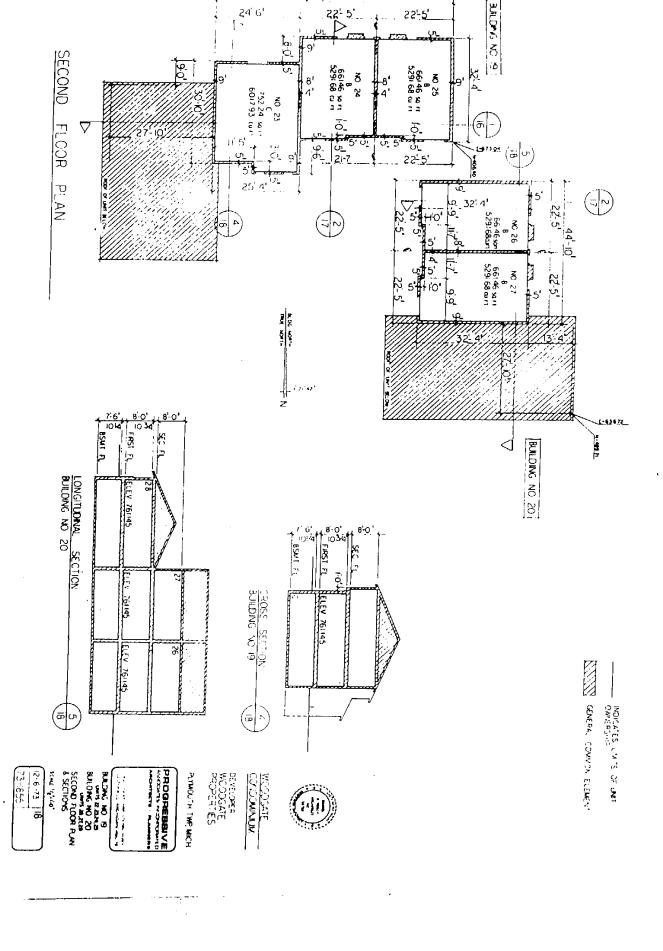


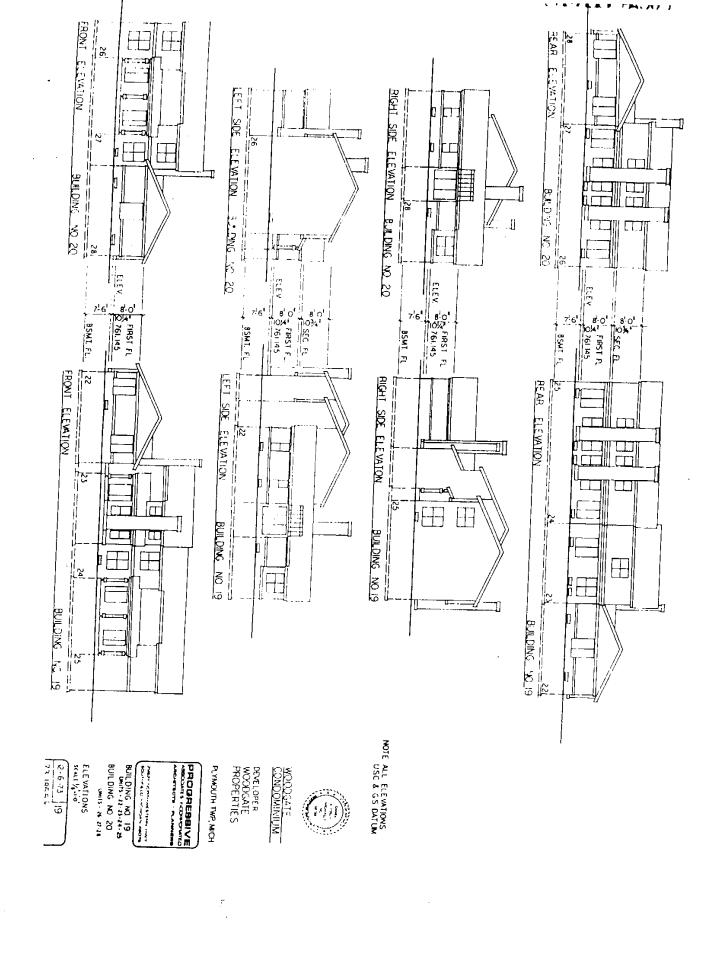




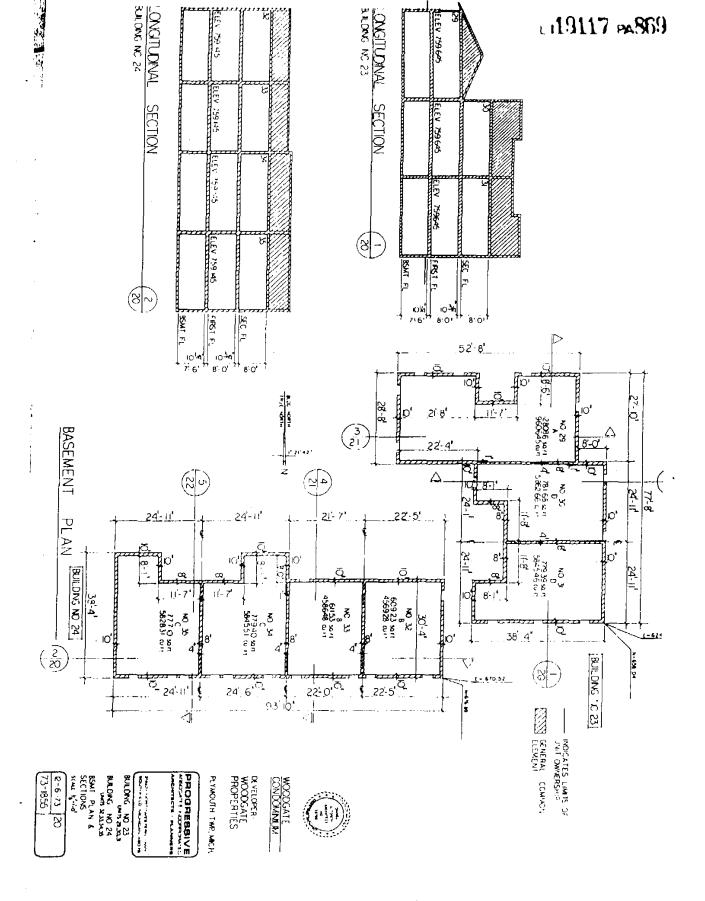


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