

MASTER DEED WOODRIDGE HILLS

This Master Deed is made and executed on this 11th day of May, 1988, by Adler Homes, Inc., a Michigan corporation, hereinafter referred to as the "Developer", whose post office address is 719 East Grand River, Brighton, Michigan 48116, 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 Woodridge Hills as a Condominium Project under the Act and does declare that Woodridge Hills 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 Woodridge Hills, Livingston County Condominium Subdivision Plan No. 13. The engineering and architectural plans for the Project were approved by, and are on file with, the City of Brighton. 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. Each building contains 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.

ARTICLE II

LEGAL DESCRIPTION

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

A part of the Southeast 1/4 and the Southwest 1/4 of Section 31, Town 2 North, Range 6 East, City of Brighton, Livingston County, Michigan described as follows: Commencing at the South 1/4 corner of said Section 31; thence along the South line of said section North 87°30'12" West (recorded as North 88°18'19" West) 88.84 feet to the northwesterly right-of-way of Meadowbrook Drive (66 feet wide); thence North 87°30'12" West, 1130.88 feet; thence North 01°35'19" East, 722.75 feet to the Southwest corner of "Woodlake Village No. 1" (recorded in Liber 22, Pages 36-38); thence along the southerly line of said subdivision South 88°26'07" East 340.13 feet (recorded as 340.00 feet); thence along the easterly line of said subdivision North 01°27'34" East 454.94 feet (recorded as North 01°33'53" East, 455.00 feet); thence along the southerly line of said subdivision South 88°30'37" East 263.52 feet (recorded as South 88°26'07" East 264.00 feet); thence along the easterly line of said subdivision

North 01°31'52" East 131.69 feet (recorded as North 01°33'53" East 132.00 feet) to the southerly right-of-way of "Oak Ridge Drive" (66 feet wide); thence along said right-of-way for the next two (2) courses; 1) South 88°31'40" East 57.84 feet (recorded as South 88°26'07" East 58.00 feet); 2) thence on an arc right having a length of 390.18 feet, a central angle of 60°07'58", a radius of 371.77 feet and a long chord which bears South 58°26'29" East 372.52 feet; to the point of beginning of the parcel to be described; thence continuing along said right-of-way on the next two (2) courses: 1) on an arc right having a length of 62.86 feet, a central angle of 09°41'17", a radius of 371.77 feet and a long chord which bears South 23°31'51" East 62.79 feet; 2) South 18°52'49" East 138.15 feet; thence South 77°03'46" West 435.84 feet; thence North 12°56'14" West 182.58 feet; thence on an arc right having a length of 80.51 feet, a central angle of 23°53'59", a radius of 193.00 feet and a long chord which bears North 65°06'46" East 79.92 feet; thence North 77°03'46" East 331.81 feet to the point of beginning containing 1.93 acres, more or less.

Subject to all easements and restrictions of record and all governmental limitations.

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 the Woodridge Hills 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 Woodridge Hills 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 Woodridge Hills 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 and B 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 Woodridge Hills as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" each mean Woodridge Hills 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 Woodridge Hills as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, 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 Oakland 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 as provided in Article VI hereof, whichever is longer.

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 Adler Homes, Inc., a Michigan corporation, 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 which may be created 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 which may be created 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 Woodridge Hills, 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 driveways, roads, sidewalks and parking spaces located thereon not identified as Limited Common Elements.

(b) **Electrical.** The electrical transmission system throughout the Project, including that contained within Unit walls and including any electrical meters, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.

(c) **Exterior Lighting.** The exterior lighting system throughout the Project, including all electrical transmission lines, lighting fixtures and related equipment.

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

(e) **Gas.** The gas distribution system throughout the Project, including that contained within Unit walls and including any gas meters, up to the point of connection with gas fixtures within any Unit.

(f) **Water.** The water distribution system throughout the Project, including that contained within Unit walls and including any water meters, up to the point of connection with plumbing fixtures within any Unit.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

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

(i) **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.

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

(k) **Community Facilities.** The tennis courts and any other common recreational areas, if and when installed.

(l) **Sump Pumps.** The sump pumps, if any, throughout the Project, including all accessories related to their operation, located in some Units.

(m) **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 described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, shall be General Common Elements only to the extent of the Co-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) **Balconies or Decks.** Each individual balcony or deck, if any, in the Project is restricted in use to the Co-owner of the Unit which opens onto such balcony or deck as shown on Exhibit B hereto.

(b) **Furnace/Air Conditioners.** Each individual furnace/air conditioner in the Project is restricted in use to the Co-owner(s) of the Unit(s) which such furnace/air conditioner services.

(c) **Garage Interiors and Driveways.** Each individual garage interior and adjacent driveway are appurtenant to certain Units as Limited Common Elements as designated on Exhibit "B" attached hereto.

(d) **Interior Surfaces.** The interior surfaces of Unit and garage perimeter walls, windows, doors, ceilings and floors contained within a Unit and garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(e) **Storm Windows and Window Screens.** Removable storm windows, window screens and doorwall screens, if any, appurtenant to each Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(f) **Fireplace Combustion Chamber.** The fireplace combustion chamber, if any, for a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit served thereby.

(g) **Porches.** Each individual porch in the Project is restricted in use to the Co-owner of the Unit which opens onto such porch as shown on Exhibit "B" hereto.

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

(a) **Balconies or Decks.** The costs of maintenance and decoration of each balcony or deck described in Article IV, Section 2(a) above shall be borne by the Co-owner of the Unit which opens into such balcony or deck (but not the costs of repair and replacement, which shall be the responsibility of the Association).

(b) **Furnace/Air Conditioners.** The costs of maintenance, repair and replacement of each individual furnace/air conditioner described in Article IV, Section 2(b) above shall be borne by the Co-owner(s) of the Unit(s) which such furnace/air conditioner services.

(c) **Interior Surfaces.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2(d) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant, except that Co-owners shall be solely responsible for decoration, maintenance repair and replacement of the garage floors appurtenant to their Units.

(d) **Storm Windows and Window Screens.** The cost of maintenance, repair and replacement of all removable storm windows, window screens and doorwall screens referred to in Article IV, Section 2(e) shall be borne by the Co-owner of the Unit to which they are appurtenant.

(e) **Fireplace Combustion Chamber.** The costs of maintenance, repair and replacement of each individual fireplace combustion chamber described in Article IV, Section 2(f) above shall be borne by the Co-owner(s) of the Unit(s) which such fireplace combustion chamber services.

(f) **Porches.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the porches referred to in Article IV, Section 2(g) above shall be borne by the Co-owner of the Unit to which such porch is appurtenant.

(g) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

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.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Woodridge Hills as prepared by Boss Engineering. Each Unit shall include: (1) with respect to each Unit 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 finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on basement and foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Boss Engineering.

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 set forth below. The percentages of value were computed on the basis of the relative sales price of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. Percentage of Value Assignment. Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each Unit.

| <u>Unit Number</u> | <u>Percentages of Value</u> |
|------------------------|---------------------------------|
| 111 | 10.4 |
| 112 | 9.6 |
| 113 | 10.0 |
| 114 | 9.6 |
| 115 | 9.6 |
| 116 | 10.4 |
| 117 | 10.4 |
| 118 | 9.6 |
| 119 | 10.0 |
| 120 | 10.4 |

The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Woodridge Hills and consisting of 10 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 180 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

A part of the Southeast 1/4 and the Southwest 1/4 of Section 31, T1N-R6E, City of Brighton, Livingston County, Michigan described as follows: Commencing at the South 1/4 Corner of said Section 31; thence along the South line of said Section North 87°30'12" West (recorded as North 88°18'19" West) 88.84 feet to the Northwestern Right-Of-Way of Meadowbrook Drive (66 feet wide) and the Point of Beginning; thence North 87°30'12" West, 1,130.88 feet; thence North 01°35'19" East, 722.75 feet to the Southwest Corner of "Woodlake Village No. 1" (recorded in Liber 22, Pages 36-38); thence along the Southerly line of said Subdivision South 88°26'07" East, 340.13 feet (recorded as 340.00 feet); thence along the Easterly line of said Subdivision North 01°27'34" East, 454.94 feet (recorded as North 01°33'53" East, 455.00 feet); thence along the Southerly line of said Subdivision South 88°30'37" East, 263.52 feet (recorded as South 88°26'07" East, 264.00 feet); thence along the Easterly line of said Subdivision North 01°31'52" East, 131.69 feet (recorded as North 01°33'53" East, 132.00 feet) to the Southerly

Right-Of-Way of "Oak Ridge Drive" (66 feet wide); thence along said Right-Of-Way for the next four (4) courses; 1) South 88°31'40" East, 57.84 feet (recorded as South 88°26'07" East, 58.00 feet); 2) thence on an arc right having a length of 453.04 feet, a central angle of 69°49'15", a radius of 371.77 feet and a long chord which bears South 53°35'50" East, 425.52 feet; 3) thence South 18°52'49" East, 700.54 feet; 4) thence on an arc left having a length of 205.23 feet, a central angle of 20°46'30", a radius of 566.00 feet and a long chord which bears South 29°04'19" East, 204.10 feet to the Northwesterly Right-Of-Way of said Meadowbrook Drive; thence along said Right-of-Way South 43°35'33" West, 340.73 feet (recorded as South 43°42'58" West, 340.20 feet) to the Point of Beginning, containing 29.02 acres, more or less.

except for any portion of such land that is included in the parcel described in Article II of this Master Deed.

(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 6 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 City of Brighton. 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. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 180 Units on the land described in Article II and Article VI hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the project all or some portion of the following described land:

A part of the Southeast 1/4 and the Southwest 1/4 of Section 31, T1N-R6E, City of Brighton, Livingston County, Michigan described as follows: Commencing at the South 1/4 Corner of said Section 31; thence along the South line of said Section North 87°30'12" West (recorded as North 88°18'19" West) 88.84 feet to the Northwesterly Right-Of-Way of Meadowbrook Drive (66 feet wide) and the Point of Beginning; thence North 87°30'12" West, 1,130.88 feet; thence North 01°35'19" East, 722.75 feet to the Southwest Corner of "Woodlake Village No. 1" (recorded in Liber 22, Pages 36-38); thence along the Southerly line of said Subdivision South 88°26'07" East, 340.13 feet (recorded as 340.00 feet); thence along the Easterly line of said Subdivision North 01°27'34" East, 454.94 feet (recorded as North 01°33'53" East, 455.00 feet); thence along the Southerly line of said Subdivision South 88°30'37" East, 263.52 feet (recorded as South 88°26'07" East, 264.00 feet); thence along the Easterly line of said Subdivision North

01°31'52" East, 131.69 feet (recorded as North 01°33'53" East, 132.00 feet) to the Southerly Right-Of-Way of "Oak Ridge Drive" (66 feet wide); thence along said Right-Of-Way for the next four (4) courses; 1) South 88°31'40" East, 57.84 feet (recorded as South 88°26'07" East, 58.00 feet); 2) thence on an arc right having a length of 453.04 feet, a central angle of 69°49'15", a radius of 371.77 feet and a long chord which bears South 53°35'50" East, 425.52 feet; 3) thence South 18°52'49" East, 700.54 feet; 4) thence on an arc left having a length of 205.23 feet, a central angle of 20°46'30", a radius of 566.00 feet and a long chord which bears South 29°04'19" East, 204.10 feet to the Northwesterly Right-Of-Way of said Meadowbrook Drive; thence along said Right-of-Way South 43°35'33" West, 340.73 feet (recorded as South 43°42'58" West, 340.20 feet) to the Point of Beginning, containing 29.02 acres, more or less.

except for any portion of such land that is included in the parcel described in Article II of this Master Deed.

(hereinafter referred to as "contractable area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of buildings be less than one (1) and the number of Units be less than ten (10).

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to 6 years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE VIII

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. Certain areas adjacent to individual Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. Developer's Right to Construct Patios or Decks. The Developer reserves the right, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, to construct patios or decks on all or any portion or portions of the Convertible Areas. The precise number and location of the patios or decks which may be constructed shall be determined by Developer in its sole judgment but nothing herein contained shall obligate the Developer to construct any patios or decks whatever. The patios or decks shall be appurtenant to the Units which they serve. Any consideration paid by a Co-owner for the construction and assignment of a patio or deck shall inure solely to the benefit of Developer; provided that such consideration will be returned to the Co-owner if such assignment is not made.

Section 3. Co-owners' Right to Construct Patios. The Developer reserves the right, during the Construction and Sales Period, for individual Co-owners to construct and enclose patios containing not more than 200 square feet of area within the Convertible Area, subject to the prior written approval from the Developer of the architectural plans for such improvements. Any such improvements shall be completed by Co-owner prior to the time the Developer files as-built plans for the Condominium pursuant to the Act.

Section 4. 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, conversion or contraction in the Project pursuant to Articles VI, VII or VIII above 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 contraction 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 (or withdrawn from) 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 or the contractable area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractable area 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 City of Brighton. 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 VI, 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 rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X

RECREATIONAL FACILITIES

Section 1. Recreational Facility. The Developer intends to construct upon a portion of the area of future development described in Article VI hereof, a tennis court (hereinafter called the "Recreational Facilities") for the purpose of serving the Condominium as fully expanded and developed and to be specifically located as Developer deems appropriate. Developer shall not be obligated to commence construction of the recreational Facilities until sixty days after the sale and conveyance to individual purchasers of 60 Condominium Units in the Project. The design, layout and location of the Recreational Facilities have not been finalized. Final determination of the design, layout and location of the Recreational Facilities will be at the sole discretion of the Developer. In the event that Developer fails to sell and convey at least 60 Units in Woodridge Hills to individual purchasers within a period of three years from the date of recording this Master Deed, it may elect not to construct said Recreational Facilities, shall so notify each Co-owner and shall have no further obligation to any person to construct said Recreational Facility.