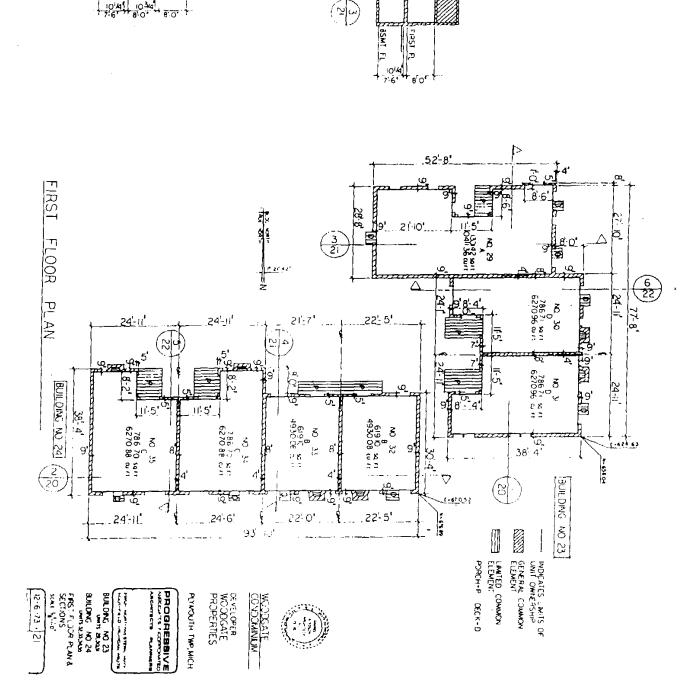
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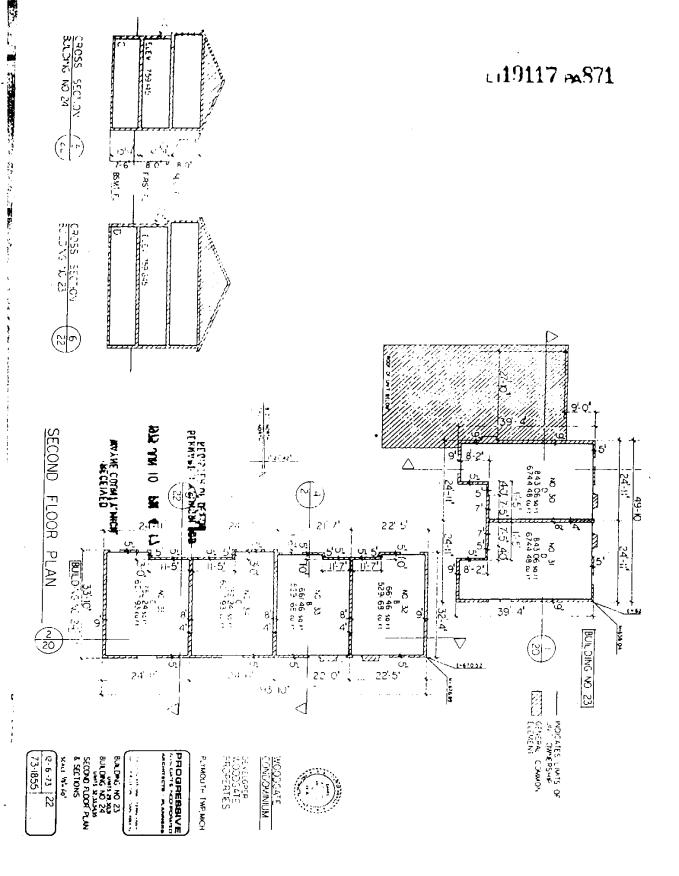