Section 2. Retention of Easements for Usage and Obligation for Support of Recreational Facilities. It is intended that the Recreational Facilities, if constructed, will be designed for the use of residential Unit occupants, not exceeding the occupants of 180 such residential Units. Such facilities may be utilized, as provided below, by the occupants of Units located in the land described in Article II hereof together within the area of future development described in Article VI hereof. Developer, therefore, reserves the right on behalf of itself, its successors and assigns as owner of any single-family or multi-family residential Unit for sale or for rent, owned by it, its successors or assigns, located in the land areas described in said Articles II or VI, to utilize the Recreational Facilities upon payment of a proportionate share of the expenses of repair, maintenance, operation and replacement of such facilities. The share of such expenses attributable to each such residential Unit shall be determined by multiplying the expenses of maintenance, repair, operation and replacement of the Recreational Facilities times a fraction, the numerator of which is one and the denominator of which is the number of completed dwelling units entitled to use and obligated to support such facility pursuant to this easement. The owner of more than one Unit shall pay the requisite share of such expenses attributable to each Unit so owned. Any right to utilize said facilities by any person other than the Developer and Co-owners of Woodridge Hills shall be created by a specific recorded instrument granting or assigning such right and expressly imposing upon the owner of such unit and his successors in title the obligation to bear the requisite proportionate share of such expenses. In no event, however, shall more than 180 units be entitled to use the Recreational Facilities. The expenses of repair, maintenance, operation and replacement of the Recreational Facilities shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair such facilities, supplies incident thereto, real and personal property taxes in connection therewith, and in general, all expenses reasonably necessary or incident to the operation, maintenance and repair of said facilities. The easement for the use of the Recreational Facilities hereunder shall also include a perpetual easement over Woodridge Hills for reasonable pedestrian and vehicular ingress and egress to and from said Recreational Facilities for the reasonable use thereof by all persons entitled to such use.

Section 3. Administration of Recreational Facilities. The Recreational Facilities shall be administered and maintained by the Woodridge Hills Association and all decisions relative to the administration and maintenance of the Recreational Facilities shall be governed by the following standards: (1) The Recreational Facilities shall be fairly administered. (2) An annual operating budget for said Recreational Facilities shall be prepared and all expenditures shall be consistent with said budget and subject to audit by all parties. (3) Said budget shall provide reasonable maintenance of the Recreational Facilities. (4) No additions to the Recreational Facilities nor termination of the use thereof shall occur without the consent of 75% of the parties entitled to the use thereof (5) Rules relating to the use of said facilities may be adopted by the Association but shall be equitable and nondiscriminatory as to all users. (6) Any easements of access reasonably necessary for utilization of the facilities by all entitled thereto shall be deemed to exist by reason hereof. (7) All disputes between parties entitled to the use of said facilities shall be subject to arbitration in accordance with the rules of the American Arbitration Association in effect at the time of the dispute. (8) The failure of any party to pay his required share of the costs of maintenance of said facilities shall operate to suspend the right of

said party to utilize said Recreational Facilities for so long as such costs shall remain unpaid (which remedy shall be in addition to all other remedies provided under the Condominium Documents or provided in any other instruments pertaining to the use of said facilities by any person or persons).

ARTICLE XI

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 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 Articles VI and VII or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Articles VI and 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 Articles VI and VII whose closest means of access to a public road 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 Articles VI and VII whose closest means of access to a public road is over such road.

(b) **Dedication to the Public.** The Developer reserves the right at any time during the Construction and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Woodridge Hills, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(c) **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 Articles VI and 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 Articles VI and 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 Articles VI and VII that are served by such mains.

(d) **Grant of Easements.** 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 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 Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to 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 or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

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, VI and VII 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.

ARTICLE XII 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.** Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments 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.** Prior to 1 year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in 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 and 80% of non-developer Co-owners.

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. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE XIII ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use 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 duly recorded in the office of the Oakland County Register of Deeds.

WITNESSES:

/s/ Carol A. Baugh
Carol A. Baugh

/s/ Donna Bosley Murray
Donna Bosley Murray

ADLER HOMES, INC., a Michigan corporation

By: /s/ Tom Adler
Tom Adler, President

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this 11th day of May, 1988, the foregoing Master Deed was acknowledged before me by Tom Adler, the President of Adler Homes, Inc., a Michigan corporation, on behalf of the corporation.

Master Deed drafted by:

Gregory J. Gamalski of
Dykema Gossett
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

/s/ Carol A. Baugh
Carol A. Baugh

Notary Public, Livingston County, Michigan
My commission expires: 6-6-89

When recorded, return to drafter

When recorded, return to drafter

SECOND AMENDMENT TO MASTER DEED OF WOODRIDGE HILLS

Adler Homes, Inc., a Michigan corporation whose address is 719 East Grand River, Brighton, Michigan 48116, being the Developer of Woodridge Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded on June 14, 1988, in Liber 1286, Pages 316 through 358 and re-recorded on June 16, 1988 in Liber 1287, Pages 5 through 47, First Amendment to Master Deed recorded on August 22, 1988, in Liber 1299, Pages 348 through 349, Livingston County Records, and known as Livingston County Condominium Subdivision Plan No. 13, hereby amends the Master Deed of Woodridge Hills pursuant to the authority reserved in Article VI, Section 2 thereof for the purposes of enlarging the Condominium Project from 10 Units to 26 Units by the addition of the land described in paragraph 1 below and reallocating percentages of value set forth in Article V, Section 3 of said Master Deed. Upon the recording of this Amendment in the office of the Livingston County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

A part of the Southeast 1/4 and the Southwest 1/4 of Section 31, T2N-R6E, City of Brighton, Livingston County, Michigan described as follows: Commencing at the South 1/4 Corner of said Section 31; thence along the South line of said Section North 87°30'12" West (recorded as North 88°18'19" West) 88.84 feet to the Northwesterly Right-Of-Way of Meadowbrook Drive (66 feet wide); thence North 87°30'12" West, 1130.88 feet; thence North 01°35'19" East, 722.75 feet to the Southwest Corner of "Woodlake Village No. 1" (recorded in Liber 22, Pages 36-38); thence along the Southerly line of said Subdivision South 88°26'07" East, 340.13 feet (recorded as 340.00 feet); thence along the Easterly line of said Subdivision North 01°27'34" East, 454.94 feet (recorded as North 01°33'53" East, 455.00 feet); thence along the Southerly line of said Subdivision South 88°30'37" East, 263.52 feet (recorded as South 88°26'07" East, 264.00 feet); thence along the Easterly line of said Subdivision North 01°31'52" East, 131.69 feet (recorded as N 01°33'53" East, 132.00 feet) to the Southerly Right-Of-Way of "Oak Ridge Drive" (66 feet wide); thence along said Right-Of-Way for the next three (3) courses; 1) South 88°31'40" East, 57.84 feet (recorded as South 88°26'07" East 58.00 feet); 2) thence on an arc right having a length of 453.04 feet, a central angle of 69°49'15", a radius of 371.77 feet and a long chord which bears South 53°35'50" East, 425.52 feet; 3) thence South 18°52'49" East, 138.15 feet to the Point of Beginning of the parcel to be described; thence continuing along said Right-Of-Way South 18°52'49" East, 222.19 feet; thence South 81°19'11" West, 177.16 feet; thence South 69°07'54" West, 284.90 feet; thence North 12°56'14" West, 247.16 feet; thence North 77°03'46" East, 435.84 feet to the Point of Beginning containing 2.29 acres, more or less.

2. Amended Article V, Section 3 of the Master Deed of Woodridge Hills, as set forth below, shall replace and supersede Article V, Section 3 of the Master Deed as originally recorded, and the originally recorded Article V, Section 3 shall be of no further force or effect.