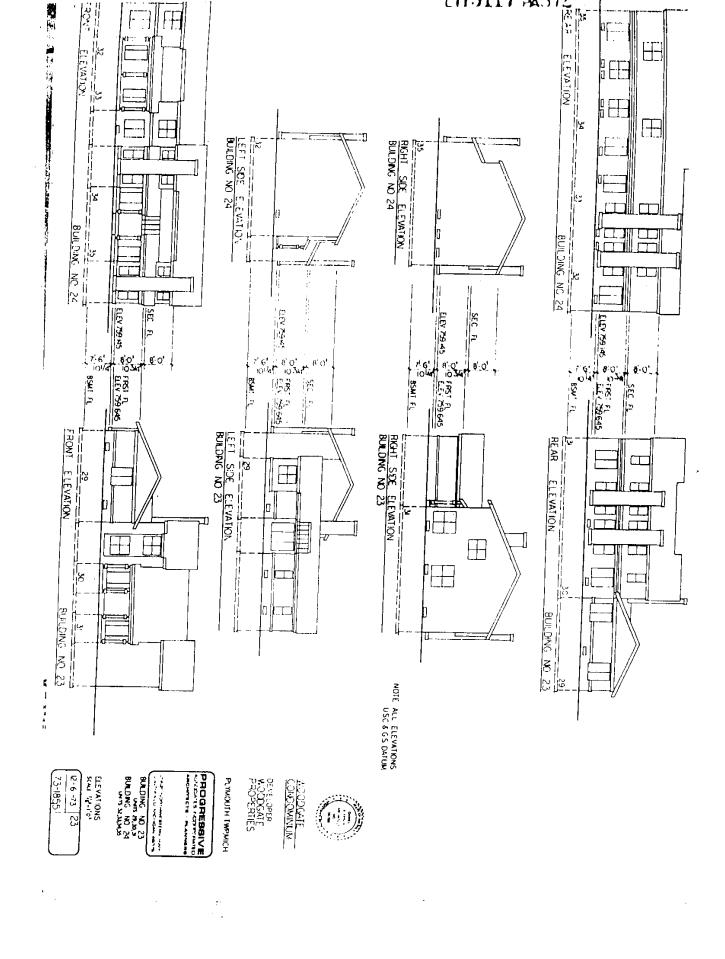


CROSS SECTION BUILDING NO 24

(<u>a</u>







(617) 373-0468 Corporation Only (617) 373-0466 Combanishum Be (617) 373-0066

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

CONDITIONAL PERMIT TO SELL

In re: Application of Woodgate Properties, 3300 City National Bank Building, Detroit, Michigan, Developer, for a Conditional Permit to Sell for WOODGATE CONDOMINIUM SECOND AMENDMENT, Ann Arbor Trail, Plymouth Township, Wayne County, Michigan. (our file \$72-189-8).

- 1. Application having been duly made and examined, and
- The Certificate of Approval of Amended Master Deed having been entered on August 19, 1975 and recorded on August 22, 1975 in Liber 19181 page 6, and the Master Deed having been recorded on August 22, 1975 in Liber 19181, pages 7 through 18 in the records of the Wayne County Register of Deeds.
- 3. Therefore, a Conditional Permit to Sell spartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
 - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained <u>prior to use</u>.
 - (c) That no unit be conveyed until an occupancy permit has been received.
 - (d) That until convevance of title, all deposits shall be placed and remain in the escrow account.
 - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
- 4. This Conditional Permit to Soll becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

Hugh H. Hakens, Director

Corporation & Securities Bureau

HIGGIN

Dated: August 25, 1975. Lansing, Hichigan HUGH H. MAKENS, DIRECTOR



(817) 373-0488 Carpersion Divisio (817) 373-0468 Condominium Baci (817) 373-0026

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

n re: Application of Woodgate Properties, 3300 City National Bank Building, Detroit, Michigan, Developer, for a Certificate of Approval of Amended Master Deed for WOODGATE CONDOMINIUM - SECOND AMENDMENT, Ann Arbor Trail, Plymouth Township, Wayne County, Michigan. (our file #72-189-B).

- Application having been duly made and examined.
- A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:

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- a. That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
- b. That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
- c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
- d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
- This Certificate of Approval of the Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE Richard K. Helmbrecht, Director

Hugh H. Makens, Director

Corporation & Securities Bureau

Dated: August 19, 1975 Lansing, Michigan

SECOND AMENDMENT TO MASTER DEED OF WOODGATE CONDOMINIUM

As recorded in Liber 19181, Pages 7 through 18, Wayne County Records, August 22, 1975.

Woodgate Properties, a Michigan co-partnership, being the Developer of Woodgate Condominium, a condominium project established pursuant to the Master Deed thereof, recorded on October 5, 1973 in Liber 18621, Pages 60 through 95, and First Amendment to the Master Deed, recorded on June 10, 1975 in Liber 19117, Pages 857 through 872, Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 101, hereby amends the Master Deed of Woodgate Condominium pursuant to the authority reserved in Article TWELFTH of said Master Deed for the purposes of enlarging the condominium project from 35 units to 42 units by the addition of land as described in Section 1 below and reallocating percentages of value set forth in Article SIXTH C of said Master Deed. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

All that part of the S.W. 1/4 of Section 27, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, described as: Beginning on the East and West 1/4 line of Section 27, at a point distant N. 88° 38' 18" E. 613.12 ft. along said East and West 1/4 section line from the West 1/4 corner of said Section 27; thence continuing along the East and West 1/4 line of said Section 27, N. 88° 38' 18" E. 200.00 ft.; thence S. 1° 21' 42" E. 169.02 ft.; thence N. 88° 38' 18" East 8.00 feet, thence S. 1° 21' 42" E. 37.98 feet; thence S. 88° 38' 18" W. 45.08 feet; thence S. 1° 21' 42" E. 389 feet, thence S. 88° 38' 18" W. 162.92 feet; thence N. 1° 21' 42" W. 210.89 feet to the point of beginning. Containing 0.9719 acres of land and subject to easement 40 feet wide for sanitary sewer and storm drainage over the northerly 40 feet thereof, and also subject to other easements of record, if any,

2. Second Amended Article SIXTH C of said Master Deed of Woodgate Condominium as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Wayne County Register of Deeds of this Amendment and said Order, replace and supersede First Amended Article SIXTH C of the Master Deed as recorded, and the First Amended Article SIXTH C shall be of no further force or effect.

SECOND AMENDED ARTICLE SIXTH C OF THE MASTER DEED OF WOODGATE CONDOMINIUM

ARTICLE SIXTH C

- C. Set forth below are:
 - (a) Each apartment number as it appears on the Condominium Subdivision Plan.
 - (b) The percentage of value assigned to each apartment.

Apartment Number	Percentage of Value Assigned
1	2.81
2	2.49
3	2.48
4	1.98
5	1.98
6	2.43
7	2.80
8	2.52
9	2.53
10	2.71
11	1.95
12	1.95
13	2.43

14	2,43
15	2.71
16	2.71
17	2.43
18	2.48
19	2.48
20	2.43
21	2.71
22	2.71 2.71
23	2.43
24	1.95
25	1.95
26	1.95
27	1.95
28	2.71
29	2.71
30	2.53
31	2.52
32	1.95
33	1.95
34	2.43
35	2.42
36	2.42
37	2.42
38	2.48
39	2.48
40	1.95
41	1.95
42	2.70

- 3. Second Amended Sheets 1, 2, 3 and 4 of the Condominium Subdivision Plan of Woodgate Condominium as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Wayne County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheets 1, 2, 3 and 4 of the Condominium Subdivision Plan of Woodgate Condominium and the originally recorded Sheets 1, 2, 3 and 4 shall be of no further force or effect. The legal description of the condominium premises contained on said Second Amended Sheet 1 of the Condominium Subdivision Plan shall replace and supersede the description of said premises contained in Article SECOND of the originally recorded Master Deed.
- 4. Sheets 24 through 27, inclusive, of the Condominium Subdivision Plan of Woodgate Condominium as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Wayne County Register of Deeds of this Amendment and said Order, supplement and be incorporated in the Condominium Subdivision Plan of Woodgate Condominium, as originally recorded.
- 5. Article FIFTH B of the Master Deed of Woodgate Condominium is hereby amended to revise subparagraph FIFTH B(2) and add subparagraph FIFTH B(6) as follows:
 - (2) The deck(s) at the rear of and serving each townhouse as shown on Exhibit "B" hereto is limited in use to the townhouse which it serves. The location and size of certain decks has not been finally determined as of the recording of this Master Deed. Accordingly, Exhibit "B" will be modified and amended in connection with the recording of the Consolidating Master Deed as provided for in Article TWELFTH hereof so as to reflect the actual location and dimensions of the deck(s) serving each townhouse, and all of the co-owners and mortgagees of townhouses and all 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 as may be necessary in the discretion of the Developer to effectuate said assignment of limited common elements and the designation of the dimensions thereof and do hereby irrevocably appoint Developer or its successors, as agent and attorney for purposes of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(6) The chimney and fireplace serving certain units as shown on Exhibit "B" hereto shall be limited in use to the Unit which it serves, and the cost of maintenance and repair thereof shall be borne by the Unit served.

In all respects, other than as hereinabove indicated, the original Master Deed of Woodgate Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B," recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

WOODGATE PROPERTIES, a Michigan co-partnership

By: Capitol Contractors, Inc., a Michigan corporation, a General Partner

Kathleen M. Mette

/s/ Mary K. King

Mary K. King

STATE OF MICHIGAN

) SS.

COUNTY OF Wayne

WOODGATE PROPERTIES, a Michigan co-partnership

By: Capitol Contractors, Inc., a Michigan corporation, a General Partner

By: /s/ Edward F. Lambrecht, Jr., President

On this <u>21st</u> day of <u>August</u>...1975, before me a notary public in and for said county, appeared Edward F. Lambrecht, Jr., to me personally known who being by me sworn, did say for himself that he is the President of Capitol Contractors, Inc., a Michigan corporation, a general partner of Woodgate Properties, the partner named in and which executed the within instrument and that said instrument was signed on behalf of said partnership by authority of its partnership agreement and he acknowledged said instrument to be its free act and deed.

/s/ Kathleen M. Mette
Kathleen M. Mette /Acting in Wayne Count
Notary Public, Macomb County, Michigan
My commission expires: January 23, 1978

SECOND AMENDMENT TO MASTER DEED DRAFTED BY:
Essel W. Bailey, Jr.
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG
2700 City National Bank Building
Detroit, Michigan 48226
WHEN RECORDED, RETURN TO DRAFTER.

SUBDIVISION WAYNE REPLAT COUNTY CONDOMINIUM N°2 PLAN 유 NO. 101

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DEVELOPER: WOODGATE PROPERTIES