AMENDED ARTICLE V, SECTION 3 OF THE MASTER DEED OF WOODRIDGE HILLS

ARTICLE V

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative sales price of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. Percentage of Value Assignment. Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each Unit.

| <u>Unit Number</u> | <u>Percentage of Value Assigned</u> |
|------------------------|---|
| 111 | 3.86 |
| 112 | 3.57 |
| 113 | 3.73 |
| 114 | 3.57 |
| 115 | 3.57 |
| 116 | 3.86 |
| 117 | 3.86 |
| 118 | 3.57 |
| 119 | 3.73 |
| 120 | 3.86 |
| 121 | 4.17 |
| 122 | 4.17 |
| 123 | 4.17 |
| 124 | 4.17 |
| 125 | 4.17 |
| 126 | 4.17 |
| 127 | 4.17 |
| 128 | 4.17 |
| 129 | 3.86 |
| 130 | 3.57 |
| 131 | 3.57 |
| 132 | 3.73 |
| 133 | 3.73 |
| 134 | 3.57 |
| 135 | 3.57 |
| 136 | 3.86 |

3. Amended Sheets 1, 2, 3, 4, 5, 6 and 7 of the Condominium Subdivision Plan of Woodridge Hills, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 6 and 7 of the Condominium Subdivision Plan of Woodridge Hills as originally recorded, and the originally recorded Sheets 1, 2, 3, 4, 5, 6 and 7 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

4. Sheets 8 and 9 of the Condominium Subdivision Plan of Woodridge Hills, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Woodridge Hills, as amended.

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

Dated this 25th day of August, 1988.

WITNESSES:

/s/ Donna L. Bosley Murray

Donna L. Bosley Murray

/s/ Dora L. Silvis

Dora L. Silvis

ADLER HOMES, INC., a Michigan corporation

By: /s/ Tom Adler

Tom Adler
Its: President

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Second Amendment to Master Deed of Woodridge Hills was acknowledged before me this 25th day of August, 1988, by Tom Adler the President of Adler Homes, Inc., a Michigan corporation on behalf of the corporation.

/s/ Donna L. Bosley Murray

Donna L. Bosley Murray

Notary Public, Livingston County, Michigan
My commission expires: May 31, 1992

Second Amendment to Master Deed drafted by:

Gregory J. Gamalski of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter.

THIRD AMENDMENT TO MASTER DEED OF WOODRIDGE HILLS

Adler Homes, Inc., a Michigan corporation whose address is 719 East Grand River, Brighton, Michigan 48116, being the Developer of Woodridge Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded on June 14, 1988, in Liber 1286, Pages 316 through 358 and re-recorded on June 16, 1988 in Liber 1287, Pages 5 through 47; First Amendment to Master Deed recorded on August 22, 1988, in Liber 1299, Pages 348 through 349; Second Amendment to Master Deed recorded on August 26, 1988, in Liber 1300, Pages 745 through 757, Livingston County Records, and known as Livingston County Condominium Subdivision Plan No. 13, hereby amends the Master Deed of Woodridge Hills pursuant to the authority reserved in Article VI, Section 2 thereof for the purposes of enlarging the Condominium Project from 26 Units to 34 Units by the addition of the land described in paragraph 1 below and reallocating percentages of value set forth in Article V Section 3 of said Master Deed. Upon the recording of this Amendment in the office of the Livingston County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

A part of the Southeast 1/4 of the Southwest 1/4 of Section 31, Town 2 North, Range 6 East, City of Brighton, Livingston County, Michigan described as follows: Commencing at the South 1/4 corner of said Section 31; thence along the South line of said Section North 87°30'12" West (recorded as North 88°18'19" West) 88.84 feet to the Northwestern Right-Of-Way of Meadowbrook Drive (66 feet wide); thence North 87°30'12" West, 1130.88 feet; thence North 01°35'19" East, 722.75 feet to the Southwest Corner of "Woodlake Village No. 1" (recorded in Liber 22, Pages 36-38); thence along the Southerly line of said Subdivision South 88°26'07" East, 340.13 feet (recorded as 340.00 feet); thence along the Easterly line of said Subdivision North 01°27'34" East, 454.94 feet (recorded as North 01°33'53" East, 455.00 feet); thence along the Southerly line of said Subdivision South 88°30'37" East, 263.52 feet (recorded as South 88°26'07" East, 264.00 feet); thence along the Easterly line of said Subdivision North 01°31'52" East, 131.69 feet (recorded as North 01°33'53" East, 132.00 feet) to the Southerly Right-Of-Way of "Oak Ridge Drive" (66 feet wide); thence along said Right-Of-Way for the next two (2) courses; 1) South 88°31'40" East, 57.84 feet (recorded as South 88°26'07" East, 58.00 feet); 2) thence on an arc right having a length of 390.18 feet; a central angle of 60°07'58", a radius of 371.77 feet and a long chord which bears South 58°26'29" East, 372.52 feet; thence South 77°03'46" West, 331.81 feet; thence on an arc left having a length of 80.51 feet; a central angle of 23°53'59", a radius of 193.00 feet and a long chord which bears South 65°06'46" West, 79.92 feet to the Point of Beginning of the Parcel to be described; thence South 12°56'14" East, 429.74 feet; thence South 69°07'54" West, 105.10 feet; thence South 20°52'06" East, 49.13 feet; thence South 62°01'06" West, 99.78 feet; thence on an arc right having a length of 21.10 feet; a central angle of 08°13'28", a radius of 147.00 feet and a long chord which bears North 82°24'30" West, 21.08 feet; thence North 27°58'54" West, 284.40 feet; thence North 62°01'06" East, 167.51 feet; thence on an arc right having a length of 100.13 feet; a central angle of 16°15'08", a radius of 353.00 feet and a long chord which bears North 03°07'35" East, 99.80 feet; thence on an arc right having a length of 141.17 feet; a central angle of 41°54'38", a radius of 193.00 feet and a long chord which bears North 32°12'28" East, 138.05 feet to the Point of Beginning, containing 1.99 acres, more or less.

2. Second Amended Article V, Section 3 of the Master Deed of Woodridge Hills, as set forth below, shall replace and supersede the First Amended Article V, Section 3 of the Master Deed as recorded, and the First Amended Article V, Section 3 shall be of no further force or effect.

SECOND AMENDED ARTICLE V, SECTION 3 OF THE MASTER DEED OF
WOODRIDGE HILLS

ARTICLE V

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative sales prices of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. **Percentage of Value Assignment.** Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each Unit.

| <u>Unit Number</u> | <u>Percentage of Value Assigned</u> |
|------------------------|---|
| 79 | 3.34 |
| 80 | 2.98 |
| 81 | 3.11 |
| 82 | 3.45 |
| 83 | 3.45 |
| 84 | 3.11 |
| 85 | 2.98 |
| 86 | 3.34 |
| 111 | 3.34 |
| 112 | 2.98 |
| 113 | 3.11 |
| 114 | 2.98 |
| 115 | 2.98 |
| 116 | 3.34 |
| 117 | 3.34 |
| 118 | 2.98 |
| 119 | 3.11 |
| 120 | 3.34 |
| 121 | 2.24 |
| 122 | 2.24 |
| 123 | 2.24 |
| 124 | 2.24 |
| 125 | 2.24 |
| 126 | 2.24 |
| 127 | 2.24 |
| 128 | 2.24 |
| 129 | 3.34 |
| 130 | 2.98 |
| 131 | 2.98 |
| 132 | 3.11 |
| 133 | 3.11 |
| 134 | 2.98 |
| 135 | 2.98 |
| 136 | 3.34 |

3. Amended Sheets 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium Subdivision Plan of Woodridge Hills, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium Subdivision Plan of Woodridge Hills as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 3, 4, 5, 6, 7 and 8 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

4. Sheets 10 and 11 of the Condominium Subdivision Plan of Woodridge Hills, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Woodridge Hills, as amended.

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

Dated this 9th day of February, 1989.

WITNESSES:

ADLER HOMES, INC., a Michigan Corporation

/s/ Donna Bosley Murray
Donna Bosley Murray

By: /s/ Tom Adler
Tom Adler, President

/s/ Renee' Adamski
Renee' Adamski

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Third Amendment to Master Deed of Woodridge Hills was acknowledged before me this 9th day of February, 1989, by Tom Adler the President of Adler Homes, Inc., a Michigan corporation on behalf of the corporation.

/s/ Donna Bosley Murray
Donna Bosley Murray
Notary Public, Livingston County, Michigan
My commission expires: 5/31/92

Third Amendment to Master Deed drafted by:

Gregory J. Gamalski of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter.

FOURTH AMENDMENT TO MASTER DEED OF WOODRIDGE HILLS

Adler Homes, Inc., whose address is 719 East Grand River, Brighton, Michigan 48116, being the Developer of Woodridge Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded on June 14, 1988, in Liber 1286, Pages 316 through 358 and re-recorded on June 16, 1988, in Liber 1287, Pages 5 through 47; First Amendment to Master Deed recorded on August 22, 1988, in Liber 1299, Pages 348 through 349; Second Amendment to Master Deed recorded on August 26, 1988, in Liber 1300, Pages 745 through 757; Third Amendment to Master Deed recorded on March 1, 1989, in Liber 1330, Pages 883 through 895, Livingston County Records, and known as Livingston County Condominium Subdivision Plan No. 13, hereby amends the Master Deed of Woodridge Hills pursuant to the authority reserved in Article XII and Article VIII, Section 2, thereof for the purposes of correcting surveyor errors, enlarging the Condominium Project from 34 Units to 42 by the addition of the land described in paragraph 2 below, reallocating percentages of value set forth in Article V, Section 3 of said Master Deed and clarifying maintenance responsibilities. Upon the recording of this Amendment in the office of the Livingston County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. Article IV, Section 2(a) and Sections 3(a) of the Woodridge Hills Master Deed as set forth below shall replace and supersede Article IV, Sections 2(a) and Section 3(a) as originally recorded.

AMENDED ARTICLE IV, SECTION 2

(a) **Balconies, Decks or Patios.** Each individual balcony, deck or patio, if any, in the Project is restricted in use to the Co-owner of the Unit which opens onto such balcony, deck or patio as shown on Exhibit B hereto.

AMENDED ARTICLE IV, SECTION 3

(a) **Balconies, Decks or Patios.** The costs of maintenance and decoration of each balcony, deck or patio described in Article IV, Section 2(a) above shall be borne by the Co-owner of the Unit which opens onto such balcony, deck or patio (but not the costs of repair and replacement, which shall be the responsibility of the Association).

2. The following land shall be added to the Condominium Project by this Amendment:

A part of the Southeast 1/4 and the Southwest 1/4 of Section 31, Town 2 North, Range 6 East, City of Brighton, Livingston County, Michigan described as follows: Commencing at the South 1/4 corner of said Section 31; thence along the South line of said Section North 87°30'12" West (recorded as North 88°18'19" West) 88.84 feet to the Northwesterly Right-Of-Way of Meadowbrook Drive (66 feet wide); thence North 87°30'12" West, 1130.88 feet; thence North 01°35'19" East 722.75 feet to the Southwest corner of "Woodlake Village No. 1" (recorded in Liber 22, Pages 36-38); thence along the Southerly line of said Subdivision South 88°26'07" East, 340.13 feet (recorded as 340.00 feet) to the Point of Beginning of the Parcel to be described; thence along the Easterly line of said Subdivision North 01°27'34" East, 341.98 feet (recorded as North 01°33'53" East); thence South 88°30'36" East, 71.84 feet; thence on an arc right having a length of 118.33 feet, a central angle of 10°34'12", a radius of 641.41 feet and a long chord which bears South 83°13'31" East, 118.16 feet; thence South 77°56'25" East, 28.49 feet; thence on an arc right having a length of 64.36 feet, a central angle of 31°05'00", a radius of 118.64 feet and a long chord which bears South 62°23'55" East, 63.58 feet; thence on an arc left having a length of 169.89 feet, a central angle of 50°26'05", a radius of 193.00 feet and a long chord which bears South 36°28'11" West, 164.46 feet; thence on an arc left having a length of 100.13 feet; a central angle of 16°15'08", a radius of 353.00 feet and a long chord which bears South 03°07'35" West, 99.80 feet; thence South 62°01'06" West, 167.51 feet; thence North 57°20'22" West, 36.75 feet to the Point of Beginning, containing 1.48 acres, more or less.

3. Third Amended Article V, Section 3 of the Master Deed of Woodridge Hills, as set forth below, shall replace and supersede the Second Amended Article V, Section 3 of the Master Deed as recorded, and the Second Amended Article V, Section 3 shall be of no further force or effect.

THIRD AMENDED ARTICLE V, SECTION 3 OF THE MASTER DEED OF
WOODRIDGE HILLS

ARTICLE V

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative sales prices of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. **Percentage of Value Assignment.** Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each Unit.

| <u>Unit Number</u> | <u>Percentage of Value Assigned</u> |
|------------------------|---|
| 79 | 2.68 |
| 80 | 2.36 |
| 81 | 2.47 |
| 82 | 2.74 |
| 83 | 2.74 |
| 84 | 2.47 |
| 85 | 2.36 |
| 86 | 2.68 |
| 87 | 2.68 |
| 88 | 2.36 |
| 89 | 2.47 |
| 90 | 2.74 |
| 91 | 2.74 |
| 92 | 2.47 |
| 93 | 2.36 |
| 94 | 2.68 |
| 111 | 2.68 |
| 112 | 2.36 |
| 113 | 2.47 |
| 114 | 2.36 |
| 115 | 2.36 |
| 116 | 2.68 |
| 117 | 2.68 |
| 118 | 2.36 |
| 119 | 2.47 |
| 120 | 2.68 |
| 121 | 1.77 |
| 122 | 1.77 |
| 123 | 1.77 |
| 124 | 1.77 |
| 125 | 1.77 |
| 126 | 1.77 |
| 127 | 1.77 |
| 128 | 1.77 |
| 129 | 2.68 |
| 130 | 2.36 |

| | |
|-----|------|
| 131 | 2.36 |
| 132 | 2.47 |
| 133 | 2.47 |
| 134 | 2.36 |
| 135 | 2.36 |
| 136 | 2.68 |

4. Amended Sheets 1, 2, 3, 4, 5, 6 and 7 of the Condominium Subdivision Plan of Woodridge Hills, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 6 and 7 of the Condominium Subdivision Plan of Woodridge Hills as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 3, 4, 5, 6 and 7 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

5. Sheets 12 and 13 of the Condominium Subdivision Plan of Woodridge Hills, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Woodridge Hills, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Woodridge Hills, as heretofore amended, 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/ Donna Bosley Murray
Donna Bosley Murray

ADLER HOMES, INC., a Michigan corporation

By: /s/ Tom Adler
Tom Adler, President

/s/ Renee' Adamski
Renee' Adamski

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Fourth Amendment to Master Deed of Woodridge Hills was acknowledged before me this 24th day of March, 1989, by Tom Adler the President of Adler Homes, Inc., a Michigan corporation, on behalf of the corporation.