WOODGATE CONDOMINIUM TITLE PAGE

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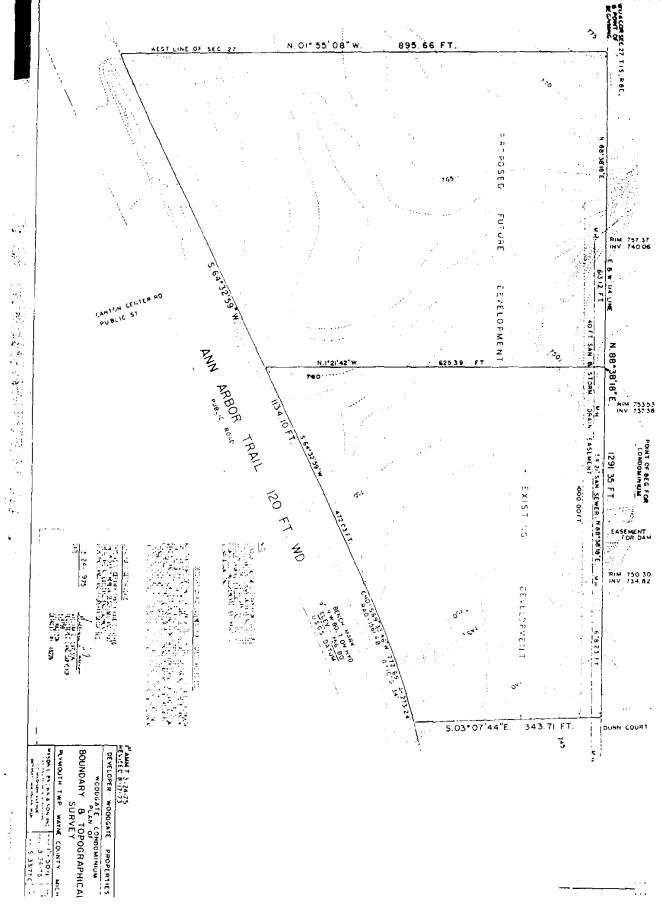
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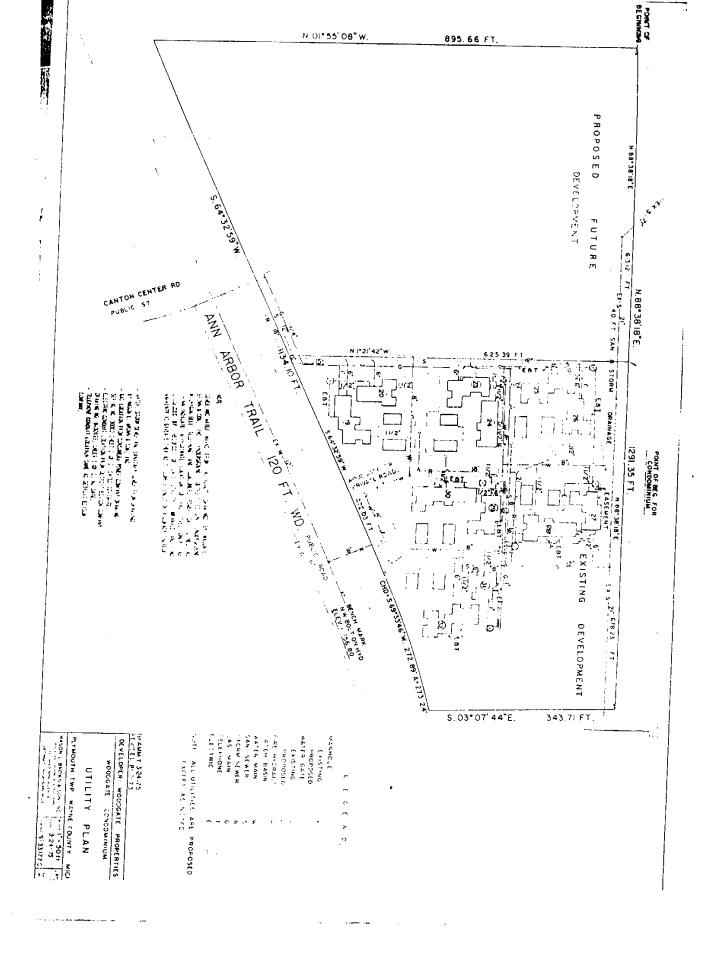
THE LAND EMBRACED IN THE ANNEXED PLAN OF WOODGATE CONDOMINIUM, A CONDOMINIUM BEING ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, T. 1 S., R. 8 E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING ON THE EAST AND WEST 1/4 LINE OF SECTION 27, AT A POINT DISTANT, N. 88°38'18" E. 613.12 FT. ALONG SAID EAST AND WEST 1/4 SECTION LINE FROM THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE CONTINUING ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 27, N. 88°38'18" E. 678.23 FT.; THENCE S. 3°07'44" E. 343.71. FT.: THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF ANN ARBOR TRAIL, 120 FT. WIDE, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1,561.48 FT., AN ARC DISTANCE OF 273.24 FT., CENTRAL ANGLE OF 10°01'34" AND CHORD BEARING AND DISTANCE OF S. 69°33'46" W. 272.89 FT.; THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTHERLY STREET LINE, BEING TANGENT TO THE LAST DESCRIBED CURVE, S. 64°32'59" W. 472.03 FT.; THENCE N. 1°21'42" W. 625.39 FT. TO THE POINT OF BEGINNING, CONTAINING 7,49005 ACRES OF LAND AND SUBJECT TO AN EASE MENT 40 FEET WIDE FOR SANITARY SEWER AND STORM DRAINAGE OVER THE NORTHERLY 40 FEET THEREOF AND ALSO SUBJECT TO OTHER EASEMENTS OF RECORD, IF ANY.

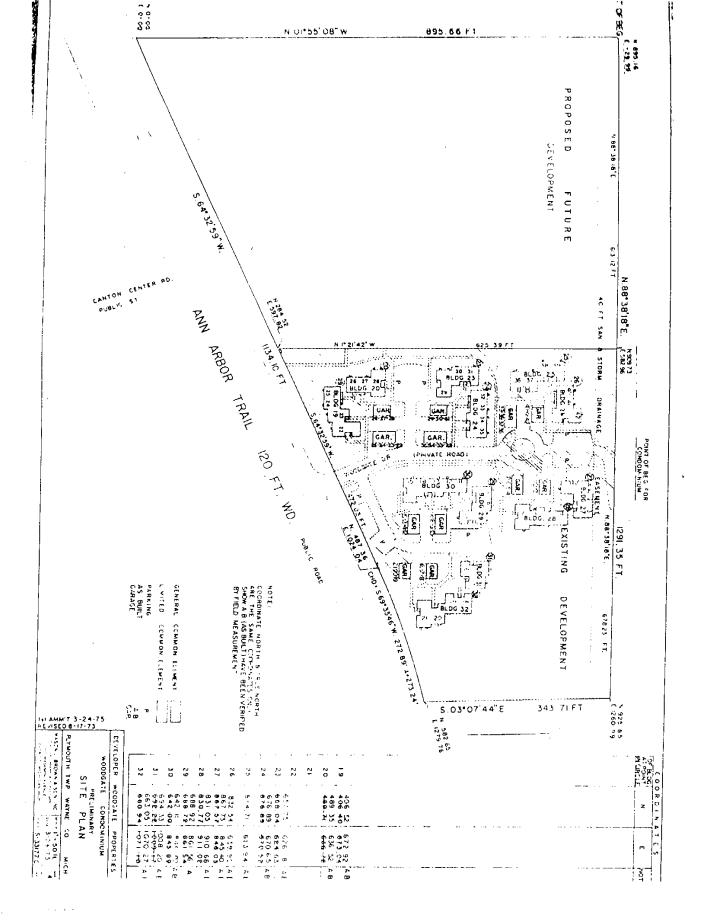
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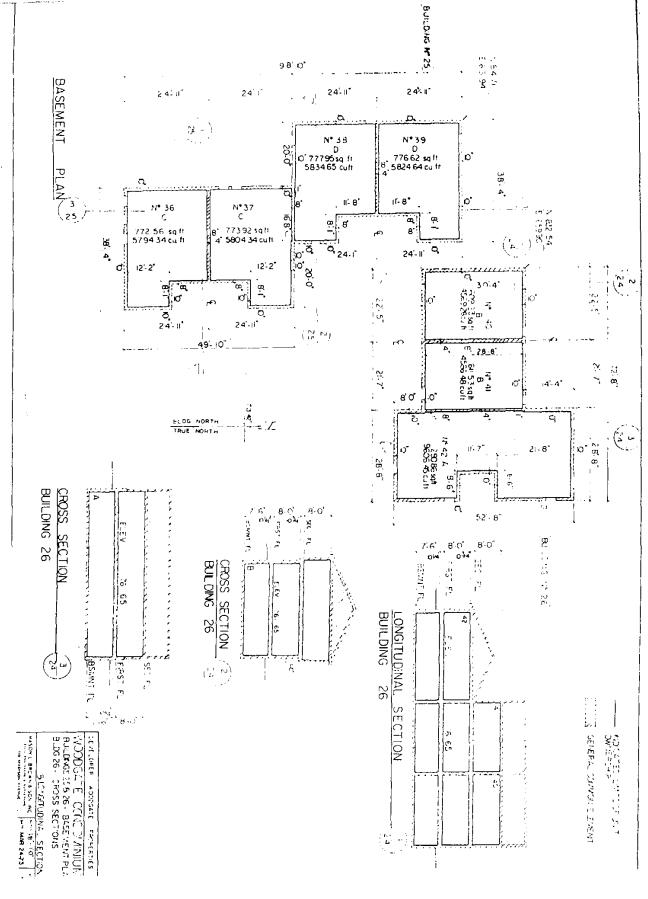
ALL THAT PART OF THE S.W. 1/4 OF SECTION 27, T. 1 S., R. 8 E., PLYMCUTION TWP., WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING ON THE E. AND W. 1/4 LINE OF SECTION 27, AT A POINT, N. 88°38'18" E. 776.04 FT. ALONG SAID E. AND W. 1/4 SECTION LINE FROM THE W. 1/4 CORNER OF SAID SECTION 27; THENCE S. 1°21'42" E. 207.00 FT.; THENCE N. 88°38'18" E. 45.08 FT.; THENCE N. 1°21'42" W. 37.98 FT.; THENCE S. 88°38'18" W. 8.00 FT.; THENCE N. 1°21'42" W. 169.02 FT.; THENCE ALONG THE E. AND W. 1/4 LINE OF SAID SECTION 27, S. 88°38'18" W. 37.08 FT. TO THE POINT OF BEGINNING.

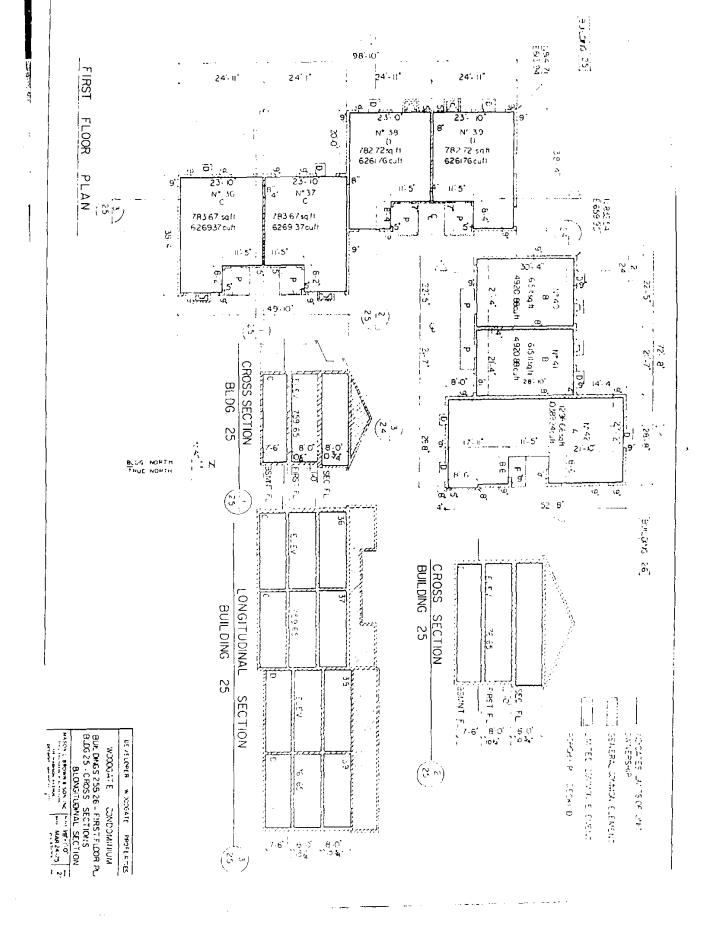


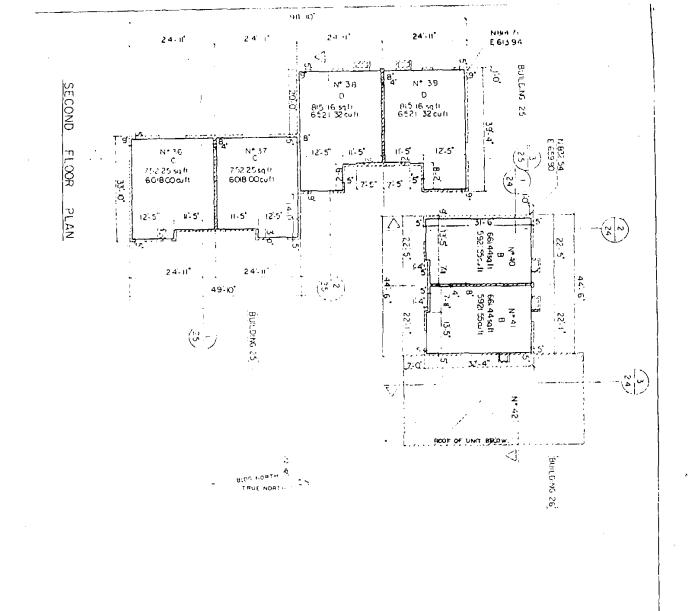
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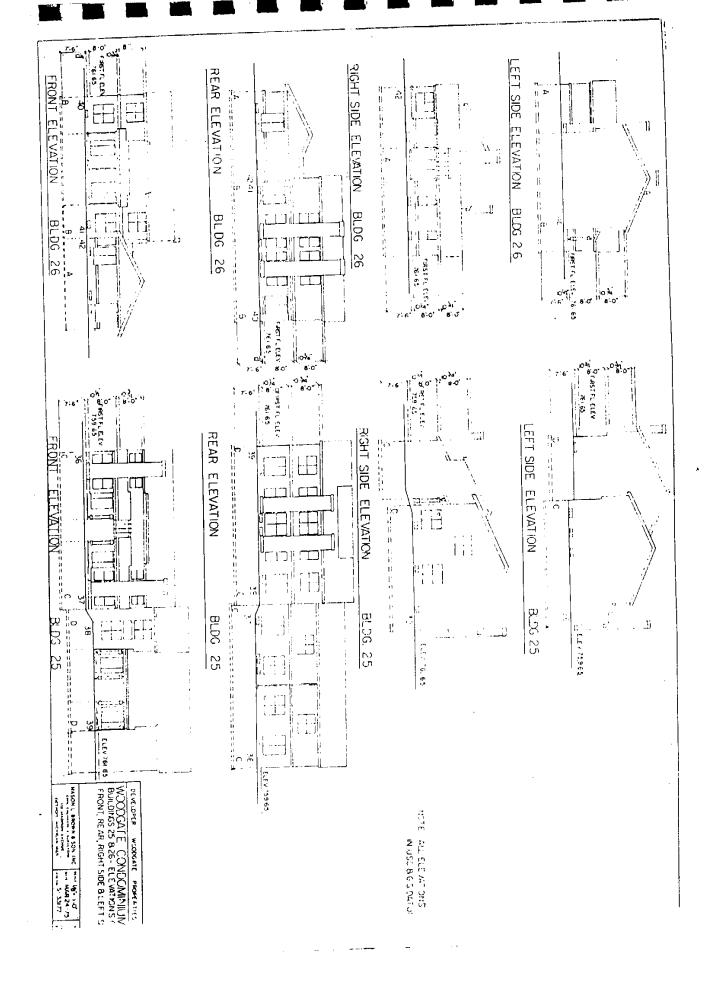


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NICH H. MAKENS, DIRECTOR



WILLIAM G. MILLIKEN, Governor

(\$17) 373-0485 Corporation Civilian (\$17) 373-0496 Condominium Section (\$17) 373-8028

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

Recorded in Liber 19292, Page 853, on January 5, 1976, Wayne County Records

APPROVAL OF AMENDMENT TO MASTER DEED

In re: Application of Woodgate Properties, 3300 Penobscot Bldg., Detroit, Michigan, Developer, for an Approval of Amendment to Master Deed for WOODGATE - Third Amendment, Ann Arbor Trail, Plymouth Township, Wayne County, Michigan. (Our File #72-189). Wayne County Condominium Subdivision Plan No. 101

- 1. Application having been duly made and examined, and
- Certificate of Approval of the Master Deed and a Conditional Permit to Sell having been entered on October 4, 1973 and October 18, 1973, respectively, and,

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- The developer having petitioned for an Amendment to Master Deed for the purpose of adding a swimming pool and clubhouse to condominium projects pursuant to the power reserved in the Master Deed, and,
- Inasmuch as this Bureau has determined that the proposed amendment is for a proper and stated purpose, and
- That upon the consolidating of the condominium project the legal description covering this amendment will be shown on the condominium subdivision plans,
- THEREFORE THE porposed Amendment to Master Deed for the above named condominium is hereby approved and shall take effect immediately upon recording.

MICHIGAN DEPAREMENT OF COMMERCE Richard K. Helmbrecht, Director

Rugh H. Makens, Director

Corporation A Securities Bureau

Dated:

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THIRD AMENDMENT TO MASTER DEED OF Records. WOODGATE CONDOMINIUM

Woodgate Properties, a Michigan co-partnership, being the Developer of Woodgate Condominium, a condominium project established pursuant to the Master Deed thereof, recorded on October 5, 1973, in Liber 18621. Pages 60 through 95, First Amendment to the Master Deed, recorded on June 10, 1975, in Liber 19117, Pages 857 through 872, and Second Amendment to the Master Deed, recorded on August 22, 1975, in Liber 19181, Pages 7 through 18, Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 101, hereby amends the Master Deed of Woodgate Condominium pursuant to the authority reserved in Article TWELFTH of said Master Deed for the purpose of adding certain real property on which are located a swimming pool and club house to the condominium project described in Section 1 below. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by the addition of the swimming pool and club house and this Amendment is more particularly described as follows:

All that part of the S.W. 1/4 of Section 27, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, described as: Beginning on the East and West 1/4 line of Section 27, at a point distant, N. 88° 38′ 18″ E. 502.42 feet along said E. & W. 1/4 section line from the West 1/4 corner of said Section 27; thence continuing along said E. & W. 1/4 line, N. 88° 38′ 18″ E. 110.70 ft.; thence S. 1° 21′ 42″ E. 262.00 ft.; thence S. 88° 38′ 18″ W. 110.70 ft.; thence N. 1° 21′ 42″ W. 262.00 ft. to the point of beginning, containing 29,003.40 sq. feet or 0.66583 acres of land and subject to easements of record, if any.

In all respects, other than as hereinabove indicated, the original Master Deed of Woodgate Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

/s/ Kathleen M. Mette

/s/ Mary K. King

WOODGATE PROPERTIES, a Michigan co-partnership

By: Capitol Contractors, Inc., a Michigan corporation, a General Partner

By: /s/ Edward F. Lambrecht, Jr. Edward F. Lambrecht, Jr., President

STATE OF MICHIGAN)

COUNTY OF WAYNE)

On this 24th day of December, 1975, before me a notary public in and for said county, appeared Edward F. Lambrecht, Jr., to me personally known who being by me sworn, did say for himself that he is the President of Capitol Contractors, Inc., a Michigan corporation, a general partner of Woodgate Properties, the partner named in and which executed the within instrument and that said instrument was signed on behalf of said partnership by authority of its partnership agreement and he acknowledged said instrument to be its free act and deed.

/s/ Kathleen M. Mette

Notary Public. Wayne County, Michigan My Commission Expires: January 23, 1978

THIRD AMENDMENT TO MASTER DEED DRAFTED BY:

Essel W. Bailey, Jr., of

DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG

2700 City National Bank Building

Detroit, Michigan 48226

WHEN RECORDED. RETURN TO DRAFTER.

WOODGATE CONDOMINIUM ASSOCIATION

WHEREAS, an amendment to Article IX of the Condominium Bylaws (Exhibit A to the Master Deed) was duly adopted and approved by the requisite majority of co-owners and mortgagees as provided for by Condominium Bylaws, Article VIII, Section 3, at a meeting held on March 21, 1989;

NOW, THEREFORE, a new Subsection 5 is added to Article IX of the Condominium Bylaws as follows:

(5) Assessment of fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. Fines may be assessed only upon notice to the offending Co-Owners and an opportunity for such Co-Owner to appear before the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. The fine shall be \$25 for the second violation, \$50 for the third violation or \$100 for any subsequent violation.

Other than as amended herein, the Master Deed Condominium Bylaws are ratified and reaffirmed.

FOREST E. COUR REGISTER OF

WITNESSES:

PONALD C TOTSELLE

APRIL L. MICHAELS

WOODGATE CONDOMINIUM ASSOCIATION

by:

DONALD BOSKER, President

This fourth amendment to the Master Deed was acknowledged before me on this 5th day of _______, 1992, by Donald Bosker, President of Woodgate Condominium Association.

Notary Public

FITAMICES G. LOISELLE NOTARY PUBLIC - WAYNE COUNTY, MICH, MY COMMISSION EXPIRES 3-27-95

DRAFTED BY AND WHEN RECORDED RETURN TO:

D. DOUGLAS ALEXANDER 217 W. ANN ARBOR RD., #212 PLYMOUTH, MI 48170 EXAMINED AND APPROVED 1992

DANIEL P. LANE
PLAT ENGINEER

N/C

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SUBDIVISION PLAN NO. 101 WAYNE COUNTY CONDOMINIUM

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TITLE PAGE

a condominium being all that part of the Southwest 1/4 of Section 27, T. 15., R. 8E., Plymouth Township, Wayne County, Michigan, described as: Beginning on the East and West 1/4 line of Section 27 at a point distant N. 88°38'18" E. 813.12 feet along said East and West 1/4 Section line from the West 1/4 corner of said Section 27; thence continuing along the East and West 1/4 line of said Section 27, N. 88°38'18" E. 478.23 feet; thence S. 3°07'44" E. 343.71 feet; thence Southwesterly along the Northerly line of Ann Arbor Trail, 120 feet wide on a curve to the left, having a radius of 1,561.48 feet; an arc distance of 273.24 feet, central angle of 10°01'34" and chord bearing and distance of S. 69°33'46" W. 272.89 feet; thence continuing Southwesterly along said Northerly street line, being tangent to the last described curve, S. 64°32'59" W. 187.16 feet; thence N. 25°27'01" W. 106.24 feet to the point of curve; thence Northwesterly on a curve to the right having a radius of 100.00 feet, an arc of 42.04 feet, central angle of 24°05'19" and Chord bearing and distance of N. 13°24'21" W. 41.73 feet; thence along a line being tangent to the last described curve, N. 1°21'42" W. 202.30 feet; thence S. 88°38'18" W. 8.00 feet; thence N. 1°21'42" W. 169.02 feet to the point of beginning, containing 4.64775 acres of land and subject to an easement 40 feet wide for' sanitary and storm drainage over the Northerly 40 feet thereof and also subject to other easements of record,

if any.