/s/ Donna Bosley Murray
Donna Bosley Murray

Notary Public, Livingston County, Michigan
My commission expires: May 31, 1992

Fourth Amendment to Master Deed drafted by:

Gregory J. Gamalski of
Dykema, Gossett, Spencer, Goodnow & Trigg
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter.

FIFTH AMENDMENT TO MASTER DEED OF WOODRIDGE HILLS

Adler Homes, Inc., whose address is 719 East Grand River, Brighton, Michigan 48116, being the Developer of Woodridge Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded on June 14, 1988, in Liber 1286, Pages 316 through 358, and re-recorded on June 16, 1988, in Liber 1287, Pages 5 through 47; First Amendment to Master Deed recorded on August 22, 1988, in Liber 1299, Pages 348 through 349; Second Amendment to Master Deed recorded on August 26, 1988, in Liber 1300, Pages 745 through 757; Third Amendment to Master Deed recorded on March 1, 1989, in Liber 1330, Pages 883 through 895; Fourth Amendment to Master Deed recorded on April 26, 1989, in Liber 1339, Pages 717 through 728, Livingston County Records, and known as Livingston County Condominium Subdivision Plan No. 13, hereby amends the Master Deed of Woodridge Hills pursuant to the authority reserved in Article VI, Section 3 thereof for the purpose of enlarging the Condominium Project from 42 Units to 50 Units by the addition of the land described in paragraph 1 below and reallocating percentages of value set forth in Article V, Section 3 of said Master Deed. Upon the recording of this Amendment in the office of the Livingston County Register of Deeds, said Master Deed and Exhibit A thereto shall be amended in the following manner:

1. Article III, Section 9 of the Woodridge Hills Master Deed as set forth below shall replace and supersede Article III, Section 9 as originally recorded.

AMENDED ARTICLE III, SECTION 9

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Woodridge Hills as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, 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 Livingston County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

2. The following land shall be added to the Condominium Project by this Amendment:

A part of the Southeast 1/4 and the Southwest 1/4 of Section 31, Town 2 North, Range 6 East, City of Brighton, Livingston County, Michigan described as follows: Commencing at the South 1/4 corner of said Section 31; thence along the South line of said Section North 87°30'12" West (recorded as North 88°18'19" West) 88.84 feet to the Northwestern Right-Of-Way of Meadowbrook Drive (66 feet wide); thence North 87°30'12" West, 1130.88 feet; thence North 01°35'19" East, 7722.75 feet to the Southwest corner of "Woodlake Village No. 1" (recorded in Liber 22, Pages 36-38); thence along the Southerly line of said Subdivision South 88°26'07" East, 340.13 feet (recorded as 340.00 feet); thence along the Easterly line of said Subdivision North 01°27'34" East, (recorded as North 01°33'53" East), 341.98 feet to the Point of Beginning of the Parcel to be described; thence continuing North 01°27'34" East along said Easterly line 112.95 feet; thence along the Southerly line of said Subdivision South 88°30'37" East, 263.52 feet (recorded as South 88°26'07" East, 264.00 feet); thence South 38°58'32" East, 164.67 feet; thence South 77°03'46" West, 49.46 feet; thence on an arc left having a length of 51.79 feet, a central angle of 15°22'32", a radius of 193.00 feet and a long chord which bears South 69°22'30" West, 51.64 feet; thence on an arc left having a length of 64.36 feet, a central angle of 31°05'00", a radius of 118.64 feet and a long chord which bears North 62°23'55" West, 63.58 feet; thence North 77°56'25" West, 28.49 feet; thence on an arc left having a length of 118.33 feet, a central angle of 10°34'12", a radius of 641.41 feet and a long chord which bears North 83°13'31" West, 118.16 feet; thence North 88°30'36" West, 71.84 feet to the Point of Beginning, containing 0.92 acres, more or less.

3. Fourth Amended Article V, Section 3 of the Master Deed of Woodridge Hills, as set forth below, shall replace and supersede the Third Amended Article V, Section 3 of the Master Deed as recorded, and the Third Amended Article V, Section 3 shall be of no further force or effect.

**FOURTH AMENDED ARTICLE V, SECTION 3 OF THE MASTER DEED OF
WOODRIDGE HILLS**

ARTICLE V

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative sales prices of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. Percentage of Value Assignment. Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each Unit.

| <u>Unit Number</u> | <u>Percentage of Value Assigned</u> |
|------------------------|---|
| 79 | 2.22 |
| 80 | 1.97 |
| 81 | 2.04 |
| 82 | 2.27 |
| 83 | 2.27 |
| 84 | 2.04 |
| 85 | 1.97 |
| 86 | 2.22 |
| 87 | 2.22 |
| 88 | 1.97 |
| 89 | 2.04 |
| 90 | 2.27 |
| 91 | 2.27 |
| 92 | 2.04 |
| 93 | 1.97 |
| 94 | 2.22 |
| 95 | 2.22 |
| 96 | 1.97 |
| 97 | 2.04 |
| 98 | 2.27 |
| 99 | 2.27 |
| 100 | 2.04 |
| 101 | 1.97 |
| 102 | 2.22 |
| 111 | 2.22 |
| 112 | 1.97 |
| 113 | 2.04 |
| 114 | 1.97 |
| 115 | 1.97 |
| 116 | 2.22 |
| 117 | 2.22 |
| 118 | 1.97 |

| | |
|-----|------|
| 119 | 2.04 |
| 120 | 2.22 |
| 121 | 1.47 |
| 122 | 1.47 |
| 123 | 1.47 |
| 124 | 1.47 |
| 125 | 1.47 |
| 126 | 1.47 |
| 127 | 1.47 |
| 128 | 1.47 |
| 129 | 2.22 |
| 130 | 1.97 |
| 131 | 1.97 |
| 132 | 2.04 |
| 133 | 2.04 |
| 134 | 1.97 |
| 135 | 1.97 |
| 136 | 2.22 |

4. Amended Sheets 1, 2, 3, 4, 5, 6, 7, 10, 11, 12 and 13 of the Condominium Subdivision Plan of Woodridge Hills, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 6, 7, 10, 11, 12 and 13 of the Condominium Subdivision Plan of Woodridge Hills as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 3, 4, 5, 6, 7, 10, 11, 12 and 13 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

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

Dated this 10th day of May, 1989.

WITNESSES:

ADLER HOMES, INC., a Michigan corporation

/s/ Donna Bosley Murray

Donna Bosley Murray

By: /s/ Tom Adler

Tom Adler

/s/ Renee Adamski

Renee Adamski

STATE OF MICHIGAN)

) SS.

COUNTY OF)

The foregoing Fifth Amendment to Master Deed of Woodridge Hills was acknowledged before me this 10th day of May, 1989, by Tom Adler the President of Adler Homes, Inc., a Michigan corporation, on behalf of the corporation.

/s/ Donna Bosley Murray

Donna Bosley Murray

Notary Public, Livingston County, Michigan

My commission expires: May 31, 1992

Fifth Amendment to Master Deed drafted by:

Gregory J. Gamalski of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter.

SIXTH AMENDMENT TO MASTER DEED OF WOODRIDGE HILLS

Adler Homes, Inc., a Michigan corporation whose address is 719 East Grand River, Brighton, Michigan 48116, being the Developer of Woodridge Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded on June 14, 1988, in Liber 1286, Pages 316 through 358 and re-recorded on June 16, 1988, in Liber 1287, Pages 5 through 47; First Amendment to Master Deed recorded on August 22, 1988, in Liber 1299, Pages 348 through 349; Second Amendment to Master Deed recorded on August 26, 1988, in Liber 1300, Pages 745 through 757; Third Amendment to Master Deed recorded on March 1, 1989, in Liber 1330, Pages 883 through 895; Fourth Amendment to Master Deed recorded on April 26, 1989, in Liber 1339, Pages 717 through 728; Fifth Amendment to Master Deed recorded on May 23, 1989, in Liber 1344, Pages 689 through 702, Livingston County Records, and known as Livingston County Condominium Subdivision Plan No. 13, hereby amends the Master Deed of Woodridge Hills pursuant to the authority reserved in Article VI, Section 2 thereof for the purpose of enlarging the Condominium Project from 50 Units to 57 Units by the addition of the land described in paragraph 1 below and reallocating percentages of value set forth in Article V, Section 3 of said Master Deed. Upon the recording of this Amendment in the office of the Livingston County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

A part of the Southeast 1/4 and the Southwest 1/4 of Section 31, Town 2 North, Range 6 East, City of Brighton, Livingston County, Michigan, described as follows: Commencing at the South 1/4 corner of said Section 31; thence along the South line of said Section North 87°30'12" West (recorded as North 88°18'19" West) 88.84 feet to the Northwestern Right-Of-Way of Meadowbrook Drive (66 feet wide); thence North 87°30'12" West, 1130.88 feet; thence North 01°35'19" East 722.75 feet to the Southwest Corner of "Woodlake Village No. 1" (recorded in Liber 22, Pages 36-38); thence along the Southerly line of said Subdivision South 88°26'07" East, 340.13 feet (recorded as 340.00 feet); thence along the Easterly line of said Subdivision North 01°27'34" East, 454.94 feet (recorded as North 01°33'53" East, 455.00 feet); thence along the Southerly line of said Subdivision South 88°30'37" East, 263.52 feet (recorded as South 88°26'07" East, 264.00 feet) to the Point of Beginning of the Parcel to be described; thence along the Easterly line of said Subdivision North 01°31'52" East, 131.69 feet (recorded as North 01°33'53" East, 132.00 feet) to the Southerly Right-Of-Way of "Oak Ridge Drive" (66 feet wide); thence along said Right-Of-Way for the next two (2) courses; 1) South 88°31'40" East, 57.84 feet (recorded as South 88°26'07" East, 58.00 feet); 2) Southeasterly on an arc right having a length of 390.18 feet, a central angle of 60°07'58", a radius of 371.77 feet and a long chord which bears South 58°26'29" East, 372.52 feet; thence South 77°03'46" West, 282.35 feet; thence North 38°58'32" West, 164.67 feet to the Point of Beginning, containing 1.47 acres, more or less.

2. Fifth Amended Article V, Section 3 of the Master Deed of Woodridge Hills, as set forth below, shall replace and supersede the Fourth Amended Article V, Section 3 of the Master Deed as recorded, and the Fourth Amended Article V, Section 3 shall be of no further force or effect.

FIFTH AMENDED ARTICLE V, SECTION 3 OF THE MASTER DEED OF WOODRIDGE HILLS

ARTICLE V

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative sales prices of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. Percentage of Value Assignment. Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each Unit.

| <u>Unit Number</u> | <u>Percentage of Value Assigned</u> |
|------------------------|---|
| 79 | 1.925 |
| 80 | 1.703 |
| 81 | 1.776 |
| 82 | 1.952 |
| 83 | 1.952 |
| 84 | 1.776 |
| 85 | 1.703 |
| 86 | 1.925 |
| 87 | 1.925 |
| 88 | 1.703 |
| 89 | 1.776 |
| 90 | 1.952 |
| 91 | 1.952 |
| 92 | 1.776 |
| 93 | 1.703 |
| 94 | 1.925 |
| 95 | 1.925 |
| 96 | 1.703 |
| 97 | 1.776 |
| 98 | 1.952 |
| 99 | 1.952 |
| 100 | 1.776 |
| 101 | 1.703 |
| 102 | 1.925 |
| 103 | 1.925 |
| 104 | 1.952 |
| 105 | 1.952 |
| 106 | 1.925 |
| 107 | 1.776 |
| 108 | 1.952 |
| 109 | 1.952 |
| 110 | intentionally deleted |
| 111 | 1.925 |
| 112 | 1.703 |
| 113 | 1.776 |
| 114 | 1.703 |
| 115 | 1.703 |
| 116 | 1.925 |
| 117 | 1.925 |
| 118 | 1.703 |
| 119 | 1.776 |
| 120 | 1.925 |
| 121 | 1.269 |
| 122 | 1.269 |
| 123 | 1.269 |
| 124 | 1.269 |

| | |
|-----|-------|
| 125 | 1.269 |
| 126 | 1.269 |
| 127 | 1.269 |
| 128 | 1.269 |
| 129 | 1.925 |
| 130 | 1.703 |
| 131 | 1.703 |
| 132 | 1.776 |
| 133 | 1.776 |
| 134 | 1.703 |
| 135 | 1.703 |
| 136 | 1.925 |

3. Amended Sheets 1, 2, 3, 4, 5, 7, 12 and 13 of the Condominium Subdivision Plan of Woodridge Hills, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 7, 12 and 13 of the Condominium Subdivision Plan of Woodridge Hills as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 3, 4, 5, 7, 12 and 13 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

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

Dated this 6th day of June, 1989.

WITNESSES:

ADLER HOMES, INC., a Michigan corporation

/s/ Donna Bosley Murray

Donna Bosley Murray

By: /s/ Tom Adler

Tom Adler

/s/ Renee Marie Adamski

Renee Marie Adamski

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Sixth Amendment to Master Deed of Woodridge Hills was acknowledged before me this 6th day of June, 1989, by Tom Adler the President of Adler Homes, Inc., a Michigan corporation, on behalf of the corporation.

/s/ Donna Bosley Murray

Donna Bosley Murray

Notary Public, Livingston County, Michigan
My commission expires: May 31, 1992

Sixth Amendment to Master Deed drafted by:

Gregory J. Gamalski of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter.

SEVENTH AMENDMENT TO MASTER DEED OF WOODRIDGE HILLS

Adler Homes, Inc., a Michigan, whose address is 719 East Grand River, Brighton, Michigan 48116, being the Developer of Woodridge Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded on June 14, 1988, in Liber 1286, Pages 316 through 358 and re-recorded on June 16, 1988, in Liber 1287, Pages 5 through 47; First Amendment to Master Deed recorded on August 22, 1988, in Liber 1299, Pages 348 through 349; Second Amendment to Master Deed recorded on August 26, 1988, in Liber 1300, Pages 745 through 757; Third Amendment to Master Deed recorded on March 1, 1989, in Liber 1330, Pages 883 through 895; Fourth Amendment to Master Deed recorded on April 26, 1989 in Liber 1339, Pages 717 through 728; Fifth Amendment to Master Deed recorded on May 23, 1989, in Liber 1344, Pages 689 through 702; Sixth Amendment to Master Deed recorded on June 23, 1989, in Liber 1350, Pages 518 through 528, Livingston County Records, and known as Livingston County Condominium Subdivision Plan No. 13, hereby amends the Master Deed of Woodridge Hills pursuant to the authority reserved in Article VI, Section 2 thereof for the purposes of enlarging the Condominium Project from 57 Units to 77 Units by the addition of the land described in paragraph 1 below and reallocating percentages of value set forth in Article V, Section 3 of said Master Deed. Upon the recording of this Amendment in the office of the Livingston County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

A part of the Southwest 1/4 and Southeast 1/4 of Section 31, Town 2 North, Range 6 East, City of Brighton, Livingston County, Michigan, described as follows: Commencing at the South 1/4 corner of Section 31; thence along the South line of said Section North 87°30'12" West (recorded as North 88°18'19" West) 88.84 feet to the Northwesternly Right-Of-Way of Meadowbrook Drive (66 feet wide); thence North 87°30'12" West, 1130.88 feet; thence North 01°35'19" East, 722.75 feet to the Southwest corner of "Woodlake Village No. 1" (recorded in Liber 22, Pages 36-38); thence along the Southerly line of said Subdivision South 88°26'07" East, 340.13 feet (recorded as 340.00 feet); thence South 57°20'22" East, 36.75 feet; thence South 27°58'54" East, 284.40 feet; thence on an arc left having a length of 21.10 feet, a central angle of 08°13'28", a radius of 147.00 feet and a long chord which bears South 82°24'30" East, 21.08 feet; thence North 62°01'06" East, 99.78 feet to the point of beginning of the parcel to be described; thence North 20°52'06" West, 49.13 feet; thence North 69°07'54" East, 390.00 feet; thence North 81°19'11" East, 76.39 feet; thence South 19°29'44" East, 27.65 feet; thence on an arc right having a length of 124.02 feet, a central angle of 20°00'00", a radius of 355.28 feet and a long chord which bears South 09°29'44" East 123.39 feet; thence on an arc left having a length of 113.54 feet, a central angle of 20°00'00", a radius of 325.28 feet and a long chord which bears South 09°29'44" East, 112.97 feet; thence South 19°29'44" East, 104.31 feet; thence North 68°00'16" East, 136.51 feet to the Westerly Right-Of-Way of Oak Ridge Drive (66 feet wide); thence South 18°52'49" East along said Right-Of-Way, 0.31 feet; thence continuing along said Right-Of-Way on an arc left having a length of 65.73 feet, a central angle of 06°39'13", a radius of 566.00 feet and a chord which bears South 22°00'40" East, 65.69 feet; thence South 68°00'16" West, 253.96 feet; thence on an arc right having a length of 466.01 feet, a central angle of 91°07'38", a radius of 293.00 feet and a long chord which bears North 66°25'55" West, 418.42 feet; thence North 20°52'06" West, 106.00 feet to the point of beginning, containing 4.23 acres, more or less.

2. Sixth Amended Article V, Section 3 of the Master Deed of Woodridge Hills, as set forth below, shall replace and supersede the Fifth Amended Article V, Section 3 of the Master Deed as recorded, and the Fifth Amended Article V, Section 3 shall be of no further force or effect.

**SIXTH AMENDED ARTICLE V, SECTION 3 OF THE MASTER DEED OF
WOODRIDGE HILLS**

ARTICLE V

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative sales prices of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. Percentage of Value Assignment. Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each Unit.

| <u>Unit Number</u> | <u>Percentages of Value</u> |
|------------------------|---------------------------------|
| 79 | 1.392 |
| 80 | 1.232 |
| 81 | 1.285 |
| 82 | 1.413 |
| 83 | 1.413 |
| 84 | 1.285 |
| 85 | 1.232 |
| 86 | 1.392 |
| 87 | 1.392 |
| 88 | 1.232 |
| 89 | 1.285 |
| 90 | 1.413 |
| 91 | 1.413 |
| 92 | 1.285 |
| 93 | 1.232 |
| 94 | 1.392 |
| 95 | 1.392 |
| 96 | 1.232 |
| 97 | 1.285 |
| 98 | 1.413 |
| 99 | 1.413 |
| 100 | 1.285 |
| 101 | 1.232 |
| 102 | 1.392 |
| 103 | 1.392 |
| 104 | 1.413 |
| 105 | 1.413 |
| 106 | 1.392 |
| 107 | 1.285 |
| 108 | 1.413 |
| 109 | 1.413 |
| 110 | intentionally deleted |
| 111 | 1.392 |
| 112 | 1.232 |

VALUE
CLASSES / TYPES

1.392
1.232
1.285
1.413
1.917

| | |
|-----|-------|
| 113 | 1.285 |
| 114 | 1.232 |
| 115 | 1.232 |
| 116 | 1.392 |
| 117 | 1.392 |
| 118 | 1.232 |
| 119 | 1.285 |
| 120 | 1.392 |
| 121 | .917 |
| 122 | .917 |
| 123 | .917 |
| 124 | .917 |
| 125 | .917 |
| 126 | .917 |
| 127 | .917 |
| 128 | .917 |
| 129 | 1.392 |
| 130 | 1.232 |
| 131 | 1.232 |
| 132 | 1.285 |
| 133 | 1.285 |
| 134 | 1.232 |
| 135 | 1.232 |
| 136 | 1.392 |
| 137 | 1.428 |
| 138 | 1.428 |
| 139 | 1.413 |
| 140 | 1.413 |
| 141 | 1.428 |
| 142 | 1.428 |
| 143 | 1.392 |
| 144 | 1.428 |
| 145 | 1.413 |
| 154 | 1.428 |
| 155 | 1.428 |
| 156 | 1.285 |
| 157 | 1.285 |
| 158 | 1.392 |
| 159 | 1.392 |
| 160 | 1.413 |
| 161 | 1.413 |
| 162 | 1.232 |
| 163 | 1.232 |
| 164 | 1.392 |

3. Amended Sheets 1, 2, 3, 4, 5, 6, 7, 12 and 13 of the Condominium Subdivision Plan of Woodridge Hills, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 6, 7, 12 and 13 of the Condominium Subdivision Plan of Woodridge Hills as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 3, 4, 5, 6, 7, 12 and 13 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

4. Sheets 14 and 15 of the Condominium Subdivision Plan of Woodridge Hills, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Woodridge Hills, as amended.

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

Dated this 23rd day of August, 1989.

WITNESSES:

ADLER HOMES, INC., a Michigan corporation

/s/ Donna Bosley Murray

Donna Bosley Murray

By: /s/ Tom Adler

Tom Adler

/s/ Renee Marie Adamski

Renee Marie Adamski

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Seventh Amendment to Master Deed of Woodridge Hills was acknowledged before me this 23rd day of August, 1989, by Tom Adler the President of Adler Homes, Inc., a Michigan corporation on behalf of the corporation.

/s/ Donna Bosley Murray

Donna Bosley Murray

Notary Public, Livingston County, Michigan

My commission expires: May 31, 1992

Seventh Amendment to Master Deed drafted by:

Gregory J. Gamalski of DYKEMA GOSSETT
505 North Woodward Avenue, Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter.