

# **Purchaser Information Booklet**

for

## **BROOKWOOD VILLAGE CONDOMINIUM**

**A Residential Condominium Development  
in the  
City of South Lyon  
Oakland County, Michigan**

**DEVELOPER:**

**Brookwood Farms, L.L.C.  
624 W. Nepessing Street, Suite 202  
Lapeer, Michigan 48446**

# BROOKWOOD VILLAGE CONDOMINIUM

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**CONDOMINIUM SUBDIVISION PLAN**

**FIRST AMENDMENT TO MASTER DEED**

**REPLAT NO. 1 TO THE CONDOMINIUM SUBDIVISION PLAN**

**SECOND AMENDMENT TO MASTER DEED**

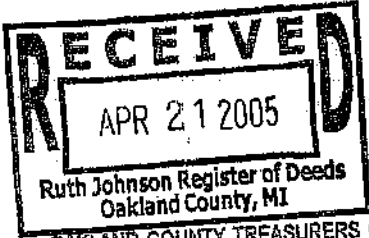
**REPLAT NO. 2 TO THE CONDOMINIUM SUBDIVISION PLAN**

**BROOKWOOD VILLAGE CONDOMINIUM ASSOCIATION ARTICLES OF  
INCORPORATION AND FILING ENDORSEMENT**

**MANAGEMENT AGREEMENT**

**ESCROW AGREEMENT**





113847  
LIBER 35365 PAGE 1  
\$247.00 DEED - COMBINED  
\$4.00 REHNUNMENTATION  
04/21/2005 11:17:11 A.M. RECEIPT# 42971

PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

OAKLAND COUNTY TREASURERS CERTIFICATE  
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

PATRICK M. DOHANY

MASTER DEED

PATRICK M. DOHANY, County Treasurer  
Sec. 135, Act 206, 1893 as amended

BROOKWOOD VILLAGE CONDOMINIUM

012415

PREAMBLE

This Master Deed is made and executed on this 16<sup>th</sup> day of February, 2005 by Brookwood Farms, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer," the mailing address of which is Post Office Box 472, Lapeer, Michigan 48446 represented herein by its Manager who is fully empowered and qualified to act on behalf of the limited liability company, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with 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 Brookwood Village Condominium as a Condominium Project under the Act and does declare that Brookwood Village Condominium (hereinafter variously referred to as the "Condominium," "Project," "Development" or the "Condominium Project") 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 and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

9001735

O.K. - KB

O.K. - RC

80P  
R

## ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as Brookwood Village Condominium, Oakland County Condominium Subdivision Plan No. 1735 The Condominium Project is established in accordance with the Act. The Dwellings contained in the Condominium, including the number, boundaries, dimensions and area of each Dwelling therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Dwelling is intended for residential purposes and 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 Dwelling and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated, described and limited in this Master Deed.

## ARTICLE II

### LEGAL DESCRIPTION

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

#### CURRENT DEVELOPMENT AREA - PARCEL 'A'

Part of the Northeast 1/4 of Section 29, T. 1 N., R. 7 E., City of South Lyon, Oakland County, Michigan, described as beginning at a point on the Southerly Right-of-Way line of Ten Mile Road (Public - 120 Feet wide) said point being distant S. 87°44'20" E., 184.71 feet along the North line of said Section 29 (said line also being the centerline of Ten Mile Road) and S. 02°15'40" W., 60.00 feet from the North 1/4 corner of said Section 29; thence from said point of beginning S. 87°44'20" E., 365.34 feet along said Southerly Right of Way line of Ten Mile Road; thence S. 00°17'52" W., 351.65 feet; thence N. 80°00'00" W., 97.00 feet; thence N. 61°15'00" W., 31.45 feet; thence N. 16°25'00" E., 59.00 feet; thence N. 00°17'52" E., 96.25 feet; thence N. 17°10'00" W., 23.50 feet; thence N. 43°00'00" W., 26.00 feet; thence N. 68°40'00" W., 30.75 feet; thence N. 85°30'00" W., 170.15 feet; thence N. 79°30'00" W., 23.65 feet; thence N. 60°00'00" W., 19.45 feet; thence N. 25°50'00" W., 11.25 feet; thence N. 03°45'00" E., 12.00 feet; thence N. 13°10'00" E., 34.50 feet; thence N. 02°30'00" E., 45.56 feet to a point on said Southerly Right-of-Way line of Ten Mile Road and the point of beginning. Containing 1.58 acres or 68,723 square feet of land and being subject to all easements, restrictions and rights-of-way of record and all governmental limitations.

## CURRENT DEVELOPMENT AREA - PARCEL 'B'

Part of the Northeast 1/4 of Section 29, T. 1 N., R. 7 E., City of South Lyon, Oakland County, Michigan, described as beginning at a point distant S. 87°44'20" E., 548.00 feet along the North line of said Section 29, (said line also being the centerline of Ten Mile Road, public, 120 feet wide) and S. 00°17'52" W., 411.65 feet and N. 80°00'00" W., 97.00 feet and N. 61°15'00" W., 31.45 feet and S. 74°00'00" W., 40.25 feet from the North 1/4 corner of said Section 29; thence from said point of beginning N. 63°50'21" W., 314.43 feet; thence N. 32°00'00" E., 56.15 feet; thence N. 37°30'00" E., 26.50 feet; thence N. 55°00'00" E., 12.85 feet; thence due East, 13.00 feet; thence S. 66°00'00" E., 13.15 feet; thence S. 76°15'00" E., 29.75 feet; thence S. 85°30'00" E., 130.85 feet; thence S. 61°00'00" E., 29.00 feet; thence S. 54°30'00" E., 20.50 feet; thence S. 35°45'00" E., 31.50 feet; thence S. 10°45'00" E., 35.15 feet; thence S. 00°17'52" W., 33.00 feet; thence S. 10°00'00" W., 24.00 feet; thence S. 19°00'00" W., 31.35 feet; thence S. 29°20'00" W., 22.50 feet to the point of beginning. Containing 0.88 acres or 38,116 square feet of land and being subject to all easements, restrictions and rights-of-way of record and all governmental limitations.

## CURRENT DEVELOPMENT AREA - PARCEL 'C'

Pt 21-29-226-044

Part of the North 1/2 of Section 29, T. 1 N., R. 7 E., City of South Lyon, Oakland County, Michigan, and part of Lot 1 of "Assessor's Plat No. 3" according to the plat thereof as recorded in Liber 52 of Plats, Page 40, Oakland County Records, described as beginning at a point on the Southerly Right-of-Way line of Ten Mile Road (public - 120 feet wide) said point being distant S. 87°44'20" E., 64.20 feet along the North line of said Section 29 (said line also being the centerline of Ten Mile Road) and S. 00°21'09" W., 60.00 feet from the North 1/4 corner of said Section 29; thence from said point of beginning S. 87°44'20" E., 58.00 feet along said Southerly Right-of-Way line of Ten Mile Road; thence S. 02°30'00" W., 62.15 feet; thence S. 11°25'00" W., 29.00 feet; thence S. 13°30'00" W., 30.00 feet; thence S. 23°50'00" W., 40.50 feet; thence S. 31°15'00" W., 37.50 feet; thence S. 27°00'00" W., 48.40 feet; thence S. 22°00'00" W., 46.50 feet; thence S. 17°25'00" W., 51.00 feet; thence S. 12°30'00" W., 48.00 feet; thence S. 23°00'00" W., 19.35 feet; thence S. 64°35'00" W., 8.25 feet; thence due West, 110.50 feet; thence S. 01°22'38" W., 231.64 feet; thence due East, 99.75 feet; thence N. 71°55'00" E., 37.50 feet; thence S. 15°20'00" E., 40.25 feet; thence S. 18°15'00" E., 30.50 feet; thence S. 26°00'00" E., 23.75 feet; thence S. 30°30'00" E., 36.35 feet; thence S. 38°30'00" E., 38.00 feet; thence S. 45°00'00" E., 30.00 feet; thence S. 51°40'00" E., 40.75 feet; thence S. 37°33'03" W., 174.67 feet; thence N. 86°02'52" W., 30.71 feet; thence N. 30°20'11" W., 144.87 feet; thence S. 88°28'45" W., 227.11 feet to a point on the Easterly Right-of-Way line of the CSX Railroad (100 feet wide) said line also being the South

Pt 21-29-226-044 NW 1/4  
+ Lot 1

line of Lot 1 of said "Assessor's Plat No. 3"; thence 132.38 feet along the arc of a curve to the left, said curve having a radius of 3188.47 feet, a central angle of 02°22'44" and a chord length of 132.37 feet which bears N. 38°45'21" W. along said Easterly Right-of-Way line of the CSX Railroad and South line of said Lot 1 to the Southwest corner of said Lot 1; thence N. 00°29'32" E., 80.55 feet along the Westerly line of said Lot 1; thence S. 89°30'28" E., 64.50 feet; thence N. 28°30'00" E., 21.25 feet; thence N. 70°50'00" E., 30.50 feet; thence N. 14°30'00" W., 20.80 feet; thence N. 01°58'06" W., 27.26 feet; thence N. 89°30'28" W., 96.65 feet to a point on said Westerly line of Lot 1; thence N. 00°29'32" E., 327.50 feet along said Westerly line of Lot 1; thence N. 89°24'19" E., 292.79 feet (recorded as 293.00 feet) along the South line of Lots 2, 3 and 4 of said "Assessor's Plat No. 3" to the Southeast corner of said Lot 2; thence N. 00°21'09" E., 96.00 feet along the East line of said Lot 2; thence S. 87°44'20" E., 150.00 feet to a point on the East line of said Lot 1; thence N. 00°21'09" E., 147.44 feet along said East line of Lot 1 to a point on said Southerly Right-of-Way line of Ten Mile Road and the point of beginning. Containing 5.44 acres or 237,088 square feet of land and being subject to all easements, restrictions and rights-of-way of record and all governmental limitations.

Together with and subject to all easements, reservations, restrictions and right-of-ways of record and all governmental limitations.

The foregoing lands constitute parts of Tax Parcel Identification Number 21-29-226-044

### 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 Brookwood Village Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Brookwood Village Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

**Section 2. Association.** "Association" means Brookwood Village Condominium Association, the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

**Section 3. Brookwood Community.** "Brookwood Community" means the land area, Dwellings and other improvements lying within Brookwood Village Condominium and Residences located within the Future Development Area described in Article VI of this Master Deed which is ultimately determined by the Developer to be the total area benefitting from any Community Facilities which may now exist or may subsequently be developed within Brookwood Village Condominium or the Future Development Area. It is possible that Brookwood Community may, as finally comprised, include a number of condominium projects or multi-family rental developments in various combinations, in the sole discretion of the Developer.

**Section 4. 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(9) 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 5. City.** "City" means the City of South Lyon, a Michigan municipal corporation, located in Oakland County, Michigan, and all successors thereto.

**Section 6. Common Elements.** "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

**Section 7. Community Facilities.** "Community Facilities" means the facilities which may be utilized by owners and occupants of Residences throughout Brookwood Community, whether such Residences are located in a single condominium project or a number of condominium projects and/or other residential developments as described in Article X of this Master Deed.

**Section 8. 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 9. Condominium Premises.** "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Brookwood Village Condominium as described above.

**Section 10. Condominium Project, Condominium, Project or Development.** "Condominium Project", "Condominium," "Project" or "Development" means Brookwood Village Condominium as a Condominium Project as initially established and as may be subsequently expanded in conformity with the provisions of the Act.

**Section 11. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

**Section 12. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Brookwood Village Condominium as a completed

Condominium Project and shall reflect the entire land area added to or removed from the Condominium from time to time under Article VI and/or Article VIII hereof, and all Dwellings and Common Elements therein, as may result from such additions and withdrawals and from the exercise of convertibility rights under Article VII hereof, and which shall express percentages of value pertinent to each Dwelling 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 and restatements thereof.

**Section 13. Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Dwellings in the Condominium Project and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

**Section 14. Developer.** "Developer" means Brookwood Farms, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

**Section 15. Development and Sales Period.** "Development and Sales Period" means the period commencing with the recording of this Master Deed and continuing as long as the Developer owns any Dwelling which it offers for sale or for so long as the Developer or its successors and assigns continues to own any portion of the Future Development Area.

**Section 16. Dwelling, Unit or Condominium Unit.** "Dwelling," "Unit" or "Condominium Unit" each mean: (a) a single residential building site and the improvements located thereon in Units 1 through 19, both inclusive, in Brookwood Village Condominium as described in Article V, Section 1 hereof and on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act and which may be referred to herein from time to time as a "Homesite Unit". All structures and improvements now or hereafter located within the boundaries of a Homesite Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements; and (b) the enclosed space constituting a single complete residential Unit in Units 20 through 71, both inclusive, in Brookwood Village Condominium, as such space may be described in Article V, Section 1 and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act and which may be referred to herein from time to time as a "Spatial Unit".

**Section 17. 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 (except the Developer's delegate under Article XIII, Section 2(c)(1) of the Bylaws) and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion at any time after conveyance of legal or equitable title to 50% of the Dwellings which may be created or (b) mandatorily after (i) the elapse of 54 months from the date of conveyance of

legal or equitable title to the first Dwelling or (ii) the elapse of 120 days after conveyance of legal or equitable title to 75% of all Dwellings which may be created, whichever first occurs.

**Section 18. Future Development Area.** "Future Development Area" means the area within which Brookwood Village Condominium may be expanded as described in Article VI hereof.

**Section 19. Residence.** "Residence" means a separate habitable space for which a certificate of occupancy has been issued by the City and which shall include all Homesite Units and their improvements and all Spatial Units in Brookwood Village Condominium as well as all residential apartments and other residential condominium units which may be located within the Future Development Area.

**Section 20. Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners 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.

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

## ARTICLE IV

### COMMON ELEMENTS

The Common Elements of the Project described below and in Exhibit B and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are:

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

(a) **Land.** The land described in Article II hereof, and designated on Exhibit B as General Common Elements including landscaped areas, private drives, walks and parking spaces located thereon to the extent that any such elements are not identified as Limited Common Elements.

(b) **Electrical.** The electrical transmission system throughout the Project up to but not including the electric meter for each Unit, together with general common lighting for the project and any meters which measure general common electricity.

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

(d) **Telephone**. The telephone system throughout the Project up to the telephone control box for each Unit.

(e) **Gas**. The gas distribution system throughout the Project up to, but not including, the gas meter for each unit.

(f) **Water**. The water distribution system throughout the Project up to, but not including, the water meter for each Unit. Meters which measure water consumption for common purposes shall be General Common Elements with expenses thereof to be shared by all Co-owners in accordance with the percentages of value respectively appurtenant to the Units owned by such Co-owners.

(g) **Sanitary Sewer**. The sanitary sewer system throughout the Project up to the point of entry to each Unit.

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

(i) **Beneficial Easements**. Beneficial easements, if any, which may exist from time to time lying outside the Condominium Premises and which provide access, utilities or other services required by the Project.

(j) **Cable Television Wiring**. The cable television transmission system throughout the Project up to the cable control mechanism, for any Unit.

(k) **Rights to Utilize Community Facilities**. The rights to utilize the Community Facilities as described in Article X and XI of this Master Deed including the right to gain access to the Condominium and the Community Facilities over the collector roads and walkways of Brookwood Community.

(l) **Other**. Signage, landscaping and all other elements designated as General Common Elements in the Condominium Subdivision Plan together with such other elements of the Project not herein or in the Condominium Subdivision Plan 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(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Balconies.** Each individual balcony appurtenant to Units 20 through 71 shall be restricted in use to the Co-owner of the Unit which opens into such balcony as shown on Exhibit B hereto.

(b) **Patios.** Each individual patio appurtenant to Units 20 through 71 shall be restricted in use to the Co-owner of the Unit which opens into such patio as shown on Exhibit B hereto.

(c) **Porches.** Each individual entry porch in the Project appurtenant to Units 20 through 71 is restricted in use to the Co-owners of the Unit or Units which are serviced by such entry porch as shown on Exhibit "B" hereto.

(d) **HVAC Equipment and Enclosures.** Each heating, ventilating and air conditioning (HVAC) unit or portion thereof located outside of a Condominium Unit, together with any enclosure within which or structure upon which it is located, is restricted in use to the Co-owner of the Condominium Unit which is served by such HVAC unit.

(e) **Carport Parking Spaces.** Each carport parking space shall be limited in use to the particular Unit to which it is assigned by any individual deed, assignment or other instrument of transfer or by subsequent amendment to this Master Deed.

(f) **Garage Parking Spaces.** Each garage parking space appurtenant to Units 20 through 71 shall be limited in use to the particular Unit to which it is assigned by any individual deed, assignment or other instrument of transfer or by subsequent amendment to this Master Deed.

(g) **Windows, Window Frames, Screens and Doors.** Windows, window frames, screens and doors located within the perimeter walls of Units 20 through 71 are limited in use to the Co-owners of the Unit which adjoins such windows, window frames, screens and doors.

(h) **Ducts, Electrical Wiring, Water Lines, Drain Lines, Gas Lines and Cable Television Wiring.** Cooling and heating duct work, water lines, drain lines, electrical wiring, gas lines and cable television wiring which exclusively serve Units 20 through 71 shall be limited in use to each Co-owner whose Unit is served by such utilities.

(i) **Meters.** Meters for electricity, water and natural gas which exclusively serve a single Unit shall be Limited Common Elements respectively appurtenant to each Unit served thereby.

(j) **Security System**. Any security system for Units 20 through 71, if and when installed by a Co-owner with the prior approval of the Developer or the Association, is limited in use to the Co-owner of the Unit served thereby. The Developer has not installed any such systems and has no plans to do so.

(k) **Mailboxes**. The rights to use individual mailbox receptacles as assigned to the Condominium Unit Owners either located within the Condominium or elsewhere within the Brookwood Community are limited in use to the respective Owners of the Units served thereby. The Developer may assign or re-assign such mailbox receptacles from time to time as it deems appropriate, in its absolute discretion, so long as each Unit Owner shall be entitled, at all times, to the use of one such receptacle somewhere within the Brookwood Village Community.

(l) **Interior Surfaces**. The interior surfaces of the ceilings and perimeter walls and of the top of each sub-floor (interior attachments to such walls, ceilings and sub-floors being owned elements) which surround each of Units 20 through 71 shall be subject to the exclusive use and enjoyment of the Co-owner of each such Unit.

(m) **Uncovered Parking Spaces**. Uncovered parking spaces have been depicted on the Condominium Subdivision Plan as General Common Elements but they have also been designated in Article VII of this Master Deed as Convertible Areas which may be created or revised as Limited Common Elements and specifically assigned for the exclusive use of individual Unit owners, in the sole discretion of the Developer, by subsequent amendment to this Master Deed.

(n) **Construction**. Foundations, floor construction (including any subfloor but not including any finished floor) supporting footings and columns, exterior walls, chimneys, roofs and roof construction with respect to Units 20 through 71, both inclusive, are Limited Common Elements appurtenant to those Units which they respectively service. Each residence and its related improvements constructed within Units 1 through 19 are owned by the respective Owners of each such Unit and all costs of maintenance, repair, replacement and insurance of such residence and its related improvements shall be borne entirely by each such Owner.

(o) **Water Softeners**. Water softeners which serve Units 20 through 71, both inclusive, are Limited Common Elements appurtenant to those Units which they respectively service.

(p) **Other Elements**. All other elements, if any, designated on the Condominium Subdivision Plan as Limited Common Elements.

Carport and Garage spaces as Limited Common Elements may be assigned and re-assigned pursuant to the provisions of Section 39 of the Act and/or subsections 2(e) and 2(f) above; *provided*,

however, that any assignments or reassignments by recorded instruments shall not require Amendment of the Master Deed.

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

(a) **Balconies.** Maintenance, repair and replacement of each balcony for Units described in Article IV, Section 2 (a) above shall be the responsibility of each Unit owner to whose Unit the same is appurtenant, but the nature, extent and timing thereof shall be at the discretion of the Association.

(b) **Patios.** The costs of maintenance, repair and replacement of any cement slabs, decking materials, patio bricks, specialized landscaping or other improvements of each patio described in Article IV, Section 2 (b) above shall be borne by the Co-owner of the Unit to which such Limited Common Element appertains, but the nature, extent and timing thereof shall be at the discretion of the Association. Any mowing of unobstructed lawns located within all such patio areas, however, shall be the responsibility of the Association.

(c) **HVAC Equipment and Enclosures.** The costs of operation, maintenance, repair and replacement of each HVAC Unit and its fixtures, enclosure and pad described in Article IV, Section 2 (d) above shall be borne by the Co-owner of the Unit serviced by such HVAC Unit and its fixtures, enclosure or pad.

(d) **Windows, Window Frames, Screens and Doors.** All costs of maintenance, repair and replacement of the windows, window frames, screens and doors which service each Unit as described in Article IV, Section 2(g) shall be borne by the Co-owner of the Unit serviced thereby (except that the Association shall be responsible for any necessary exterior painting of windows, window frames, screens and doors).

(e) **Ducts, Electrical Wiring, Water Lines, Drain Lines, Gas Lines and Cable Television Wiring.** Costs of maintenance, repair and replacement of heating and cooling ducts and interior electrical wiring, water lines, drain lines, cable television wiring and gas lines as described in Article IV, Section 2(h) shall be borne by each Co-owner of a Unit serviced thereby.

(f) **Security System.** The costs of maintenance, repair and replacement of any security system, as installed by a Co-owner with the approval of the Association and appurtenant to a Unit as described in Article IV, Section 2(j), shall be borne by the Owner of the Unit serviced by such security system. No security systems have been installed and Developer does not plan to install any.

(g) **Carport Parking Spaces and Garage Parking Spaces.** The costs of normal, periodic maintenance and repair of the carports referenced in Article IV, Sections 2(e) and

2(f) shall be borne by the Association as a regular expense of administration. Any expenses of major repair or replacement of all or a significant portion of a carport (such as a roof) or garage shall be borne by special assessments against only the Owners of Units to which carports are appurtenant as Limited Common Elements. Likewise, any expenses of major repair or replacement of all or a significant portion of a garage shall be borne by special assessments against only the Owners of Units to which garage parking spaces are appurtenant as Limited Common Elements. Maintenance of the interior of each garage space and all costs thereof (including maintenance, repair and replacement of garage door opener mechanisms) shall be the responsibility of each individual to whose Unit each such garage space is assigned as a Limited Common Element. All costs of providing electricity for garages, carports and parking areas generally shall be an expense of administration to be borne by the Association.

(h) **Interior Surfaces.** The costs of decoration, maintenance and repair of all surfaces referred to in Article IV, Section 2(l) shall be borne by the Co-owner of each Dwelling to which such surfaces are appurtenant.

(i) **Construction.** All costs associated with maintenance, repair and replacement of construction elements described in Article IV, Section 2(n) with respect to Units 20 through 71 shall be apportioned among the owners of Units 20 through 71 in accordance with their proportionate relationships as reflected by the respective percentages of value applicable to Units 20 through 71. The costs of all construction elements in Units 1 through 19 shall be borne entirely by each such Unit Owner.

(j) **Other.** The costs of maintenance, repair, replacement and operation 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.

**Section 4. Responsibilities for Owned Elements and Property.** Each Co-owner shall be individually responsible for maintenance, repair and replacement of all equipment, fixtures, attachments, appliances and interior partition walls, finished floors, cabinetry and the like located within his Unit.

**Section 5. Use of Units and Common Elements.** No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

**Section 6. Failure of Co-owner to Perform Maintenance Responsibilities.** In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he or she is responsible, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such Limited Common Elements, all at the expense of

the Co-owner of the Dwelling. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance, to be borne by any Co-owner shall be assessed against such Co-owner and shall be due and payable with his or her monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 7. Contracts For Goods and Services.** The Owners of Units 20 through 71 shall share proportionately in the cost of operating, maintaining, repairing and replacing the trash compaction and disposal system which is operated by the Developer as a part of the Community Facilities as described in Article X of this Master Deed and shall likewise share proportionately in the cost of hauling compacted trash from the Brookwood Community and of the disposition thereof. (Correspondingly, the Owners of Units 1 through 19 shall not shall share in the foregoing expenses since they are required to utilize the services of the City's designated trash hauler and shall each pay directly for such services as individually billed by the City's designated trash hauler). The Association may, in the discretion of the board of directors, enter into such other contracts for goods and services for the benefit of the Co-owners as it may deem advisable including, without limitation, contracts for buildings and grounds maintenance, cable television service, security service and leases of equipment. Likewise, the Developer may enter into such contracts for the goods and services necessary for the operation of all of the Community Facilities as it may deem reasonable and appropriate and may allocate all of the expenses of maintenance, repair and replacement thereof to the Association and the Co-owners on a proportionate basis from time to time based upon the number of Units in the Condominium in relation to the total number of Units benefitting from the use of the Community facilities, all as provided in Articles X and XI of this Master Deed.

## ARTICLE V

### DWELLING DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units and Dwellings.** The Condominium contains two types of Units, each differently described. Units 1 through 19, both inclusive, are "site" condominium Units consisting of land and the improvements located within each Unit perimeter as shown on the Condominium Subdivision Plan. Units 20 through 71 are "spatial" condominium Units in which the space within the perimetrical boundaries of each Unit as depicted on the Condominium Subdivision Plan is owned by each Owner of such Unit. The two types of Units are more particularly described as follows: (a) Each Unit among Units 1 through 19, both inclusive, shall consist of the land located within Unit boundaries as delineated on Exhibit "B" hereto together with all appurtenances thereto; and (b) Each Unit among Units 20 through 71, both inclusive, shall include all that space contained within the finished unpainted plasterboard perimeter walls and

plasterboard ceilings and from the finished subfloors all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. Heating and air-conditioning ducts, electrical wiring and gas lines contained within the boundaries of a spatial Unit shall be owned as an appurtenance thereof.

**Section 2. Percentages of Value.** The percentages of value assigned to the respective Dwellings have been established in different ways for different purposes and have been determined in the manner and with the respective effects as set forth below. Percentages of value for purposes of determining voting are equal for all Units so that each Unit Owner shall have an equal 1/71 vote on administrative matters affecting the Condominium generally. However, in accordance with Section 69 of the Act, certain expenses have been variously apportioned among the Units as the Developer has deemed reasonable under the circumstances. Thus, (a) administrative expenses (accounting fees, legal fees, management fees and supplies); (b) maintenance, repair, replacement and snow plowing of roads, drives and open parking areas; (c) General Common Element utilities; (d) General Common Element liability insurance, workers compensation insurance and officers and directors liability insurance; (e) certain miscellaneous expenses; and (f) reserves relative to the foregoing have been allocated 19/71 to Units 1 through 19 as a group and 52/71 to Units 20 through 71 as a group. The Community Facilities expenses have been allocated equally as 1/71 to each Unit. The cost of landscaping the grounds which immediately surround Units 1 through 19 shall be borne entirely by Units 1 through 19. Correspondingly, the cost of landscaping the grounds which immediately surround Units 20 through 71 shall be borne entirely by Units 20 through 71. The collective expenses allocated to Units 1 through 19 as a group shall be shared equally by Units 1 through 19. However, the collective expenses allocated to Units 20 through 71 shall be apportioned among Units 20 through 71 in accordance with the percentages of value which have been determined for Units 20 through 71 based on comparative living areas for such Units as set forth below.

| <u>Unit Number</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|
| 20                 | 1.391                      |
| 21                 | 1.391                      |
| 22                 | 2.014                      |
| 23                 | 2.014                      |
| 24                 | 2.109                      |
| 25                 | 1.478                      |
| 26                 | 1.478                      |
| 27                 | 2.109                      |
| 28                 | 2.109                      |
| 29                 | 2.109                      |
| 30                 | 1.391                      |
| 31                 | 2.014                      |
| 32                 | 2.014                      |
| 33                 | 1.391                      |
| 34                 | 2.109                      |
| 35                 | 2.109                      |

| <u>Unit Number</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|
| 36                 | 2.109                      |
| 37                 | 2.109                      |
| 38                 | 1.478                      |
| 39                 | 1.478                      |
| 40                 | 1.391                      |
| 41                 | 1.391                      |
| 42                 | 1.391                      |
| 43                 | 1.391                      |
| 44                 | 2.216                      |
| 45                 | 2.216                      |
| 46                 | 2.216                      |
| 47                 | 2.216                      |
| 48                 | 1.478                      |
| 49                 | 1.478                      |
| 50                 | 1.478                      |
| 51                 | 1.478                      |
| 52                 | 2.109                      |
| 53                 | 2.109                      |
| 54                 | 2.109                      |
| 55                 | 2.109                      |
| 56                 | 2.109                      |
| 57                 | 2.109                      |
| 58                 | 2.109                      |
| 59                 | 2.109                      |
| 60                 | 1.956                      |
| 61                 | 1.956                      |
| 62                 | 1.956                      |
| 63                 | 1.956                      |
| 64                 | 2.424                      |
| 65                 | 2.424                      |
| 66                 | 2.424                      |
| 67                 | 2.424                      |
| 68                 | 2.216                      |
| 69                 | 2.216                      |
| 70                 | 2.216                      |
| 71                 | <u>2.216</u>               |
| Total 100.00       |                            |

Questions may arise from time to time as to whether a particular expense not specifically referenced above should be borne by spatial Units or site Units or both in which event, the board of directors of the Association shall make a fair and objective determination as to the manner in which such expenses should be allocated based upon the methodology described above.

## ARTICLE VI

## EXPANSION OF CONDOMINIUM

**Section 1. Future Development Area.** The Condominium Project established pursuant to this initial Master Deed of Brookwood Village Condominium and consisting of seventy-one (71) Dwellings is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety an indeterminate number of Dwellings, not to exceed two hundred sixty-five (265). Additional Dwellings, if any, will be included within the land areas described below and depicted on Sheet 2 of the Condominium Subdivision Plan and defined in Article III, Section 18 of this Master Deed as the "Future Development Area" and as more specifically described as follows:

## FUTURE DEVELOPMENT AREA - PARCEL 'A'

Part of the North 1/2 of Section 29, T. 1 N., R. 7 E., City of South Lyon, Oakland County, Michigan and part of Lot 1 of "Assessor's Plat No. 3", according to the plat thereof as recorded in Liber 52 of Plats, Page 40, Oakland County Records. Described as beginning at a point on the Southerly Right-of-Way line of Ten Mile Road (public - 120 feet wide) said point being distant S. 87°44'20" E., 184.71 feet along the North line of said Section 29 (said line also being the centerline of Ten Mile Road) and S. 02°15'40" W., 60.00 feet from the North 1/4 corner of said Section 29; thence from said point of beginning S. 02°30'00" W., 45.56 feet; thence S. 13°10'00" W., 34.50 feet; thence S. 03°45'00" W., 12.00 feet; thence S. 25°50'00" E., 11.25 feet; thence S. 60°00'00" E., 19.45 feet; thence S. 79°30'00" E., 23.65 feet; thence S. 85°30'00" E., 170.15 feet; thence S. 68°40'00" E., 30.75 feet; thence S. 43°00'00" E., 26.00 feet; thence S. 17°10'00" E., 23.50 feet; thence S. 00°17'52" W., 96.25 feet; thence S. 16°25'00" W., 59.00 feet; thence S. 61°15'00" E., 31.45 feet; thence S. 80°00'00" E., 97.00 feet; thence N. 00°17'52" E., 351.65 feet to a point on said Southerly Right-of-Way line of Ten Mile Road; thence S. 87°44'20" E., 28.42 feet along said Southerly Right-of-Way line of Ten Mile Road; thence S. 00°17'52" W., 462.63 feet; thence S. 00°21'47" W., 1828.20 feet to a point on the Easterly Right-of-Way line of the CSX Railroad (100 feet wide); thence the following three (3) courses along said Easterly Right-of-Way line of the CSX Railroad N. 29°03'27" W., 1170.85 feet and N. 28°32'20" W., 60.74 feet and 485.59 feet along the arc of a curve to the left, said curve having a radius of 3188.47 feet, a central angle of 08°43'33" and a chord length of 485.11 feet which bears N. 33°12'12" W.; thence N. 88°28'45" E., 227.11 feet; thence S. 30°20'11" E., 144.87 feet; thence S. 86°02'52" E., 30.71 feet; thence N. 37°33'03" E., 174.67 feet; thence N. 51°40'00" W., 40.75 feet; thence N. 45°00'00" W., 30.00 feet; thence N. 38°30'00" W., 38.00 feet; thence N. 30°30'00" W., 36.35 feet; thence N. 26°00'00" W., 23.75 feet; thence N. 18°15'00" W., 30.50 feet; thence N. 15°20'00" W., 40.25 feet; thence S. 71°55'00" W., 37.50 feet; thence due West, 99.75 feet; thence N. 01°22'38" E., 231.64 feet; thence due East, 110.50 feet; thence N. 64°35'00" E., 8.25 feet; thence N. 23°00'00" E., 19.35



feet; thence N. 12°30'00" E., 48.00 feet; thence N. 17°25'00" E., 51.00 feet; thence N. 22°00'00" E., 46.50 feet; thence N. 27°00'00" E., 48.40 feet; thence N. 31°15'00" E., 37.50 feet; thence N. 23°50'00" E., 40.50 feet; thence N. 13°30'00" E., 30.00 feet; thence N. 11°25'00" E., 29.00 feet; thence N. 02°30'00" E., 62.15 feet to a point on said Southerly Right-of-Way line of Ten Mile Road; thence S. 87°44'20" E., 60.51 feet along said Southerly Right-of-Way line of Ten Mile Road to the point of beginning. Containing 24.40 acres or 1,062,864 square feet of land and excepting therefrom a parcel of land being part of the Northeast 1/4 of Section 29, T. 1 N., R. 7 E., City of South Lyon, Oakland County, Michigan, described as beginning at a point distant S. 87°44'20" E., 548.00 feet along the North line of said Section 29 (said line also being the centerline of Ten Mile Road) and S. 00°17'52" W., 411.65 feet and N. 80°00'00" W., 97.00 feet and N. 61°15'00" W., 31.45 feet and S. 74°00'00" W., 40.25 feet from the North 1/4 corner of said Section 29; thence from said point of beginning N. 63°50'21" W., 314.43 feet; thence N. 32°00'00" E., 56.15 feet; thence N. 37°30'00" E., 26.50 feet; thence N. 55°00'00" E., 12.85 feet; thence due East, 13.00 feet; thence S. 66°00'00" E., 13.15 feet; thence S. 76°15'00" E., 29.75 feet; thence S. 85°30'00" E., 130.85 feet; thence S. 61°00'00" E., 29.00 feet; thence S. 54°30'00" E., 20.50 feet; thence S. 35°45'00" E., 31.50 feet; thence S. 10°45'00" E., 35.15 feet; thence S. 00°17'52" W., 33.00 feet; thence S. 10°00'00" W., 24.00 feet; thence S. 19°00'00" W., 31.35 feet; thence S. 29°20'00" W., 22.50 feet to the point of beginning. Containing 0.88 acres or 38,116 square feet of land. The first described parcel less the exception contains 23.52 acres or 1,023,748 square feet of land and is subject to all easements, restrictions and rights-of-way of record and all governmental limitations.

#### FUTURE DEVELOPMENT AREA - PARCEL 'B'

Part of the Northwest 1/4 of Section 29, T. 1 N., R. 7 E., City of South Lyon, Oakland County, Michigan and part of Lot 1 of "Assessor's Plat No. 3" according to the plat thereof as recorded in Liber 52 of Plats, Page 40, Oakland County Records. Described as beginning at a point on the Westerly line of said Lot 1, said point being distant S. 87°44'20" E., 64.20 feet along the North line of said Section 29 (said line also being the centerline of Ten Mile Road, public, 120 feet wide) and S. 00°21'09" W., 207.44 feet N. 87°44'20" W., 150.00 feet to a point on the Easterly line of Lot 2 of said "Assessor's Plat No. 3" and S. 00°21'09" W., 96.00 feet along said Easterly line of Lot 2 to the Southeast corner of said Lot 2 and S. 89°24'19" W., 292.79 feet (recorded as 293.00 feet) along the South line of Lots 2, 3 and 4 of said "Assessor's Plat No. 3" to a point on said Westerly line of Lot 1 and S. 00°29'32" W., 327.50 feet along said Westerly line of Lot 1 from the North 1/4 corner of said Section 29; thence from said point of beginning S. 89°30'28" E., 96.65 feet; thence S. 01°58'06" E., 27.26 feet; thence S. 14°30'00" E., 20.80 feet; thence S. 70°50'00" W., 30.50 feet; thence S. 28°30'00" W., 21.25 feet; thence N. 89°30'28" W., 64.50 feet to a point on said Westerly line of Lot 1; thence N. 00°29'32" E., 76.35 feet along said Westerly

line of Lot 1 to the point of beginning. Containing 0.16 acres or 6883 square feet of land and being subject to all easements, restrictions and rights-of-way of record and all governmental limitations.

**Section 2. Increase in Number of Dwellings.** Therefore, any other provisions of this Master Deed notwithstanding, the land area and number of Dwellings in the Condominium may, at the sole option of the Developer or its successors or assigns, at various times, within a period ending no later than six years after recording this Master Deed, be increased by the addition to this Condominium of any portion of the Future Development Area together with the residential Dwellings located thereon.

**Section 3. Expansion Not Mandatory.** Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, continue to operate all or any portion of said Future Development Area as rental development, or may establish the same as a separate condominium project (or projects), or any other form of development. Nothing herein contained shall be construed to limit Developer's lawful options in developing or operating the Future Development Area. There are no restrictions on the election of the Developer to expand the Condominium 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 Future Development Area described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct any improvements thereon whatsoever.

## ARTICLE VII

### CONVERTIBLE AREAS

**Section 1. Designation of Convertible Areas.** All Units and Common Elements have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Dwellings and Common Elements may be modified as provided herein.

**Section 2. The Developer's Right to Modify Dwellings and Common Elements.** The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location, design or elevation of Dwellings and/or General or Limited Common Elements appurtenant or geographically proximate to such Dwellings within the Convertible Areas as so described on the Condominium Subdivision Plan. Such rights shall include, without limitation, the right to construct additional balconies, decks, patios, privacy areas, carports, garages and/or uncovered parking spaces and to modify, install or relocate windows and doors in any areas, in its sole discretion. The Developer shall also have the right to designate existing, uncovered General Common Element parking spaces as Limited Common Elements and to assign the same for exclusive use by specific Units and Co-owners, in its sole discretion by Amendment to this Master Deed and to assign the same by deed, assignment or other method which

shall assure the exclusive use thereof to the Owner of the Unit to which the same may become appurtenant. There is no obligation on the part of the Developer to exercise any of the convertibility rights reserved herein.

**Section 3. The Developer's Right to Construct Additional Amenities.** The Developer may, in its sole discretion, construct various additional amenities including, but not limited to, pedestrian paths, recreational features, park areas, signage, landscaping features and walls, walks, gazebos or other related amenities and hereby reserves the right to do so anywhere within the General Common Element areas described on the Condominium Subdivision Plan or within Brookwood Community at large. Developer shall pay the costs of such amenities, if constructed, unless otherwise approved by a two-thirds majority of non-developer Co-owners. Upon inclusion of the same as General Common Elements or Community Facilities, as the case may be, all Co-owners shall thereafter contribute proportionately to the maintenance, repair and replacement of the such amenities as an expense of administration of the Condominium and/or the Brookwood Community (and as a cost of construction if approved by a two-thirds majority of non-Developer Co-owners). Developer has no obligation to construct any particular amenities or any amenities whatsoever or include the same in the Condominium or Brookwood Community except pursuant to its discretionary election to do so. Final determination of the design, layout and location of any such amenities, if and when constructed, will be at the sole discretion of the Developer.

## ARTICLE VIII

### 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 twenty-three (23) buildings containing seventy-one (71) Units on the land described in Article II hereof, all as shown on the Condominium Subdivision Plan. Developer reserves the right to withdraw from the Project (either from this Master Deed or any future Amendment hereof) any Units which are described and depicted as "need not be included" together with the land area on which they are located which area or areas shall be hereinafter known as "Contractable Areas." Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of buildings and/or Units included in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of buildings be less than two (2) and the number of Units be less than two (2). There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of any area hereafter designated as a Contractable Area, nor is there any obligation to withdraw portions thereof in any particular order.

**Section 2. Withdrawal of Land.** In connection with any such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such

portion or portions of the land as may be hereinafter described in any amendment to this Article VIII 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 six 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. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the Contractable Area, nor is there any obligation to withdraw portions thereof in any particular order.

## ARTICLE IX

### OPERATIVE PROVISIONS

Any expansion, contraction or exercise of the convertibility rights in the Condominium 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, contraction or exercise of the convertibility rights 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 Condominium 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 Condominium.

**Section 2. Redefinition of Common Elements.** Such amendment or 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 parcel or parcels being added to or withdrawn from the Condominium by such amendment. In connection with any such amendment or amendment(s), Developer shall have the right to change the nature, size, shape or location of any Common Element previously included in the initial or subsequent phases of the Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

**Section 3. Right to Modify Floor Plans.** The Developer further reserves the right, in its discretion, to amend and alter the floor plans and/or elevations of any buildings and/or Dwellings described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Dwellings shall be determined by the Developer in its sole judgment.

All such improvements shall be reasonably compatible with the existing structures in the Condominium, as determined by the Developer in its sole discretion. No Dwelling shall be included within the Condominium 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 Condominium 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 and may, at Developer's election, eliminate or modify any portions of the Condominium Documents which are inapplicable due to the passage of time, changes in circumstances or other appropriate considerations.

**Section 5. Consent of Interested Persons.** All of the Co-owners and mortgagees of Residences and other persons interested or to become interested in the Condominium 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 Residences 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

### COMMUNITY FACILITIES

**Section 1. Nature and Extent of Community Facilities.** There presently exist within Brookwood Community, certain facilities (hereinafter called "Community Facilities") in the nature of collector roadways, a community building, swimming pools, hot tub, tennis courts, trash compaction and disposal facility, mail receptacle kiosks and children's play area which exist for the purpose of serving Brookwood Community as may be fully expanded and developed in accordance with the provisions of Article VI of this Master Deed. The Developer also reserves the right to add other facilities as a part of the Community Facilities in its sole discretion.

**Section 2. Retention and/or Grant of Easements for Usage and Obligation for Support of Community Facilities.** The Community Facilities are designed for the use of occupants of Residences in Brookwood Community in its entirety, not exceeding the occupants of two hundred sixty-five (265) such Residences. Any Community Facilities which are located within Brookwood Village Condominium as General Common Elements will be so located only for convenience of administration, it being intended that the benefits and obligations (except for the trash compaction

and disposal facility which shall be governed by the provisions of Article IV, Section 7 hereof notwithstanding anything hereafter provided to the contrary) relative to the Community Facilities be shared by the entire Brookwood Community regardless of whether Brookwood Village Condominium is only a part thereof. Such facilities may be utilized, as provided below, by the occupants of Residences located in the land described in Article II hereof together with all Residences located in the Future Development Area described in Article VI of the Master Deed regardless of the nature of such Residences and regardless of whether the same are located within Brookwood Village Condominium or within other residential developments of varying types. Since the ultimate composition of Brookwood Village Condominium depends on market conditions and other factors from time to time and is not, therefore, presently predictable, it is possible that the Future Development Area, as provided in Article VI of the Master Deed, may ultimately consist of one or more condominium projects or multi-family rental residential developments. The Developer, therefore, reserves the right on behalf of itself, its successors and assigns as owner of any Residence for sale or for rent, owned by it, its successors or assigns, located in the land described in Brookwood Village Condominium and in said Articles II or VI to utilize the Community 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 Residence shall be  $1/265^{\text{th}}$ . In no event, however, shall the owners or occupants of more than two hundred sixty-five (265) Residences be entitled to use the Community Facilities. Any Community Facilities which may be included as General Common Elements in Brookwood Village Condominium shall be subject to the retained easements and usage rights for Residences located outside Brookwood Village Condominium as set forth above. At Developer's election, however, all or any portion or portions of the Community Facilities may be located and remain outside Brookwood Village Condominium subject to the obligation of Developer to cause easements for the use and enjoyment thereof to be established by appropriate recorded documents. Such documents shall confer and impose upon the Owners of Residences in Brookwood Village Community, and such Owners shall be deemed to accept, substantially the same beneficial rights, responsibilities and obligations with respect to such outside Community Facilities as would have existed if the Community Facilities had been included in Brookwood Village Condominium subject to the rights and obligations of others outside Brookwood Village Condominium to use and enjoy the same pursuant to the provisions of this Master Deed as it may be amended from time to time. The expenses of repair, maintenance, operation and replacement of the Community 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 said facilities, taxes related thereto, supplies incident thereto, 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 Community Facilities retained hereunder also includes a perpetual easement over Brookwood Village Condominium for reasonable pedestrian and vehicular ingress and egress to and from said Community Facilities for the reasonable use thereof by all persons entitled to such use subject, however, to such rules and regulations with respect thereto as may be promulgated by the Developer from time to time. Extensive provisions relative to the operation of the Community Facilities are set forth in Article XI of this Master Deed.

## ARTICLE XI

## OPERATION OF THE COMMUNITY FACILITIES

The level and frequency of maintenance, repair and replacement of the Community Facilities shall be determined and performed in accordance with the following requirements:

**Section 1. Standards of Maintenance.** The Community Facilities shall be maintained at all times in a first-class condition consistent with the highest standards of maintenance of Brookwood Village Condominium and the other Residences within the land areas benefitted by the Community Facilities. Brookwood Village Condominium is hereinafter sometimes referred to as "Benefitted Area" and such other areas located beyond the perimeter of Brookwood Village Condominium may hereinafter be referred to from time to time as "Other Benefitted Areas."

**Section 2. Sharing of Maintenance Expenses for Community Facilities.** All costs of administration, maintenance, repair and replacement of the Community Facilities, shall be borne by the Owners of all completed Residences in Brookwood Village Condominium and all other completed Residences within the Other Benefitted Areas entitled to use the same on a *pro rata* basis. Thus, there shall be chargeable to each development within which Residences are located a fraction of such costs, the numerator of which fraction shall be the number of Residences in such development and the denominator of which shall be two hundred sixty-five (265). The Owner of each Residence entitled to benefit from such facilities shall, therefore bear an equal ( $1/265^{\text{th}}$ ) of such costs.

**Section 3. Administration of Community Facilities.** So long as the Developer continues to own at least forty (40) Residences within the two hundred sixty-five (265)-residence development of which the Brookwood Village Condominium is comprised, the Developer shall be solely entitled to administer and make all operating decisions with regard to the Community Facilities and to utilize the same for its marketing and administrative purposes, and for the operation of its residential rental program, in its absolute discretion. Thereafter, decisions relating to the administration and maintenance of the Community Facilities shall be made by a representative operating committee (hereinafter called the "Operating Committee") comprised of at least three (3) persons with at least one representative to be selected from each Benefitted Area and Other Benefitted Area whose occupants are entitled to use the Community Facilities and one representative selected by the Developer. So long as there is no Other Benefitted Area other than Brookwood Village Condominium (that is, Brookwood Village Condominium as may be expanded by Master Deed amendment from time to time), a delegate chosen by the Board of Directors of Brookwood Village Condominium Association shall comprise the Operating Committee together with the Developer's representatives. Each time an additional development is established within the Other Benefitted Areas, a delegate from such development shall be appointed to the Operating Committee by the entity responsible for administration of such development. Each delegate appointed shall serve for one year unless such appointment is terminated sooner by the terms of his or her appointment or by appointment of a replacement delegate by the entity responsible for the administration

of such development. The Operating Committee shall meet at least once a month at mutually satisfactory times.

**Section 4. Administration and Maintenance.** Regardless of the identity or composition of the Operating Committee, all decisions relative to the administration and maintenance of the Community Facilities shall be governed by the following standards:

(a) The Community Facilities shall be fairly administered for the benefit of all owners of Residences within the Benefitted Area and Other Benefitted Areas; *provided, however,* that the Developer shall be entitled to the exclusive use of (i) the three offices in the Clubhouse which it presently uses to operate and administer its apartment rental program and (ii) the two buildings which it uses for maintenance equipment and supplies for as long as the Developer continues to own and rent any Residences in the Brookwood Community.

(b) An annual operating budget for said Community Facilities shall be prepared (which budget shall be separate from the general operating budget of Brookwood Village Condominium or any other development within the Other Benefitted Areas), and all expenditures shall be consistent with said budget and subject to review by all parties affected thereby.

(c) Said budget shall provide reasonable, economical and efficient maintenance of the Community Facilities.

(d) So long as the Developer continues to own at least forty (40) Residences within the two hundred sixty-five (265) dwelling development of which Brookwood Village is comprised, the Developer shall be entitled, in its sole discretion, to promulgate and enforce all rules, regulations and policies with respect to the operation of the Community Facilities. Such rules and regulations may, without limitation, include subjects such as prohibitions and/or regulations with regard to the behavior upon and/or use of areas outside the perimeter of the Condominium Premises which outside areas are owned or managed by the Developer or its successors, for example and not by way of limitation, the confinement of pets within the Condominium boundaries. Thereafter, the rules, regulations and policies relating to the use of the Community Facilities may be adopted by a two-thirds (2/3) majority of the members of the Operating Committee. Such rules and policies may likewise, thereafter, also be adopted or changed by the affirmative vote of two-thirds (2/3) of the eligible votes attributable to owners of all completed residences within the Benefitted Area and Other Benefitted Areas with each such owner to have as many votes as he or she owns completed Residences. All such rules and policies which are thus adopted or modified by the Operating Committee or by a two-thirds (2/3) majority of the owners of completed Residences shall be equitable and nondiscriminatory as to all users.



## ARTICLE XII

## EASEMENTS

**Section 1. Structural Easements.** In the event any portion of a Dwelling or Common Element encroaches upon another Dwelling or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements for the benefit of the Co-owners 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 for the benefit of the Co-owners and the Association to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Dwelling 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 Dwelling interior wall which supports a Common Element.

**Section 2. Easements and Developmental Rights Retained by Developer.**

(a) **Roads.** Developer reserves for the benefit of itself, its successors and assigns, and for all Owners of Residences in the Future Development Area and all Owners of Dwellings in Brookwood Village Condominium and all future owners of land which may be withdrawn from the Condominium pursuant to Article VIII hereof, perpetual easements for the unrestricted use of all private drives and sidewalks in the Condominium and the Future Development Area as shown on the Condominium Subdivision Plan, as amended from time to time, for the purposes of ingress and egress to and from all or any portion of Brookwood Village Condominium and the Future Development Area described in Article VI and also for the purposes of access to Brookwood Village Condominium and other residential developments within the Future Development Area by the owners and occupants thereof and their invitees, successors and assigns. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium or in the Future Development Area, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so.

(b) **Utilities.** Developer also hereby reserves for the benefit of itself, its successors and assigns, all Co-owners in Brookwood Village Condominium and all future owners of the land described in Article VI as the Future Development Area or any portion or portions thereof, and for all future owners of land which may be withdrawn from the Condominium pursuant to Article VIII hereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located within the Condominium Premises, including, but not limited to, water, gas, electrical, telephone, cable television, storm and sanitary sewer mains.

In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, 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.

(c) **Community Facilities.** Developer reserves for the benefit of itself, its successors and assigns, all easements and rights to use for marketing and administrative purposes and obtain access to the Community Facilities as generally set forth in Articles X and XI of this Master Deed.

(d) **Confirmation of Specific Easements by Subsequent Recordings.** All easements created and reserved by and to the Developer, its successors and assigns anywhere in this Master Deed or in the Condominium Documents may be specifically confirmed, defined, clarified or otherwise established with reference to other properties lying within the Future Development Area and the owners thereof by duly recorded instruments from time to time including, without limitation, master deeds, declarations of easements and other documents executed and recorded by Developer, its successors and assigns. At the conclusion of the Development and Sales Period, if all two hundred sixty-five (265) Residences have not by then been included in the Condominium, the Developer shall prepare and record such easements as shall be necessary to confirm the rights of all Owners of the Benefitted Areas to share the use of the Community Facilities in a manner consistent with the Articles X and XI of this Master Deed and any other pertinent provisions hereof.

**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, cable television 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 so long as the Development and Sales Period has not expired.

**Section 4. Easements for Development, Marketing, Construction, Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utility companies shall have such easements as may be necessary over the Condominium Premises, including all Dwellings and Common Elements to exercise any rights and fulfill any responsibilities of development, marketing, construction, maintenance, repair, decoration, replacement or relocation which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association and the Developer to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements or equipment which affects the operation of Common Elements located within any Dwelling or its appurtenant Limited Common Elements

and the right of Developer to gain access to Dwellings or Common Elements to perform work for which it is obligated to the Association or to any Co-owner.

**Section 5. Easement for Maintenance of Homesite Units, Dwelling Exteriors and Other Appurtenances.** There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Homesite Units (Units 1 through 19, both inclusive) for access to the Homesite Units and the exterior of each of the Dwellings and other structures and appurtenances that are constructed within such Homesite Units to permit the maintenance for common landscaping, as determined by the Developer and the Association, and located within such Unit limits, and for other purposes set forth below. The Association shall, in the first instance (but subject to enlargement or reduction by action of its board of directors) be responsible and have easements for performance of the following maintenance functions within individual Homesite Units: lawn mowing, landscaping maintenance, fertilization and pruning. Each Co-owner shall be responsible for all other responsibilities and costs of decoration, maintenance, repair and replacement of his Homesite and the residential Dwelling constructed within his Homesite Unit, together with all appurtenances thereto, except as such responsibilities may be undertaken by the Association from time to time on behalf of all Co-owners. The Association may, in its sole discretion, undertake other functions from time to time with respect to Units 1 through 19 including, without limitation, snow shoveling or plowing of driveways, roof repair, tuck pointing, and painting and staining of the exteriors of dwellings and their appurtenances, but, in any such event, the Association budget must be enlarged and the assessments and charges to the Owners of Units 1 through 19 must be commensurately increased to cover the costs of such additional maintenance. In the event any Co-owner fails to discharge his maintenance responsibilities in accordance with the aesthetic, maintenance and architectural standards imposed by the Association and the Condominium Documents, the Association may enter upon the Homesite Unit and the exterior of the Dwelling thereon and perform any required decoration, maintenance, repair or replacement responsibilities and assess the costs thereof to the pertinent Co-owner of Units 1 through 19 in accordance with the provisions of Article II of the Bylaws.

**Section 6. Cable Television Agreements.** Cable television service for the Condominium is currently provided exclusively by Comcast Cablevision ("Comcast") and each Unit Owner will be responsible for subscribing individually for such service upon terms and conditions and at rates determined by Comcast. The Association, acting through its duly constituted board of directors (including the board of directors designated by the Developer prior to the Transitional Control Date) shall have the power and authority, from time to time, to grant such easements, licenses and other rights of entry, use and access and to enter into any exclusive 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 video distribution services (collectively "Telecommunications") to the Condominium and all Units therein with Comcast or other service provider. Any such agreement shall be binding for the term thereof on all Co-owners but, 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 with regard to a Telecommunications agreement which will violate any provision of any federal or state statute or regulation or of local ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with providing such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be paid to and shall be the sole property of the Developer if paid prior to the Transitional Control Date and any paid thereafter shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and any such fees paid after the Transitional Control Date shall be the property of the Association.

### ARTICLE XIII

#### AMENDMENT

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

**Section 1. Co-owner Consent.** No Dwelling dimension may be modified without the consent of the Co-owner and mortgagee of such Dwelling nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Dwelling to which the same are appurtenant.

**Section 2. By Developer.** Prior to two years after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to depict the Condominium and its improvements in an "as-built" manner, 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 diminish any rights of any Co-owners or mortgagees in the Condominium, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

**Section 3. Change in Value of Vote, Maintenance Fee and Percentages 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 or her mortgagee, nor shall the percentage of value assigned to any Dwelling be modified without like consent, except as elsewhere provided in this Master Deed.

**Section 4. Mortgagee Approval.** The Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would require the approval of mortgagee pursuant to Section 90 of the Act.

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners and 85% of first mortgagees.

**Section 6. Developer Approval.** No amendment to this Master Deed shall be effective without the written consent of the Developer so long as the Developer continues to offer any Dwelling in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project.

#### ARTICLE XIV

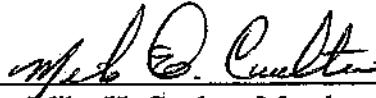
#### ASSIGNMENT

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.

**[Signatures and acknowledgment appear on next page]**

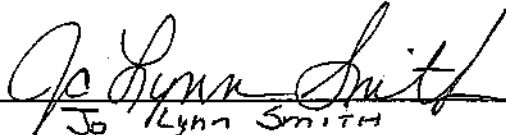
IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed on its behalf on this 16<sup>th</sup> day of February, 2005.

**BROOKWOOD FARMS, L.L.C.,**  
a Michigan limited liability company

By:   
Mike H. Coulter, Member

STATE OF MICHIGAN        )  
  ) SS.  
COUNTY OF LAPEER        )

On this 16<sup>th</sup> day of February, 2005, the foregoing Master Deed was acknowledged before me in Lapeer County, Michigan by Mike H. Coulter, a Member of Brookwood Farms, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

  
Jo Lynn Smith  
Notary Public, Lapeer County, Michigan  
My commission expires: 3/19/07  
Acting in Lapeer County, Michigan

Drafted by:

William T. Myers of MYERS NELSON DILLON & SHIERK, PLLC  
40701 North Woodward Avenue, Suite 235  
Bloomfield Hills, Michigan 48304

When recorded, return to drafter.

**EXHIBIT A****BROOKWOOD VILLAGE CONDOMINIUM****BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

Brookwood Village Condominium, a residential Condominium Project located in the City of South Lyon, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**ARTICLE II****ASSESSMENTS**

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

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

by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) **Budget; Regular Assessments.** The Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(d) below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient: (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$3,500.00 annually for the entire Condominium Project, or (2) that an emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Association also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Association to levy assessments pursuant to this subsection shall rest solely with the Association for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subsection (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding \$3,500.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special



assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above, which shall be levied in the sole discretion of the Association) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) **Limitations on Assessments for Litigation.** The Board of Directors shall not have authority under this Article II, Section 2, or any other provision of these Bylaws or the Master Deed, to levy any assessment, or to incur any expense or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than sixty-six and two-thirds (66 2/3%) percent of all Co-owners. This subsection shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to Article II, Section 7 of these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against Developer, whether by arbitration, judicial proceeding, or otherwise.

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

(e) **Other Assessments.** The Association shall also collect from all Co-owners, in addition to the assessments set forth above, all assessments levied by the Developer or the Operating Committee with respect to beneficial easements declared in favor of all Co-owners in the Brookwood Village Condominium. The default and enforcement provisions set forth in Sections 4, 5 and 7 of this Article II shall apply to the collection of all such assessments by the Association. All such assessments collected from the Co-owners shall be paid over by the Developer or the Operating Committee on or before the due date established by such entity for the payment of such assessments and such entity may maintain an action for non-payment against any defaulting Co-owner or against the Association, if delinquent. In addition, there shall be a lien for non-payment in favor of the Developer or the Operating Committee and against the Dwelling of any Co-owner who fails to pay such assessments which lien shall be enforceable by such entity in the same manner as is specified in above referenced Sections of this Article II.

**Section 3. Developer's Responsibility for Financial Contributions.** From the date of the closing of the first sale of a Unit to a purchaser, Developer shall commence payment of

amounts equal to the monthly Association assessments with respect to Units owned by it and shall pay such assessments with respect to such Units owned by it as long as such ownership continues. Such amounts need not be paid on a precise monthly schedule but shall be paid with reasonable periodicity. The Developer shall be entitled to credit against any such amounts falling due any sums paid directly by it to providers of services or materials for or on behalf of the Association or other expenses of the Association paid by it.

**Section 4. Penalties for Default.** The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed twenty-five (\$25.00) dollars per installment per month may be assessed automatically by the Association upon each installment in default for ten (10) or more days until paid in full. Each delinquent installment and/or related penalty which is not paid by the time the next regular monthly installment falls due shall constitute a separate delinquency for each month that it remains unpaid and is subject to the continuing assessment of separate additional delinquency penalties for each month during which the default continues. This late charge maximum may be increased from time to time by action of the Board of Directors which increase shall be effective unless revoked by vote of the members at a duly convened meeting of the Association. The Association may, pursuant to Article VII, Section 4 and Article VIII hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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

**Section 6. Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself or herself from liability for Co-owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of Co-owner's Unit.

**Section 7. Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against Co-owner's Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his or her Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under Co-owner. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article VII, Section 4 and Article VIII of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his, her or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the

date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform Co-owner that he or she may request a judicial hearing by bringing suit against the Association.

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

**Section 8. Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

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

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

**Section 11. Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property

of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

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

### ARTICLE III

#### ARBITRATION

**Section 1. Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

**Section 2. Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

**Section 3. Election of Remedies.** Such election and written consent by the parties to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

### ARTICLE IV

#### INSURANCE

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

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance

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

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

for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

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

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

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

## ARTICLE V

### RECONSTRUCTION OR REPAIR

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

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

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless eighty (80%) percent or more

of the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

**Section 2. Repair in Accordance with Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

**Section 3. Co-owner Responsibility for Repair.**

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

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

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



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

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

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

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

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

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

**Section 7. Notification of FHLMC and FNMA.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC, or FNMA, as the case may be, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if

the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

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

## ARTICLE VI

### RESTRICTIONS

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

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

**Section 2. Leasing and Rental.**

(a) **Right to Lease.** Except as hereinafter set forth, a Co-owner may lease his or her Unit for the same purposes set forth in Section 1 of this Article VI, provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the term of which is at least six (6) months and there shall be no more than one such lease during any successive twelve (12) month period, unless specifically approved in writing by the Developer and the Association. Further, no Co-owner shall, without Developer's written consent, lease his or her Unit or otherwise permit occupancy thereof for a consideration within the one (1) year period immediately following acquisition of the Unit by such Co-owner. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units for any periods of occupancy, in its sole and absolute discretion.

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

(1) Any Co-owner, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee

and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. Developer hereby notifies all Co-owners that Units in the Condominium, as may be expanded from time to time, may be rented pursuant to pre-existing leases which may be in effect prior any particular expansion date and that it may continue to rent Units in the Condominium at any time thereafter. A sample copy of the form of such leases is on file with the Developer and the Association and any Co-owner may inspect such lease form during normal business hours upon reasonable advance request and any new lease form utilized by Developer shall be likewise available in the event that the Developer elects to enter into any new leases in the Condominium at any time during the Development and Sale Period.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents. All leases and rental agreements shall so state (except for the Developer's pre-existing leases which do not contain such provisions which lack of inclusion, however, shall not waive the requirement that tenants and occupants shall comply with conditions of the Condominium Documents).

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

(i) The Association shall notify the Co-owner by certified mail as required by the Act advising of the alleged violation by the tenant. In view of the fact that certified mail is often undelivered to the addressee, the Association may serve such notice by personal delivery or first class regular mail in addition to certified mail.

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

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

Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

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

- (i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
- (ii) Initiate proceedings pursuant to subsection (3)(iii).

**Section 3. Alterations and Modifications.** No Co-owner (except the Developer) shall make alterations in exterior appearance or make structural modifications to his or her Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements without the express written approval of the Association, including without limitation exterior painting or the erection of antennas of any sort, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications. The Developer and/or the Association may establish policies or adopt rules and regulations from time to time which observe applicable federal communications laws but which are designed to limit dish antennas or similar devices to the greatest extent possible for aesthetic reasons. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association (on behalf of itself or any Co-owner) may remove or cause to be removed any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

**Section 4. Activities.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements or by any Co-owner within Brookwood Village Community nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium or the occupants of Brookwood Village Community. No unreasonably noisy activity shall be caused by a Co-owners in or on the Common Elements or in any Unit or in Brookwood Village Community at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the

Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

**Section 5. Pets.** No animals other than domesticated pets shall be maintained by any Co-owner on the Condominium Premises. No such pet may be kept or brought into the Condominium (other than fish and small caged birds) unless the Co-owner signs a separate pet agreement and registration on such form as the Association may require. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. Likewise, no Co-owner shall take or otherwise permit any animal to go beyond the boundaries of the Condominium Premises into any other part of Brookwood Village Community except while confined in a motor vehicle transporting the animal outside of the Community. Any pet running loose or left unattended, whether or not tied up, may be caught and turned over to the local animal shelter without liability of any sort to the owner thereof. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to adopt such reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association and may require offensive pets to be temporarily or permanently removed from the Condominium. Under no circumstances shall the Association be responsible to any Co-owner or Co-owner's family, guest, employee or agent for any enforcement of or alleged or actual failure to enforce the provisions of this Section 5. Reasonable exceptions to pet regulations may be made to accommodate animals for handicapped persons.

**Section 6. Aesthetics.** The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any porch and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be

permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. All Co-owners shall comply strictly with any recycling requirements of the Association and any public agency having jurisdiction. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his or her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. All drapery linings or other window treatment backings visible from the exterior of a Unit shall be white, off-white or otherwise neutral in color.

**Section 7. Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, personal watercraft, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium, except as specifically permitted by the Association in writing. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger vehicles, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. The Board of Directors may adopt rules and regulations from time to time limiting the numbers of vehicles which may be maintained on the Condominium Premises and/or specifically limiting the areas in which vehicles may be parked. No more than two motor vehicles per Unit shall be maintained on the Condominium Premises at any time.

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

**Section 9. Rules and Regulations.** It is intended that the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

**Section 10. Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each

Co-owner to provide the Association means of access to his or her Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his or her Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

**Section 11. Landscaping.** No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

**Section 12. Common Element Maintenance.** Sidewalks, landscaped areas, driveways and other General Common Element areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No personal property of any sort including, without limitation, bicycles, vehicles, chairs or other obstructions may be left unattended on or about the General Common Elements. Only furniture, equipment and other furnishings in good condition and repair of a nature intended for porch, deck or balcony use may be utilized upon or within such Limited Common Element areas. No supplies or other materials may be stored on porches, patios or balconies.

**Section 13. Co-owner Maintenance.** Each Co-owner shall maintain his or her Unit and any Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, tenants, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

**Section 14. Reserved Rights of Developer.**

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit and which are not visible from outside the Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been





submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial, developmental, construction, rehabilitation, or marketing activities, including erection of signs or billboards of any nature or size in any location, of the Developer or its agents, employees or contractors during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary set forth in this Article VI or elsewhere contained in the Condominium Documents, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development, modification and sale of the entire Project by Developer; and may continue to do so during the entire Development and Sales Period.

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

(d) **Entry Into Contracts For Project Services.** The Developer reserves, on behalf of itself and the Association, the right to enter into contracts for goods and services (including, without limitation, contracts for buildings and grounds maintenance, security services and leases of equipment) to be provided to the Condominium Project on such terms and provisions, including cost and duration, as Developer or the Association may, in the sole discretion of either, deem appropriate.

**Section 15. General.** The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all Co-owners. The Developer may, in the Developer's sole discretion, waive, at any time during the Development and Sales Period, any part of the restrictions set forth in this Article VI due to considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer and shall be so assigned in writing at the end of the Development and Sales Period. Developer may construct any improvements upon the Condominium Premises that Developer may, in Developer's sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

## ARTICLE VII

### REMEDIES FOR DEFAULT

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

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

**Section 2. Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

**Section 3. Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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

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

## ARTICLE VIII

### ASSESSMENT OF FINES

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

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

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

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board of Directors of the Association and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice.

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

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

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

(a) **First Violation.** No fine shall be levied; provided, however, that each day during which a violation continues shall be deemed to be a separate violation and any uncured continuing violation shall, thus, be deemed to be a separate violation on each successive day of its continuation.

(b) **Second Violation.** Twenty-Five Dollar (\$25.00) fine.

(c) **Third Violation.** Fifty Dollar (\$50.00) fine.

(d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

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

## ARTICLE IX

### MORTGAGES

**Section 1. Notice to Association.** Any Co-owner who mortgages his or her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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

## ARTICLE X

### VOTING

**Section 1. Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

**Section 2. Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XIII, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article XI. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article X below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members. At and after the First Annual Meeting the Developer shall be entitled to one (1) vote for each Unit which it owns.

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

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

**Section 5. Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and

any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

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

## ARTICLE XI

### MEETINGS

**Section 1. Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Association. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

**Section 2. First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty (50%) percent of all Units that may be created in Brookwood Village Condominium have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Association, and at least ten (10) days written notice thereof shall be given to each Co-owner.

**Section 3. Annual Meetings.** Annual meetings of members of the Association shall be held on the third Tuesday of May each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Association; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XIII of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

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

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

**Section 7. Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be president, vice president, secretary and treasurer.

**Section 8. Action Without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

**Section 9. Consent of Absentees.** The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 10. Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the president or secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be *prima facie* evidence that such notice was given.

## ARTICLE XII

### ADVISORY COMMITTEE

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

## ARTICLE XIII

### BOARD OF DIRECTORS

**Section 1. Number and Qualification of Directors.** The Board of Directors shall initially be comprised of three (3) members and shall continue to be so comprised until enlarged in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a board of five (5) directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.



**Section 2. Election of Directors.**

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

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the Units that may be created in Brookwood Village Condominium, one of the four (4) directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of fifty (50%) percent of the Units that may be created, two (2) of the five (5) directors shall be elected by non-developer Co-owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless such director is removed pursuant to Section 8 of this Article or resigns or becomes incapacitated.

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

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent of such Units, the non-developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Units that remain to be created and conveyed equal at least ten (10%) percent of all Units in the Project. Such Developer designee, if any, shall be one of the total number of directors referred to in Section 1 above. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, if title to not less than seventy-five percent (75%) of the Units which may be created has not been conveyed, the non-developer Co-owners have the right to elect a number of members of the Board

of directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (1) above. Application of this subparagraph does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (b) and subparagraph (c)(1), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subparagraph (c)(2) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one director as provided in subparagraph (1).

(4) At the First Annual Meeting, three directors shall be elected for a term of two (2) years and two directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate and the three persons (as the case may be) receiving the highest number of votes shall be elected for a term of two (2) years and the two persons (as the case may be) receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, the number of directors shall be elected whose terms then expire. After the First Annual Meeting, the term of office (except for two of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

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

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five (75%) percent of all of the members of the Association.
- (h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

**Section 5. Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of

the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years, which is not terminable by the Association upon 90-day written notice thereof to the other party, or which provides for a termination fee and no such contract shall violate the provisions of Section 55 of the Act.

**Section 6. Investigation and Assertion of Claims.** In order to minimize the possibility of imprudent and/or excessively costly assertion of claims without notice to and decisional participation by Co-owners, the Board shall establish and follow thorough procedural guidelines for the investigation and assertion of claims on behalf of the Association in order to facilitate compliance with the provisions of Article II, Section 2(c) of these Bylaws. Such guidelines shall be directed to the orderly evaluation of claims in a manner and to a degree that will enable the Board to make an affirmative recommendation to the Co-owners regarding such claims. Prior to engagement of attorneys or experts for the evaluation of claims, and the levying of any special assessments therefor, the Board shall conduct its own evaluation and make recommendations to the membership at a special meeting for such purpose at which such proposed undertakings shall be approved by sixty-six and two-thirds (66 2/3%) percent of all Co-owners, prior to implementation by the Board. Modified undertakings involving material cost increases and ultimate commencement of formal proceedings for assertion of claims shall each require that the Board follow the same procedure for obtaining membership approval. At each meeting of the members for approval of investigation and evaluation of claims, commencement of proceedings and levying of assessments in connection therewith, the Board shall furnish a report to the members with notice of the meeting on the determinations, recommendations and findings of the Board together with other pertinent information including, without limitation: (a) the basis for the claims; (b) the professional credentials of attorneys and/or other experts to be engaged; (c) cost projections and proposed fee agreements with respect to the investigation, evaluation and prosecution of the claims; (d) reports as to prior and anticipated actions taken and to be taken and the timing thereof.

**Section 7. Vacancies.** Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

**Section 8. Removal.** At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed (except for any director or directors which the Developer is entitled to designate) with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five (35%) percent requirement set

forth in Article X, Section 4. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

**Section 9. First Meeting.** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

**Section 11. Special Meetings.** Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of two (2) directors.

**Section 12. Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by such director of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 13. Quorum.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Provided, however, that no quorum may be deemed to exist in absence of the Developer's designee(s) on the Board without the express consent of such designee(s). The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

**Section 14. First Board of Directors.** The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall

be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

**Section 15. Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## ARTICLE XIV

### OFFICERS

**Section 1. Officers.** The principal officers of the Association shall be a president, who shall be a member of the Board of Directors, a vice president, a secretary and a treasurer. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person.

(a) **President.** The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

(c) **Secretary.** The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association. He or she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary.

(d) **Treasurer.** The treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the

Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

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

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

## ARTICLE XV

### SEAL

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

## ARTICLE XVI

### FINANCE

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

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

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

## ARTICLE XVII

### LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

**Section 1. Limitation of Liability of Volunteers.** No person who is a volunteer director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for breach of his or her fiduciary duty as a volunteer director or officer except for liability arising from: (a) Any breach of the volunteer director's or officer's duty of loyalty to the Association or its Members; (b) Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) A violation of Section 551(1) of the Michigan Non-Profit Corporation Act; (d) Any transaction from which the volunteer director or officer derived an improper personal benefit; or (e) An act or omission that is grossly negligent.

**Section 2. Assumption of Liability of Volunteers.** The Association further assumes liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer occurring on or after the effective date of this Article if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

**Section 3. Indemnification of Volunteers.** The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer director, volunteer officer, or nondirector or nonofficer volunteer of the Association, against all expenses including attorney's fees, judgments, penalties,



finer, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer director, volunteer officer, or nondirector or nonofficer volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XVII.

## ARTICLE XVIII

### AMENDMENTS

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

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

**Section 3. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of the mortgagees shall be required, with each mortgagee to have one vote for each Unit on which a first mortgage is held. As provided in Article XIII, Section 6 of the Master Deed, no amendment to these Bylaws shall be effective during the Development and Sales Period without the Developer's written consent.

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

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

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

**ARTICLE XIX  
COMPLIANCE**

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

**ARTICLE XX  
DEFINITIONS**

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

**ARTICLE XXI  
RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not,

under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

**ARTICLE XXII**

**SEVERABILITY**

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



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

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1735  
EXHIBIT 'B' TO THE MASTER DEED FOR

# BROOKWOOD VILLAGE CONDOMINIUM

CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN

## DESCRIPTIONS

### PARCEL 'A'

PART OF THE NORTHEAST 1/4 OF SECTION 28, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) SAID POINT BEING DISTANT S. 87°42'00" E., 184.71 FEET ALONG THE NORTH LINE OF SAID SECTION 28 (SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD) AND S. 09°15'40" W., 60.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28; THENCE FROM SAID POINT OF BEGINNING S. 87°42'00" E., 263.34 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD; THENCE S. 09°17'52" W., 351.65 FEET; THENCE N. 89°00'00" W., 97.00 FEET; THENCE N. 01°13'00" W., 31.45 FEET; THENCE E. 10°25'00" E., 10.00 FEET; THENCE S. 01°13'00" W., 31.45 FEET; THENCE E. 72°30'00" W., 25.00 FEET; THENCE S. 45°00'00" W., 24.00 FEET; THENCE S. 68°00'00" W., 20.00 FEET; THENCE N. 83°30'00" W., 10.00 FEET; THENCE N. 79°00'00" W., 23.45 FEET; THENCE N. 03°00'00" W., 12.00 FEET; THENCE N. 25°30'00" W., 11.25 FEET; THENCE N. 03°30'00" E., 45.55 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD AND THE POINT OF BEGINNING, CONTAINING 1.58 ACRES OR 68.73 SQUARE FEET OF LAND AND BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

### PARCEL 'B'

PART OF THE NORTHEAST 1/4 OF SECTION 28, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°42'00" E., 184.71 FEET ALONG THE NORTH LINE OF SAID SECTION 28 (SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD) PUBLIC - 120 FEET WIDE; AND S. 09°15'40" W., 60.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28; THENCE FROM SAID POINT OF BEGINNING N. 03°02'00" W., 314.43 FEET; THENCE N. 32°00'00" E., 56.15 FEET; THENCE N. 37°30'00" E., 26.50 FEET; THENCE N. 59°00'00" E., 12.48 FEET; THENCE DUE EAST, 13.00 FEET; THENCE S. 69°00'00" E., 13.15 FEET; THENCE S. 76°15'00" E., 20.75 FEET; THENCE S. 85°30'00" E., 19.45 FEET; THENCE S. 61°00'00" E., 29.00 FEET; THENCE S. 54°30'00" E., 20.50 FEET; THENCE S. 35°45'00" E., 31.50 FEET; THENCE S. 49°45'00" E., 31.15 FEET; THENCE S. 09°17'52" W., 35.00 FEET; THENCE S. 10°00'00" W., 24.00 FEET; THENCE S. 19°00'00" W., 31.25 FEET; THENCE S. 29°20'00" W., 22.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.85 ACRES OR 37.13 SQUARE FEET OF LAND AND BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

### PARCEL 'C'

PART OF THE NORTH 1/2 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, AND PART OF LOT 1 OF 'ASSESSOR'S PLAT NO. 3' ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 52 OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS, DESCRIBED, AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) SAID POINT BEING DISTANT S. 87°42'00" E., 84.20 FEET ALONG THE NORTH LINE OF SAID SECTION 29 (SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD) AND S. 09°17'52" W., 60.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING S. 09°17'52" W., 351.65 FEET; THENCE N. 89°00'00" W., 97.00 FEET; THENCE N. 01°13'00" W., 31.45 FEET; THENCE E. 10°25'00" E., 10.00 FEET; THENCE S. 01°13'00" W., 31.45 FEET; THENCE E. 72°30'00" W., 25.00 FEET; THENCE S. 45°00'00" W., 24.00 FEET; THENCE S. 68°00'00" W., 20.00 FEET; THENCE N. 83°30'00" W., 10.00 FEET; THENCE N. 79°00'00" W., 23.45 FEET; THENCE N. 03°00'00" W., 12.00 FEET; THENCE N. 25°30'00" W., 11.25 FEET; THENCE N. 03°30'00" E., 45.55 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD AND THE POINT OF BEGINNING, CONTAINING 1.58 ACRES OR 68.73 SQUARE FEET OF LAND AND BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

## INDEX OF DRAWINGS

### NO. TITLE

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- 2 SURVEY PLAN
- 3 SITE PLAN
- 4 SITE PLAN
- 5 UTILITY PLAN
- 6 UTILITY PLAN
- 7 FLOOR PLANS - UNIT TYPE 'A'
- 8 FLOOR PLANS - UNIT TYPE 'E'
- 9 FLOOR PLAN - UNIT TYPE 'P'
- GARAGE FLOOR PLAN
- 10 FIRST FLOOR PLAN - UNIT TYPES 'C' & 'G'
- GARAGE FLOOR PLAN
- 11 SECOND FLOOR PLAN - UNIT TYPES 'C' & 'G'
- 12 CROSS SECTIONS
- 13 PERIMETER PLANS
- 14 PERIMETER PLANS

## DEVELOPER

BROOKWOOD FARMS, L.L.C.  
POST OFFICE BOX 472  
LAPEER, MI 48446

## SURVEYOR

LANDWEHR & ASSOCIATES  
30050 MOULIN AVENUE  
WARREN, MI 48093

## DRAFTED BY

MICHAEL D. LEONE & ASSOCIATES  
2145 CROOKS ROAD, SUITE 30  
TROY, MI 48064



AS-BUILT DATED 2-8-2006

| REVISIONS |      | BROOKWOOD VILLAGE CONDOMINIUM |        |
|-----------|------|-------------------------------|--------|
| NO.       | DATE | BY                            | REASON |
|           |      |                               |        |
|           |      |                               |        |
|           |      |                               |        |
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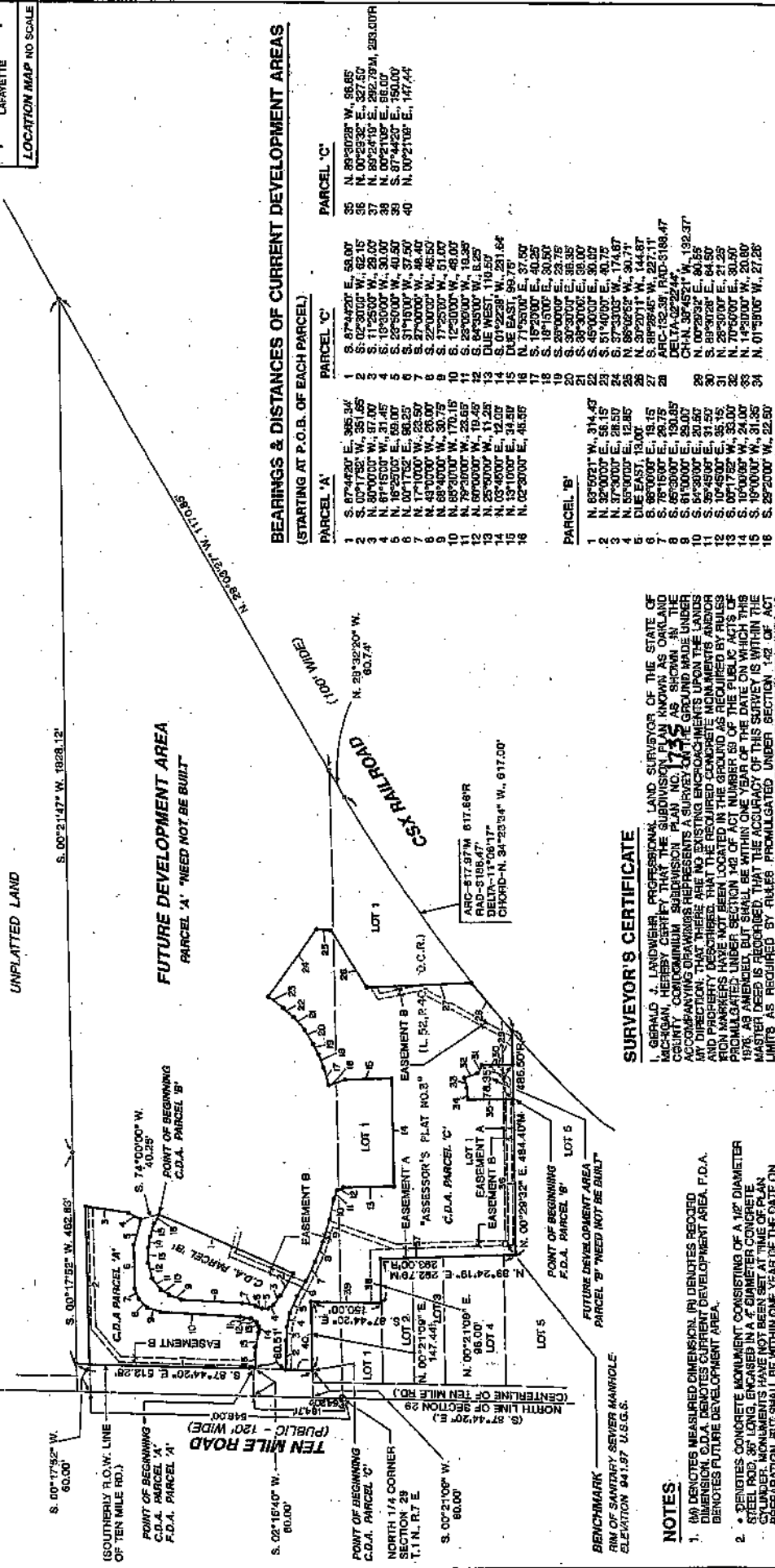
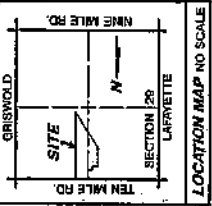
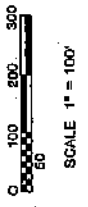
|            |     |              |   |
|------------|-----|--------------|---|
| PROJECT BY | MDL | DATE         |   |
| CHECKED BY |     | DATE         |   |
| SHEET NO.  | 1   | TOTAL SHEETS | 1 |

**COVER SHEET**

**MDL & Associates**  
MICHAEL D. LEONE & ASSOCIATES  
2145 CROOKS RD., SUITE 30, TROY, MI 48064  
OFFICE: (313) 486-4411 FAX: (313) 486-0889

RECORDED EASEMENTS

- EASEMENT A - 20' WIDE SANITARY SEWER EASEMENT IN FAVOR OF THE CITY OF SOUTH LYON RECORDED IN L 11181, P. 461, O.C.R.
- EASEMENT B - 10' WIDE EASEMENT TO DETROIT EDISON COMPANY RECORDED IN L 16283, P. 265, L 16737, P. 624 AND L 18076, P. 112, O.C.R.



BEARINGS & DISTANCES OF CURRENT DEVELOPMENT AREAS (STARTING AT P.O.B. OF EACH PARCEL)

| PARCEL 'A'                | PARCEL 'C'                   | PARCEL 'C'                   | PARCEL 'C'                   |
|---------------------------|------------------------------|------------------------------|------------------------------|
| 1 S. 87°47'20" E. 58.00'  | 1 S. 87°47'20" E. 58.00'     | 1 S. 87°47'20" E. 58.00'     | 1 N. 89°30'29" W. 86.85'     |
| 2 S. 00°17'52" W. 60.00'  | 2 S. 02°30'00" W. 62.16'     | 2 S. 02°30'00" W. 62.16'     | 2 S. 02°30'00" W. 62.16'     |
| 3 S. 00°17'52" W. 60.00'  | 3 S. 11°25'00" W. 29.00'     | 3 S. 11°25'00" W. 29.00'     | 3 S. 11°25'00" W. 29.00'     |
| 4 S. 00°17'52" W. 60.00'  | 4 S. 15°30'00" W. 30.00'     | 4 S. 15°30'00" W. 30.00'     | 4 S. 15°30'00" W. 30.00'     |
| 5 S. 00°17'52" W. 60.00'  | 5 N. 00°21'09" E. 96.00'     | 5 N. 00°21'09" E. 96.00'     | 5 N. 00°21'09" E. 96.00'     |
| 6 S. 00°17'52" W. 60.00'  | 6 S. 07°44'20" E. 612.25'    | 6 S. 07°44'20" E. 612.25'    | 6 S. 07°44'20" E. 612.25'    |
| 7 S. 00°17'52" W. 60.00'  | 7 N. 00°21'09" E. 96.00'     | 7 N. 00°21'09" E. 96.00'     | 7 S. 07°44'20" E. 612.25'    |
| 8 S. 00°17'52" W. 60.00'  | 8 S. 27°00'00" W. 46.40'     | 8 S. 27°00'00" W. 46.40'     | 8 S. 27°00'00" W. 46.40'     |
| 9 S. 00°17'52" W. 60.00'  | 9 S. 17°25'00" W. 48.50'     | 9 S. 17°25'00" W. 48.50'     | 9 S. 17°25'00" W. 48.50'     |
| 10 S. 00°17'52" W. 60.00' | 10 S. 12°30'00" W. 49.00'    | 10 S. 12°30'00" W. 49.00'    | 10 S. 12°30'00" W. 49.00'    |
| 11 S. 00°17'52" W. 60.00' | 11 S. 28°00'00" W. 19.85'    | 11 S. 28°00'00" W. 19.85'    | 11 S. 28°00'00" W. 19.85'    |
| 12 S. 00°17'52" W. 60.00' | 12 N. 60°00'00" W. 11.25'    | 12 N. 60°00'00" W. 11.25'    | 12 DUE WEST 110.50'          |
| 13 S. 00°17'52" W. 60.00' | 13 S. 00°21'09" E. 96.00'    | 13 S. 00°21'09" E. 96.00'    | 13 S. 00°21'09" E. 96.00'    |
| 14 S. 00°17'52" W. 60.00' | 14 N. 00°21'09" E. 96.00'    | 14 N. 00°21'09" E. 96.00'    | 14 S. 00°21'09" E. 96.00'    |
| 15 S. 00°17'52" W. 60.00' | 15 S. 00°21'09" E. 96.00'    | 15 S. 00°21'09" E. 96.00'    | 15 S. 00°21'09" E. 96.00'    |
| 16 S. 00°17'52" W. 60.00' | 16 N. 02°30'00" E. 46.55'    | 16 N. 02°30'00" E. 46.55'    | 16 S. 00°21'09" E. 96.00'    |
| 17 S. 00°17'52" W. 60.00' | 17 S. 15°30'00" E. 40.25'    | 17 S. 15°30'00" E. 40.25'    | 17 S. 15°30'00" E. 40.25'    |
| 18 S. 00°17'52" W. 60.00' | 18 S. 18°15'00" E. 23.75'    | 18 S. 18°15'00" E. 23.75'    | 18 S. 18°15'00" E. 23.75'    |
| 19 S. 00°17'52" W. 60.00' | 19 S. 29°00'00" E. 36.35'    | 19 S. 29°00'00" E. 36.35'    | 19 S. 29°00'00" E. 36.35'    |
| 20 S. 00°17'52" W. 60.00' | 20 S. 30°30'00" E. 36.00'    | 20 S. 30°30'00" E. 36.00'    | 20 S. 30°30'00" E. 36.00'    |
| 21 S. 00°17'52" W. 60.00' | 21 S. 45°00'00" E. 30.50'    | 21 S. 45°00'00" E. 30.50'    | 21 S. 45°00'00" E. 30.50'    |
| 22 S. 00°17'52" W. 60.00' | 22 S. 51°40'00" E. 40.75'    | 22 S. 51°40'00" E. 40.75'    | 22 S. 51°40'00" E. 40.75'    |
| 23 S. 00°17'52" W. 60.00' | 23 S. 54°30'00" E. 30.50'    | 23 S. 54°30'00" E. 30.50'    | 23 S. 54°30'00" E. 30.50'    |
| 24 S. 00°17'52" W. 60.00' | 24 S. 54°30'00" E. 30.50'    | 24 S. 54°30'00" E. 30.50'    | 24 S. 54°30'00" E. 30.50'    |
| 25 S. 00°17'52" W. 60.00' | 25 DUE EAST 13.00'           | 25 DUE EAST 13.00'           | 25 S. 54°30'00" E. 30.50'    |
| 26 S. 00°17'52" W. 60.00' | 26 S. 88°22'48" W. 237.11'   | 26 S. 88°22'48" W. 237.11'   | 26 S. 88°22'48" W. 237.11'   |
| 27 S. 00°17'52" W. 60.00' | 27 ARC 132.39' RAD 8188.47'  | 27 ARC 132.39' RAD 8188.47'  | 27 DELTA 32°22'44"           |
| 28 S. 00°17'52" W. 60.00' | 28 CH-N 39°45'21" W. 132.37' | 28 CH-N 39°45'21" W. 132.37' | 28 CH-N 39°45'21" W. 132.37' |
| 29 S. 00°17'52" W. 60.00' | 29 S. 00°29'32" E. 80.55'    | 29 S. 00°29'32" E. 80.55'    | 29 S. 00°29'32" E. 80.55'    |
| 30 S. 00°17'52" W. 60.00' | 30 S. 89°30'29" E. 84.50'    | 30 S. 89°30'29" E. 84.50'    | 30 S. 89°30'29" E. 84.50'    |
| 31 S. 00°17'52" W. 60.00' | 31 S. 28°00'00" E. 21.25'    | 31 S. 28°00'00" E. 21.25'    | 31 S. 28°00'00" E. 21.25'    |
| 32 S. 00°17'52" W. 60.00' | 32 S. 10°45'00" E. 30.50'    | 32 S. 10°45'00" E. 30.50'    | 32 S. 10°45'00" E. 30.50'    |
| 33 S. 00°17'52" W. 60.00' | 33 S. 10°45'00" E. 30.50'    | 33 S. 10°45'00" E. 30.50'    | 33 S. 10°45'00" E. 30.50'    |
| 34 S. 00°17'52" W. 60.00' | 34 S. 19°00'00" W. 21.25'    | 34 S. 19°00'00" W. 21.25'    | 34 S. 19°00'00" W. 21.25'    |
| 35 S. 00°17'52" W. 60.00' | 35 S. 29°20'00" W. 22.50'    | 35 S. 29°20'00" W. 22.50'    | 35 S. 29°20'00" W. 22.50'    |

SURVEYOR'S CERTIFICATE

I, GERALD J. LANDWEHR, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COMMUNITY CONDOMINIUM SUBDIVISION PLAN NO. 1735 ACCOMPANYING DRAWINGS REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED, THAT THE REQUIRED CONCRETE MONUMENTS AND/OR IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 89 OF THE PUBLIC ACTS OF 1978, AS AMENDED, BUT SHALL BE WITHIN ONE YEAR OF THE DATE OF PLAN PREPARATION, BUT SHALL BE WITHIN ONE YEAR OF THE DATE ON WHICH THIS MASTER DEED IS RECORDED. THE BEARINGS AND DISTANCES SHOWN ARE NOT ON THE SURVEY PLAN AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 89 OF THE PUBLIC ACTS OF 1978, AS AMENDED. THE BEARINGS AND DISTANCES SHOWN ARE IN RELATION TO THE EAST LINE OF ASSESSOR'S PLAT NO. 357 ACCORDING TO THE MASTER DEED AS RECORDED IN LIBER 82, PAGE 48, OAKLAND COUNTY RECORDS.

DATE 2-9-2005

GERALD J. LANDWEHR  
PROFESSIONAL LAND SURVEYOR NO. 10086  
LANDWEHR & ASSOCIATES  
30050 MOLLIN AVENUE  
WARREN, MI 48093

- NOTES
- (M) DENOTES MEASURED DIMENSION; (R) DENOTES RECORDED DIMENSION; (C.D.A.) DENOTES CURRENT DEVELOPMENT AREA; (F.D.A.) DENOTES FUTURE DEVELOPMENT AREA.
  - DENOTES CONCRETE MONUMENT CONSISTING OF A 1 1/2" DIAMETER STEEL ROD, 36" LONG, ENCASED IN A 4" DIAMETER CONCRETE CYLINDER. MONUMENTS HAVE NOT BEEN SET AT TIME OF PLAN PREPARATION, BUT SHALL BE WITHIN ONE YEAR OF THE DATE ON WHICH THIS MASTER DEED IS RECORDED.
  - BEARINGS ARE IN RELATION TO THE EAST LINE OF ASSESSOR'S PLAT NO. 357 ACCORDING TO THE MASTER DEED AS RECORDED IN LIBER 82, PAGE 48, OAKLAND COUNTY RECORDS.
  - EXISTING EASEMENTS AS SHOWN PER FIRST AMERICAN TITLE INSURANCE COMPANY, POLICY NO. 63-528832.

MDL & associates  
REGISTERED PROFESSIONAL LAND SURVEYORS  
2145 ROCKWOOD VILLAGE CONDOMINIUM  
OFFICE: 5810 1/2 COTTAGE DRIVE, WARREN, MI 48093

AS-BUILT DATED 2-9-2005

**BOUNDARY COORDINATES**

| NO. | NORTHING | EASTING | NO. | NORTHING | EASTING |
|-----|----------|---------|-----|----------|---------|
| 1   | 4932.81  | 5182.20 | 26  | 4765.52  | 5367.56 |
| 2   | 4918.39  | 5547.26 | 27  | 4753.01  | 5394.25 |
| 3   | 4666.75  | 5545.43 | 28  | 4728.05  | 5402.66 |
| 4   | 4593.59  | 5449.91 | 29  | 4693.52  | 5409.21 |
| 5   | 4598.72  | 5422.33 | 30  | 4680.52  | 5408.04 |
| 6   | 4655.31  | 5439.01 | 31  | 4636.88  | 5404.87 |
| 7   | 4751.56  | 5439.51 | 32  | 4637.24  | 5394.67 |
| 8   | 4793.03  | 5414.84 | 33  | 4635.19  | 5121.74 |
| 9   | 4793.03  | 5414.84 | 34  | 4943.10  | 5119.02 |
| 10  | 4804.22  | 5386.20 | 35  | 4844.68  | 5113.28 |
| 11  | 4817.57  | 5216.57 | 36  | 4915.51  | 5106.28 |
| 12  | 4821.89  | 5193.32 | 37  | 4778.46  | 5069.92 |
| 13  | 4831.60  | 5178.47 | 38  | 4746.40  | 5070.46 |
| 14  | 4841.73  | 5171.57 | 39  | 4703.28  | 5048.40 |
| 15  | 4853.70  | 5172.36 | 40  | 4680.16  | 5031.07 |
| 16  | 4887.29  | 5180.22 | 41  | 4611.50  | 5015.90 |
| 17  | 4887.26  | 5383.84 | 42  | 4594.64  | 5005.42 |
| 18  | 4726.25  | 5101.43 | 43  | 4546.83  | 4997.85 |
| 19  | 4773.87  | 5131.18 | 44  | 4543.28  | 4990.40 |
| 20  | 4784.89  | 5147.32 | 45  | 4543.28  | 4973.90 |
| 21  | 4802.26  | 5170.84 | 46  | 4596.92  | 4619.63 |
| 22  | 4802.26  | 5170.84 | 47  | 4699.96  | 4912.40 |
| 23  | 4795.91  | 5182.95 | 48  | 4795.96  | 4912.99 |
| 24  | 4799.84  | 5211.75 | 49  | 4790.04  | 5082.87 |
| 25  | 4779.58  | 5242.20 | 50  | 4937.48  | 5065.78 |

**UNIT DATA**

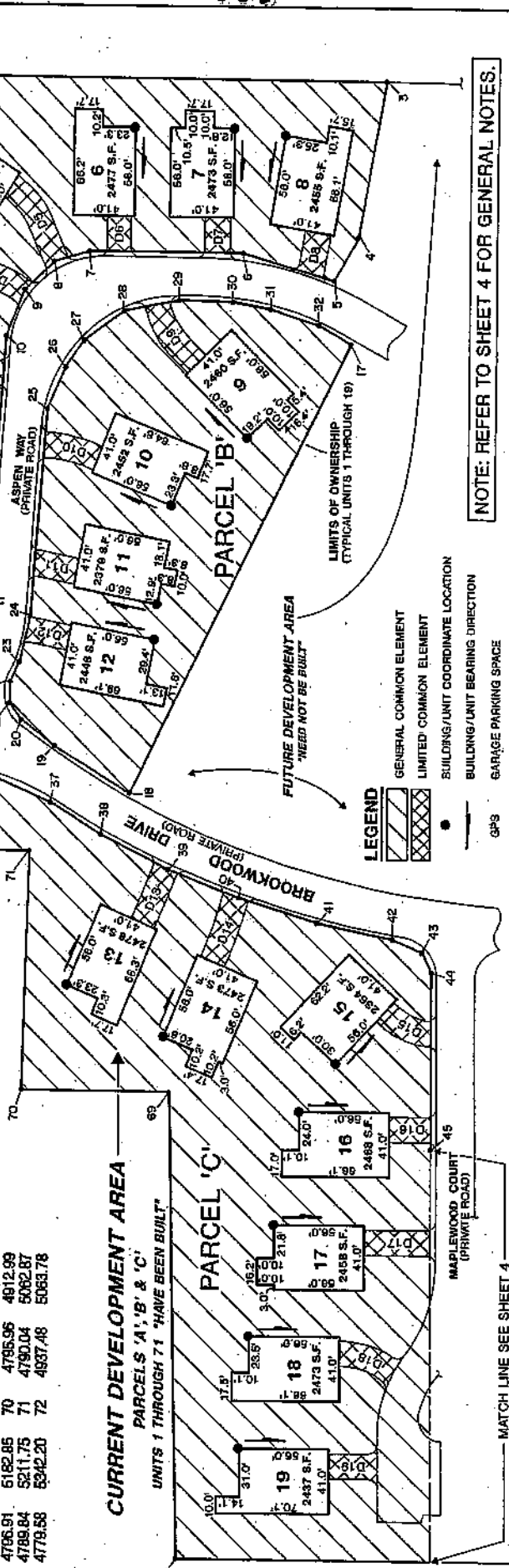
| NO. | NORTHING | EASTING | BEARING         |
|-----|----------|---------|-----------------|
| 1   | 4895.14  | 5249.90 | S. 02°15'40" W. |
| 2   | 4892.70  | 5311.65 | S. 02°15'40" W. |
| 3   | 4888.26  | 5373.30 | S. 03°45'00" W. |
| 4   | 4878.28  | 5449.34 | S. 13°30'00" W. |
| 5   | 4843.39  | 5516.87 | S. 32°45'00" W. |
| 6   | 4732.94  | 5516.30 | N. 89°42'08" W. |
| 7   | 4670.54  | 5515.97 | N. 89°42'08" W. |
| 8   | 4630.58  | 5512.32 | N. 80°30'00" W. |
| 9   | 4681.96  | 5323.91 | N. 45°45'00" E. |
| 10  | 4696.99  | 5281.09 | N. 20°30'00" E. |
| 11  | 4708.01  | 5219.96 | N. 10°30'00" E. |
| 12  | 4703.35  | 5197.92 | N. 10°30'00" E. |
| 13  | 4767.13  | 4978.76 | S. 68°45'00" E. |
| 14  | 4703.96  | 4946.92 | S. 68°45'00" E. |
| 15  | 4686.43  | 4890.67 | S. 47°00'00" E. |
| 16  | 4618.84  | 4800.90 | S. 00°30'00" W. |
| 17  | 4634.61  | 4830.42 | S. 00°30'00" W. |
| 18  | 4649.85  | 4760.73 | S. 00°30'00" W. |
| 19  | 4667.62  | 4689.68 | S. 00°30'00" W. |

**UNIT DATA**

| NO. | NORTHING | EASTING | BEARING         |
|-----|----------|---------|-----------------|
| 20  | 4695.14  | 5249.90 | S. 02°15'40" W. |
| 21  | 4692.70  | 5311.65 | S. 02°15'40" W. |
| 22  | 4688.26  | 5373.30 | S. 03°45'00" W. |
| 23  | 4678.28  | 5449.34 | S. 13°30'00" W. |
| 24  | 4643.39  | 5516.87 | S. 32°45'00" W. |
| 25  | 4732.94  | 5516.30 | N. 89°42'08" W. |
| 26  | 4670.54  | 5515.97 | N. 89°42'08" W. |
| 27  | 4630.58  | 5512.32 | N. 80°30'00" W. |
| 28  | 4681.96  | 5323.91 | N. 45°45'00" E. |
| 29  | 4696.99  | 5281.09 | N. 20°30'00" E. |
| 30  | 4708.01  | 5219.96 | N. 10°30'00" E. |
| 31  | 4703.35  | 5197.92 | N. 10°30'00" E. |
| 32  | 4767.13  | 4978.76 | S. 68°45'00" E. |
| 33  | 4703.96  | 4946.92 | S. 68°45'00" E. |
| 34  | 4686.43  | 4890.67 | S. 47°00'00" E. |
| 35  | 4618.84  | 4800.90 | S. 00°30'00" W. |
| 36  | 4634.61  | 4830.42 | S. 00°30'00" W. |
| 37  | 4649.85  | 4760.73 | S. 00°30'00" W. |
| 38  | 4667.62  | 4689.68 | S. 00°30'00" W. |

**CURRENT DEVELOPMENT AREA**

UNITS 1 THROUGH 71 HAVE BEEN BUILT



NOTE: REFER TO SHEET 4 FOR GENERAL NOTES.

AS-BUILT DATED 2-8-2005

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**SITE PLAN**

**MDL & associates**  
 MICHAEL D. LUTER & ASSOCIATES  
 2148 CROSSING RD., SUITE 200, TRUST, 400PM  
 SPRING LAKE, NC 27111 (704) 436-1422

DATE:  

SCALE: 1"=30'

SHEET NO. **3**

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- BUILDING/UNIT COORDINATE LOCATION
- BUILDING/UNIT BEARING DIRECTION
- GARAGE PARKING SPACE
- HANDICAPPED PARKING SPACE
- UNIT DESIGNATION
  - 69 SECOND FLOOR UNIT NUMBER
  - 90 FIRST FLOOR UNIT NUMBER
- (31) BUILDING DESIGNATION (SHEET 4)
- D19: DRIVEWAY - UNIT ASSIGNMENT
- 44: BOUNDARY COORDINATE POINT DESIGNATION
- 60B: CARPORT IDENTIFICATION NUMBER

MATCH LINE SEE SHEET 4

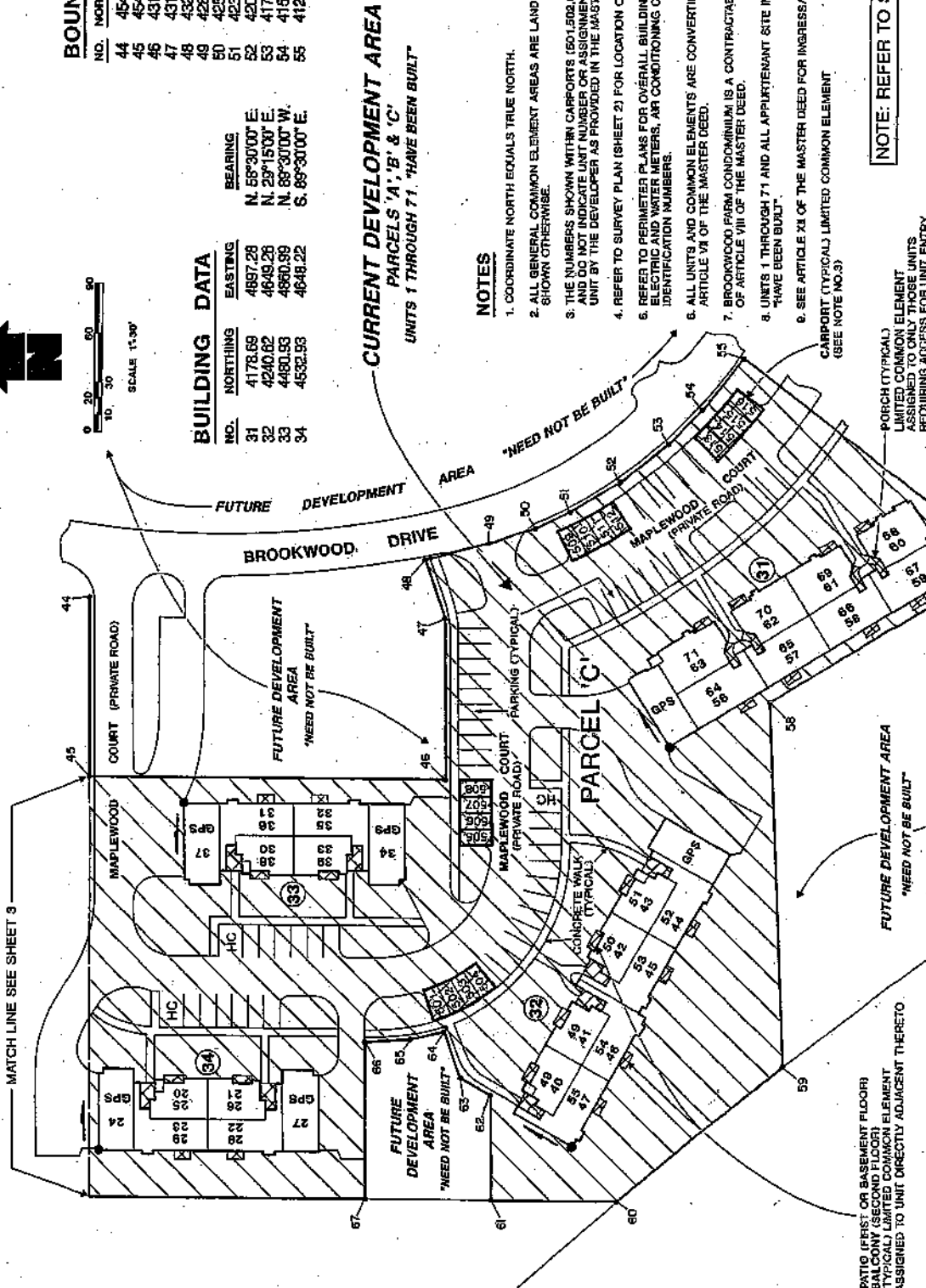
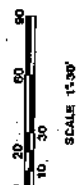
FUTURE DEVELOPMENT AREA  
NEED NOT BE BUILT

**BOUNDARY COORDINATES**

| NO. | NORTHING | EASTING | NO. | NORTHING | EASTING |
|-----|----------|---------|-----|----------|---------|
| 44  | 4543.28  | 4930.40 | 56  | 3988.19  | 5029.17 |
| 45  | 4543.28  | 4879.90 | 57  | 3930.31  | 4998.53 |
| 46  | 4311.71  | 4874.34 | 58  | 4116.34  | 4928.36 |
| 47  | 4311.71  | 4974.09 | 59  | 4109.31  | 4698.33 |
| 48  | 4323.35  | 5009.73 | 60  | 4212.54  | 4615.47 |
| 49  | 4284.63  | 5020.38 | 61  | 4233.09  | 4616.16 |
| 50  | 4255.57  | 5029.93 | 62  | 4292.63  | 4680.65 |
| 51  | 4234.22  | 5040.34 | 63  | 4311.21  | 4690.79 |
| 52  | 4202.90  | 5058.79 | 64  | 4321.22  | 4719.60 |
| 53  | 4173.16  | 5082.44 | 65  | 4341.36  | 4714.40 |
| 54  | 4151.95  | 5103.66 | 66  | 4368.60  | 4713.46 |
| 55  | 4126.67  | 5135.62 | 67  | 4369.43  | 4616.81 |

**BUILDING DATA**

| NO. | NORTHING | EASTING | BEARING         |
|-----|----------|---------|-----------------|
| 31  | 4178.69  | 4897.28 | N. 68°30'00" E. |
| 32  | 4240.62  | 4649.62 | N. 29°15'00" E. |
| 33  | 4480.93  | 4980.99 | N. 88°30'00" W. |
| 34  | 4532.93  | 4648.22 | S. 89°30'00" E. |



**CURRENT DEVELOPMENT AREA**  
 PARCELS 'A', 'B' & 'C'  
 UNITS 1 THROUGH 71. "HAVE BEEN BUILT"

**NOTES**

1. COORDINATE NORTH EQUALS TRUE NORTH.
2. ALL GENERAL COMMON ELEMENT AREAS ARE LANDSCAPED EXCEPT THOSE WHICH ARE PAVED OR SHOWN OTHERWISE.
3. THE NUMBERS SHOWN WITHIN CARPORTS (601, 602, 603, ETC.) ARE FOR IDENTIFICATION PURPOSES ONLY AND DO NOT INDICATE UNIT NUMBER OR ASSIGNMENT. CARPORTS MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.
4. REFER TO SURVEY PLAN (SHEET 2) FOR LOCATION OF EXISTING EASEMENTS.
5. REFER TO PERIMETER PLANS FOR OVERALL BUILDING DIMENSIONS, UNIT LAYOUT, LOCATION OF GAS, ELECTRIC AND WATER METERS, AIR CONDITIONING COMPRESSORS AND GARAGE PARKING SPACE IDENTIFICATION NUMBERS.
6. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO THE PROVISIONS OF ARTICLE VI OF THE MASTER DEED.
7. BROOKWOOD FARM CONDOMINIUM IS A CONTRACTABLE CONDOMINIUM PURSUANT TO THE PROVISIONS OF ARTICLE VIII OF THE MASTER DEED.
8. UNITS 1 THROUGH 71 AND ALL APPURTENANT SITE IMPROVEMENTS NEEDED FOR SAID UNITS "HAVE BEEN BUILT".
9. SEE ARTICLE XI OF THE MASTER DEED FOR INGRESS/EGRESS EASEMENTS TO AND FROM TEN MILE ROAD. CARPORT (TYPICAL) LIMITED COMMON ELEMENT (SEE NOTE NO.3)

**NOTE: REFER TO SHEET 3 FOR LEGEND.**

PATIO (FIRST OR BASEMENT FLOOR)  
 BALCONY (SECOND FLOOR)  
 (TYPICAL) LIMITED COMMON ELEMENT  
 ASSIGNED TO UNIT DIRECTLY ADJACENT THERETO

PORCH (TYPICAL)  
 LIMITED COMMON ELEMENT  
 ASSIGNED TO ONLY THOSE UNITS  
 REQUIRING ACCESS FOR UNIT ENTRY



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**SITE PLAN**

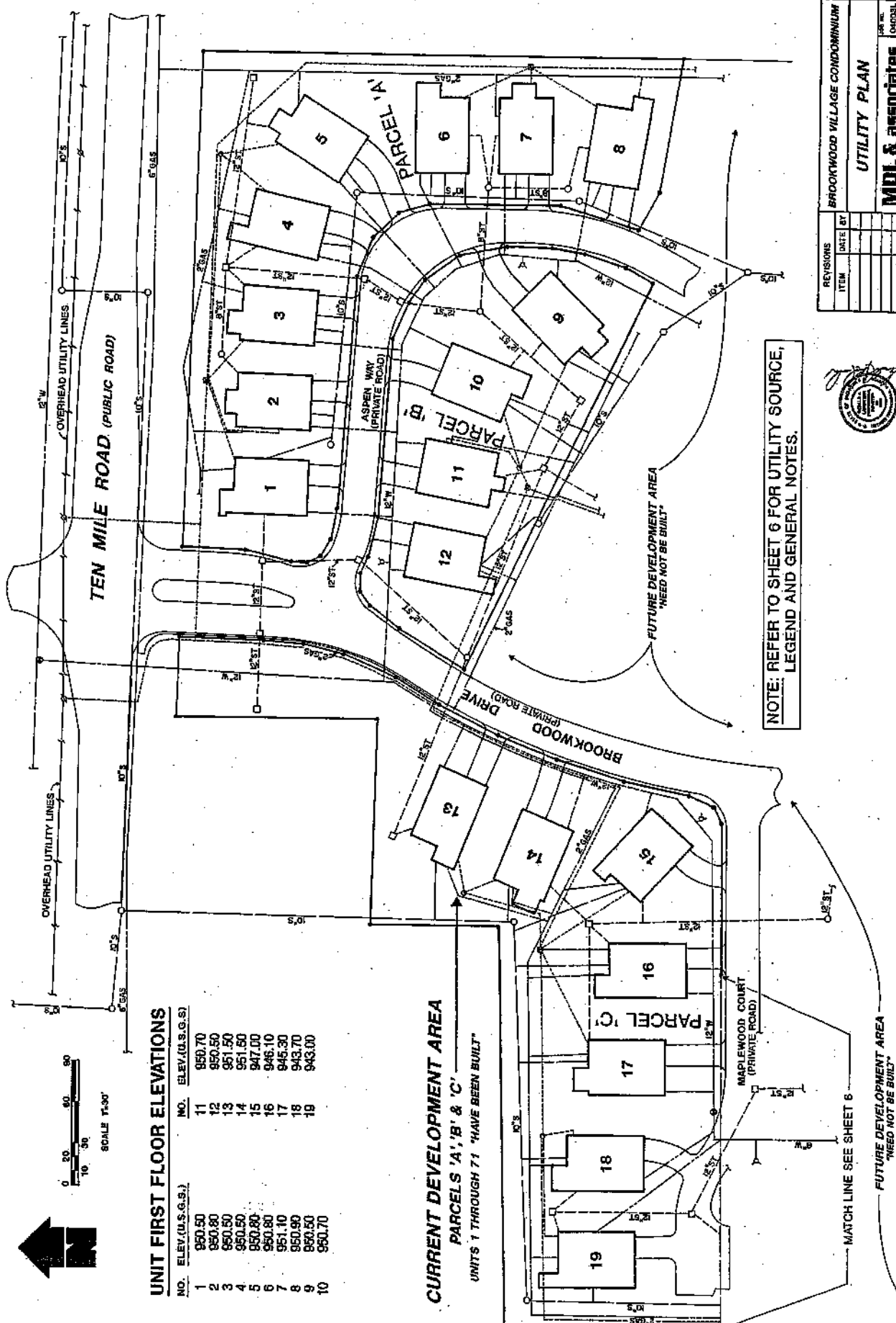
BROOKWOOD VILLAGE CONDOMINIUM

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**MDL & Associates**  
 MICHAEL D. LARSEN & ASSOCIATES  
 1142 CHURCH RD., SUITE 201, MT. AIRY, NC 28549  
 OFFICE: (919) 486-4111 FAX: (919) 486-0022

SHEET NO. **4**





**UNIT FIRST FLOOR ELEVATIONS**

| NO. | ELEV. (U.S.G.S.) | NO. | ELEV. (U.S.G.S.) |
|-----|------------------|-----|------------------|
| 1   | 950.50           | 11  | 950.70           |
| 2   | 950.80           | 12  | 950.50           |
| 3   | 950.50           | 13  | 951.50           |
| 4   | 950.50           | 14  | 951.50           |
| 5   | 950.80           | 15  | 947.00           |
| 6   | 950.80           | 16  | 946.10           |
| 7   | 951.10           | 17  | 945.30           |
| 8   | 950.90           | 18  | 943.70           |
| 9   | 950.50           | 19  | 943.00           |
| 10  | 950.70           |     |                  |

**CURRENT DEVELOPMENT AREA**  
PARCELS 'A', 'B' & 'C'

UNITS 1 THROUGH 11 'HAVE BEEN BUILT'

**NOTE: REFER TO SHEET 6 FOR UTILITY SOURCE, LEGEND AND GENERAL NOTES.**

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**UTILITY PLAN**

**MDL & associates**  
REGISTERED PROFESSIONAL ENGINEER  
2145 CHOCOLETTE BLVD. SUITE 201, FORT WORTH, TX 76104  
PHONE: (817) 342-1111 FAX: (817) 342-0522

PROJECT NO. **5**



AS-BUILT DATED 2-8-2005

**BUILDING FIRST FLOOR ELEVATIONS**

| BLDG. | UNITS                   | ELEVATION (U.S.A.S.) |
|-------|-------------------------|----------------------|
| 31    | 55,63,64,71, GARAGE     | 936.50               |
| 31    | 57-62,65-70             | 934.50               |
| 32    | 40,47,48,55             | 937.60               |
| 32    | 41,42,45,46,49,50,53,54 | 938.93               |
| 32    | 43,44,51,52, GARAGE     | 937.60               |
| 33    | 30,31,36-38, GARAGE     | 941.23               |
| 33    | 32-35,39, GARAGE        | 939.90               |
| 34    | 20,23-25,29, GARAGE     | 941.27               |
| 34    | 21,22,26-28, GARAGE     | 940.00               |

**LEGEND**

- WATER MAIN
- STORM SEWER
- GAS MAIN
- TELEPHONE/ELECTRIC/CABLE TV
- MANHOLE
- CATCH BASIN
- END SECTION
- FIRE HYDRANT
- GATE VALVE
- UTILITY POLE
- ○ SANITARY SEWER
- DETROIT EDISON TRANSFORMER
- DETROIT EDISON SECONDARY PEDESTAL
- HANDICAPPED PARKING SPACE
- GARAGE PARKING SPACE
- BUILDING DESIGNATION
- UNIT DESIGNATION
- SECOND FLOOR UNIT NUMBER
- FIRST FLOOR UNIT NUMBER

**SOURCE**

- CITY OF SOUTH LIXON
- CITY OF SOUTH LIXON
- CITY OF SOUTH LIXON
- CONSUMERS ENERGY
- SBC COMMUNICATIONS
- DETROIT EDISON
- COMCAST CABLEVISION

**UTILITY**

- WATER MAIN
- STORM SEWER
- SANITARY SEWER
- GAS MAIN
- TELEPHONE
- ELECTRIC
- CABLE TV

**CURRENT DEVELOPMENT AREA**

PARCELS 'A', 'B' & 'C'

UNITS 1 THROUGH 71 "HAVE BEEN BUILT"

**NOTES**

1. THE LOCATION OF OVERHEAD/UNDERGROUND UTILITIES AS SHOWN ON THIS PLAN ARE FROM EXISTING RECORDS AND NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE ACCURACY OR COMPLETENESS THEREOF.
2. WATER SERVICE LEADS FOR UNITS 1 THROUGH 10 ARE 1". WATER SERVICE LEADS FOR BUILDINGS 31 THROUGH 34 ARE 1-1/2". ALL SANITARY SEWER SERVICE LEADS FOR UNITS 1 THROUGH 31 THROUGH 34 ARE 8". ALL GAS SERVICE LEADS ARE 1-1/4".
3. THE CITY OF SOUTH LIXON DOES NOT PARTICIPATE IN THE NATIONAL FLOOD INSURANCE RATE PROGRAM AND THEREFOR IT CAN NOT BE DETERMINED IF THIS SITE LIES WITHIN A FEDERALLY ESTABLISHED FLOOD PLAIN HAZARD AREA.
4. REFER TO SURVEY PLAN (SHEET 2) FOR LOCATION OF EXISTING EASEMENTS OVER CURRENT DEVELOPMENT AREA.
5. UNITS 1 THROUGH 71 AND ALL APPURTENANT UTILITIES NEEDED TO SERVICE SAID UNITS "HAVE BEEN BUILT".



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**UTILITY PLAN**

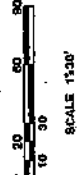
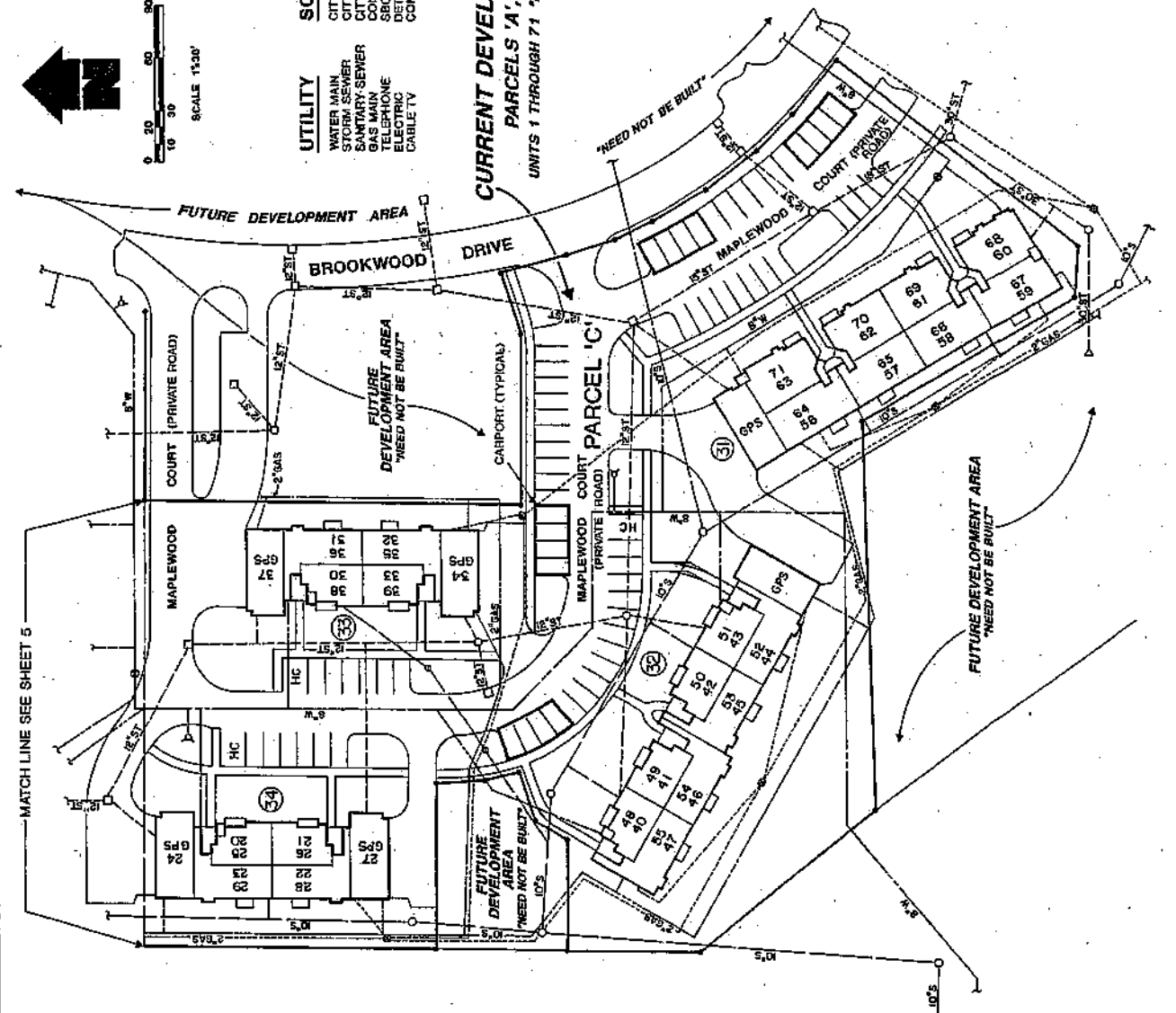
**MDL & Associates**

ENGINEERS & ARCHITECTS

6145 CANTON RD., SUITE 201, WESTLAND, MI 48090

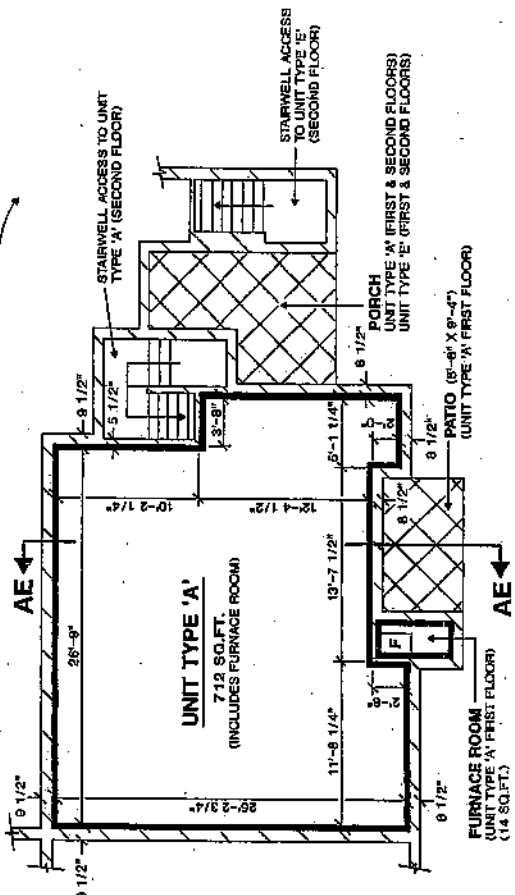
OFFICE: (313) 486-5111, FAX: (313) 486-5127

AS-BUILT DATED 2-8-2005



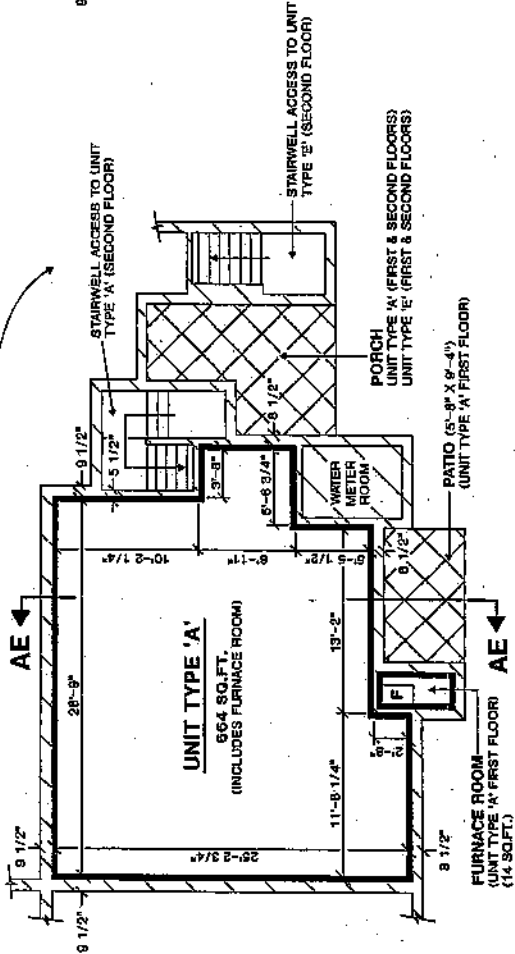
MATCH LINE SEE SHEET 5

UNIT TYPE 'E' (FIRST FLOOR)



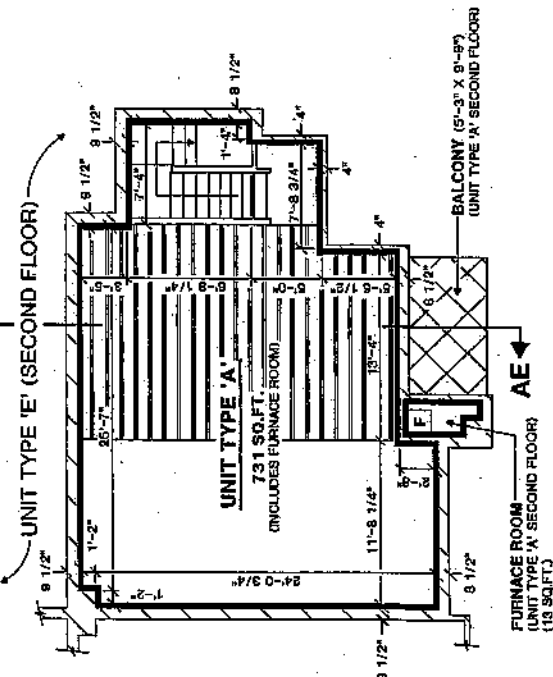
UNIT TYPE 'A' - FIRST FLOOR (WITHOUT WATER METER ROOM)

UNIT TYPE 'E' (FIRST FLOOR)



UNIT TYPE 'A' - FIRST FLOOR (WITH ADJACENT WATER METER ROOM)

UNIT TYPE 'E' (SECOND FLOOR)



UNIT TYPE 'A' - SECOND FLOOR

NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.
2. ALL WALL SIZES ARE 8 1/2" UNLESS OTHERWISE INDICATED.
3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING SIZE AND CONFIGURATION, UNIT TYPE/NUMBER LAYOUT AND LOCATION OF UTILITY METERS AND AIR CONDITIONING COMPRESSORS.
4. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTOR DEVIATIONS.

LEGEND

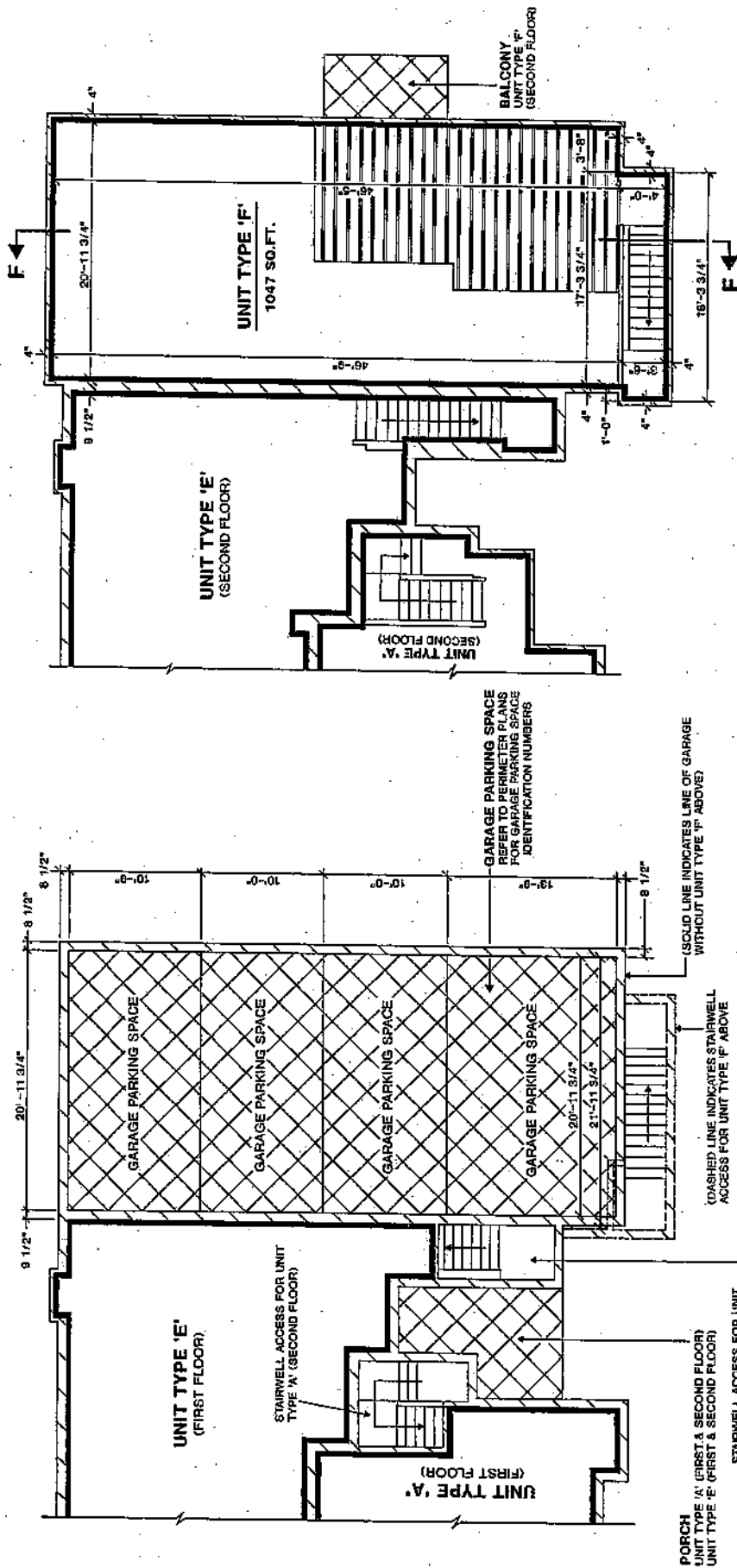
- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - SLOPED CEILING
  - LIMITS OF OWNERSHIP
  - FURNACE
- SCALE 1" = 4'



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BROOKWOOD VILLAGE CONDOMINIUM  
 FLOOR PLANS - UNIT TYPE 'A'  
 MDL & Associates  
 2000 W. 10TH ST., SUITE 100, WYOMING, NE 68004  
 OFFICE: 402-333-1111 FAX: 402-333-1122  
 DRAWING NO. 2-8-2005  
 SHEET NO. 7





**UNIT TYPE 'F' - SECOND FLOOR**  
(ABOVE GARAGE - ADJACENT TO UNIT TYPES 'A' & 'E' ONLY)

**GARAGE FLOOR PLAN**  
(ADJACENT TO UNIT TYPES 'A' & 'E' ONLY)

**LEGEND**

- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - SLOPED CEILING
  - LIMITS OF OWNERSHIP
- 0 2 4  
1 3  
SCALE 1" = 4'

**NOTES**

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.
2. ALL WALL SIZES ARE AS SHOWN ON PLAN.
3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING SIZE AND CONFIGURATION, UNIT TYPE/NUMBER LAYOUT AND LOCATION OF UTILITY METERS AND AIR CONDITIONING COMPRESSORS.
4. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.

PORCH  
UNIT TYPE 'A' (FIRST & SECOND FLOOR)  
UNIT TYPE 'E' (FIRST & SECOND FLOOR)  
UNIT TYPE 'F' (SECOND FLOOR)

STAIRWELL ACCESS FOR UNIT TYPE 'A' (SECOND FLOOR)

(DASHED LINE INDICATES STAIRWELL ACCESS FOR UNIT TYPE 'F' ABOVE)

(SOLID LINE INDICATES LINE OF GARAGE WITHOUT UNIT TYPE 'F' ABOVE)

GARAGE PARKING SPACE REFER TO PERIMETER PLANS FOR GARAGE PARKING SPACE IDENTIFICATION NUMBERS

UNIT TYPE 'E' (FIRST FLOOR)

UNIT TYPE 'E' (SECOND FLOOR)

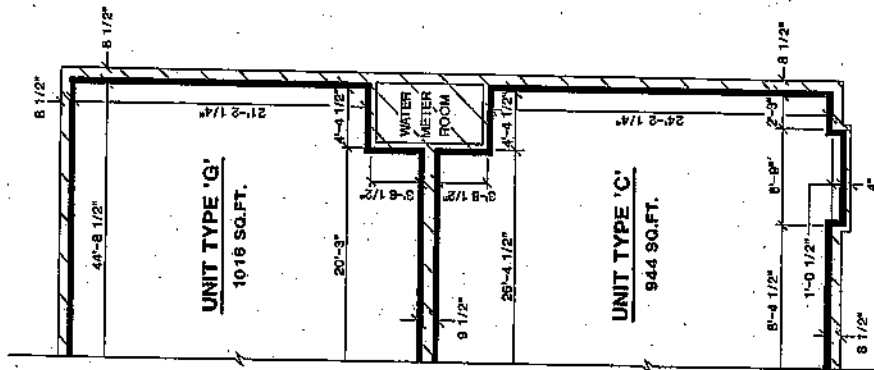
UNIT TYPE 'F' 1047 SQ.FT.

BALCONY UNIT TYPE 'F' (SECOND FLOOR)

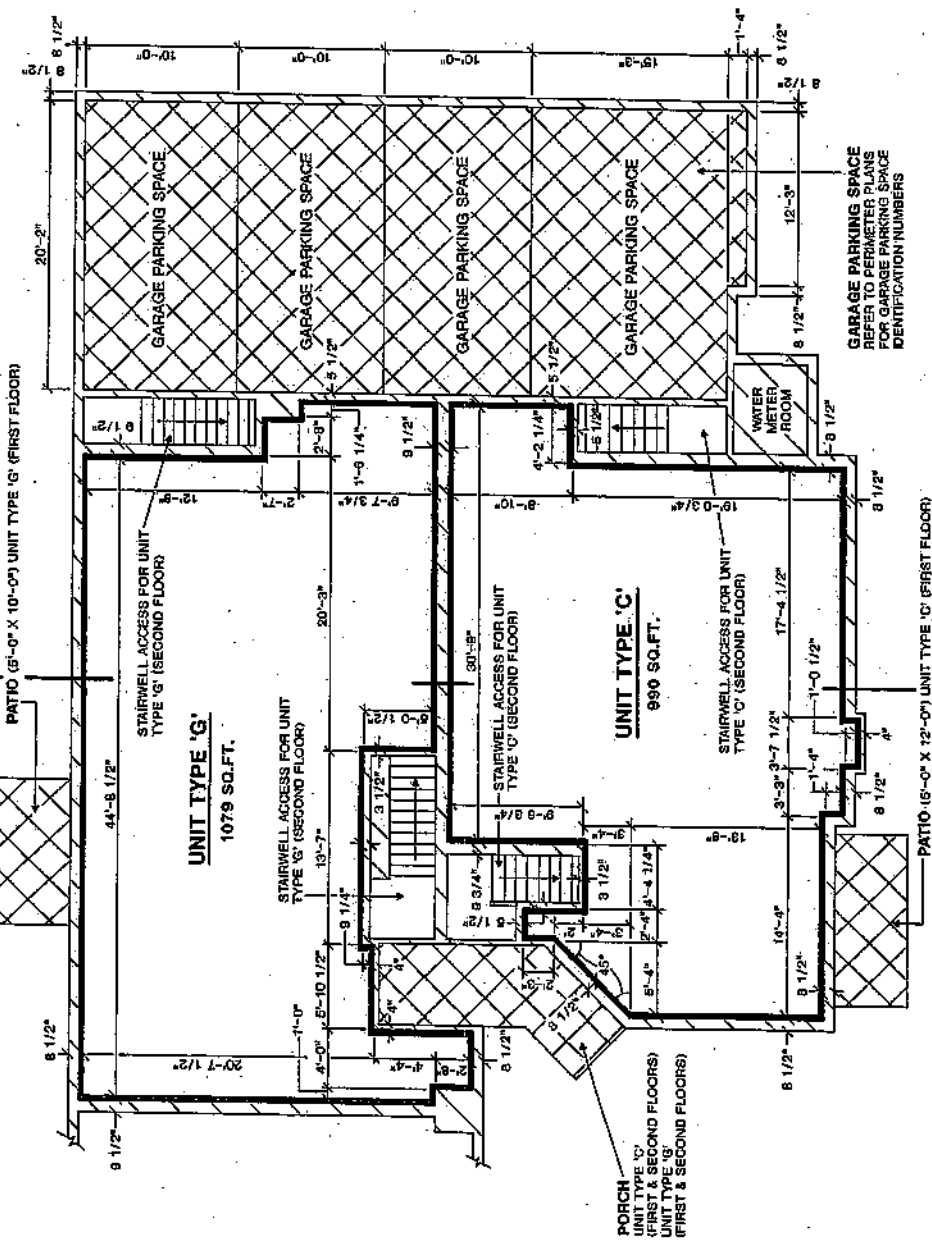


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**MDL & Associates**  
 ARCHITECTS & ASSOCIATES  
 1545 RICHMOND RD., SUITE 201, BALTIMORE, MD 21244  
 OFFICE: BALTIMORE (410) 528-8200 FAX: (410) 528-8202  
 PROJECT NO. **9**

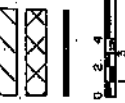


**UNIT TYPES 'C' & 'G' - FIRST FLOOR**  
(WITHOUT ATTACHED GARAGE)



**UNIT TYPES 'C' & 'G' - FIRST FLOOR (WITH ATTACHED GARAGE)**

- LEGEND**
- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - LIMITS OF OWNERSHIP
- NOTES**
1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE INDICATED.
  2. ALL WALL SIZES ARE AS SHOWN ON PLAN.
  3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING SIZE AND CONFIGURATION, UNIT TYPE/NUMBER LAYOUT AND LOCATION OF UTILITY METERS AND AIR CONDITIONING COMPRESSORS.
  4. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.

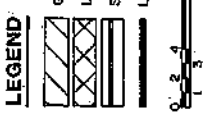
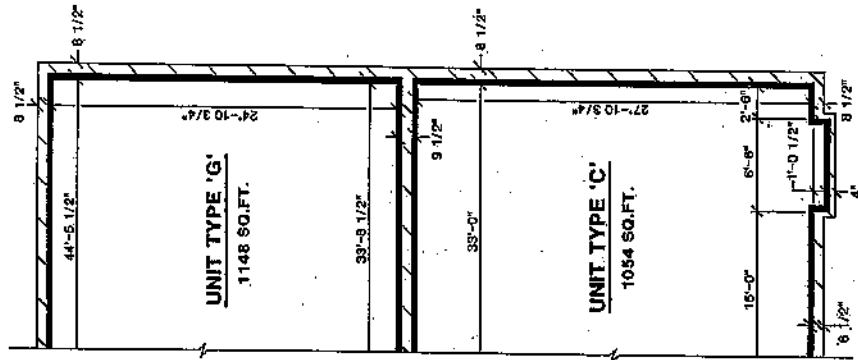
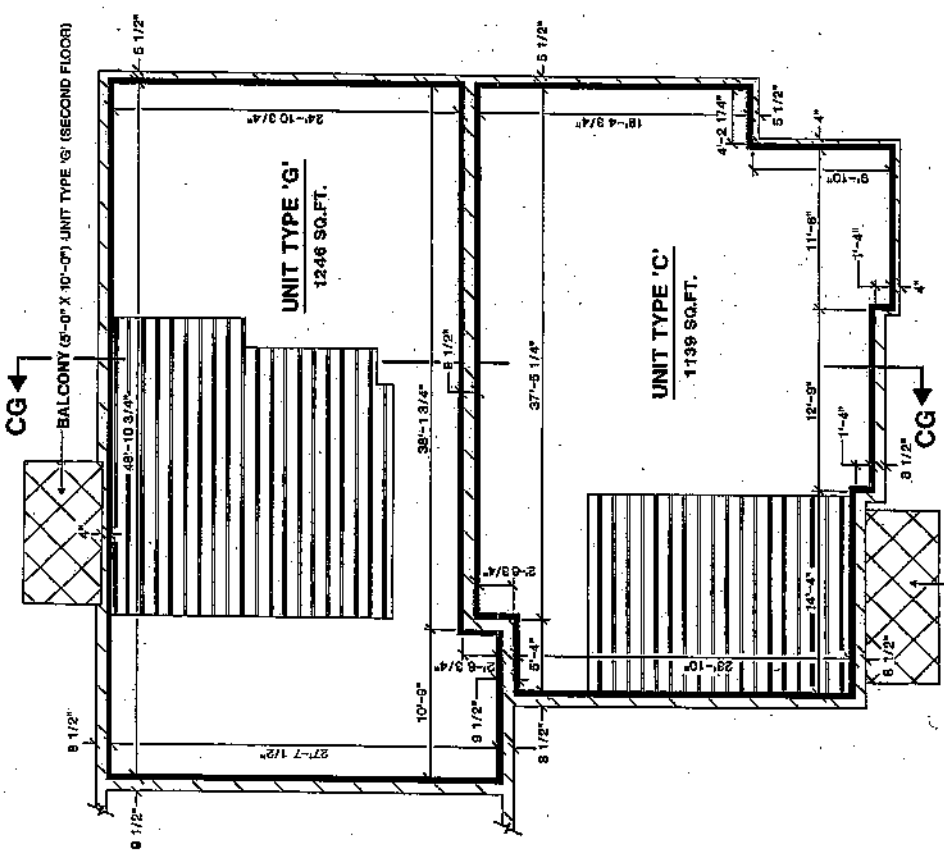


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**MDL & Associates**  
 ARCHITECTS, ENGINEERS & ASSOCIATES  
 2146 CROOKS RD., SUITE 201, TROY, MI 48064  
 (313) 486-1111 FAX: (313) 486-0922

PROJECT NO. \_\_\_\_\_  
 SHEET NO. **10**

AS-BUILT DATED: 2-8-2005



**NOTES**

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.
2. ALL WALL SIZES ARE AS SHOWN ON PLAN.
3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING SIZE AND CONFIGURATION. UNIT TYPE/NUMBER, LOCATION AND LOCATION OF UTILITY METERS AND AIR CONDITIONING COMPRESSORS.
4. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.

**UNIT TYPES 'C' & 'G' - SECOND FLOOR**

(WITHOUT ATTACHED GARAGE AT FIRST FLOOR)

**UNIT TYPES 'C' & 'G' - SECOND FLOOR**

(WITH ATTACHED GARAGE AT FIRST FLOOR)

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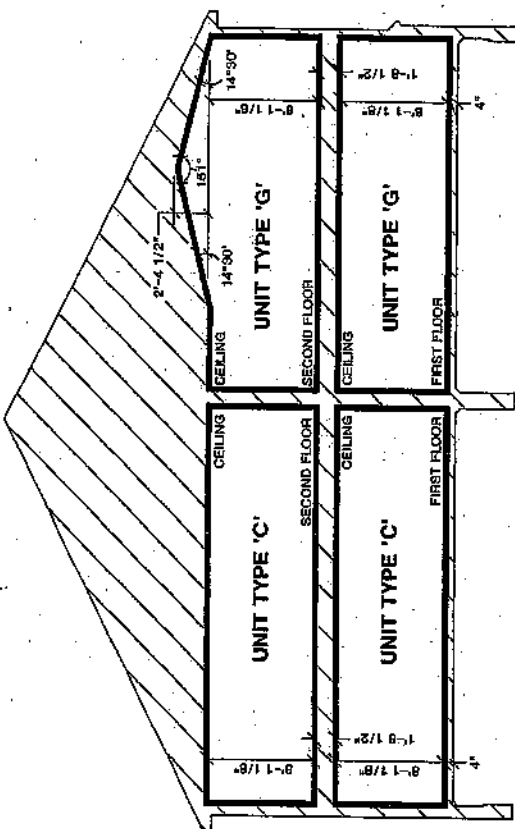
  

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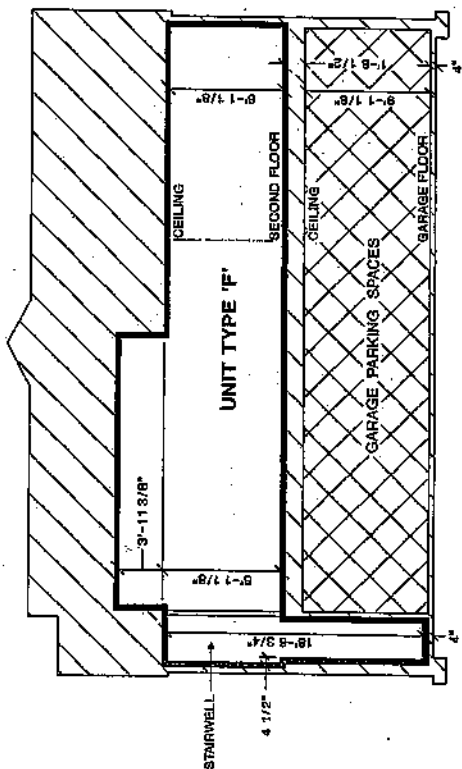
**MDL & Associates**  
ARCHITECTURAL & ASSOCIATES  
2145 CROQUIS BL. SUITE 301, TROY, MI 48064  
OPTICAL DIAL 840-840-1111 FAX 840-840-0925



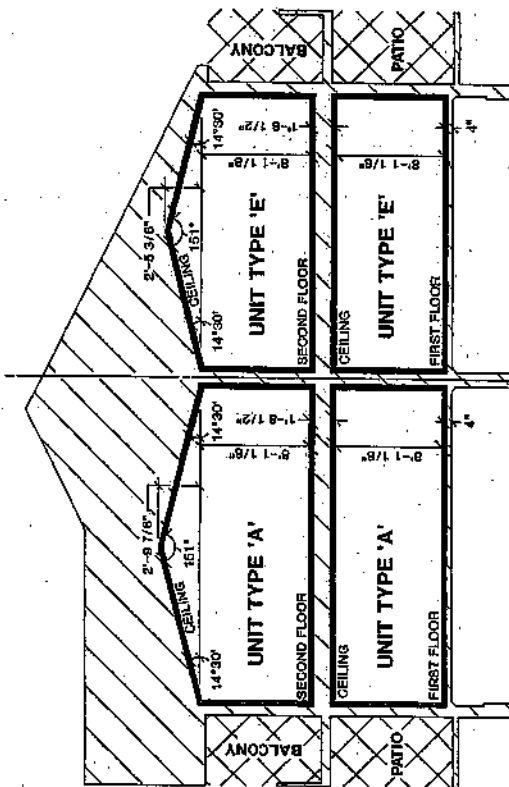
AS-BUILT DATED 2-8-2005



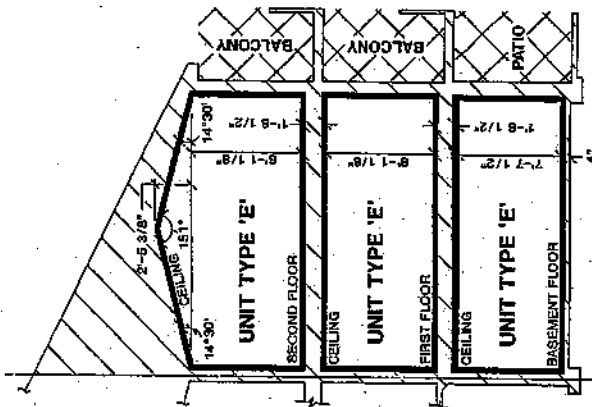
CROSS SECTION C/G-C/G



CROSS SECTION F-F



CROSS SECTION A/E-A/E



CROSS SECTION E-E

(FOR FIRST FLOOR UNIT TYPE 'E' WITH BASEMENT)

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE INDICATED.
2. REFER TO FLOOR PLANS FOR ALL UNIT WALL SIZES.
3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING SIZE AND CONFIGURATION, UNIT TYPE/NUMBER LAYOUT AND LOCATION OF UTILITY METERS AND AIR CONDITIONING COMPRESSORS.
4. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.

AS-BUILT DATED 2-8-2005

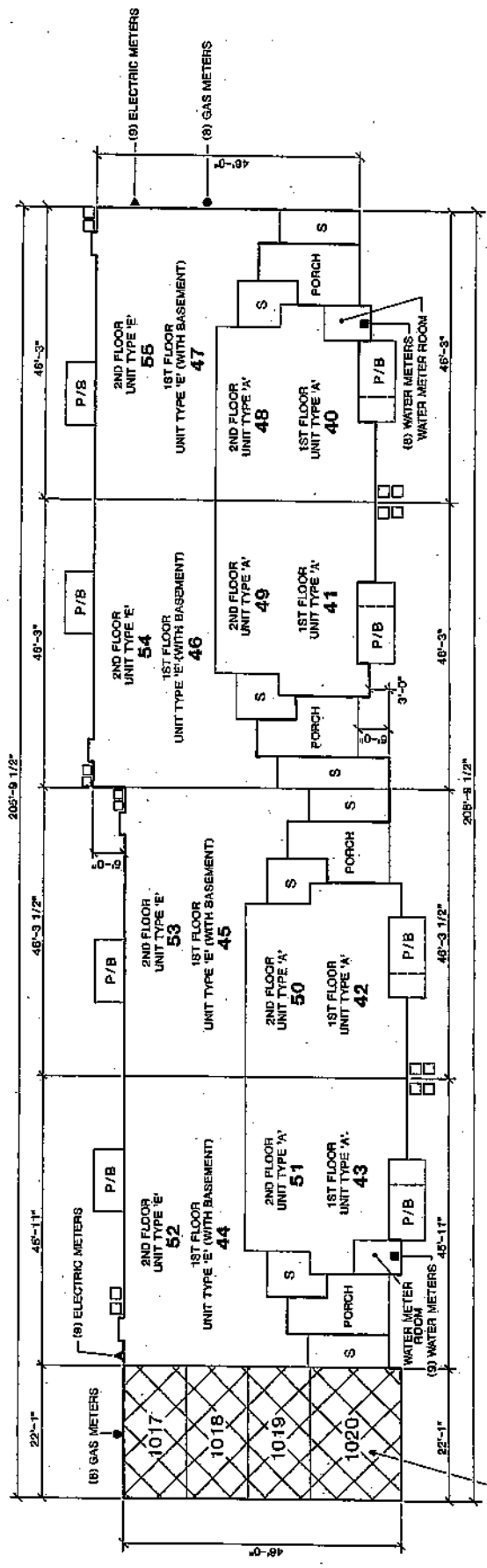
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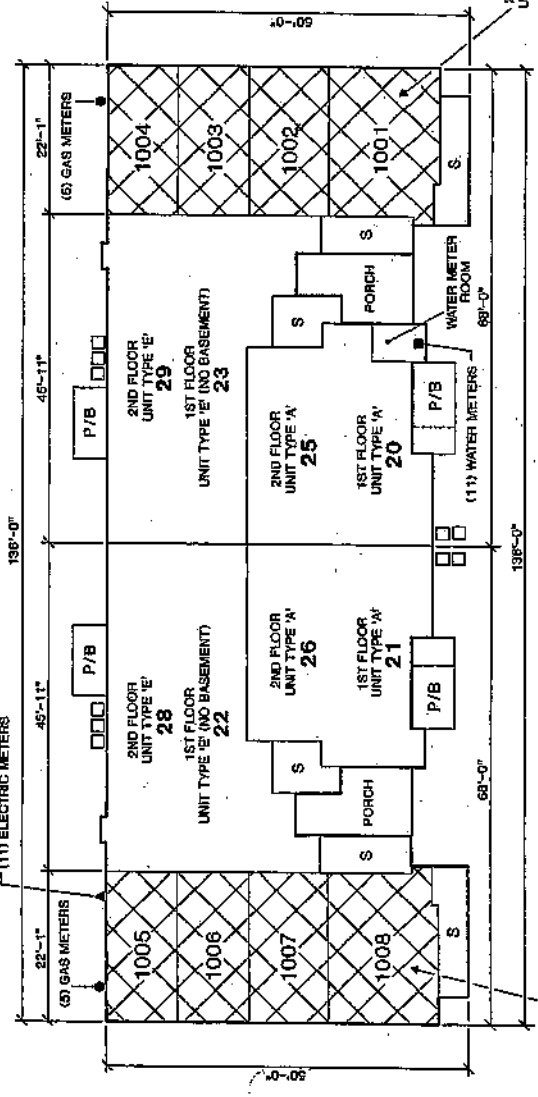
**MDL & Associates**  
MICHAEL D. LEMMA & ASSOCIATES

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 DRAWING NO. 05-001  
 SHEET NO. 12

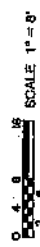




PERIMETER PLAN - BUILDING NO. 32



- LEGEND**
- GAS METER
  - ▲ ELECTRIC METER
  - WATER METER
  - AIR CONDITIONING COMPRESSOR
  - P/B RATIO (BASEMENT OR FIRST FLOOR) BALCONY (FIRST OR SECOND FLOOR)
  - S STAIRWELL (SECOND FLOOR ACCESS)
- UNIT DESIGNATION
- 10 LIMITED COMMON ELEMENT



**NOTES**

1. REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND SQUARE FOOTAGES.
2. ONE (1) GAS METER, ELECTRIC METER AND WATER METER IS PROVIDED FOR EACH UNIT WITHIN THE BUILDING. ANY ADDITIONAL METERS ARE FOR GENERAL COMMON USAGE. ONE (1) AIR CONDITIONING COMPRESSOR IS PROVIDED FOR EACH UNIT AS SHOWN ON PLAN.
3. TYPICAL DIMENSIONS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.
4. IDENTIFICATION ONLY AND DO NOT INDICATE UNIT NUMBER OR ASSIGNMENT. GARAGE PARKING SPACES WILL BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.

| REVISIONS |  | DATE BY |  |
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| ITEM      |  |         |  |
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**PERIMETER PLANS**

**MDL & Associates**

REGISTERED PROFESSIONAL ARCHITECTS

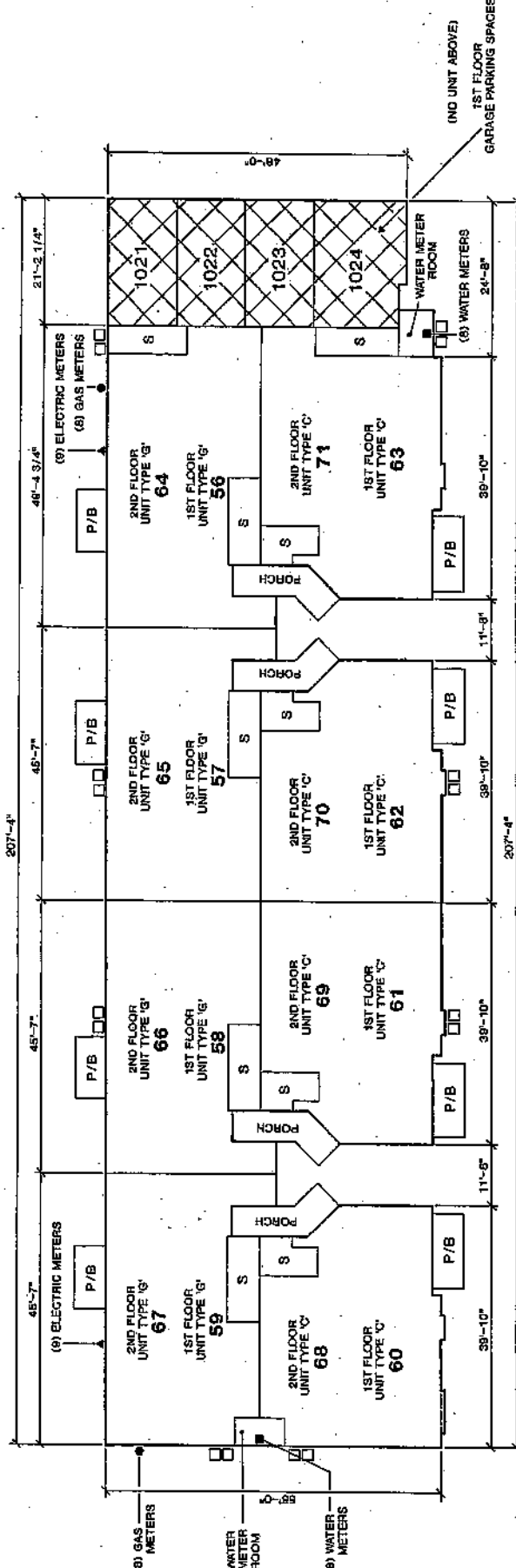
13

PERIMETER PLAN - BUILDING NO. 34

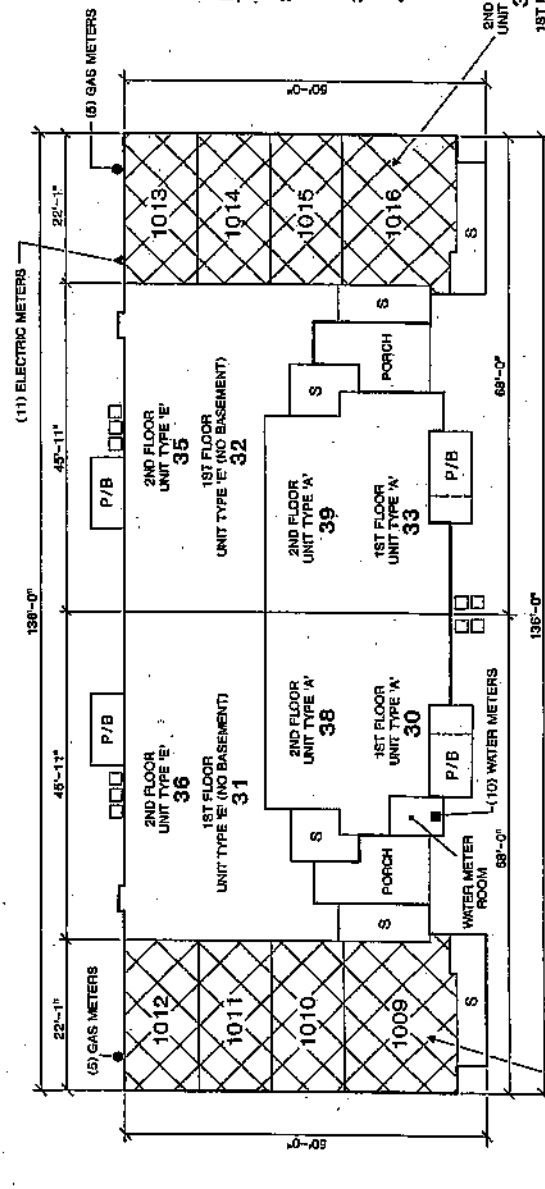
AS-BUILT DATED 2-8-2005

2ND FLOOR UNIT TYPE 'E' 24  
GARAGE PARKING SPACES

2ND FLOOR UNIT TYPE 'E' 27  
GARAGE PARKING SPACES



**PERIMETER PLAN - BUILDING NO. 31**



**PERIMETER PLAN - BUILDING NO. 33**

- LEGEND**
- GAS METER
  - ▲ ELECTRIC METER
  - WATER METER
  - AIR CONDITIONING COMPRESSOR
  - P/B PATIO (FIRST FLOOR)
  - S STAIRWELL (SECOND FLOOR ACCESS)
  - 10 UNIT DESIGNATION
  - ⊗ LIMITED COMMON ELEMENT

**NOTES**

1. REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND SQUARE FOOTAGES.
2. ONE (1) GAS METER, ELECTRIC METER AND WATER METER IS PROVIDED FOR EACH UNIT WITHIN THE BUILDING. ANY ADDITIONAL METERS ARE FOR GENERAL COMMON USAGE. ONE (1) AIR CONDITIONING COMPRESSOR IS PROVIDED FOR EACH UNIT AS SHOWN ON PLAN.
3. TYPICAL DIMENSIONS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.
4. THE NUMBERS SHOWN WITHIN GARAGE PARKING SPACES ARE FOR IDENTIFICATION ONLY AND DO NOT INDICATE UNIT NUMBER OR ASSIGNMENT. THESE SPACES MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.



| REVISIONS |  | DATE BY |  |
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**PERIMETER PLANS**  
**MDL & associates**  
MORGAN L. DEWITT & ASSOCIATES  
2145 CROSSING BL., SUITE 201, TROY, MI 48064  
OFFICE: (313) 486-1111 FAX: (313) 486-0022

**BROOKWOOD VILLAGE CONDOMINIUM**  
 14



RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS  
OAKLAND COUNTY MICHIGAN  
DATE OF RECORDING: 08/19/2005  
BY: [illegible]

RL

\$18.20

8/19/25

0211-8

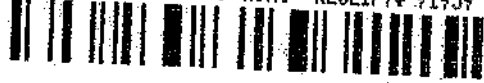
235030

LIBER 36100 PAGE 456

\$100.00 MISC RECORDING

\$4.00 REMONUMENTATION

08/19/2005 10:39:30 A.M. RECEIPT# 91959



PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

FIRST AMENDMENT TO MASTER DEED OF

BROOKWOOD VILLAGE CONDOMINIUM

Brookwood Farms, L.L.C., a Michigan limited liability company, the address of which is Post Office Box 472, Lapeer, Michigan 48446, being the Developer of Brookwood Village Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 35365, Pages 1 through 80, in Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 1735, hereby amends the Master Deed of Brookwood Village Condominium pursuant to the authority reserved in Article VI and Article IX thereof for the purpose of enlarging the Condominium Project from 71 Units to 161 Units by the addition of the land described in paragraph 1 below, reallocating percentages of value set forth in Article V and, redefining the area of future development in Article VI of said Master Deed. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The legal description of the land set forth in Exhibit 1 to this First Amendment to Master Deed of Brookwood Village Condominium shall be added to the description of the land set forth in Article II of the Master Deed.

pt 21-29-226-045  
21-29-229-000ent

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R

2. First Amended Article V, Section 2. of the Master Deed of Brookwood Village Condominium, as set forth below, shall replace and supersede Article V, Section 2. of the Master Deed as originally recorded, and the originally recorded Article V, Section 2. shall be of no further force or effect.

9001735

**Section 2. Percentages of Value.** The percentages of value assigned to the respective Dwellings have been established in different ways for different purposes and have been determined in the manner and with the respective effects as set forth below. Percentages of value for purposes of determining voting are equal for all Units so that each Unit Owner shall have an equal 1/161 vote on administrative matters affecting the Condominium generally. However, in accordance with Section 69 of the Act, certain expenses have been variously apportioned among the Units as the Developer has deemed reasonable under the circumstances. Thus, (a) administrative expenses (accounting fees, legal fees, management fees and supplies); (b) maintenance, repair, replacement and snow plowing of roads, drives and open parking areas; (c) General Common Element utilities; (d) General Common Element liability insurance, workers compensation insurance and officers and directors liability insurance; (e) certain miscellaneous expenses; and (f) reserves relative to the foregoing have been allocated 19/161 to Units 1 through 19 as a group and 142/161 to Units 20 through 161 as a group. The Community Facilities expenses have been allocated equally as 1/161 to each Unit. The cost of landscaping the grounds which immediately surround Units 1

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through 19 shall be borne entirely by Units 1 through 19. Correspondingly, the cost of landscaping the grounds which immediately surround Units 20 through 161 shall be borne entirely by Units 20 through 161. The collective expenses allocated to Units 1 through 19 as a group shall be shared equally by Units 1 through 19. However, the collective expenses allocated to Units 20 through 161 shall be apportioned among Units 20 through 161 in accordance with the percentages of value which have been determined for Units 20 through 161 based on comparative living areas for such Units as set forth below.

| <u>Unit Number</u> | <u>Percentage of Value</u> | <u>Unit Number</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|--------------------|----------------------------|
| 20                 | .504                       | 54                 | .764                       |
| 21                 | .504                       | 55                 | .764                       |
| 22                 | .731                       | 56                 | .764                       |
| 23                 | .731                       | 57                 | .764                       |
| 24                 | .764                       | 58                 | .764                       |
| 25                 | .536                       | 59                 | .764                       |
| 26                 | .536                       | 60                 | .709                       |
| 27                 | .764                       | 61                 | .709                       |
| 28                 | .764                       | 62                 | .709                       |
| 29                 | .764                       | 63                 | .709                       |
| 30                 | .504                       | 64                 | .877                       |
| 31                 | .731                       | 65                 | .877                       |
| 32                 | .731                       | 66                 | .877                       |
| 33                 | .504                       | 67                 | .877                       |
| 34                 | .764                       | 68                 | .803                       |
| 35                 | .764                       | 69                 | .803                       |
| 36                 | .764                       | 70                 | .803                       |
| 37                 | .764                       | 71                 | .803                       |
| 38                 | .536                       | 72                 | .504                       |
| 39                 | .536                       | 73                 | .504                       |
| 40                 | .504                       | 74                 | .504                       |
| 41                 | .504                       | 75                 | .504                       |
| 42                 | .504                       | 76                 | .731                       |
| 43                 | .504                       | 77                 | .731                       |
| 44                 | .803                       | 78                 | .731                       |
| 45                 | .803                       | 79                 | .731                       |
| 46                 | .803                       | 80                 | .536                       |
| 47                 | .803                       | 81                 | .536                       |
| 48                 | .536                       | 82                 | .536                       |
| 49                 | .536                       | 83                 | .536                       |
| 50                 | .536                       | 84                 | .764                       |
| 51                 | .536                       | 85                 | .764                       |
| 52                 | .764                       | 86                 | .764                       |
| 53                 | .764                       | 87                 | .764                       |

| <u>Unit Number</u> | <u>Percentage of Value</u> | <u>Unit Number</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|--------------------|----------------------------|
| 88                 | .735                       | 126                | .764                       |
| 89                 | .686                       | 127                | .764                       |
| 90                 | .686                       | 128                | .764                       |
| 91                 | .735                       | 129                | .536                       |
| 92                 | .764                       | 130                | .841                       |
| 93                 | .721                       | 131                | .794                       |
| 94                 | .721                       | 132                | .794                       |
| 95                 | .764                       | 133                | .841                       |
| 96                 | .735                       | 134                | .892                       |
| 97                 | .686                       | 135                | .822                       |
| 98                 | .686                       | 136                | .822                       |
| 99                 | .735                       | 137                | .892                       |
| 100                | .764                       | 138                | .841                       |
| 101                | .721                       | 139                | .794                       |
| 102                | .721                       | 140                | .794                       |
| 103                | .764                       | 141                | .841                       |
| 104                | .735                       | 142                | .892                       |
| 105                | .686                       | 143                | .822                       |
| 106                | .686                       | 144                | .822                       |
| 107                | .735                       | 145                | .892                       |
| 108                | .764                       | 146                | .504                       |
| 109                | .721                       | 147                | .794                       |
| 110                | .721                       | 148                | .794                       |
| 111                | .764                       | 149                | .504                       |
| 112                | .504                       | 150                | .536                       |
| 113                | .731                       | 151                | .822                       |
| 114                | .731                       | 152                | .822                       |
| 115                | .504                       | 153                | .536                       |
| 116                | .536                       | 154                | .735                       |
| 117                | .764                       | 155                | .686                       |
| 118                | .764                       | 156                | .686                       |
| 119                | .764                       | 157                | .735                       |
| 120                | .536                       | 158                | .764                       |
| 121                | .504                       | 159                | .721                       |
| 122                | .731                       | 160                | .721                       |
| 123                | .731                       | 161                | .764                       |
| 124                | .504                       |                    |                            |
| 125                | .536                       | Total              | 100.000%                   |

Questions may arise from time to time as to whether a particular expense not specifically referenced above should be borne by spatial Units or site Units or both in which event, the board of

directors of the Association shall make a fair and objective determination as to the manner in which such expenses should be allocated based upon the methodology described above.

3. The legal description of the Future Development Area - Parcel 'A' set forth in Exhibit 2 to this First Amendment to Master Deed of Brookwood Village Condominium shall replace and supercede the description of the Future Development Area - Parcel 'A' set forth in Article VI, Section 1 of the Master Deed and the previously recorded description of the Future Development Area - Parcel 'A' in Article VI, Section 1 of the Master Deed shall be of no further force or effect.

4. Amended Sheets 1, 2, 3, 4, 5, 6 and 14 of the Condominium Subdivision Plan of Brookwood Village Condominium, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 6 and 14 of the Condominium Subdivision Plan of Brookwood Village Condominium as originally recorded, and the originally recorded Sheets 1, 2, 3, 4, 5, 6 and 14 shall be of no further force or effect.


5. Sheets 1A, 2A, 4A, 4B, 6A, 15, 16, 17, 18, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of Brookwood Village Condominium, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Brookwood Village Condominium, as originally recorded.

6. In all respects, other than as hereinabove indicated, the original Master Deed of Brookwood Village Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded and previously amended as aforesaid, are hereby ratified, confirmed and redeclared.

**{Signatures and acknowledgment appear on following page}**

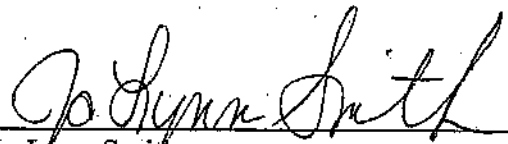
IN WITNESS WHEREOF, the Developer has caused this First Amendment to Master Deed to be executed on this 5<sup>th</sup> day of August, 2005.

**BROOKWOOD FARMS, L.L.C.,**  
a Michigan limited liability company

By:   
Mike H. Coulter, Member

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF LAPEER     )

On this 5<sup>th</sup> day of August, 2005 in Lapeer County, Michigan, the foregoing First Amendment to Master Deed was acknowledged before me by Mike H. Coulter, a Member of Brookwood Farms, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.



Jo Lynn Smith  
Notary Public, State of Michigan, County of Lapeer  
My commission expires: March 19, 2007  
Acting in Lapeer County, Michigan

JO LYNN SMITH  
NOTARY PUBLIC LAPEER CO., MI  
MY COMMISSION EXPIRES MAR 19, 2007

First Amendment to Master Deed Drafted by:

William T. Myers of MYERS NELSON DILLON & SHIERK, PLLC  
40701 North Woodward Avenue, Suite 235  
Bloomfield Hills, Michigan 48304

When recorded, return to drafter.



**EXHIBIT 1 TO FIRST AMENDMENT TO MASTER DEED  
OF BROOKWOOD VILLAGE CONDOMINIUM**

**(LEGAL DESCRIPTION OF LAND ADDED BY REPLAT NO. 1)**

PARCEL 'A-1': PART OF THE NORTHEAST 1/4 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°44'20" E., 548.00 FEET ALONG THE NORTH LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S. 00°17'52" W., 411.65 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING S. 00°17'52" W., 640.82 FEET; THENCE N. 84°45'00" W., 124.90 FEET; THENCE DUE SOUTH, 60.00 FEET; THENCE N. 84°45'00" W., 28.25 FEET; THENCE N. 01°45'00" W., 30.00 FEET; THENCE N. 09°00'00" W., 36.50 FEET; THENCE N. 21°30'00" W., 57.00 FEET; THENCE N. 41°05'00" W., 72.00 FEET; THENCE N. 54°30'00" W., 29.10 FEET; THENCE N. 37°09'00" W., 11.45 FEET; THENCE N. 04°30'00" W., 8.50 FEET; THENCE N. 26°50'00" E., 20.00 FEET; THENCE N. 22°00'00" E., 45.00 FEET; THENCE N. 12°30'00" E., 50.40 FEET; THENCE N. 06°55'00" E., 85.90 FEET; THENCE N. 03°00'00" E., 36.75 FEET; THENCE N. 09°00'00" W., 49.65 FEET; THENCE N. 17°12'00" W., 42.50 FEET; THENCE N. 27°25'00" W., 30.00 FEET; THENCE N. 14°38'00" E., 8.50 FEET; THENCE N. 52°30'00" E., 36.00 FEET; THENCE N. 45°00'00" E., 43.00 FEET; THENCE N. 35°15'00" E., 40.00 FEET; THENCE N. 29°20'00" E., 81.10 FEET; THENCE S. 61°15'00" E., 31.45 FEET; THENCE S. 80°00'00" E., 97.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.16 ACRES OF LAND. ALSO BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS. RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

PARCEL 'B-1': PART OF THE NORTHEAST 1/4 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°44'20" E., 548.00 FEET ALONG THE NORTH LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S. 00°17'52" W., 411.65 FEET AND N. 80°00'00" W., 97.00 FEET AND N. 61°15'00" W., 31.45 FEET AND S. 74°00'00" W., 40.25 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING S. 29°20'00" W., 76.40 FEET; THENCE S. 46°00'00" W., 74.00 FEET; THENCE S. 80°28'00" W., 18.65 FEET; THENCE N. 57°20'00" W., 12.75 FEET; THENCE N. 42°35'00" W., 48.00 FEET; THENCE N. 51°00'00" W., 31.55 FEET; THENCE N. 56°30'00" W., 41.20 FEET; THENCE N. 64°35'00" W., 31.92 FEET; THENCE N. 71°30'00" W., 41.50 FEET; THENCE N. 76°32'00" W., 45.35 FEET; THENCE N. 30°30'00" W., 25.90 FEET; THENCE N. 16°45'00" E., 59.00 FEET; THENCE N. 32°29'12" E., 69.55 FEET; THENCE S. 63°50'21" E., 314.43 FEET TO THE POINT OF BEGINNING. CONTAINING 0.97 ACRES OF LAND. ALSO BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

PARCEL 'C-1': PART OF THE NORTHEAST 1/4 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°44'20" E., 64.20 FEET ALONG THE NORTH LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET

WIDE) AND S.  $00^{\circ}21'09''$  W., 207.44 FEET AND N.  $87^{\circ}44'20''$  W., 150.00 FEET AND S.  $00^{\circ}21'09''$  W., 96.00 FEET AND S.  $89^{\circ}24'19''$  W., 293.00 FEET (RECORD) 292.79 FEET (MEASURED) AND S.  $00^{\circ}29'32''$  W., 485.50 FEET (RECORD) 484.40 FEET (MEASURED) TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD (100 FEET WIDE) AND 132.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3188.47 FEET, A CENTRAL ANGLE OF  $02^{\circ}22'44''$  AND A CHORD LENGTH OF 132.37 FEET WHICH BEARS S.  $38^{\circ}45'21''$  E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD AND N.  $88^{\circ}28'45''$  E., 227.11 FEET AND S.  $30^{\circ}20'11''$  E., 144.87 FEET FROM THE NORTH 114 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING S.  $86^{\circ}02'52''$  E., 30.71 FEET; THENCE N.  $37^{\circ}33'03''$  E., 174.67 FEET; THENCE S.  $54^{\circ}30'00''$  E., 219.25 FEET; THENCE S.  $30^{\circ}00'00''$  W., 186.13 FEET; THENCE N.  $55^{\circ}38'16''$  W., 269.57 FEET TO THE POINT OF BEGINNING CONTAINING 1.00 ACRES OF LAND. ALSO BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

PARCEL 'D': PART OF THE NORTHEAST 1/4 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S.  $87^{\circ}44'20''$  E., 64.20 FEET ALONG THE NORTH LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S.  $00^{\circ}21'09''$  W., 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TEN MILE ROAD AND S.  $87^{\circ}44'20''$  E., 58.00 ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD AND S.  $02^{\circ}30'00''$  W., 62.15 FEET AND S.  $11^{\circ}25'00''$  W., 29.00 FEET AND S.  $13^{\circ}30'00''$  W., 30.00 FEET AND S.  $23^{\circ}50'00''$  W., 40.50 FEET AND S.  $31^{\circ}15'00''$  W., 37.50 FEET AND S.  $27^{\circ}00'00''$  W., 48.40 FEET AND S.  $22^{\circ}00'00''$  W., 46.50 FEET AND S.  $17^{\circ}25'00''$  W., 51.00 FEET AND S.  $12^{\circ}30'00''$  W., 48.00 FEET AND S.  $87^{\circ}01'19''$  E., 37.20 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING N.  $60^{\circ}20'00''$  E., 23.00 FEET; THENCE S.  $76^{\circ}32'00''$  E., 45.50 FEET; THENCE S.  $71^{\circ}30'00''$  E., 38.55 FEET; THENCE S.  $64^{\circ}35'00''$  E., 38.00 FEET; THENCE S.  $56^{\circ}30'00''$  E., 28.35 FEET; THENCE S.  $51^{\circ}00'00''$  E., 28.70 FEET; THENCE S.  $42^{\circ}35'00''$  E., 37.00 FEET; THENCE S.  $37^{\circ}00'00''$  E., 30.00 FEET; THENCE S.  $27^{\circ}25'00''$  E., 48.10 FEET; THENCE S.  $17^{\circ}12'00''$  E., 46.95 FEET; THENCE S.  $09^{\circ}00'00''$  E., 30.00 FEET; THENCE S.  $02^{\circ}00'00''$  E., 43.70 FEET; THENCE S.  $06^{\circ}55'00''$  W., 87.40 FEET; THENCE S.  $12^{\circ}30'00''$  W., 40.00 FEET; THENCE S.  $22^{\circ}00'00''$  W., 41.85 FEET; THENCE S.  $41^{\circ}00'00''$  W., 13.00 FEET; THENCE S.  $58^{\circ}40'00''$  W., 14.75 FEET; THENCE DUE WEST, 14.12 FEET; THENCE N.  $55^{\circ}00'00''$  W., 131.70 FEET; THENCE N.  $10^{\circ}25'00''$  E., 160.06 FEET; THENCE N.  $20^{\circ}15'00''$  W., 121.00 FEET; THENCE N.  $69^{\circ}00'00''$  W., 71.05 FEET; THENCE S.  $74^{\circ}45'00''$  W., 62.00 FEET; THENCE N.  $00^{\circ}33'00''$  W., 47.00 FEET; THENCE N.  $04^{\circ}00'00''$  E., 50.48 FEET; THENCE N.  $12^{\circ}00'00''$  E., 32.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.35 ACRES OF LAND. ALSO BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

**EXHIBIT 2 TO FIRST AMENDMENT TO MASTER DEED  
OF BROOKWOOD VILLAGE CONDOMINIUM**

**(LEGAL DESCRIPTION OF LAND TO BE SUBSTITUTED FOR THE  
LAND DESCRIBED IN ARTICLE VI, SECTION 1  
FUTURE DEVELOPMENT AREA - PARCEL 'A')**

**FUTURE DEVELOPMENT AREA - PARCEL 'A':**

PARCEL 'A' FOR REPLAT NO. 1: PART OF THE NORTH 1/2 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN AND PART OF LOT 1 OF "ASSESSOR'S PLAT NO. 3" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 52 OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) SAID POINT BEING DISTANT S. 87° 44' 20" E., 184.71 FEET ALONG THE NORTH LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE CENTERLINE OF SAID TEN MILE ROAD AND S. 02° 15' 40" W., 60.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING S. 02° 30' 00" W., 45.56 FEET; THENCE S. 13° 10' 00" W., 34.50 FEET; THENCE S. 03° 45' 00" W., 12.00 FEET; THENCE S. 25° 50' 00" E., 11.25 FEET; THENCE S. 60° 00' 00" E., 19.45 FEET; THENCE S. 79° 30' 00" E., 23.65 FEET; THENCE S. 85° 30' 00" E., 170.15 FEET; THENCE S. 68° 40' 00" E., 30.75 FEET; THENCE S. 43° 00' 00" E., 26.00 FEET; THENCE S. 17° 10' 00" E., 23.50 FEET; THENCE S. 00° 17' 52" W., 96.25 FEET; THENCE S. 16° 25' 00" W., 59.00 FEET; THENCE S. 29° 20' 00" W., 81.10 FEET THENCE S. 35° 15' 00" W., 40.00 FEET; THENCE S. 45° 00' 00" W., 43.00 FEET; THENCE S. 52° 30' 00" W., 36.00 FEET; THENCE S. 14° 38' 00" W., 8.50 FEET; THENCE S. 27° 25' 00" E., 30.00 FEET; THENCE S. 17° 12' 00" E., 42.50 FEET; THENCE S. 09° 00' 00" E., 49.65 FEET; THENCE S. 03° 00' 00" W., 36.75 FEET; THENCE S. 06° 55' 00" W., 85.90 FEET; THENCE S. 12° 30' 00" W., 50.40 FEET; THENCE S. 22° 00' 00" W., 45.00 FEET; THENCE S. 26° 50' 00" W., 20.00 FEET; THENCE S. 04° 30' 00" E., 8.50 FEET; THENCE S. 37° 09' 00" E., 11.45 FEET; THENCE S. 54° 30' 00" E., 29.10 FEET; THENCE S. 41° 05' 00" E., 72.00 FEET; THENCE S. 21° 30' 00" E., 57.00 FEET; THENCE S. 09° 00' 00" E., 36.50 FEET; THENCE S. 01° 45' 00" E., 30.00 FEET; THENCE S. 84° 45' 00" E., 28.25 FEET; THENCE DUE NORTH, 60.00 FEET; THENCE S. 84° 45' 00" E., 124.90 FEET; THENCE N. 00° 17' 52" E., 992.47 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD; THENCE S. 87° 44' 20" E., 28.42 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD; THENCE S. 00° 17' 52" W., 462.63 FEET; THENCE S. 00° 21' 47" W., 1828.12 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD (100 FEET WIDE); THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD N. 29° 03' 27" W., 1170.85 FEET AND N. 28° 32' 20" W., 60.74 FEET AND 485.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3188.47 FEET, A CENTRAL ANGLE OF 08° 43' 33" AND A CHORD LENGTH OF 485.11 FEET WHICH BEARS N. 33° 12' 12" W.; THENCE N. 88° 28' 45" E., 227.11 FEET; THENCE S. 30° 20' 11" E., 144.87 FEET; THENCE S. 55° 38' 16" E., 269.57 FEET; THENCE N. 30° 00' 00" E., 186.13 FEET; THENCE N. 54° 30' 00" W., 219.25 FEET; THENCE N. 51° 40' 00" W., 40.75 FEET; THENCE N. 45° 00' 00" W., 30.00 FEET; THENCE N. 38° 30' 00" W., 38.00 FEET; THENCE N. 30° 30' 00" W., 36.35 FEET;

THENCE N. 26°00'00" W., 23.75 FEET; THENCE N. 18°15'00" W., 30.50 FEET; THENCE N. 15°20'00" W., 40.25 FEET; THENCE S. 71°55'00" W., 37.50 FEET; THENCE DUE WEST, 99.75 FEET; THENCE N. 01°22'38" E., 231.64 FEET; THENCE DUE EAST, 110.50 FEET; THENCE N. 64°35'00" E., 8.25 FEET; THENCE N. 23°00'00" E., 19.35 FEET; THENCE N. 12°30'00" E., 48.00 FEET; THENCE N. 17°25'00" E., 51.00 FEET; THENCE N. 22°00'00" E., 46.50 FEET; THENCE N. 27°00'00" E., 48.40 FEET; THENCE N. 31°15'00" E., 37.50 FEET; THENCE N. 23°50'00" E., 40.50 FEET; THENCE N. 13°30'00" E., 30.00 FEET; THENCE N. 11°25'00" E., 29.00 FEET; THENCE N. 02°30'00" E., 62.15 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD; THENCE S. 87°44'20" E., 60.51 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD TO THE POINT OF BEGINNING. CONTAINING 18.80 ACRES OF LAND. EXCEPTING THEREFROM A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°44'20" E., 548.00 FEET ALONG THE NORTH LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S. 00°17'52" W., 411.65 FEET AND N. 80°00'00" W., 97.00 FEET AND N. 61°15'00" W., 31.45 FEET AND S. 74°00'00" W., 40.25 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING S. 29°20'00" W., 76.40 FEET; THENCE S. 46°00'00" W., 74.00 FEET; THENCE S. 80°28'00" W., 18.65 FEET; THENCE N. 57°20'00" W., 12.75 FEET; THENCE N. 42°35'00" W., 48.00 FEET; THENCE N. 51°00'00" W., 31.55 FEET; THENCE N. 56°30'00" W., 41.20 FEET; THENCE N. 64°35'00" W., 31.92 FEET; THENCE N. 71°30'00" W., 41.50 FEET; THENCE N. 76°32'00" W., 45.35 FEET; THENCE N. 30°30'00" W., 25.90 FEET; THENCE N. 16°45'00" E., 59.00 FEET; THENCE N. 32°29'12" E., 69.55 FEET; THENCE N. 32°00'00" E., 56.15 FEET; THENCE N. 37°30'00" E., 26.50 FEET; THENCE N. 55°00'00" E., 12.85 FEET; THENCE DUE EAST, 13.00 FEET; THENCE S. 66°00'00" E., 13.15 FEET; THENCE S. 76°15'00" E., 29.75 FEET; THENCE S. 85°30'00" E., 130.85 FEET; THENCE S. 61°00'00" E., 29.00 FEET; THENCE S. 54°30'00" E., 20.50 FEET; THENCE S. 35°45'00" E., 31.50 FEET; THENCE S. 10°45'00" E., 35.15 FEET; THENCE S. 00°17'52" W., 33.00 FEET; THENCE S. 10°00'00" W., 24.00 FEET; THENCE S. 19°00'00" W., 31.35 FEET; THENCE S. 29°20'00" W., 22.50 FEET TO THE POINT OF BEGINNING CONTAINING 1.84 ACRES OF LAND. ALSO EXCEPTING A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°44'20" E., 64.20 FEET ALONG THE NORTH LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S. 00°21'09" W., 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TEN MILE ROAD AND S. 87°44'20" E., 58.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD AND S. 02°30'00" W., 62.15 FEET AND S. 11°25'00" W., 29.00 FEET AND S. 13°30'00" W., 30.00 FEET AND S. 23°50'00" W., 40.50 FEET AND S. 31°15'00" W., 37.50 FEET AND S. 27°00'00" W., 48.40 FEET AND S. 22°00'00" W., 46.50 FEET AND S. 17°25'00" W., 51.00 FEET AND S. 12°30'00" W., 48.00 FEET AND S. 87°01'19" E., 37.20 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING N. 60°20'00" E., 23.00 FEET; THENCE S. 76°32'00" E., 45.50 FEET; THENCE S. 71°30'00" E., 38.55 FEET; THENCE S. 64°35'00" E., 38.00 FEET; THENCE S. 56°30'00" E., 28.35 FEET; THENCE S. 51°00'00" E., 28.70 FEET; THENCE S. 42°35'00" E., 37.00 FEET; THENCE S. 37°00'00" E., 30.00 FEET; THENCE S. 27°25'00" E., 48.10

FEET; THENCE S. 17° 12' 00" E., 46.95 FEET; THENCE S. 09° 00' 00" E., 30.00 FEET; THENCE S. 02° 00' 00" E., 43.70 FEET; THENCE S. 06° 55' 00" W., 87.40 FEET; THENCE S. 12° 30' 00" W., 40.00 FEET; THENCE S. 22° 00' 00" W., 41.85 FEET; THENCE S. 41° 00' 00" W., 13.00 FEET; THENCE S. 58° 40' 00" W., 14.75 FEET; THENCE DUE WEST, 14.12 FEET; THENCE N. 55° 00' 00" W., 81.70 FEET; THENCE N. 10° 25' 00" E., 160.06 FEET; THENCE N. 20° 15' 00" W., 121.00 FEET; THENCE N. 69° 00' 00" W., 71.05 FEET; THENCE S. 74° 45' 00" W., 62.00 FEET; THENCE N. 00° 33' 00" W., 47.00 FEET; THENCE N. 04° 00' 00" E., 50.48 FEET; THENCE N. 12° 00' 00" E., 32.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.35 ACRES OF LAND. THE FIRST DESCRIBED PARCEL LESS BOTH EXCEPTIONS CONTAINS 15.61 ACRES OF LAND. ALSO BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.





CURRENT DEVELOPMENT AREA (PARCEL 'D')

PART OF THE NORTHEAST 1/4 OF SECTION 28, T. 1 N., R. 7 E., CITY OF SOUTH LION, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°42'00" E., 648.00 FEET ALONG THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S. 00°31'00" W., 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TEN MILE ROAD AND S. 87°42'00" E., 58.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD AND S. 02°30'00" W., 62.16 FEET AND S. 17°51'00" W., 29.00 FEET AND S. 15°58'00" W., 50.00 FEET AND S. 12°30'00" W., 48.00 FEET AND S. 87°01'10" E., 37.20 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28, THENCE FROM SAID POINT OF BEGINNING N. 89°29'00" E., 23.00 FEET; THENCE S. 78°22'00" E., 45.50 FEET; THENCE S. 71°30'00" E., 35.50 FEET; THENCE S. 64°30'00" E., 38.00 FEET; THENCE S. 57°00'00" E., 29.25 FEET; THENCE S. 37°00'00" E., 30.00 FEET; THENCE S. 27°28'00" E., 46.10 FEET; THENCE S. 17°12'00" E., 46.85 FEET; THENCE S. 05°00'00" E., 30.00 FEET; THENCE S. 02°00'00" E., 43.70 FEET; THENCE S. 02°33'00" W., 57.40 FEET; THENCE S. 12°30'00" W., 40.00 FEET; THENCE S. 22°00'00" W., 41.85 FEET; THENCE S. 41°00'00" W., 19.00 FEET; THENCE S. 59°40'00" W., 14.75 FEET; THENCE DUE WEST 14.12 FEET; THENCE N. 92°00'00" W., 62.00 FEET; THENCE N. 64°00'00" W., 71.00 FEET; THENCE S. 17°45'00" W., 62.00 FEET; THENCE N. 07°33'00" W., 47.00 FEET; THENCE N. 04°00'00" E., 50.48 FEET; THENCE N. 12°00'00" E., 32.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.35 ACRES OF LAND, ALSO BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

CURRENT DEVELOPMENT AREA (PARCEL 'A-1')

PART OF THE NORTHEAST 1/4 OF SECTION 28, T. 1 N., R. 7 E., CITY OF SOUTH LION, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°42'00" E., 648.00 FEET ALONG THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S. 00°31'00" W., 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TEN MILE ROAD AND S. 87°42'00" E., 58.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD AND S. 02°30'00" W., 62.16 FEET AND S. 17°51'00" W., 29.00 FEET AND S. 15°58'00" W., 50.00 FEET AND S. 12°30'00" W., 48.00 FEET AND S. 87°01'10" E., 37.20 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28, THENCE FROM SAID POINT OF BEGINNING N. 89°29'00" E., 23.00 FEET; THENCE S. 78°22'00" E., 45.50 FEET; THENCE S. 71°30'00" E., 35.50 FEET; THENCE S. 64°30'00" E., 38.00 FEET; THENCE S. 57°00'00" E., 29.25 FEET; THENCE S. 37°00'00" E., 30.00 FEET; THENCE S. 27°28'00" E., 46.10 FEET; THENCE S. 17°12'00" E., 46.85 FEET; THENCE S. 05°00'00" E., 30.00 FEET; THENCE S. 02°00'00" E., 43.70 FEET; THENCE S. 02°33'00" W., 57.40 FEET; THENCE S. 12°30'00" W., 40.00 FEET; THENCE S. 22°00'00" W., 41.85 FEET; THENCE S. 41°00'00" W., 19.00 FEET; THENCE S. 59°40'00" W., 14.75 FEET; THENCE DUE WEST 14.12 FEET; THENCE N. 92°00'00" W., 62.00 FEET; THENCE N. 64°00'00" W., 71.00 FEET; THENCE S. 17°45'00" W., 62.00 FEET; THENCE N. 07°33'00" W., 47.00 FEET; THENCE N. 04°00'00" E., 50.48 FEET; THENCE N. 12°00'00" E., 32.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.35 ACRES OF LAND, ALSO BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

CURRENT DEVELOPMENT AREA (PARCEL 'B-1')

PART OF THE NORTHEAST 1/4 OF SECTION 28, T. 1 N., R. 7 E., CITY OF SOUTH LION, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°42'00" E., 648.00 FEET ALONG THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S. 00°31'00" W., 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TEN MILE ROAD AND S. 87°42'00" E., 58.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD AND S. 02°30'00" W., 62.16 FEET AND S. 17°51'00" W., 29.00 FEET AND S. 15°58'00" W., 50.00 FEET AND S. 12°30'00" W., 48.00 FEET AND S. 87°01'10" E., 37.20 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28, THENCE FROM SAID POINT OF BEGINNING N. 89°29'00" E., 23.00 FEET; THENCE S. 78°22'00" E., 45.50 FEET; THENCE S. 71°30'00" E., 35.50 FEET; THENCE S. 64°30'00" E., 38.00 FEET; THENCE S. 57°00'00" E., 29.25 FEET; THENCE S. 37°00'00" E., 30.00 FEET; THENCE S. 27°28'00" E., 46.10 FEET; THENCE S. 17°12'00" E., 46.85 FEET; THENCE S. 05°00'00" E., 30.00 FEET; THENCE S. 02°00'00" E., 43.70 FEET; THENCE S. 02°33'00" W., 57.40 FEET; THENCE S. 12°30'00" W., 40.00 FEET; THENCE S. 22°00'00" W., 41.85 FEET; THENCE S. 41°00'00" W., 19.00 FEET; THENCE S. 59°40'00" W., 14.75 FEET; THENCE DUE WEST 14.12 FEET; THENCE N. 92°00'00" W., 62.00 FEET; THENCE N. 64°00'00" W., 71.00 FEET; THENCE S. 17°45'00" W., 62.00 FEET; THENCE N. 07°33'00" W., 47.00 FEET; THENCE N. 04°00'00" E., 50.48 FEET; THENCE N. 12°00'00" E., 32.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.35 ACRES OF LAND, ALSO BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

CURRENT DEVELOPMENT AREA (PARCEL 'C-1')

PART OF THE NORTHEAST 1/4 OF SECTION 28, T. 1 N., R. 7 E., CITY OF SOUTH LION, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°42'00" E., 648.00 FEET ALONG THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S. 00°31'00" W., 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TEN MILE ROAD AND S. 87°42'00" E., 58.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD AND S. 02°30'00" W., 62.16 FEET AND S. 17°51'00" W., 29.00 FEET AND S. 15°58'00" W., 50.00 FEET AND S. 12°30'00" W., 48.00 FEET AND S. 87°01'10" E., 37.20 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28, THENCE FROM SAID POINT OF BEGINNING N. 89°29'00" E., 23.00 FEET; THENCE S. 78°22'00" E., 45.50 FEET; THENCE S. 71°30'00" E., 35.50 FEET; THENCE S. 64°30'00" E., 38.00 FEET; THENCE S. 57°00'00" E., 29.25 FEET; THENCE S. 37°00'00" E., 30.00 FEET; THENCE S. 27°28'00" E., 46.10 FEET; THENCE S. 17°12'00" E., 46.85 FEET; THENCE S. 05°00'00" E., 30.00 FEET; THENCE S. 02°00'00" E., 43.70 FEET; THENCE S. 02°33'00" W., 57.40 FEET; THENCE S. 12°30'00" W., 40.00 FEET; THENCE S. 22°00'00" W., 41.85 FEET; THENCE S. 41°00'00" W., 19.00 FEET; THENCE S. 59°40'00" W., 14.75 FEET; THENCE DUE WEST 14.12 FEET; THENCE N. 92°00'00" W., 62.00 FEET; THENCE N. 64°00'00" W., 71.00 FEET; THENCE S. 17°45'00" W., 62.00 FEET; THENCE N. 07°33'00" W., 47.00 FEET; THENCE N. 04°00'00" E., 50.48 FEET; THENCE N. 12°00'00" E., 32.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.35 ACRES OF LAND, ALSO BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

Table with columns: REVISIONS, ITEM, DATE BY, DESCRIPTIONS, MDL & Associates, INCORPORATED, 2145 CHURCH ST., SUITE 201, THICK ET AL., OFFICE: 5842-5111 FAX: 5842-5112

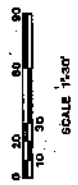


AS-BUILT DATED 8-5-2005



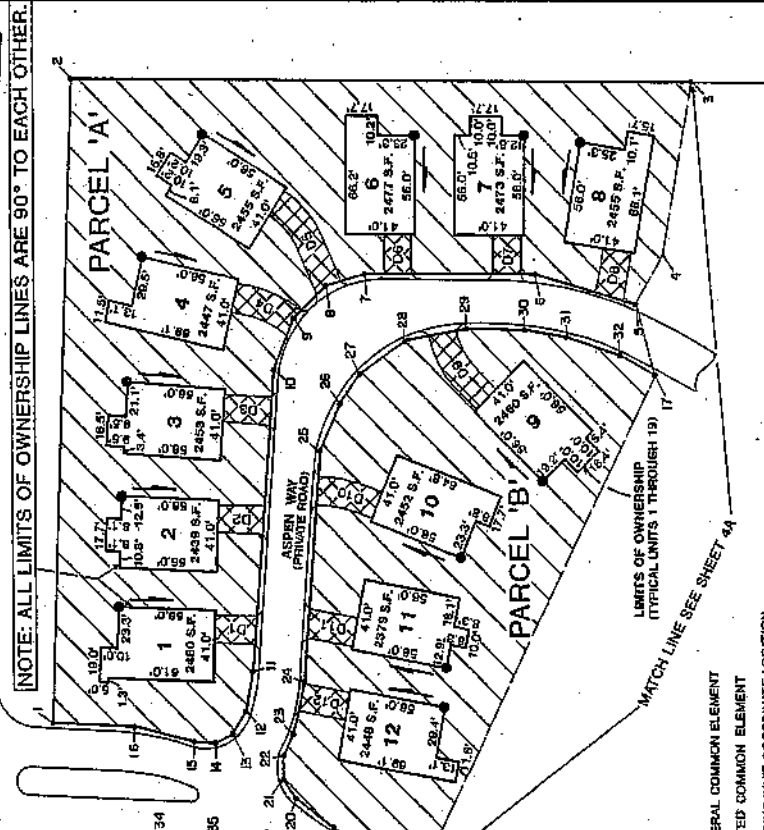






| BOUNDARY COORDINATES |          | UNIT DATA |     |          |         |
|----------------------|----------|-----------|-----|----------|---------|
| NO.                  | NORTHING | EASTING   | NO. | NORTHING | EASTING |
| 1                    | 4932.81  | 5182.20   | 1   | 4895.14  | 5249.90 |
| 2                    | 4918.39  | 5547.26   | 2   | 4892.70  | 5311.66 |
| 3                    | 4956.43  | 5545.43   | 3   | 4888.26  | 5373.30 |
| 4                    | 4933.59  | 5449.91   | 4   | 4878.28  | 5449.34 |
| 5                    | 4938.72  | 5422.33   | 5   | 4843.39  | 5516.87 |
| 6                    | 4935.91  | 5436.01   | 6   | 4732.94  | 5516.30 |
| 7                    | 4761.56  | 5430.57   | 7   | 4670.54  | 5515.97 |
| 8                    | 4774.01  | 5432.57   | 8   | 4630.58  | 5512.32 |
| 9                    | 4894.03  | 5474.84   | 9   | 4611.96  | 5523.01 |
| 10                   | 4804.22  | 5396.20   | 10  | 4688.99  | 5321.09 |
| 11                   | 4817.57  | 5218.57   | 11  | 4708.01  | 5219.96 |
| 12                   | 4821.88  | 5193.32   | 12  | 4709.35  | 5197.92 |
| 13                   | 4831.60  | 5176.47   | 13  | 4767.13  | 4978.76 |
| 14                   | 4841.73  | 5172.95   | 14  | 4703.96  | 4946.92 |
| 15                   | 4853.70  | 5172.95   | 15  | 4596.43  | 4930.57 |
| 16                   | 4867.26  | 5180.22   | 16  | 4618.84  | 4930.90 |
| 17                   | 4567.62  | 5393.64   | 17  | 4634.61  | 4830.42 |
| 18                   | 4573.87  | 5131.18   | 18  | 4648.85  | 4780.73 |
| 19                   | 4773.87  | 5131.18   | 19  | 4657.62  | 4699.66 |
| 20                   | 4764.89  | 5147.32   |     |          |         |
| 21                   | 4802.26  | 5157.84   |     |          |         |
| 22                   | 4802.26  | 5170.84   |     |          |         |
| 23                   | 4796.91  | 5182.85   |     |          |         |
| 24                   | 4789.84  | 5211.75   |     |          |         |
| 25                   | 4778.58  | 5342.20   |     |          |         |
| 26                   |          |           |     |          |         |

| BEARING         | EASTING |
|-----------------|---------|
| S. 02°16'40" W. | 5249.90 |
| S. 02°16'40" W. | 5311.66 |
| S. 03°45'00" W. | 5373.30 |
| S. 13°30'00" W. | 5449.34 |
| S. 32°45'00" W. | 5516.87 |
| N. 89°42'08" W. | 5516.30 |
| N. 89°42'08" W. | 5515.97 |
| N. 80°30'00" W. | 5512.32 |
| N. 45°45'00" W. | 5523.01 |
| N. 20°30'00" E. | 5321.09 |
| N. 10°30'00" E. | 5219.96 |
| N. 10°30'00" E. | 5197.92 |
| S. 66°45'00" E. | 4978.76 |
| S. 66°45'00" E. | 4946.92 |
| S. 47°00'00" E. | 4930.57 |
| S. 00°30'00" W. | 4930.90 |
| S. 00°30'00" W. | 4830.42 |
| S. 00°30'00" W. | 4780.73 |
| S. 00°30'00" W. | 4699.66 |



NOTE: REFER TO SHEET 4 FOR GENERAL NOTES.

AS-BUILT DATED 8-5-2005  
 BROOKWOOD VILLAGE CONDOMINIUM  
 SITE PLAN  
 MDL & Associates  
 MICHAEL L. LINDER ASSOCIATES  
 2145 CHICAGO RD. SUITE 300, WYOMING, WY 83093  
 (307) 432-1234 FAX (307) 432-1234

| REVISIONS | DATE BY |
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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- BUILDING/UNIT COORDINATE LOCATION
- BUILDING/WIND BEARING DIRECTION
- GARAGE PARKING SPACE
- HANDICAPPED PARKING SPACE
- UNIT DESIGNATION
- FIRST FLOOR UNIT NUMBER
- SECOND FLOOR UNIT NUMBER
- BUILDING DESIGNATION (SHEET 4)
- DRIVEWAY - UNIT ASSIGNMENT
- BOUNDARY COORDINATE POINT DESIGNATION
- CARPORT IDENTIFICATION NUMBER



3

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 4A

PREVIOUSLY DEVELOPED AREAS  
 PARCELS 'A', 'B' & 'C'

PARCEL 'C'

PARCEL 'A'

PARCEL 'B'

TEN MILE ROAD (PUBLIC ROAD)

BROOKWOOD DRIVE (PRIVATE ROAD)

MAPLEWOOD COURT (PRIVATE ROAD)

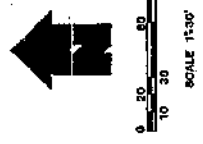
LIMITS OF OWNERSHIP (TYPICAL UNITS 1 THROUGH 19)

**BOUNDARY COORDINATES**

| NO. | NORTHING | EASTING | NO. | NORTHING | EASTING |
|-----|----------|---------|-----|----------|---------|
| 44  | 4643.25  | 4900.40 | 56  | 3898.19  | 5024.17 |
| 46  | 4543.28  | 4879.80 | 57  | 3901.31  | 4988.53 |
| 48  | 4311.71  | 4874.34 | 58  | 4115.34  | 4923.36 |
| 47  | 4311.71  | 4874.09 | 59  | 4109.31  | 4898.33 |
| 48  | 4323.35  | 5009.73 | 60  | 4212.54  | 4615.47 |
| 49  | 4234.53  | 5020.39 | 61  | 4233.09  | 4616.16 |
| 50  | 4235.57  | 5029.93 | 62  | 4232.53  | 4630.55 |
| 51  | 4234.22  | 5040.34 | 63  | 4311.21  | 4690.79 |
| 52  | 4202.90  | 5068.79 | 64  | 4321.22  | 4719.60 |
| 53  | 4173.19  | 5082.44 | 65  | 4341.36  | 4714.40 |
| 54  | 4151.85  | 5103.65 | 66  | 4368.68  | 4713.46 |
| 55  | 4126.57  | 5135.62 | 67  | 4369.43  | 4616.81 |

**BUILDING DATA**

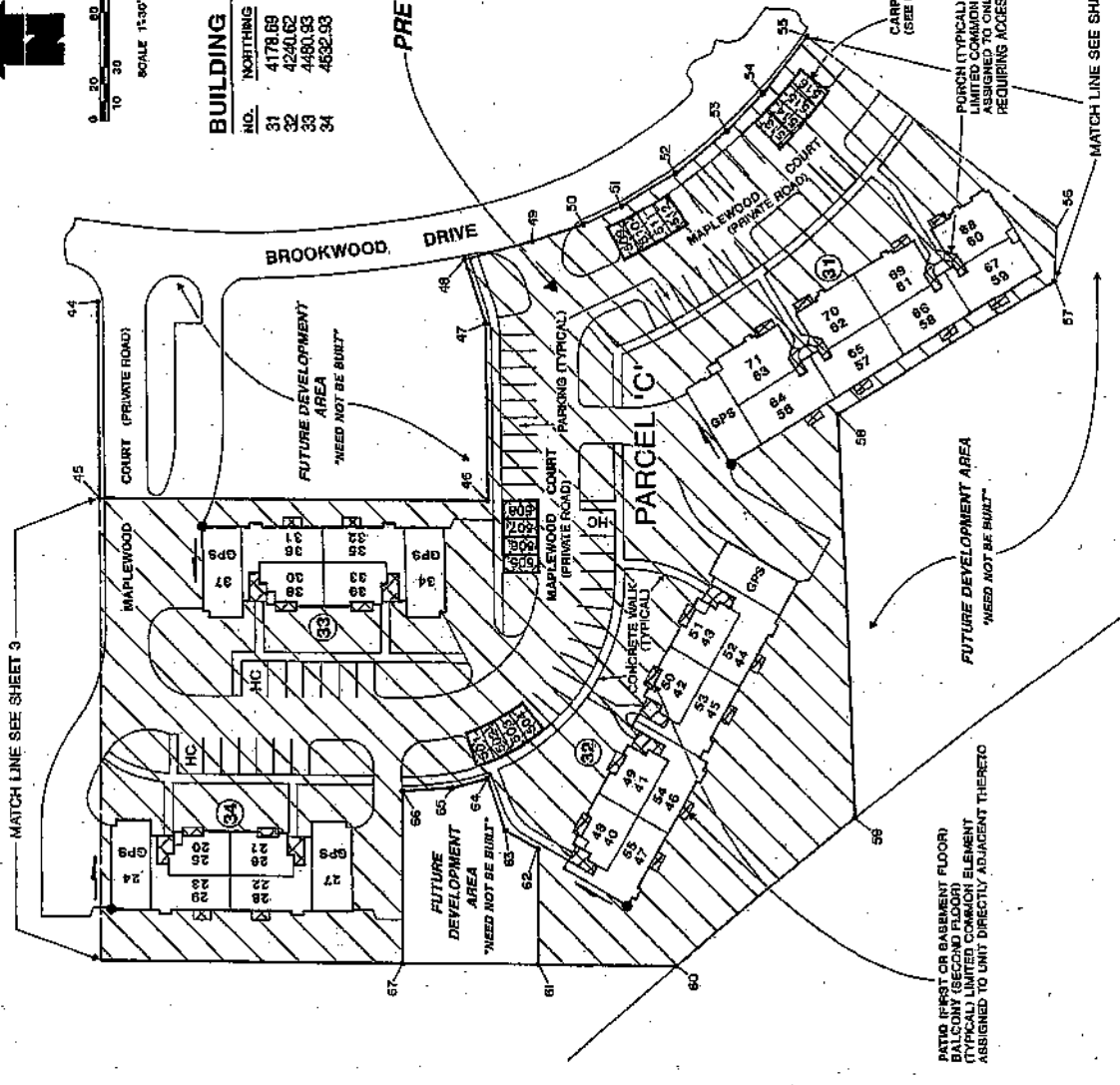
| NO. | NORTHING | EASTING | BEARING         |
|-----|----------|---------|-----------------|
| 31  | 4178.69  | 4897.28 | N. 58°30'00" E. |
| 32  | 4240.62  | 4649.26 | N. 29°15'00" E. |
| 33  | 4480.33  | 4880.89 | N. 89°30'00" W. |
| 34  | 4532.93  | 4648.22 | S. 89°30'00" E. |



**PREVIOUSLY DEVELOPED AREAS  
PARCELS 'A', 'B' & 'C'**

**NOTES**

1. COORDINATE NORTH EQUALS TRUE NORTH.
2. ALL GENERAL COMMON ELEMENT AREAS ARE LANDSCAPED EXCEPT THOSE WHICH ARE PAVED OR SHOWN OTHERWISE.
3. THE NUMBERS SHOWING WITHIN CARPORTS (501, 502, 503, ETC.) ARE FOR IDENTIFICATION PURPOSES ONLY AND DO NOT INDICATE UNIT NUMBER OR ASSIGNMENT. CARPORTS MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.
4. REFER TO SURVEY PLAN (SHEET 2) FOR LOCATION OF EXISTING EASEMENTS.
5. REFER TO FURNITURE PLANS FOR OVERALL BUILDING DIMENSIONS, UNIT LAYOUT, LOCATION OF GAS, ELECTRIC AND WATER METERS, AIR CONDITIONING COMPRESSORS AND GARAGE PARKING SPACE IDENTIFICATION NUMBERS.
6. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO THE PROVISIONS OF ARTICLE VII OF THE MASTER DEED.
7. BROOKWOOD FARM CONDOMINIUM IS A CONTRACTABLE CONDOMINIUM PURSUANT TO THE PROVISIONS OF ARTICLE VII OF THE MASTER DEED.
8. UNITS 1 THROUGH 161 AND ALL APPURTENANT SITE IMPROVEMENTS NEEDED FOR SAID UNITS "HAVE BEEN BUILT".
9. SEE ARTICLE XI OF THE MASTER DEED FOR INGRESS/EGRESS EASEMENTS TO AND FROM TEN MILE ROAD. CARPORT (TYPICAL) LIMITED COMMON ELEMENT. (SEE NOTE NO. 3)



**NOTE: REFER TO SHEET 3 FOR LEGEND.**



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**SITE PLAN**

**BROOKWOOD VILLAGE CONDOMINIUM**

**MDL & Associates**

MICHAEL S. LARSEN & ASSOCIATES  
2148 GROVE RD., SUITE 200, TROY, MI 48063  
OFFICE: 313-486-1111 FAX: 313-486-1002

DATE: 10/11/05  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
SCALE: AS SHOWN  
SHEET NO: **4**

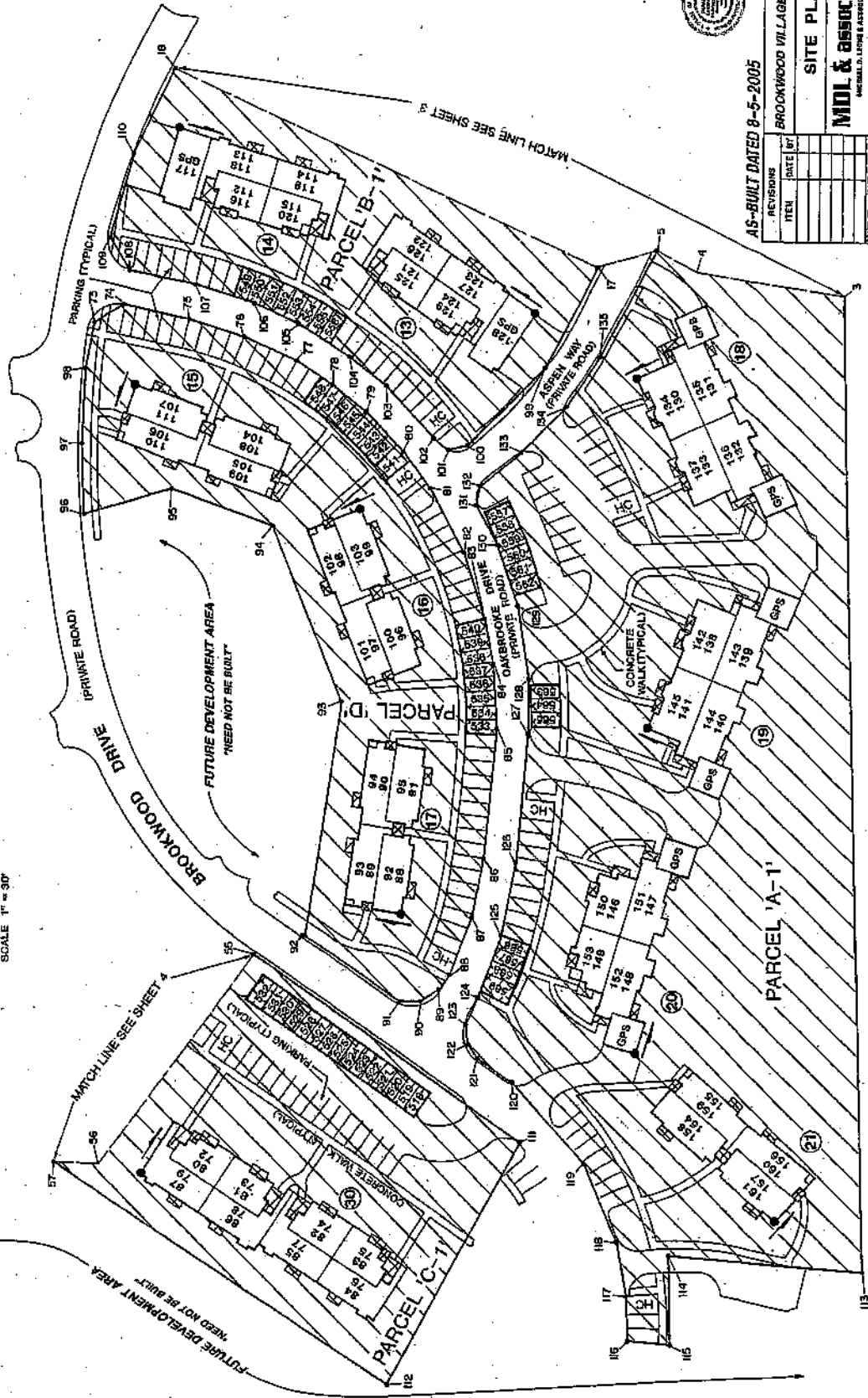
AS-BUILT DATED 9-5-2005

**CURRENT DEVELOPMENT AREA**  
PARCELS 'A-1', 'B-1', 'C-1' & 'D'

NOTE: REFER TO SHEETS 3 & 4 FOR LEGEND AND GENERAL NOTES.  
REFER TO SHEET 4B FOR BOUNDARY COORDINATES AND  
BUILDING DATA.



SCALE 1" = 30'



AS-BUILT DATED 8-5-2005

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**BROOKWOOD VILLAGE COMMUNITARIAN**

**SITE PLAN**

**MIDL & associates**  
REGISTERED PROFESSIONAL ARCHITECT  
 1416 COLONY ROAD, SUITE 101  
 CRYSTAL SPRING, FLORIDA 32709

DATE: 08/05/05  
 DRAWN BY: MTL  
 CHECKED BY: MTL  
 PROJECT NO.: 050505  
 SHEET NO.: 4A





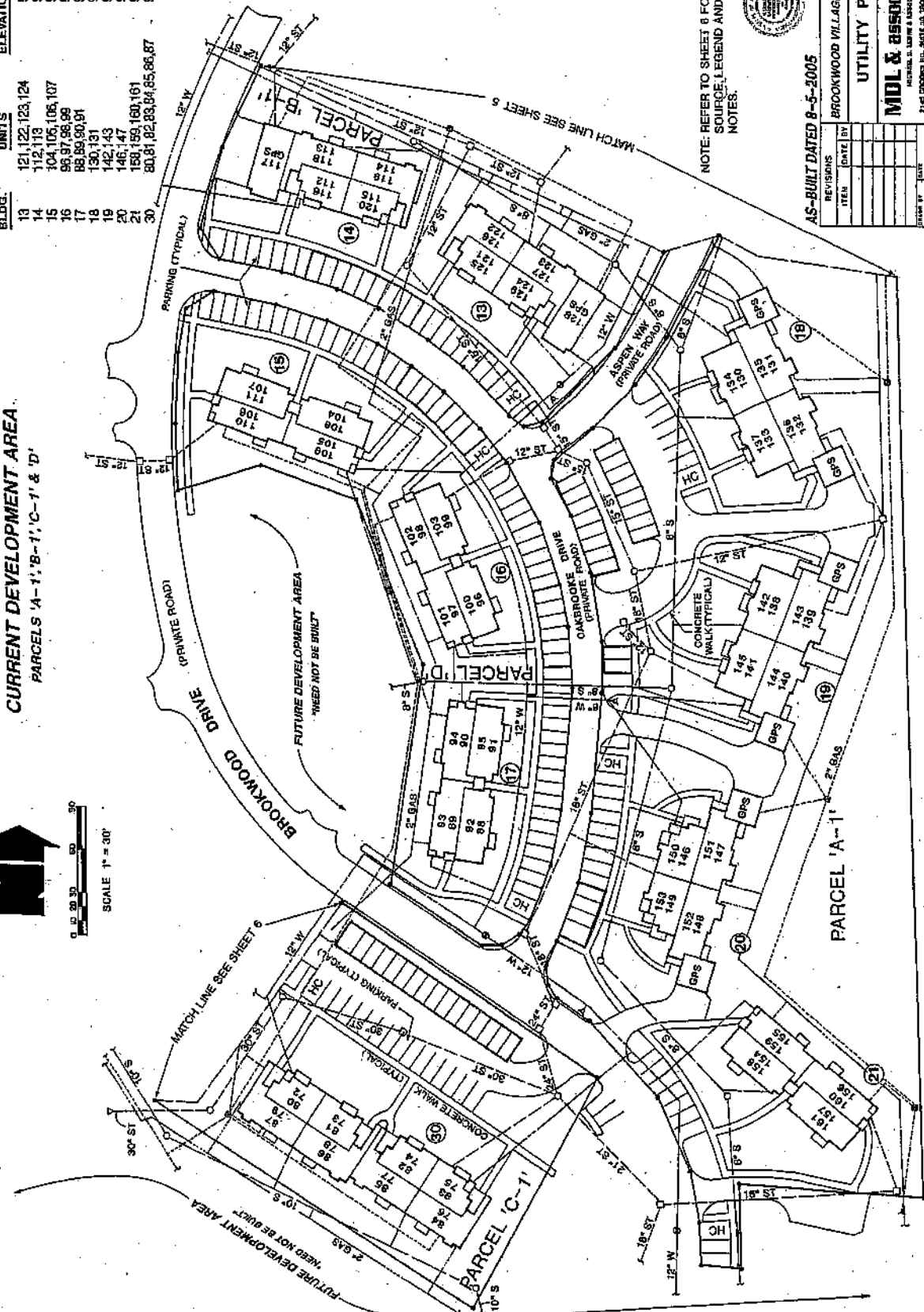
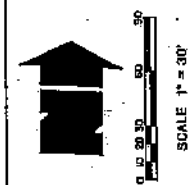




**BUILDING FIRST FLOOR ELEVATIONS**

| BLDG. | UNITS                   | ELEVATION (U.S.G.S.) |
|-------|-------------------------|----------------------|
| 13    | 121,122,123,124         | 947.83               |
| 14    | 112,113                 | 949.23               |
| 15    | 104,105,106,107         | 948.58               |
| 16    | 96,97,98,99             | 943.10               |
| 17    | 88,89,90,91             | 938.00               |
| 18    | 130,131                 | 947.80               |
| 19    | 142,143                 | 945.60               |
| 20    | 146,147                 | 940.90               |
| 21    | 150,151,160,161         | 936.20               |
| 22    | 80,81,82,83,84,85,86,87 | 934.20               |

**CURRENT DEVELOPMENT AREA**  
 PARCELS 'A-1', 'B-1', 'C-1' & 'D'



NOTE: REFER TO SHEET 8 FOR UTILITY SOURCE, LEGEND AND GENERAL NOTES.



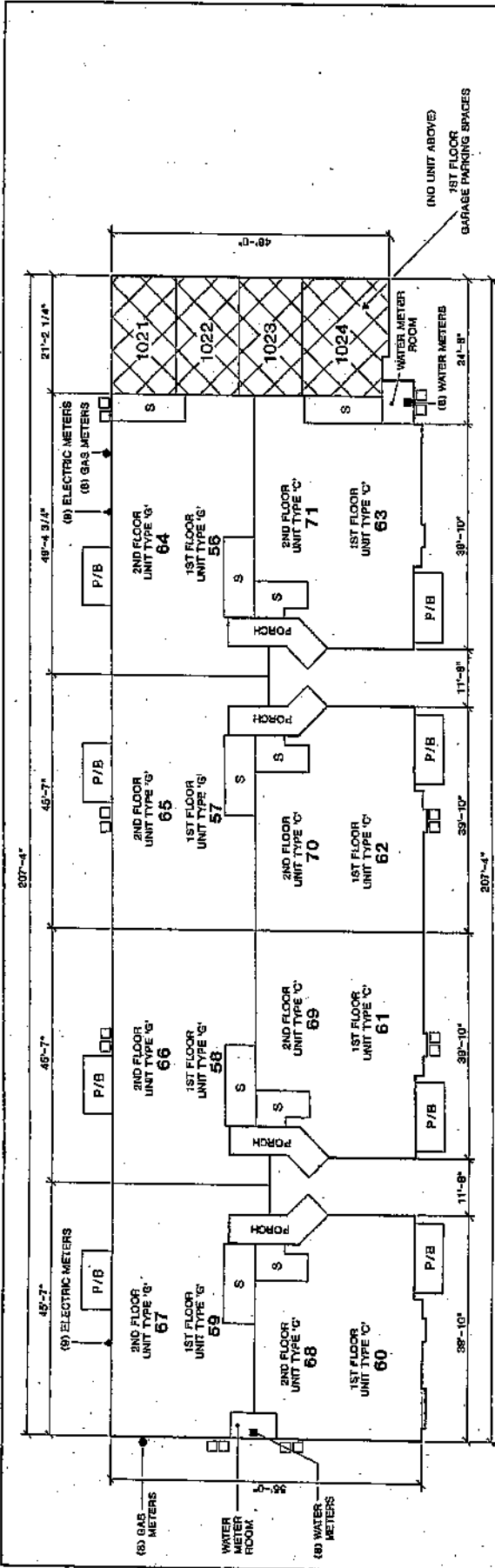
AS-BUILT DATED 8-5-2005

| REVISIONS |      | BROOKWOOD VILLAGE CONDOMINIUM |      |
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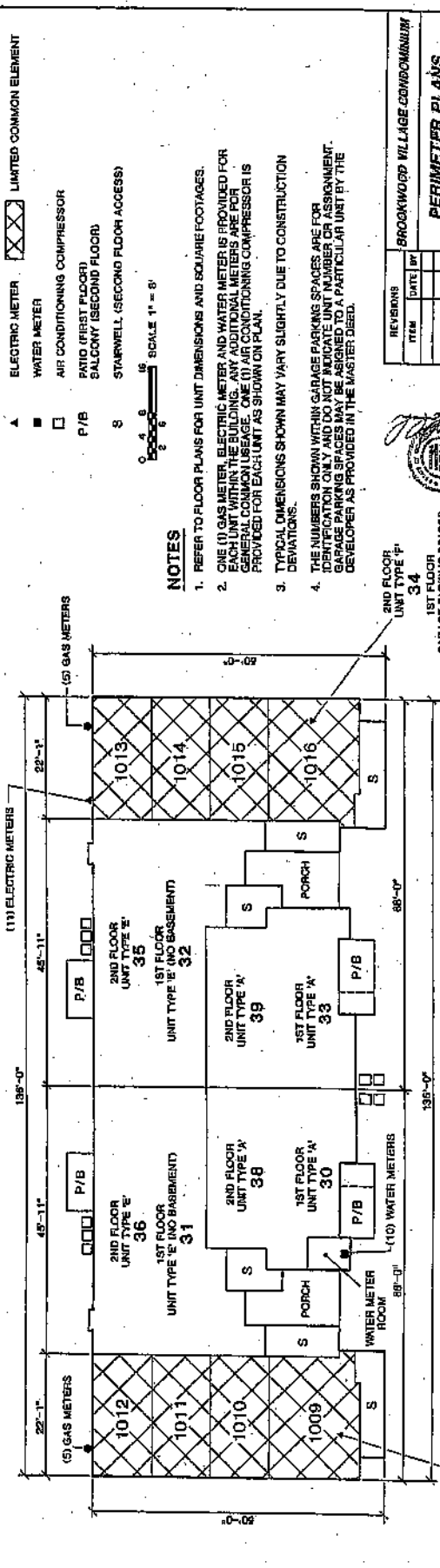
**UTILITY PLAN**

MDL & ASSOCIATES  
 ARCHITECTS, ENGINEERS & SURVEYORS  
 1145 S. WILSON AVENUE, SUITE 100  
 CHICAGO, ILLINOIS 60606

PROJECT NO. 05-001  
 SHEET NO. 6A



**PERIMETER PLAN - BUILDING NO. 31**



**PERIMETER PLAN - BUILDING NO. 33**

**LEGEND**

- GAS METER
- ▲ ELECTRIC METER
- WATER METER
- P/B
- AIR CONDITIONING COMPRESSOR
- PATIO (FIRST FLOOR)
- BALCONY (SECOND FLOOR)
- STAIRWELL (SECOND FLOOR ACCESS)
- 10 UNIT DESIGNATION
- ⊗ LIMITED COMMON ELEMENT

**NOTES**

1. REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND SQUARE FOOTAGES.
2. ONE (1) GAS METER, ELECTRIC METER AND WATER METER IS PROVIDED FOR EACH UNIT WITHIN THE BUILDING. ANY ADDITIONAL METERS ARE FOR GENERAL COMMON USEAGE. ONE (1) AIR CONDITIONING COMPRESSOR IS PROVIDED FOR EACH UNIT AS SHOWN ON PLAN.
3. TYPICAL DIMENSIONS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.
4. THE NUMBERS SHOWN WITHIN GARAGE PARKING SPACES ARE FOR IDENTIFICATION ONLY AND DO NOT INDICATE UNIT NUMBER OR ASSIGNMENT. GARAGE PARKING SPACES MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.



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**PERIMETER PLANS**

**MDL & Associates**

2145 CHERRYWOOD DRIVE, SUITE 100, WILMINGTON, DE 19806

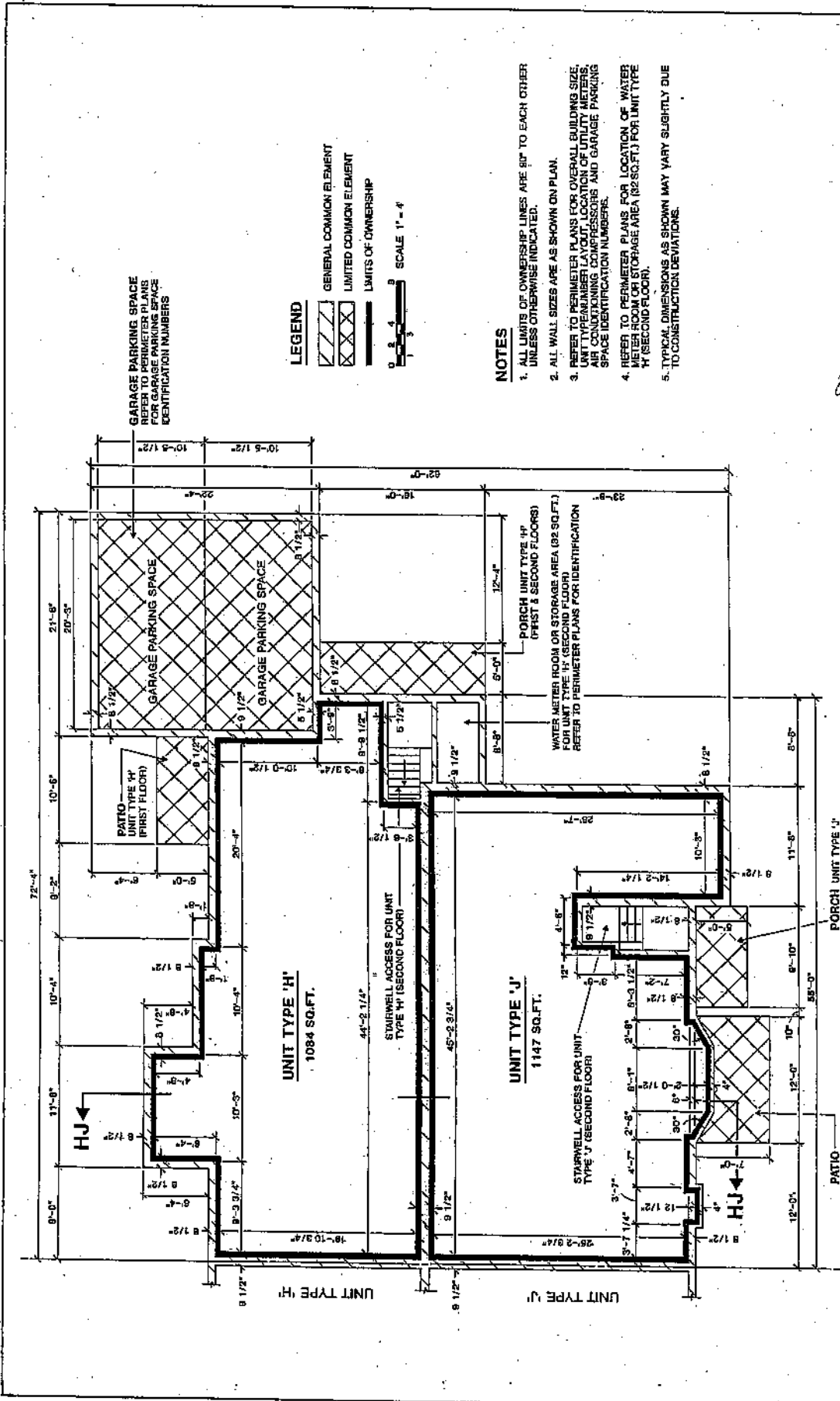
DATE: 8-5-2005

SCALE: 1" = 8'

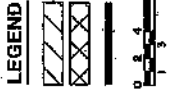
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14

AG-BUILT DATED 8-5-2005



**GARAGE PARKING SPACE**  
REFER TO PERIMETER PLANS  
FOR GARAGE PARKING SPACE  
IDENTIFICATION NUMBERS



**NOTES**

1. ALL LIMITS OF OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE INDICATED.
2. ALL WALL SIZES ARE AS SHOWN ON PLAN.
3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING SIZE, PERIMETER PLANS FOR IDENTIFICATION NUMBERS, AIR CONDITIONING COMPRESSORS AND GARAGE PARKING SPACE IDENTIFICATION NUMBERS.
4. REFER TO PERIMETER PLANS FOR LOCATION OF WATER METER ROOM OR STORAGE AREA (32 SQ.FT.) FOR UNIT TYPE H (SECOND FLOOR).
5. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.

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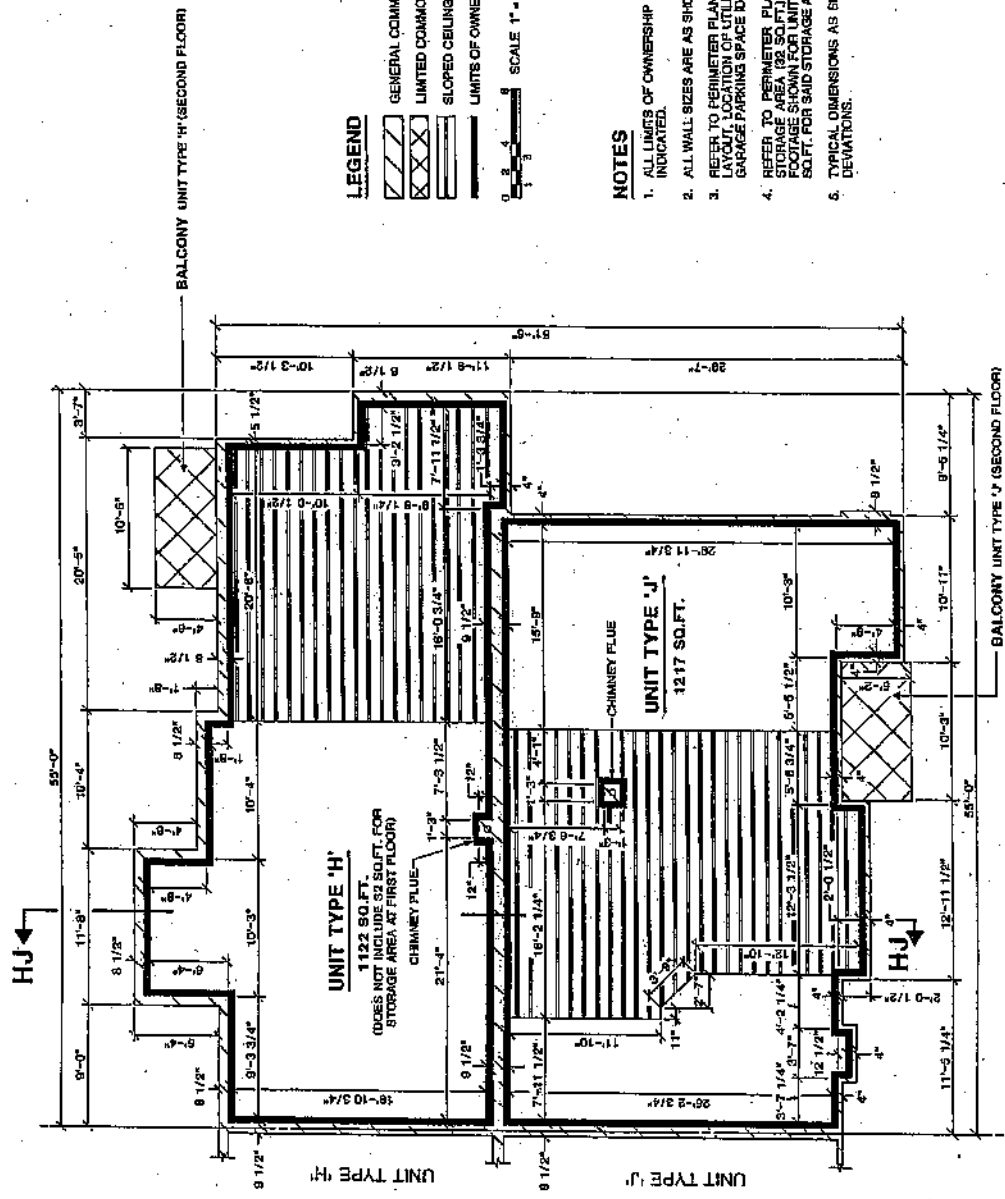
**MDL & Associates**  
ARCHITECTS, ENGINEERS & ARCHITECTS  
114 S. STATE ST., 10TH FL., ARLINGTON, VA 22204  
PART NO. 0001-0011-000000000000000000000000

**15**



AS-BUILT DATED 8-5-2005

**UNIT TYPES 'J' & 'H' - FIRST FLOOR (WITH ATTACHED GARAGE)**



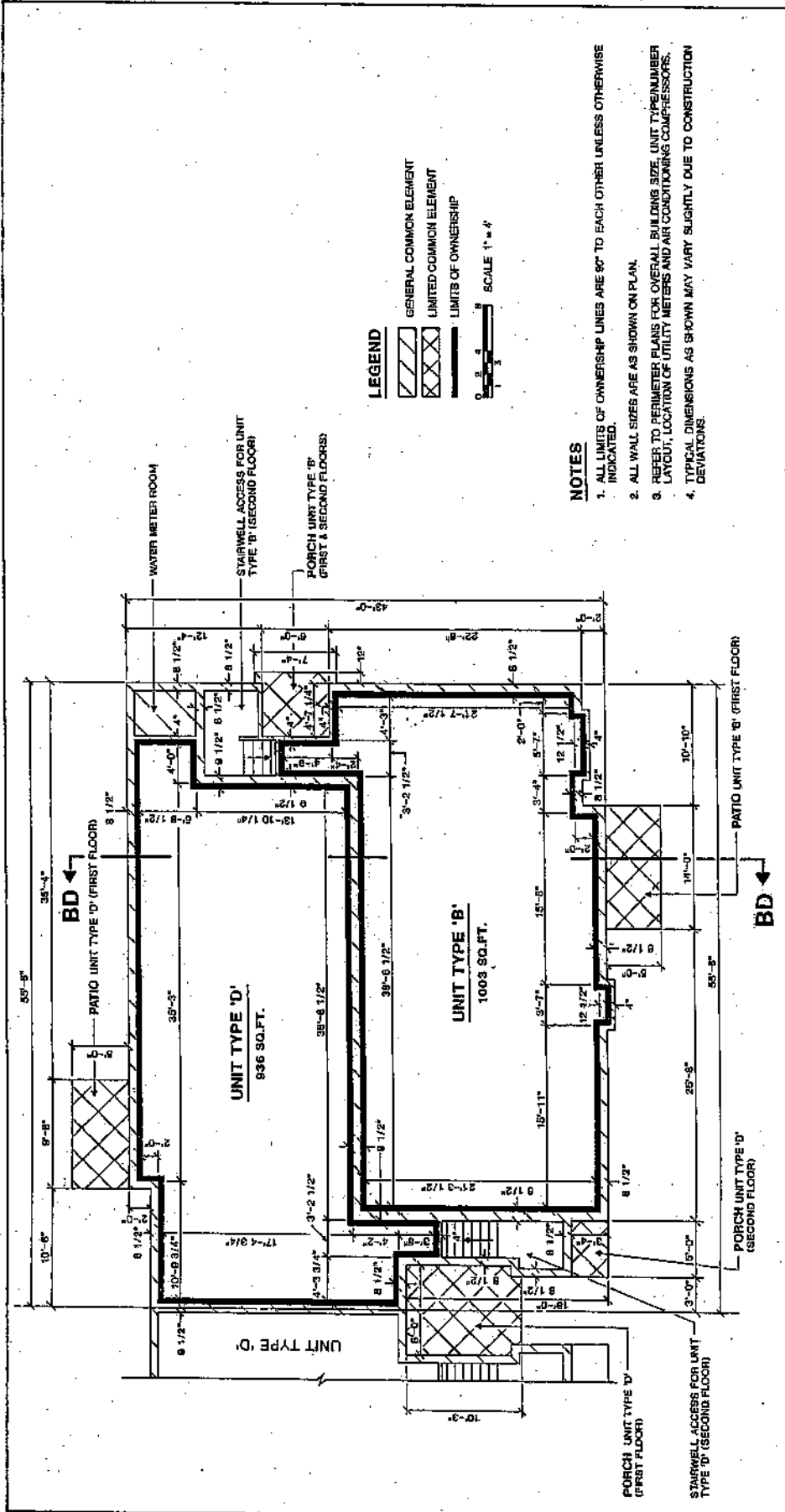
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**MDL & Associates**  
INCORPORATED  
2148 CHURCH RD., SUITE 201, ROCKY HILL, CT 06381  
TEL: 860-261-1111 FAX: 860-261-1112

PROJECT NO. **16**

**UNIT TYPES 'J' & 'H' - SECOND FLOOR**

AS-BUILT DATED 8-5-2006



**UNIT TYPES 'B' & 'D' - FIRST FLOOR**

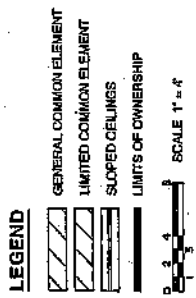
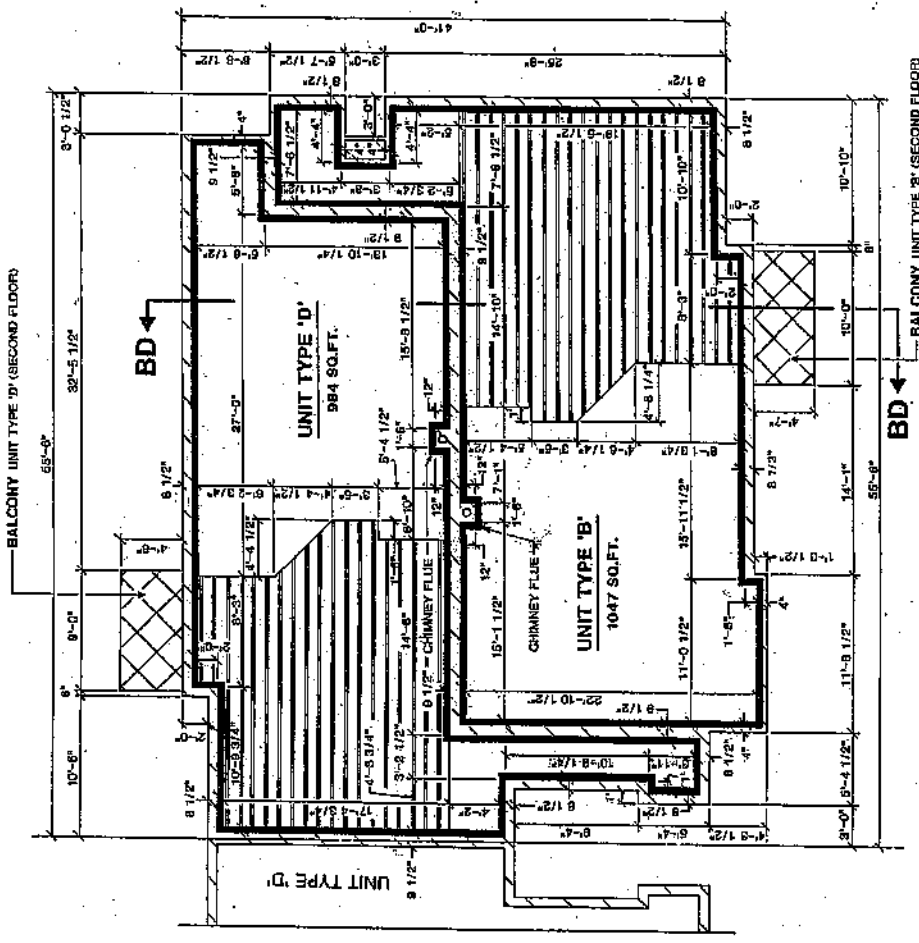
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| BROOKWOOD VILLAGE CONDOMINIUM<br>FIRST FLOOR PLAN<br>UNIT TYPES 'B' & 'D'  |                        |
| MDL & associates<br>ARCHITECTS & ENGINEERS<br>3148 CHOCOMA RD., SUITE 201, WOODBRIDGE, VA 22191<br>PHONE: (703) 592-1111 FAX: (703) 592-0222 | SHEET NO.<br><b>17</b> |



AS-BUILT DATED 8-5-2005



**NOTES**

1. ALL LIMITS OF OWNERSHIP LINES ARE 80" TO EACH OTHER UNLESS OTHERWISE INDICATED.
2. ALL WALL SIZES ARE AS SHOWN ON PLAN.
3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING SIZE, UNIT TYPE NUMBER, LAYOUT, LOCATION OF UTILITY METERS AND AIR CONDITIONING COMPRESSORS.
4. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.

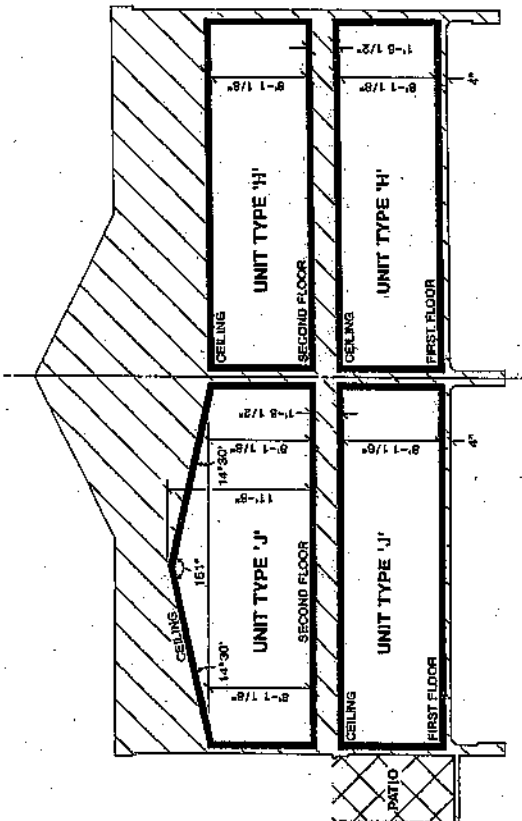
| REVISIONS |         | BROOKWOOD VILLAGE CONDOMINIUM |                      |
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| ITEM      | DATE BY | SECOND FLOOR PLAN             | UNIT TYPES 'B' & 'D' |
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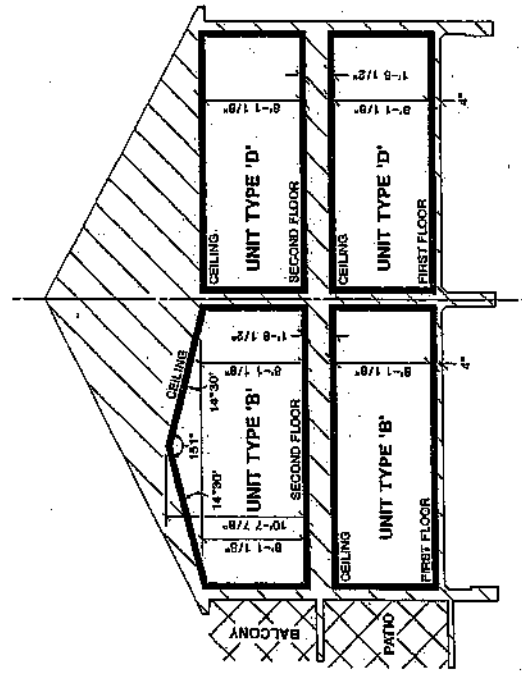
**MDL & Associates**  
 ARCHITECTS  
 3142 CHERRY BL. SUITE 300 WOODBRIDGE, VA 22191  
 (703) 595-1111 FAX (703) 595-1122

AS-BUILT DATED 8-5-2005

**UNIT TYPES 'B' & 'D' - SECOND FLOOR**



**CROSS SECTION HJ-HJ**



**CROSS SECTION BD-BD**

**LEGEND**

-  GENERAL COMMON ELEMENT
  -  LIMITED COMMON ELEMENT
  -  LIMITS OF OWNERSHIP
- 0 2 4 8 SCALE 1" = 4'

**NOTES**

1. ALL LIMITS OF OWNERSHIP LINES ARE 60° TO EACH OTHER UNLESS OTHERWISE INDICATED.
2. REFER TO FLOOR PLANS FOR ALL UNIT WALL SIZES.
3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING SIZE, UNIT TYPE NUMBER LAYOUT AND LOCATION OF UTILITY METERS AND AIR CONDITIONING COMPRESSORS.
4. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.



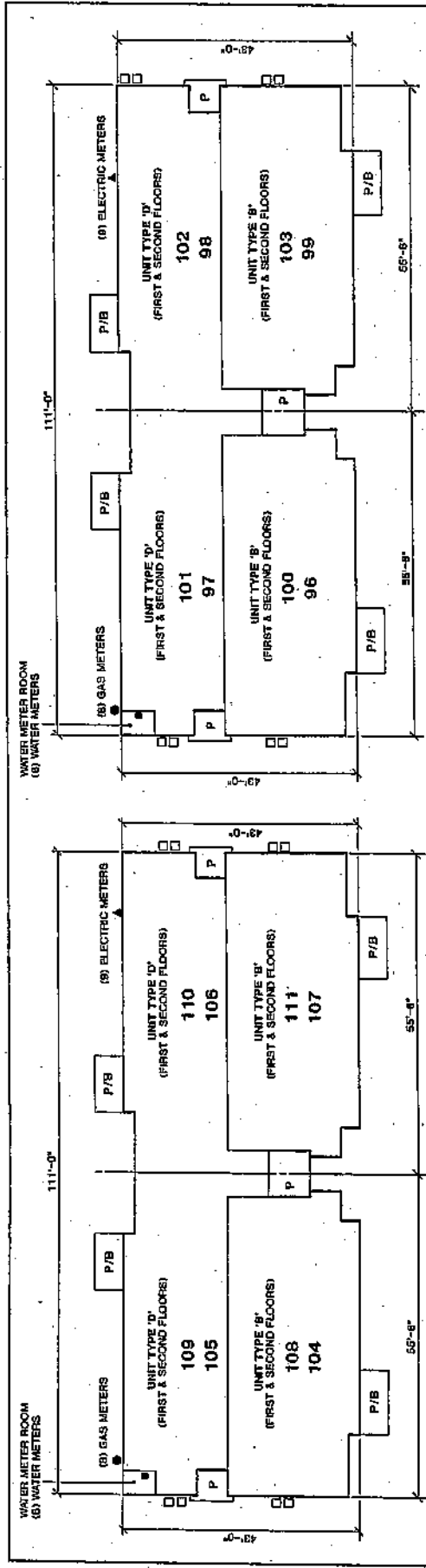
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**CROSS SECTIONS**

**MDL & Associates**

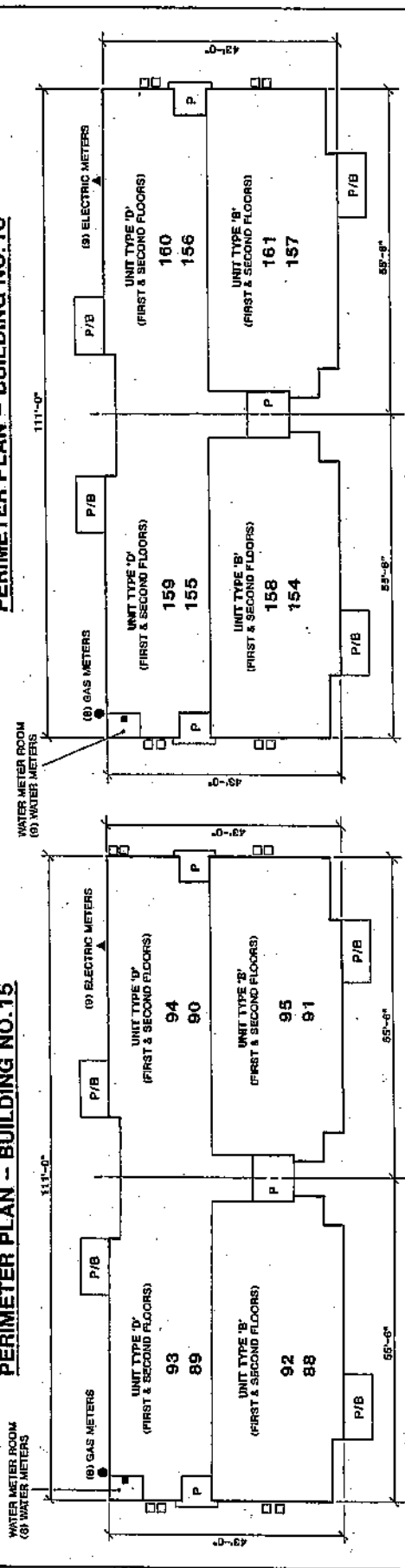
REGISTERED PROFESSIONAL ARCHITECT  
 1400 WEST 10TH AVENUE, SUITE 100  
 DENVER, COLORADO 80202

AS-BUILT DATED 8-5-2003



**PERIMETER PLAN - BUILDING NO.15**

**PERIMETER PLAN - BUILDING NO.16**



**PERIMETER PLAN - BUILDING NO.17**

**PERIMETER PLAN - BUILDING NO.21**

NOTE: REFER TO SHEET 14 FOR LEGEND AND GENERAL NOTES.



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BROOKWOOD VILLAGE CONDOMINIUM

**PERIMETER PLANS**

**MDL & Associates**

ANGELA N. LEWIS & ASSOCIATES

1145 GARDNER DRIVE, SUITE 200, WILMINGTON, DE 19804

PH: 302-439-1111 FAX: 302-439-1112

DATE: 08-05-2005

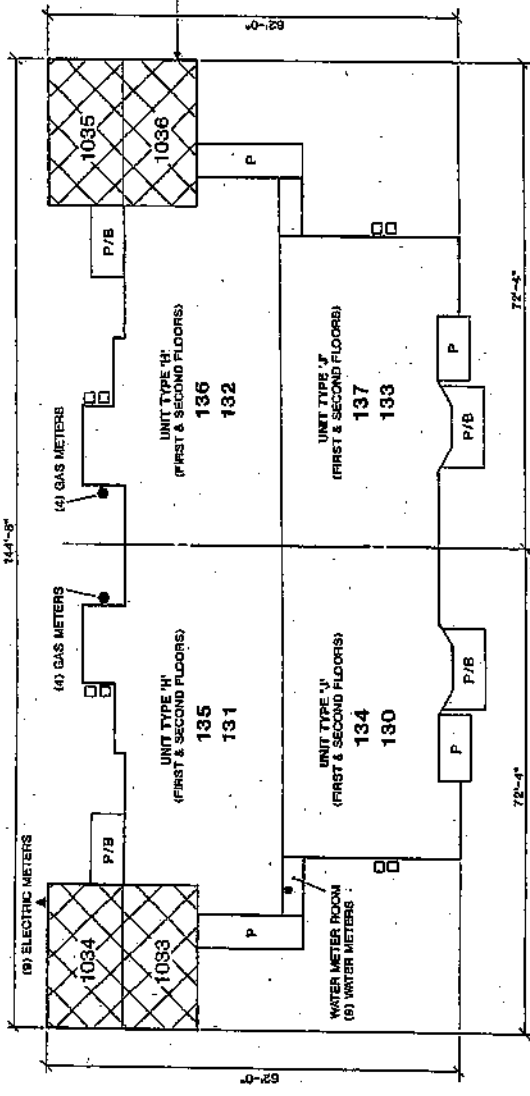
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SCALE: AS-BUILT

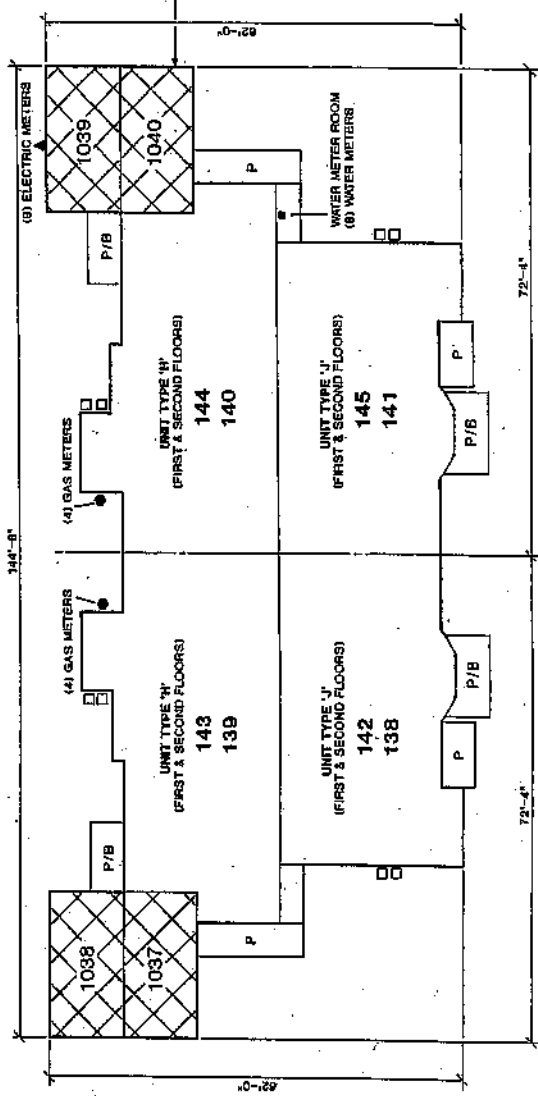
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AS-BUILT DATED 8-5-2005





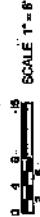
PERIMETER PLAN - BUILDING NO. 18



PERIMETER PLAN - BUILDING NO. 19

**LEGEND**

- ☒ LIMITED COMMON ELEMENT
- GAS METER
- WATER METER
- ◻ AIR CONDITIONING COMPRESSOR
- P/B PATIO (FIRST FLOOR) BALCONY (SECOND FLOOR) PORCH
- 145 UNIT DESIGNATION
- 141 SECOND FLOOR UNIT NUMBER
- 141 FIRST FLOOR UNIT NUMBER



GARAGE PARKING SPACES (TYPICAL)  
NO UNIT ABOVE

GARAGE PARKING SPACES (TYPICAL)  
NO UNIT ABOVE

**NOTES**

1. REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND SQUARE FOOTAGES.
2. ONE (1) GAS METER, ELECTRIC METER, WATER METER AND AIR CONDITIONING COMPRESSOR IS PROVIDED FOR EACH UNIT WITHIN THE BUILDING. ANY ADDITIONAL METERS SHOWN ARE FOR GENERAL COMMON USAGE.
3. THE NUMBERS SHOWN WITHIN GARAGE PARKING SPACES ARE TO BE USED FOR IDENTIFICATION ONLY AND DO NOT INDICATE UNIT NUMBER OR ASSIGNMENT. THESE GARAGE PARKING SPACES MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.
4. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.

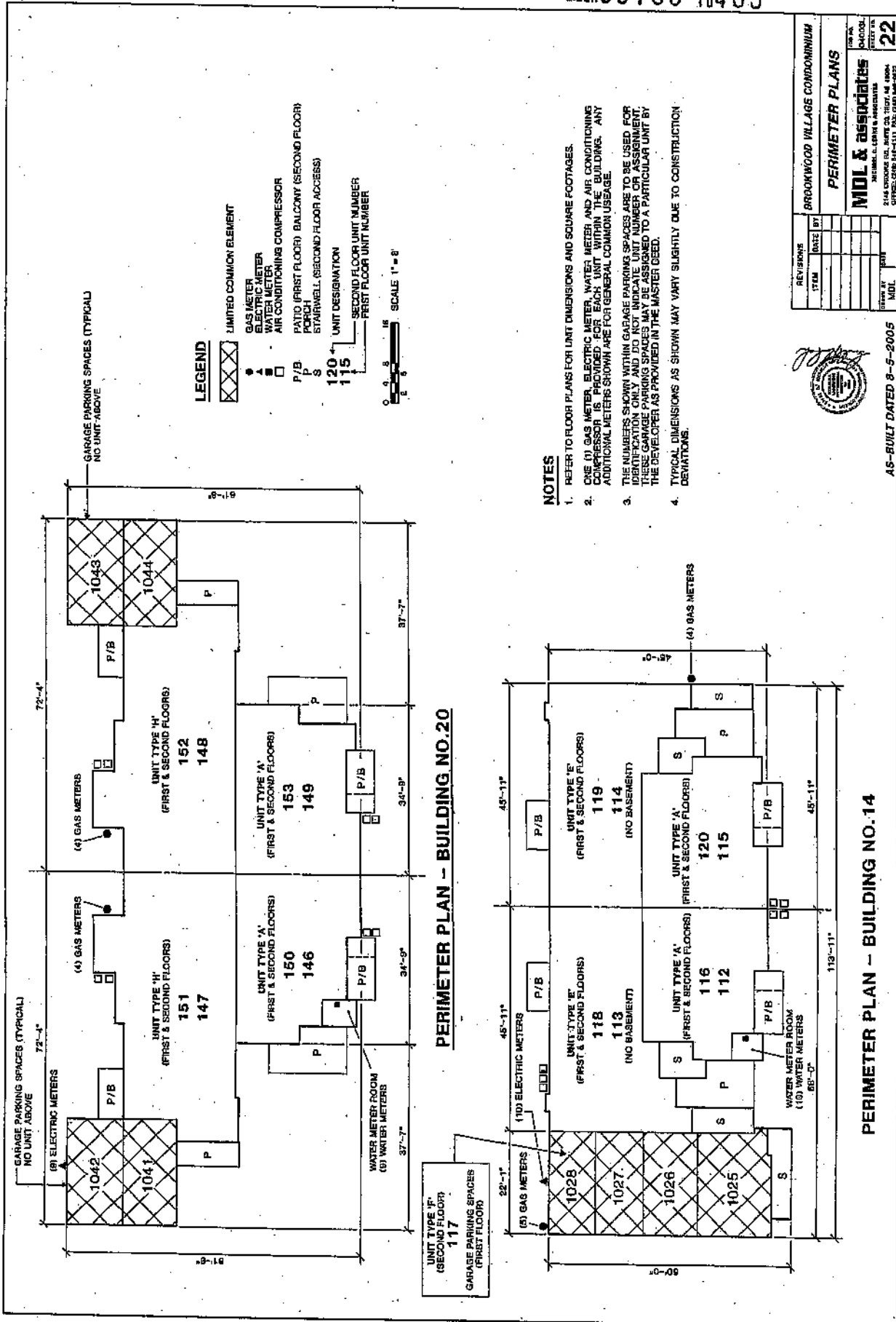


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PERIMETER PLANS  
 MDL & Associates  
 ARCHITECTS & ENGINEERS  
 2145 CHURCH RD., SUITE 201, WYOMING, WY 83001  
 PHONE: (307) 233-2222  
 FAX: (307) 233-2222

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| DATE       | 21 |
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| CHECKED BY |    |
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**LEGEND**

LIMITED COMMON ELEMENT  
 GAS METER  
 ELECTRIC METER  
 WATER METER  
 AIR CONDITIONING COMPRESSOR  
 PATIO (FIRST FLOOR) BALCONY (SECOND FLOOR)  
 PORCH  
 STAIRWELL (SECOND FLOOR ACCESS)  
 UNIT DESIGNATION  
 120 ← SECOND FLOOR UNIT NUMBER  
 115 ← FIRST FLOOR UNIT NUMBER

SCALE 1" = 8'

**NOTES**

1. REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND SQUARE FOOTAGES.
2. ONE (1) GAS METER, ELECTRIC METER, WATER METER AND AIR CONDITIONING COMPRESSOR IS PROVIDED FOR EACH UNIT WITHIN THE BUILDING. ANY ADDITIONAL METERS SHOWN ARE FOR GENERAL COMMON USAGE.
3. THE NUMBERS SHOWN WITHIN GARAGE PARKING SPACES ARE TO BE USED FOR IDENTIFICATION ONLY AND DO NOT INDICATE UNIT NUMBER OR ASSIGNMENT. THESE GARAGE PARKING SPACES MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.
4. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.



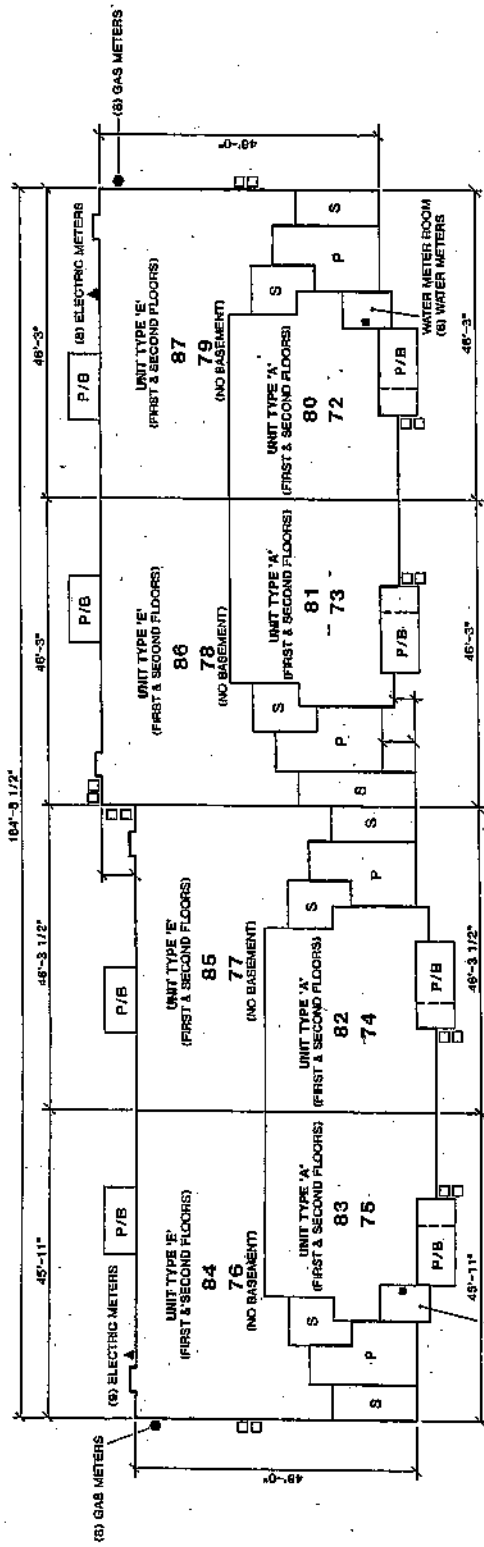
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 PROJECT: PERIMETER PLANS  
 SHEET NO. 22  
 DATE: 8-5-2005

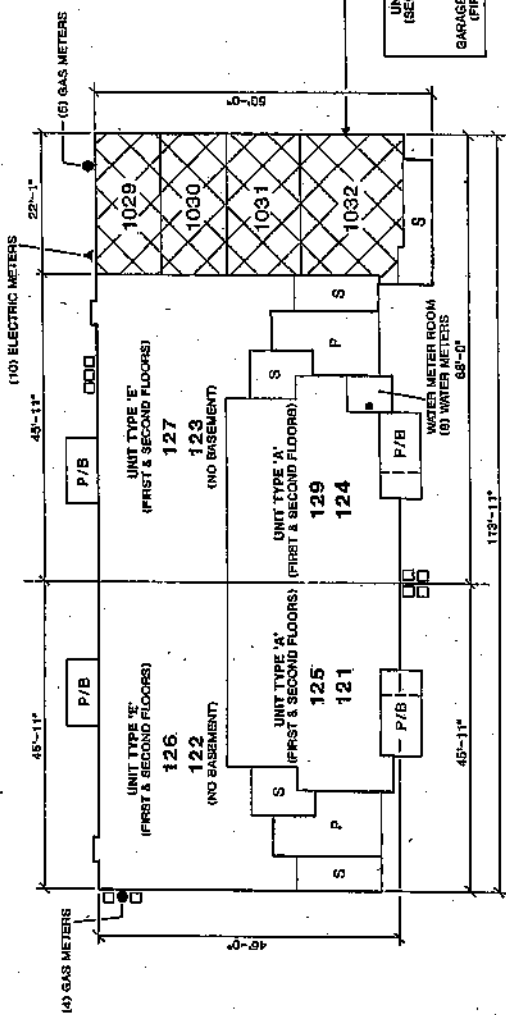
AS-BUILT DATED 8-5-2005

**PERIMETER PLAN - BUILDING NO. 20**

**PERIMETER PLAN - BUILDING NO. 14**



**PERIMETER PLAN - BUILDING NO. 30**



**PERIMETER PLAN - BUILDING NO. 13**

**LEGEND**

- ☒ LIMITED COMMON ELEMENT
  - GAS METER
  - ▲ ELECTRIC METER
  - ◻ WATER METER ROOM
  - ◻ WATER METER
  - ◻ AIR CONDITIONING COMPRESSOR
  - P/B PATIO (FIRST FLOOR) BALCONY (SECOND FLOOR)
  - P PORCH
  - S STAIRWELL (SECOND FLOOR ADDRESS)
  - 129 UNIT DESIGNATION
  - 124 SECOND FLOOR UNIT NUMBER
  - 124 FIRST FLOOR UNIT NUMBER
- SCALE 1" = 8'

**NOTES**

1. REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND SQUARE FOOTAGES.
2. ONE (1) GAS METER, ELECTRIC METER, WATER METER AND AIR CONDITIONING COMPRESSOR IS PROVIDED FOR EACH UNIT WITHIN THE BUILDING. ANY ADDITIONAL METERS ARE FOR GENERAL COMMON USAGE.
3. THE NUMBERS SHOWN WITHIN GARAGE PARKING SPACES ARE TO BE USED FOR IDENTIFICATION ONLY AND DO NOT INDICATE UNIT NUMBER OR ASSIGNMENT. THESE GARAGE PARKING SPACES MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.
4. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.



| REVISIONS |      | DATE |        |
|-----------|------|------|--------|
| ITEM      | DATE | BY   | REASON |
|           |      |      |        |
|           |      |      |        |
|           |      |      |        |
|           |      |      |        |

BRICKWOOD VILLAGE CONDOMINIUM

**PERIMETER PLANS**

**MDL & Associates**  
REGISTERED PROFESSIONAL ARCHITECTS  
1415 SOUTH 10TH AVENUE, SUITE 100  
DENVER, COLORADO 80202

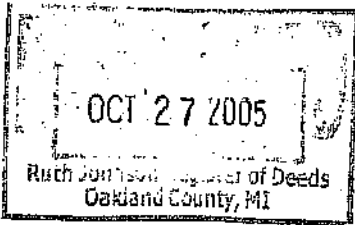
23

45-BUILT DATED 8-5-2005



**COPY**

LIBER 36535 PG 416



024850

307810  
LIBER 36535 PAGE 416  
\$88.00 RISC RECORDING  
\$4.00 REMONUMENTATION  
11/01/2005 01:48:56 P.M. RECEIPT# 122975

PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

OAKLAND COUNTY TREASURERS CERTIFICATE  
This instrument contains no TAX LIENS or TITLES  
and is not subject to any other tax or charge  
for recording in this office.

**SECOND AMENDMENT TO MASTER DEED OF**

**BROOKWOOD VILLAGE CONDOMINIUM**

11/1/05  
PAID BY COMPANY \$24.00  
PAID BY COUNTY Clerk/Recorder

Brookwood Farms, L.L.C., a Michigan limited liability company, the address of which is Post Office Box 472, Lapeer, Michigan 48446, being the Developer of Brookwood Village Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 35365, Pages 1 through 80, and First Amendment to Master Deed recorded in Liber 36100, Pages 456 through 486, in Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 1735, hereby amends the Master Deed of Brookwood Village Condominium pursuant to the authority reserved in Article VI and Article IX thereof for the purpose of enlarging the Condominium Project from 161 Units to 265 Units by the addition of the land described in paragraph 1 below, reallocating percentages of value set forth in Article V of said Master Deed and including the Community Facilities in the Condominium. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The legal description of the land set forth in Exhibit 1 to this Second Amendment to Master Deed of Brookwood Village Condominium shall be added to the description of the land set forth in Article II of the Master Deed.
2. First Amended Article V, Section 1 and Second Amended Article V, Section 2. of the Master Deed of Brookwood Village Condominium, as set forth below, shall replace and supersede Article V, Section 1 and Section 2 of the Master Deed as originally recorded, and the originally recorded Article V, Section 1 and Section 2 shall be of no further force or effect.

27P  
B

**Section 1. Description of Units and Dwellings.** The Condominium contains two types of Units, each differently described. Units 1 through 19, both inclusive, are "site" condominium Units consisting of land and the improvements located within each Unit perimeter as shown on the Condominium Subdivision Plan. Units 20 through 265 are "spatial" condominium Units in which the space within the perimetrical boundaries of each Unit as depicted on the Condominium Subdivision Plan is owned by each Owner of such Unit. The two types of Units are more particularly described as follows: (a) Each Unit among Units 1 through 19, both inclusive, shall consist of the land located within Unit boundaries as delineated on Exhibit "B" hereto together with all appurtenances thereto; and (b) Each Unit among Units 20 through 265, both inclusive, shall include all that space contained within the finished unpainted plasterboard perimeter walls and plasterboard ceilings and from the finished subfloors all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. Heating and air-conditioning

O.K.-A.N.

O.K. - RC

ducts, electrical wiring and gas lines contained within the boundaries of a spatial Unit shall be owned as an appurtenance thereof.

**Section 2. Percentages of Value.** The percentages of value assigned to the respective Dwellings have been established in different ways for different purposes and have been determined in the manner and with the respective effects as set forth below. Percentages of value for purposes of determining voting are equal for all Units so that each Unit Owner shall have an equal 1/265 vote on administrative matters affecting the Condominium generally. However, in accordance with Section 69 of the Act, certain expenses have been variously apportioned among the Units as the Developer has deemed reasonable under the circumstances. Thus, (a) administrative expenses (accounting fees, legal fees, management fees and supplies); (b) maintenance, repair, replacement and snow plowing of roads, drives and open parking areas; (c) General Common Element utilities; (d) General Common Element liability insurance, workers compensation insurance and officers and directors liability insurance; (e) certain miscellaneous expenses; and (f) reserves relative to the foregoing have been allocated 19/265 to Units 1 through 19 as a group and 246/265 to Units 20 through 265 as a group. The Community Facilities expenses have been allocated equally as 1/265 to each Unit. The cost of landscaping the grounds which immediately surround Units 1 through 19 shall be borne entirely by Units 1 through 19. Correspondingly, the cost of landscaping the grounds which immediately surround Units 20 through 265 shall be borne entirely by Units 20 through 265. The collective expenses allocated to Units 1 through 19 as a group shall be shared equally by Units 1 through 19. However, the collective expenses allocated to Units 20 through 265 shall be apportioned among Units 20 through 265 in accordance with the percentages of value which have been determined for Units 20 through 265 based on comparative living areas for such Units as set forth below.

| <u>Unit Number</u> | <u>Percentage of Value</u> | <u>Unit Number</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|--------------------|----------------------------|
| 20                 | .291                       | 38                 | .309                       |
| 21                 | .291                       | 39                 | .309                       |
| 22                 | .421                       | 40                 | .291                       |
| 23                 | .421                       | 41                 | .291                       |
| 24                 | .441                       | 42                 | .291                       |
| 25                 | .309                       | 43                 | .291                       |
| 26                 | .309                       | 44                 | .463                       |
| 27                 | .441                       | 45                 | .463                       |
| 28                 | .441                       | 46                 | .463                       |
| 29                 | .441                       | 47                 | .463                       |
| 30                 | .291                       | 48                 | .309                       |
| 31                 | .421                       | 49                 | .309                       |
| 32                 | .421                       | 50                 | .309                       |
| 33                 | .291                       | 51                 | .309                       |
| 34                 | .441                       | 52                 | .441                       |
| 35                 | .441                       | 53                 | .441                       |
| 36                 | .441                       | 54                 | .441                       |
| 37                 | .441                       | 55                 | .441                       |

| <u>Unit Number</u> | <u>Percentage of Value</u> | <u>Unit Number</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|--------------------|----------------------------|
| 56                 | .441                       | 97                 | .396                       |
| 57                 | .441                       | 98                 | .396                       |
| 58                 | .441                       | 99                 | .424                       |
| 59                 | .441                       | 100                | .441                       |
| 60                 | .408                       | 101                | .416                       |
| 61                 | .408                       | 102                | .416                       |
| 62                 | .408                       | 103                | .441                       |
| 63                 | .408                       | 104                | .424                       |
| 64                 | .506                       | 105                | .396                       |
| 65                 | .506                       | 106                | .396                       |
| 66                 | .506                       | 107                | .424                       |
| 67                 | .506                       | 108                | .441                       |
| 68                 | .463                       | 109                | .416                       |
| 69                 | .463                       | 110                | .416                       |
| 70                 | .463                       | 111                | .441                       |
| 71                 | .463                       | 112                | .291                       |
| 72                 | .291                       | 113                | .421                       |
| 73                 | .291                       | 114                | .421                       |
| 74                 | .291                       | 115                | .291                       |
| 75                 | .291                       | 116                | .309                       |
| 76                 | .421                       | 117                | .441                       |
| 77                 | .421                       | 118                | .441                       |
| 78                 | .421                       | 119                | .441                       |
| 79                 | .421                       | 120                | .309                       |
| 80                 | .309                       | 121                | .291                       |
| 81                 | .309                       | 122                | .421                       |
| 82                 | .309                       | 123                | .421                       |
| 83                 | .309                       | 124                | .291                       |
| 84                 | .441                       | 125                | .309                       |
| 85                 | .441                       | 126                | .441                       |
| 86                 | .441                       | 127                | .441                       |
| 87                 | .441                       | 128                | .441                       |
| 88                 | .424                       | 129                | .309                       |
| 89                 | .396                       | 130                | .485                       |
| 90                 | .396                       | 131                | .458                       |
| 91                 | .424                       | 132                | .458                       |
| 92                 | .441                       | 133                | .485                       |
| 93                 | .416                       | 134                | .514                       |
| 94                 | .416                       | 135                | .474                       |
| 95                 | .441                       | 136                | .474                       |
| 96                 | .424                       | 137                | .514                       |

| <u>Unit Number</u> | <u>Percentage of Value</u> | <u>Unit Number</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|--------------------|----------------------------|
| 138                | .485                       | 179                | .441                       |
| 139                | .458                       | 180                | .441                       |
| 140                | .458                       | 181                | .441                       |
| 141                | .485                       | 182                | .408                       |
| 142                | .514                       | 183                | .408                       |
| 143                | .474                       | 184                | .408                       |
| 144                | .474                       | 185                | .408                       |
| 145                | .514                       | 186                | .506                       |
| 146                | .291                       | 187                | .506                       |
| 147                | .458                       | 188                | .506                       |
| 148                | .458                       | 189                | .506                       |
| 149                | .291                       | 190                | .463                       |
| 150                | .309                       | 191                | .463                       |
| 151                | .474                       | 192                | .463                       |
| 152                | .474                       | 193                | .463                       |
| 153                | .309                       | 194                | .463                       |
| 154                | .424                       | 195                | .463                       |
| 155                | .396                       | 196                | .463                       |
| 156                | .396                       | 197                | .463                       |
| 157                | .424                       | 198                | .291                       |
| 158                | .441                       | 199                | .291                       |
| 159                | .416                       | 200                | .291                       |
| 160                | .416                       | 201                | .291                       |
| 161                | .441                       | 202                | .441                       |
| 162                | .421                       | 203                | .441                       |
| 163                | .421                       | 204                | .441                       |
| 164                | .421                       | 205                | .441                       |
| 165                | .421                       | 206                | .309                       |
| 166                | .291                       | 207                | .309                       |
| 167                | .291                       | 208                | .309                       |
| 168                | .291                       | 209                | .309                       |
| 169                | .291                       | 210                | .424                       |
| 170                | .441                       | 211                | .396                       |
| 171                | .441                       | 212                | .396                       |
| 172                | .441                       | 213                | .424                       |
| 173                | .441                       | 214                | .441                       |
| 174                | .309                       | 215                | .416                       |
| 175                | .309                       | 216                | .416                       |
| 176                | .309                       | 217                | .441                       |
| 177                | .309                       | 218                | .408                       |
| 178                | .441                       | 219                | .408                       |



| <u>Unit Number</u> | <u>Percentage of Value</u> | <u>Unit Number</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|--------------------|----------------------------|
| 220                | .408                       | 244                | .291                       |
| 221                | .408                       | 245                | .291                       |
| 222                | .441                       | 246                | .421                       |
| 223                | .441                       | 247                | .421                       |
| 224                | .441                       | 248                | .421                       |
| 225                | .441                       | 249                | .421                       |
| 226                | .463                       | 250                | .309                       |
| 227                | .463                       | 251                | .309                       |
| 228                | .463                       | 252                | .309                       |
| 229                | .463                       | 253                | .309                       |
| 230                | .506                       | 254                | .441                       |
| 231                | .506                       | 255                | .441                       |
| 232                | .506                       | 256                | .441                       |
| 233                | .506                       | 257                | .441                       |
| 234                | .396                       | 258                | .396                       |
| 235                | .396                       | 259                | .396                       |
| 236                | .424                       | 260                | .424                       |
| 237                | .424                       | 261                | .424                       |
| 238                | .416                       | 262                | .416                       |
| 239                | .416                       | 263                | .416                       |
| 240                | .441                       | 264                | .441                       |
| 241                | .441                       | 265                | .441                       |
| 242                | .291                       |                    |                            |
| 243                | .291                       | Total              | 100.000%                   |

Questions may arise from time to time as to whether a particular expense not specifically referenced above should be borne by spatial Units or site Units or both in which event, the board of directors of the Association shall make a fair and objective determination as to the manner in which such expenses should be allocated based upon the methodology described above.

3. Amended Sheets 1, 2, 3, 4, 4A, 4B, 5, 6, 6A, 13, 14 and 20 of the Condominium Subdivision Plan of Brookwood Village Condominium, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 4A, 4B, 5, 6, 6A, 13, 14 and 20 of the Condominium Subdivision Plan of Brookwood Village Condominium as originally recorded, and the originally recorded Sheets 1, 2, 3, 4, 4A, 4B, 5, 6, 6A, 13, 14 and 20 shall be of no further force or effect.

4. Sheets 4C, 6B, 24, 25 and 26 of the Condominium Subdivision Plan of Brookwood Village Condominium, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Brookwood Village Condominium, as originally recorded.

5. Sheets 1A and 2A of the Condominium Subdivision Plan of Brookwood Village Condominium have been intentionally deleted and shall have no further force or effect.

6. In all respects, other than as hereinabove indicated, the original Master Deed of Brookwood Village Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded and previously amended as aforesaid, are hereby ratified, confirmed and redeclared.

**{Signatures and acknowledgment appear on following page}**

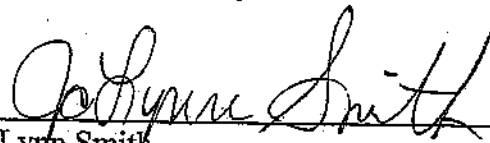
IN WITNESS WHEREOF, the Developer has caused this Second Amendment to Master Deed to be executed on this 20<sup>th</sup> day of October, 2005.

**BROOKWOOD FARMS, L.L.C.,**  
a Michigan limited liability company

By:   
Mike H. Coulter, Member

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF LAPEER     )

On this 20<sup>th</sup> day of October, 2005 in Lapeer County, Michigan, the foregoing Second Amendment to Master Deed was acknowledged before me by Mike H. Coulter, a Member of Brookwood Farms, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

  
Jo Lynn Smith  
Notary Public, State of Michigan, County of Lapeer  
My commission expires: March 19, 2007  
Acting in Lapeer County, Michigan

Second Amendment to Master Deed drafted by:

William T. Myers of MYERS NELSON DILLON & SHIERK, PLLC  
40701 North Woodward Avenue, Suite 235  
Bloomfield Hills, Michigan 48304

When recorded, return to drafter.

**EXHIBIT 1 TO SECOND AMENDMENT TO MASTER DEED  
OF BROOKWOOD VILLAGE CONDOMINIUM**

**(LEGAL DESCRIPTION OF LAND ADDED BY REPLAT NO. 2)**

PARCEL 'A' FOR REPLAT NO. 2:

PART OF THE NORTH 1/2 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN AND PART OF LOT 1 OF "ASSESSOR'S PLAT NO. 3" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 52 OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) SAID POINT BEING DISTANT S. 87° 44' 20" E., 184.71 FEET ALONG THE NORTH LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE CENTERLINE OF SAID TEN MILE ROAD AND S. 02° 15' 40" W., 60.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING S. 02° 30' 00" W., 45.56 FEET; THENCE S. 13° 10' 00" W., 34.50 FEET; THENCE S. 03° 45' 00" W., 12.00 FEET; THENCE S. 25° 50' 00" E., 11.25 FEET; THENCE S. 60° 00' 00" E., 19.45 FEET; THENCE S. 79° 30' 00" E., 23.65 FEET; THENCE S. 85° 30' 00" E., 170.15 FEET; THENCE S. 68° 40' 00" E., 30.75 FEET; THENCE S. 43° 00' 00" E., 26.00 FEET; THENCE S. 17° 10' 00" E., 23.50 FEET; THENCE S. 00° 17' 52" W., 96.25 FEET; THENCE S. 16° 25' 00" W., 59.00 FEET; THENCE S. 29° 20' 00" W., 81.10 FEET THENCE S. 35° 15' 00" W., 40.00 FEET; THENCE S. 45° 00' 00" W., 43.00 FEET; THENCE S. 52° 30' 00" W., 36.00 FEET; THENCE S. 14° 38' 00" W., 8.50 FEET; THENCE S. 27° 25' 00" E., 30.00 FEET; THENCE S. 17° 12' 00" E., 42.50 FEET; THENCE S. 09° 00' 00" E., 49.65 FEET; THENCE S. 03° 00' 00" W., 36.75 FEET; THENCE S. 06° 55' 00" W., 85.90 FEET; THENCE S. 12° 30' 00" W., 50.40 FEET; THENCE S. 22° 00' 00" W., 45.00 FEET; THENCE S. 26° 50' 00" W., 20.00 FEET; THENCE S. 04° 30' 00" E., 8.50 FEET; THENCE S. 37° 09' 00" E., 11.45 FEET; THENCE S. 54° 30' 00" E., 29.10 FEET; THENCE S. 41° 05' 00" E., 72.00 FEET; THENCE S. 21° 30' 00" E., 57.00 FEET; THENCE S. 09° 00' 00" E., 36.50 FEET; THENCE S. 01° 45' 00" E., 30.00 FEET; THENCE S. 84° 45' 00" E., 28.25 FEET; THENCE DUE NORTH, 60.00 FEET; THENCE S. 84° 45' 00" E., 124.90 FEET; THENCE N. 00° 17' 52" E., 992.47 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD; THENCE S. 87° 44' 20" E., 28.42 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD; THENCE S. 00° 17' 52" W., 462.63 FEET; THENCE S. 00° 21' 47" W., 1828.12 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD (100 FEET WIDE); THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD N. 29° 03' 27" W., 1170.85 FEET AND N. 28° 32' 20" W., 60.74 FEET AND 485.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3188.47 FEET, A CENTRAL ANGLE OF 08° 43' 33" AND A CHORD LENGTH OF 485.11 FEET WHICH BEARS N. 33° 12' 12" W.; THENCE N. 88° 28' 45" E., 227.11 FEET; THENCE S. 30° 20' 11" E., 144.87 FEET; THENCE S. 55° 38' 16" E., 269.57 FEET; THENCE N. 30° 00' 00" E., 186.13 FEET; THENCE N. 54° 30' 00" W., 219.25 FEET; THENCE N. 51° 40' 00" W., 40.75 FEET; THENCE N. 45° 00' 00" W., 30.00 FEET; THENCE N. 38° 30' 00" W., 38.00 FEET; THENCE N. 30° 30' 00" W., 36.35 FEET; THENCE N. 26° 00' 00" W., 23.75 FEET; THENCE N. 18° 15' 00" W., 30.50 FEET; THENCE N. 15° 20' 00" W., 40.25 FEET; THENCE S. 71° 55' 00" W., 37.50 FEET; THENCE DUE WEST, 99.75 FEET; THENCE N. 01° 22' 38" E., 231.64 FEET; THENCE DUE EAST, 110.50 FEET; THENCE N.

64°35'00" E., 8.25 FEET; THENCE N. 23°00'00" E., 19.35 FEET; THENCE N. 12°30'00" E., 48.00 FEET; THENCE N. 17°25'00" E., 51.00 FEET; THENCE N. 22°00'00" E., 46.50 FEET; THENCE N. 27°00'00" E., 48.40 FEET; THENCE N. 31°15'00" E., 37.50 FEET; THENCE N. 23°50'00" E., 40.50 FEET; THENCE N. 13°30'00" E., 30.00 FEET; THENCE N. 11°25'00" E., 29.00 FEET; THENCE N. 02°30'00" E., 62.15 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD; THENCE S. 87°44'20" E., 60.51 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD TO THE POINT OF BEGINNING. CONTAINING 18.80 ACRES OF LAND. EXCEPTING THEREFROM A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°44'20" E., 548.00 FEET ALONG THE NORTH LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S. 00°17'52" W., 411.65 FEET AND N. 80°00'00" W., 97.00 FEET AND N. 61°15'00" W., 31.45 FEET AND S. 74°00'00" W., 40.25 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING S. 29°20'00" W., 76.40 FEET; THENCE S. 46°00'00" W., 74.00 FEET; THENCE S. 80°28'00" W., 18.65 FEET; THENCE N. 57°20'00" W., 12.75 FEET; THENCE N. 42°35'00" W., 48.00 FEET; THENCE N. 51°00'00" W., 31.55 FEET; THENCE N. 56°30'00" W., 41.20 FEET; THENCE N. 64°35'00" W., 31.92 FEET; THENCE N. 71°30'00" W., 41.50 FEET; THENCE N. 76°32'00" W., 45.35 FEET; THENCE N. 30°30'00" W., 25.90 FEET; THENCE N. 16°45'00" E., 59.00 FEET; THENCE N. 32°29'12" E., 69.55 FEET; THENCE N. 32°00'00" E., 56.15 FEET; THENCE N. 37°30'00" E., 26.50 FEET; THENCE N. 55°00'00" E., 12.85 FEET; THENCE DUE EAST, 13.00 FEET; THENCE S. 66°00'00" E., 13.15 FEET; THENCE S. 76°15'00" E., 29.75 FEET; THENCE S. 85°30'00" E., 130.85 FEET; THENCE S. 61°00'00" E., 29.00 FEET; THENCE S. 54°30'00" E., 20.50 FEET; THENCE S. 35°45'00" E., 31.50 FEET; THENCE S. 10°45'00" E., 35.15 FEET; THENCE S. 00°17'52" W., 33.00 FEET; THENCE S. 10°00'00" W., 24.00 FEET; THENCE S. 19°00'00" W., 31.35 FEET; THENCE S. 29°20'00" W., 22.50 FEET TO THE POINT OF BEGINNING CONTAINING 1.84 ACRES OF LAND. ALSO EXCEPTING A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT S. 87°44'20" E., 64.20 FEET ALONG THE NORTH LINE OF SAID SECTION 29, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) AND S. 00°21'09" W., 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TEN MILE ROAD AND S. 87°44'20" E., 58.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD AND S. 02°30'00" W., 62.15 FEET AND S. 11°25'00" W., 29.00 FEET AND S. 13°30'00" W., 30.00 FEET AND S. 23°50'00" W., 40.50 FEET AND S. 31°15'00" W., 37.50 FEET AND S. 27°00'00" W., 48.40 FEET AND S. 22°00'00" W., 46.50 FEET AND S. 17°25'00" W., 51.00 FEET AND S. 12°30'00" W., 48.00 FEET AND S. 87°01'19" E., 37.20 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING N. 60°20'00" E., 23.00 FEET; THENCE S. 76°32'00" E., 45.50 FEET; THENCE S. 71°30'00" E., 38.55 FEET; THENCE S. 64°35'00" E., 38.00 FEET; THENCE S. 56°30'00" E., 28.35 FEET; THENCE S. 51°00'00" E., 28.70 FEET; THENCE S. 42°35'00" E., 37.00 FEET; THENCE S. 37°00'00" E., 30.00 FEET; THENCE S. 27°25'00" E., 48.10 FEET; THENCE S. 17°12'00" E., 46.95 FEET; THENCE S. 09°00'00" E., 30.00 FEET; THENCE S. 02°00'00" E., 43.70 FEET; THENCE S. 06°55'00" W., 87.40 FEET; THENCE S. 12°30'00" W., 40.00 FEET; THENCE S. 22°00'00" W., 41.85 FEET; THENCE S. 41°00'00" W., 13.00 FEET;

THENCE S. 58°40'00" W., 14.75 FEET; THENCE DUE WEST, 14.12 FEET; THENCE N. 55°00'00" W., 81.70 FEET; THENCE N. 10°25'00" E., 160.06 FEET; THENCE N. 20°15'00" W., 121.00 FEET; THENCE N. 69°00'00" W., 71.05 FEET; THENCE S. 74°45'00" W., 62.00 FEET; THENCE N. 00°33'00" W., 47.00 FEET; THENCE N. 04°00'00" E., 50.48 FEET; THENCE N. 12°00'00" E., 32.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.35 ACRES OF LAND. THE FIRST DESCRIBED PARCEL LESS BOTH EXCEPTIONS CONTAINS 15.61 ACRES OF LAND. ALSO BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

PARCEL 'B' FOR REPLAT NO. 2:

*Pl. 21-29-226-046*

PART OF THE NORTHWEST 1/4 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN AND PART OF LOT 1 OF "ASSESSOR'S PLAT NO. 3" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 52 OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS. DESCRIBED AS BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 1, SAID POINT BEING DISTANT S. 87°44'20" E., 64.20 FEET ALONG THE NORTH LINE OF SAID SECTION 29 (SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD, PUBLIC, 120 FEET WIDE) AND S. 00°21'09" W., 207.44 FEET N. 87°44'20" W., 150.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 2 OF SAID "ASSESSOR'S PLAT NO. 3" AND S. 00°21'09" W., 96.00 FEET ALONG SAID EASTERLY LINE OF LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 2 AND S. 89°24'19" W., 292.79 FEET (RECORDED AS 293.00 FEET) ALONG THE SOUTH LINE OF LOTS 2, 3 AND 4 OF SAID "ASSESSOR'S PLAT NO. 3" TO A POINT ON SAID WESTERLY LINE OF LOT 1 AND S. 00°29'32" W., 327.50 FEET ALONG SAID WESTERLY LINE OF LOT 1 FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING S. 89°30'28" E., 96.65 FEET; THENCE S. 01°58'06" E., 27.26 FEET; THENCE S. 14°30'00" E., 20.80 FEET; THENCE S. 70°50'00" W., 30.50 FEET; THENCE S. 28°30'00" W., 21.25 FEET; THENCE N. 89°30'28" W., 64.50 FEET TO A POINT ON SAID WESTERLY LINE OF LOT 1; THENCE N. 00°29'32" E., 76.35 FEET ALONG SAID WESTERLY LINE OF LOT 1 TO THE POINT OF BEGINNING. CONTAINING 0.16 ACRES OR 6883 SQUARE FEET OF LAND AND BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

*21-29-127-015*

*21-29-229-000 ent  
Brookwood Village Condo*



REPLAT NO.2 OF  
 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO.1735  
 EXHIBIT "B" TO THE AMENDED MASTER DEED FOR  
**BROOKWOOD VILLAGE CONDOMINIUM**  
 CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN

**DESCRIPTION**

PART OF THE NORTH 1/2 OF SECTION 29, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN AND PART OF LOT 1 OF ASSESSOR'S PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 52 OF PLATS, PAGE 40 OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD (PUBLIC - 120 FEET WIDE) SAID POINT BEING DISTANT S. 87°44'20" E. 64.20 FEET ALONG THE NORTH LINE OF SAID SECTION 29 (SAID LINE ALSO BEING THE CENTERLINE OF SAID TEN MILE ROAD) AND S. 07°21'09" W., 60.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 29, THENCE FROM SAID POINT OF BEGINNING S. 87°44'20" E., 512.28 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TEN MILE ROAD, THENCE S. 00°17'52" W., 492.88 FEET, THENCE S. 00°21'47" W., 189.12 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD (100 FEET WIDE), THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD N. 29°03'27" W., 1170.55 FEET AND N. 28°32'20" W., 81.74 FEET AND 617.97 FEET (RECORDED AS 617.66 FEET) ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3188.47 FEET, A CENTRAL ANGLE OF 11°09'17" AND A CHORD LENGTH OF 617.66 FEET WHICH BEARS N. 34°23'34" W. TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1 OF ASSESSOR'S PLAT NO. 3, THENCE N. 07°29'32" E., 484.40 FEET (RECORDED AS 485.50 FEET) ALONG SAID WEST LINE OF LOT 1, THENCE N. 86°29'49" E., 262.79 FEET (RECORDED AS 293.00 FEET) ALONG THE SOUTH LINE OF LOTS 2, 3 & 4 OF SAID ASSESSOR'S PLAT NO. 3 TO THE SOUTHEAST CORNER OF SAID LOT 2, THENCE N. 00°21'09" E., 98.00 FEET ALONG THE EAST LINE OF SAID LOT 2, THENCE S. 87°44'20" E., 150.00 FEET, THENCE N. 00°21'09" E., 147.44 FEET TO THE POINT OF BEGINNING, CONTAINING 30.14 ACRES OR 1,312.728 SQUARE FEET OF LAND AND BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

520010

**DEVELOPER**

BROOKWOOD FARMS, L.L.C.  
 POST OFFICE BOX 472  
 LAPER, MI 48446

**SURVEYOR**

LANDWEHR & ASSOCIATES  
 30050 MOULIN AVENUE  
 WARREN, MI 48093

**DRAFTED BY**

MICHAEL D. LEONE & ASSOCIATES  
 2145 CROOKS ROAD, SUITE 30  
 TROY, MI 48064

**INDEX OF DRAWINGS**

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| * 2A | SURVEY DATA (INTENTIONALLY DELETED)      |
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| * 4  | SITE PLAN                                |
| * 4A | SITE PLAN                                |
| * 4B | BUILDING DATA                            |
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| * 5  | UTILITY PLAN                             |
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| 10   | GARAGE FLOOR PLAN                        |
| 11   | FIRST FLOOR PLAN - UNIT TYPES 'C' & 'G'  |
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| 13   | CROSS SECTIONS                           |
| 14   | PERIMETER PLANS                          |
| * 15 | FIRST FLOOR PLAN - UNIT TYPES 'J' & 'H'  |
| 16   | SECOND FLOOR PLAN - UNIT TYPES 'J' & 'H' |
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| 18   | SECOND FLOOR PLAN - UNIT TYPES 'B' & 'D' |
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| * 20 | PERIMETER PLANS                          |
| 21   | PERIMETER PLANS                          |
| 22   | PERIMETER PLANS                          |
| 23   | PERIMETER PLANS                          |
| * 24 | PERIMETER PLANS                          |
| * 25 | PERIMETER PLANS                          |
| * 26 | COMMUNITY BUILDING PLAN                  |

NOTE: THE ASTERISK (\*) AS SHOWN IN THE INDEX OF DRAWINGS INDICATES NEW OR AMENDED DRAWINGS WHICH ARE REVISED, DATED 10-12-2005. THESE DRAWINGS ALONG WITH THEIR SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.



AS-BUILT DATED 10-12-2005

|   |      |                               |             |
|---|------|-------------------------------|-------------|
| REVISIONS   |      | BROOKWOOD VILLAGE CONDOMINIUM |             |
| NO.   | DATE | BY                            | DESCRIPTION |
| 1   |      |                               | COVER SHEET |
| <b>MDL &amp; Associates</b><br>Michael D. Leone & Associates<br>2145 CROOKS ROAD, SUITE 30, TROY, MI 48064<br>PHONE: 313-281-1111 FAX: 313-281-0202 |      |                               |             |
| DATE  | BY   | SCALE                         | SHEET NO.   |
| 10/12/05  | ML   |                               | 1           |

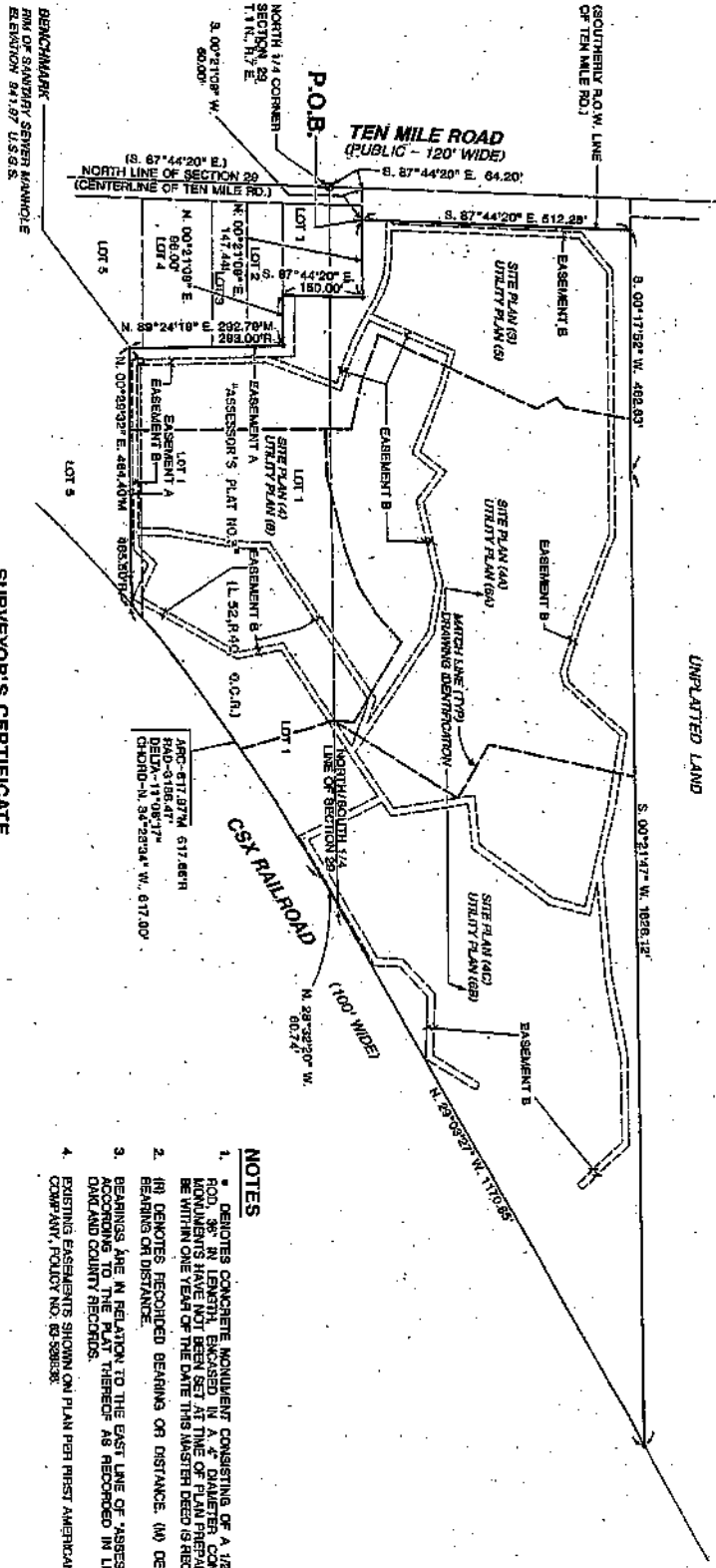
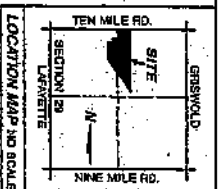


**RECORDED EASEMENTS**

EASEMENT A - 20' WIDE SANITARY SEWER EASEMENT IN FAVOR OF THE CITY OF SOUTH LYON RECORDED IN L. 1179, P. 401, O.C.R.  
 EASEMENT B - 10' WIDE EASEMENT TO DETROIT EDISON COMPANY RECORDED IN L. 1828, P. 295, L. 18737, P. 624 AND L. 18078, P. 112, O.C.R.



0 100 200 300  
 SCALE 1" = 100'



**SURVEYOR'S CERTIFICATE**

I, GERALD J. LANDWEHR, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM, SUBDIVISION PLAN NO. 1785, AS SHOWN IN THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND THAT THE AREAS DESCRIBED IN THE DRAWINGS ARE UNENCUMBERED AND PROMULGATED UNDER SECTION 142 OF ACT NUMBER 89 OF THE PUBLIC ACTS OF 1978, AS AMENDED, BUT SHALL BE WITHIN ONE YEAR OF THE DATE ON WHICH THIS AMENDED MASTER DEED IS RECORDED, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 89 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BEARINGS AND DISTANCES SHOWN ON THE SURVEY PLAN AS REFERRED TO IN THIS CERTIFICATE ARE CORRECT WITHIN THE LIMITS OF THE PUBLIC ACTS OF 1978, AS AMENDED.

GERALD J. LANDWEHR  
 PROFESSIONAL LAND SURVEYOR NO. 10083  
 3000 WEST WASHINGTON  
 WARREN, MI 48093



10-12-2005  
 DATE

**NOTES**

1. \* DENOTES CONCRETE MONUMENT CONSISTING OF A 1 1/2" DIAMETER STEEL ROD 36" IN LENGTH, EMBOSSED IN 4" DIAMETER CONCRETE CINDER BLOCKS. MONUMENTS HAVE NOT BEEN SET AT TIME OF PLAN PREPARATION, BUT SHALL BE WITHIN ONE YEAR OF THE DATE THIS MASTER DEED IS RECORDED.
2. (H) DENOTES RECORDED BEARINGS OR DISTANCE. (U) DENOTES MEASURED BEARINGS OR DISTANCE.
3. BEARINGS ARE IN RELATION TO THE EAST LINE OF ASSESSOR'S PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 82, PAGE 46, OAKLAND COUNTY RECORDS.
4. EXISTING EASEMENTS SHOWN ON PLAN PER FIRST AMERICAN TITLE INSURANCE COMPANY, POLICY NO. 8359832.

AS-BUILT DATED 10-12-2005

| REVISIONS |         |
|-----------|---------|
| NO.       | DATE BY |
|           |         |
|           |         |
|           |         |
|           |         |
|           |         |

**BROOKWOOD VILLAGE CONDOMINIUM**

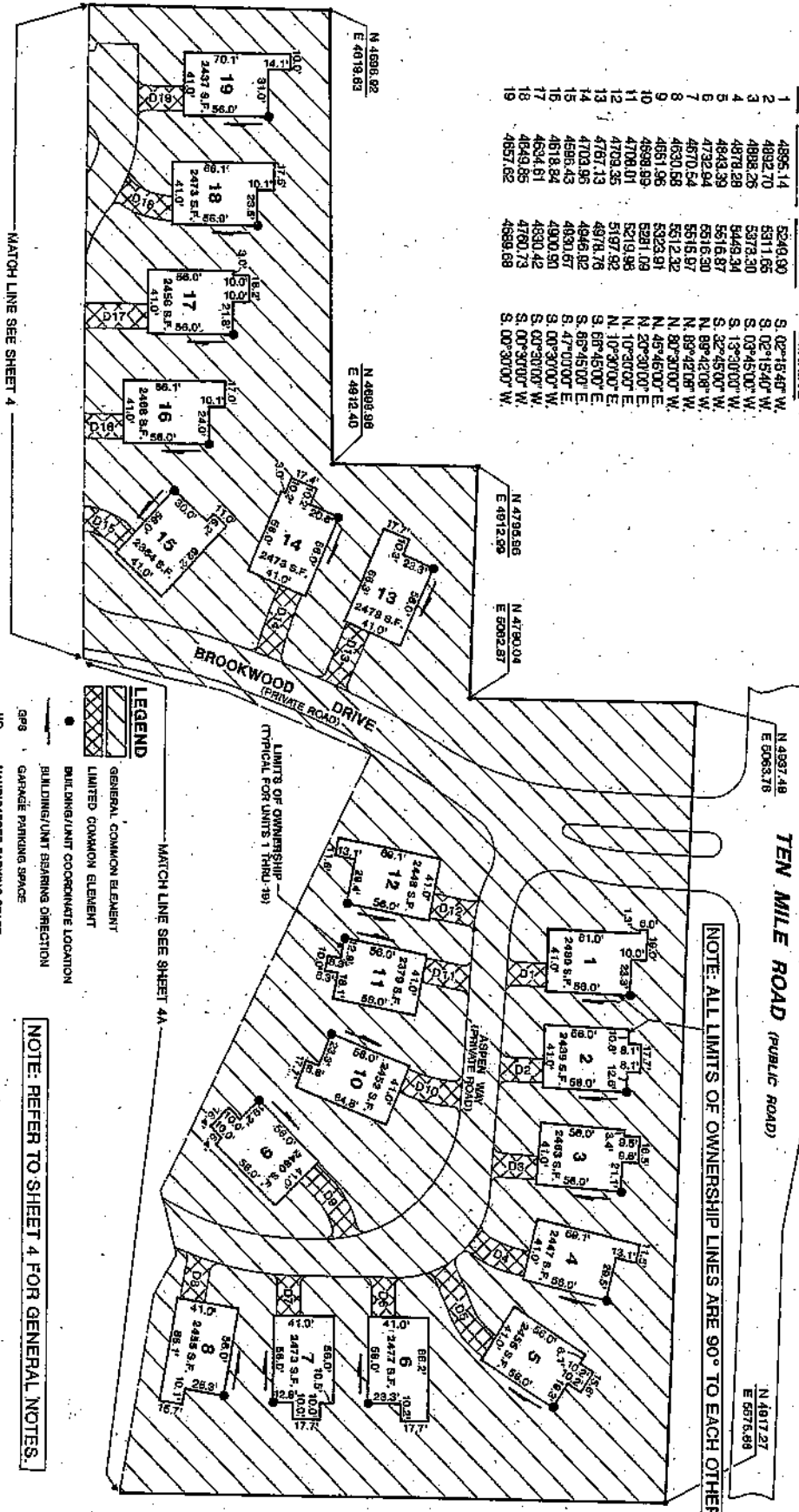
**SURVEY & CONDUIT SITE PLAN**

**MDL & Associates**  
 MICHAEL D. LINDSEY & ASSOCIATES  
 2116 CHURCH RD., SUITE 201, TROY, MI 48063  
 OFFICE (313) 487-4211 FAX (313) 487-4222

DATE: 10-12-2005  
 SHEET NO. 2

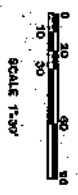
# UNIT DATA

| NO. | NORTHING | EASTING | BEARING         |
|-----|----------|---------|-----------------|
| 1   | 4885.14  | 5249.90 | S. 02°15.40' W. |
| 2   | 4892.70  | 5311.65 | S. 02°15.40' W. |
| 3   | 4898.28  | 5373.30 | S. 03°45.00' W. |
| 4   | 4978.28  | 5449.34 | S. 13°30.00' W. |
| 5   | 4843.39  | 5516.87 | S. 32°45.00' W. |
| 6   | 4732.94  | 5516.87 | N. 89°42.08' W. |
| 7   | 4670.54  | 5515.97 | N. 89°42.08' W. |
| 8   | 4630.58  | 5512.32 | N. 80°30.00' W. |
| 9   | 4651.98  | 5323.91 | N. 45°46.00' E. |
| 10  | 4698.99  | 5291.09 | N. 20°30.00' E. |
| 11  | 4708.01  | 5219.98 | N. 10°30.00' E. |
| 12  | 4709.35  | 5197.92 | S. 66°45.00' E. |
| 13  | 4767.13  | 4978.76 | S. 66°45.00' E. |
| 14  | 4703.95  | 4946.82 | S. 66°45.00' E. |
| 15  | 4695.43  | 4830.67 | S. 66°45.00' E. |
| 16  | 4678.84  | 4800.90 | S. 00°30.00' W. |
| 17  | 4634.61  | 4830.42 | S. 00°30.00' W. |
| 18  | 4649.85  | 4780.73 | S. 00°30.00' W. |
| 19  | 4657.62  | 4688.68 | S. 00°30.00' W. |



TEN MILE ROAD (PUBLIC ROAD)

NOTE: ALL LIMITS OF OWNERSHIP LINES ARE 90° TO EACH OTHER.



## LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- BUILDING/UNIT COORDINATE LOCATION
- BUILDING/UNIT BEARING DIRECTION
- GARAGE PARKING SPACE
- HANDICAPPED PARKING SPACE
- HC UNIT DESIGNATION
- 98 SECOND FLOOR UNIT NUMBER
- 50 FIRST FLOOR UNIT NUMBER
- 31 BUILDING DESIGNATION (SHEET 4)
- D19 DRIVEWAY - UNIT ASSIGNMENT
- 44 BOUNDARY COORDINATE POINT DESIGNATION
- 508 CARPORT IDENTIFICATION NUMBER

NOTE: REFER TO SHEET 4 FOR GENERAL NOTES.



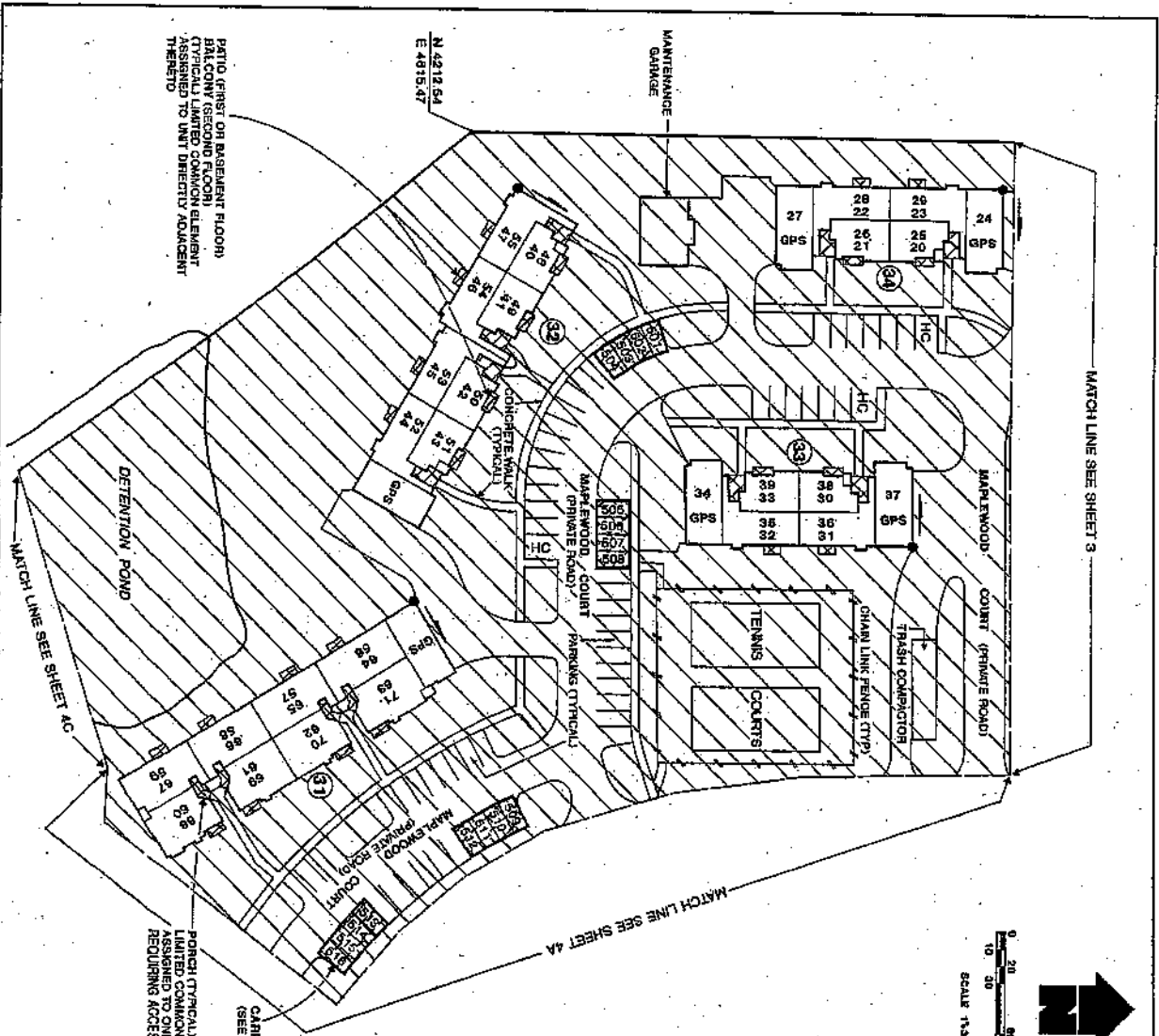
AS-BUILT DATED 10-12-2005

| RESUBMIT | DATE | BY |
|----------|------|----|
|          |      |    |
|          |      |    |

**SITE PLAN**

**MDL & Associates**  
 ARCHITECT & ENGINEERS  
 11111 111TH AVENUE, SUITE 200  
 DENVER, CO 80231  
 PHONE: (303) 751-1111 FAX: (303) 751-1111

3



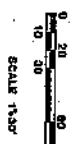
PATIO (REFER TO BASEMENT FLOOR) BALCONY (REFER TO BASEMENT FLOOR) TYPICAL LIMITED COMMON ELEMENT ASSIGNED TO UNIT DIRECTLY ADJACENT THERETO

DETENTION POND

MATCH LINE SEE SHEET 4B

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 4A



**BUILDING DATA**

| NO. | NORTHING | EASTING | BEARING        |
|-----|----------|---------|----------------|
| 31  | 4178.69  | 4997.28 | N 58°50'00" W. |
| 32  | 4240.62  | 4849.28 | N 29°15'00" E. |
| 33  | 4480.93  | 4890.99 | N 89°30'00" W. |
| 34  | 4632.93  | 4918.22 | S 89°30'00" E. |

**NOTES**

1. COORDINATE NORTH EQUALS TRUE NORTH.
2. ALL GENERAL COMMON ELEMENT AREAS ARE LANDSCAPED EXCEPT THOSE WHICH ARE PAVED OR SHOWN OTHERWISE.
3. THE NUMBERS SHOWN WITHIN CARPORTS 1501, 202, 603, ETC., ARE FOR IDENTIFICATION PURPOSES ONLY AND DO NOT INDICATE UNIT NUMBERS OR ASSIGNMENT. CARPORTS MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.
4. REFER TO SURVEY PLAN (SHEET 2) FOR LOCATION OF EXISTING EASEMENTS.
5. REFER TO PERMETER PLANS FOR OVERALL BUILDING DIMENSIONS, UNIT LAYOUT, LOCATION OF GAS, ELECTRIC AND WATER METERS, AIR CONDITIONING COMPRESSORS AND GARAGE PARKING SPACE IDENTIFICATION NUMBERS.
6. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO THE PROVISIONS OF ARTICLE VII OF THE MASTER DEED.
7. BROOKWOOD FISH CONDOMINIUM IS A CONTRACTABLE CONDOMINIUM PURSUANT TO THE PROVISIONS OF ARTICLE VII OF THE MASTER DEED.
8. UNITS 1 THROUGH 666 AND ALL APPLICANT SITE IMPROVEMENTS NEEDED FOR SAID UNITS HAVE BEEN BUILT.
9. SEE ARTICLE XII OF THE MASTER DEED FOR INGRESS/EGRESS EASEMENTS TO AND FROM TEN MALE ROAD. CARPORT (TYPICAL) LIMITED COMMON ELEMENT (SEE NOTE NO.3)

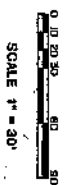
**NOTE: REFER TO SHEET 3 FOR LEGEND.**



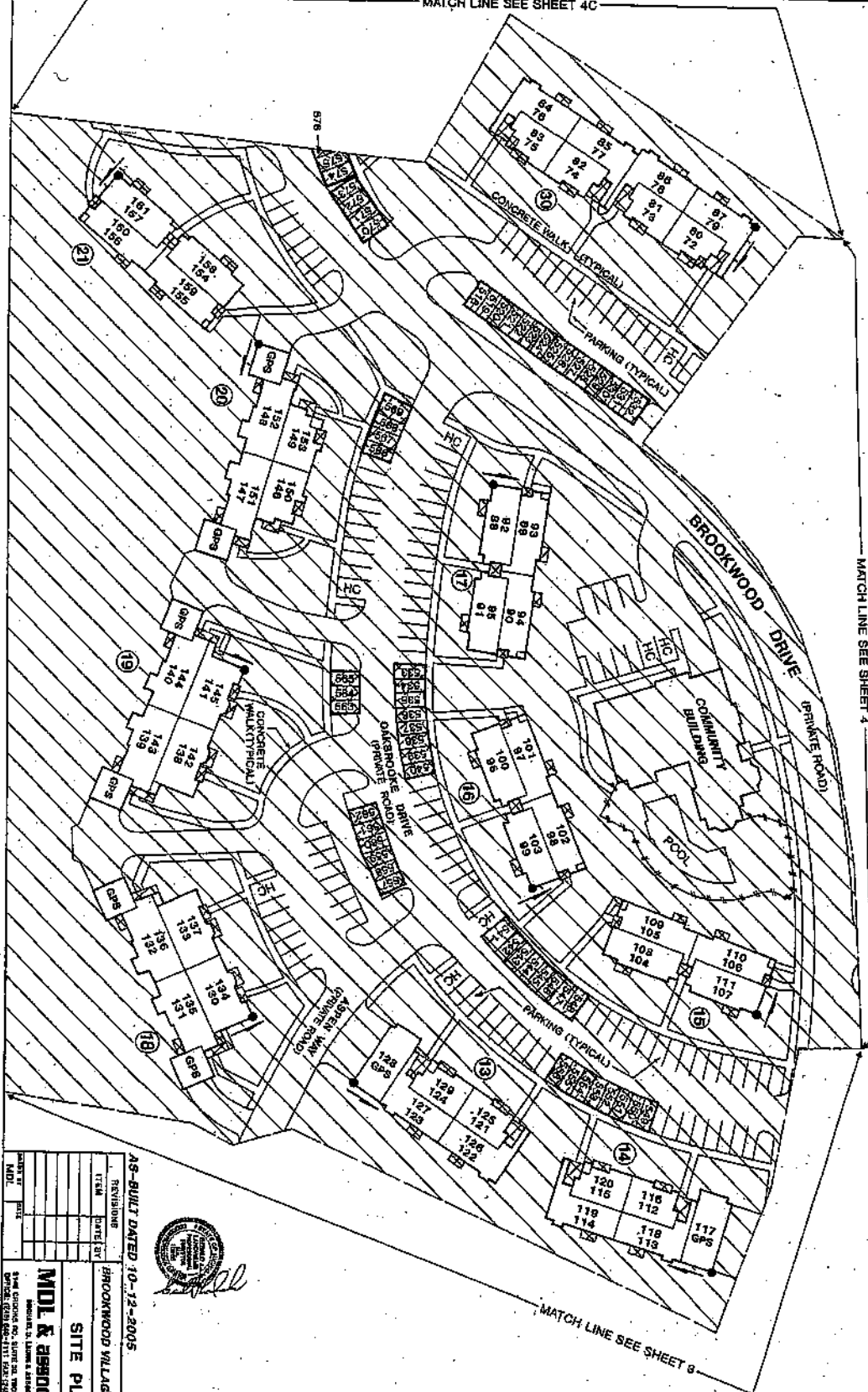
AS-BUILT DATED 10-12-2005

|   |              |           |
|---|--------------|-----------|
| REVISIONS                                     | DATE         | BY        |
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|   |              |           |
|   |              |           |
| <b>BROOKWOOD VILLAGE CONDOMINIUM</b>          |              |           |
| <b>SITE PLAN</b>                              |              |           |
| <b>MDL &amp; Associates</b>                   |              |           |
| 1745 GORDON RD., SUITE 200, TROY, MI 48064    |              |           |
| TELEPHONE: (313) 255-5500 FAX: (313) 255-5501 |              |           |
| DATE  | SCALE        | SHEET NO. |
| 10/12/05                                      | 1/8" = 1'-0" | 4         |

MATCH LINE SEE SHEET 4C



MATCH LINE SEE SHEET 4



NOTE: REFER TO SHEETS 3 & 4 FOR LEGEND AND GENERAL NOTES.  
REFER TO SHEET 4B FOR BUILDING DATA.

MATCH LINE SEE SHEET B

AS-BUILT DATED 10-12-2005



**SITE PLAN**

MDL & Associates

| NO. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
|     |      |    |           |
|     |      |    |           |
|     |      |    |           |

4A

10/12/05 3:35 PM 430

## BUILDING FIRST FLOOR ELEVATIONS FOR SHEET 6B

| BLDG. UNITS                | ELEVATION (U.S.G.S.) |
|----------------------------|----------------------|
| 22                         | 162,189              |
|                            | 938.00               |
| 163,164,167,168            | 939.33               |
| 165,166                    | 942.67               |
| 178 THRU 180, 183 THRU 185 | 944.80               |
| 181,182                    | 943.47               |
| 194 THRU 201               | 939.00               |
| 210 THRU 213               | 938.70               |
| 218,225                    | 943.33               |
| 219 THRU 224               | 945.00               |
| 224 THRU 237               | 942.30               |
| 242,249                    | 942.30               |
| 243 THRU 248               | 941.10               |
| 259 THRU 261               | 936.80               |

## BUILDING DATA FOR SHEETS 4A & 4C

| NO. | NORTHING | EASTING | BEARING         |
|-----|----------|---------|-----------------|
| 13  | 4839.09  | 5341.55 | N. 54°45'00" W. |
| 14  | 4834.34  | 5095.18 | S. 72°20'00" E. |
| 15  | 4620.13  | 5070.18 | S. 22°25'00" W. |
| 16  | 4435.24  | 5219.06 | S. 70°00'00" W. |
| 17  | 4172.50  | 5237.02 | N. 79°15'00" W. |
| 18  | 4514.08  | 5407.33 | S. 68°45'00" W. |
| 19  | 4278.76  | 5410.88 | N. 67°35'00" W. |
| 20  | 4071.43  | 5398.34 | N. 18°00'00" E. |
| 21  | 3950.47  | 5491.02 | N. 41°45'00" E. |
| 22  | 3835.09  | 5448.11 | N. 14°00'00" E. |
| 23  | 3624.72  | 5467.95 | S. 12°40'00" E. |
| 24  | 3221.77  | 5504.38 | N. 43°30'00" E. |
| 25  | 3272.82  | 5239.32 | N. 42°00'00" E. |
| 26  | 3368.26  | 5173.19 | S. 08°45'00" E. |
| 27  | 3580.42  | 5067.02 | N. 90°00'00" W. |
| 28  | 3789.96  | 5213.83 | N. 90°00'00" W. |
| 29  | 3985.63  | 5275.78 | S. 11°35'00" W. |
| 30  | 3982.22  | 5037.89 | N. 33°30'00" E. |



AS-BUILT DATED 10-12-2005

| NO. | DATE | BY | REVISIONS |
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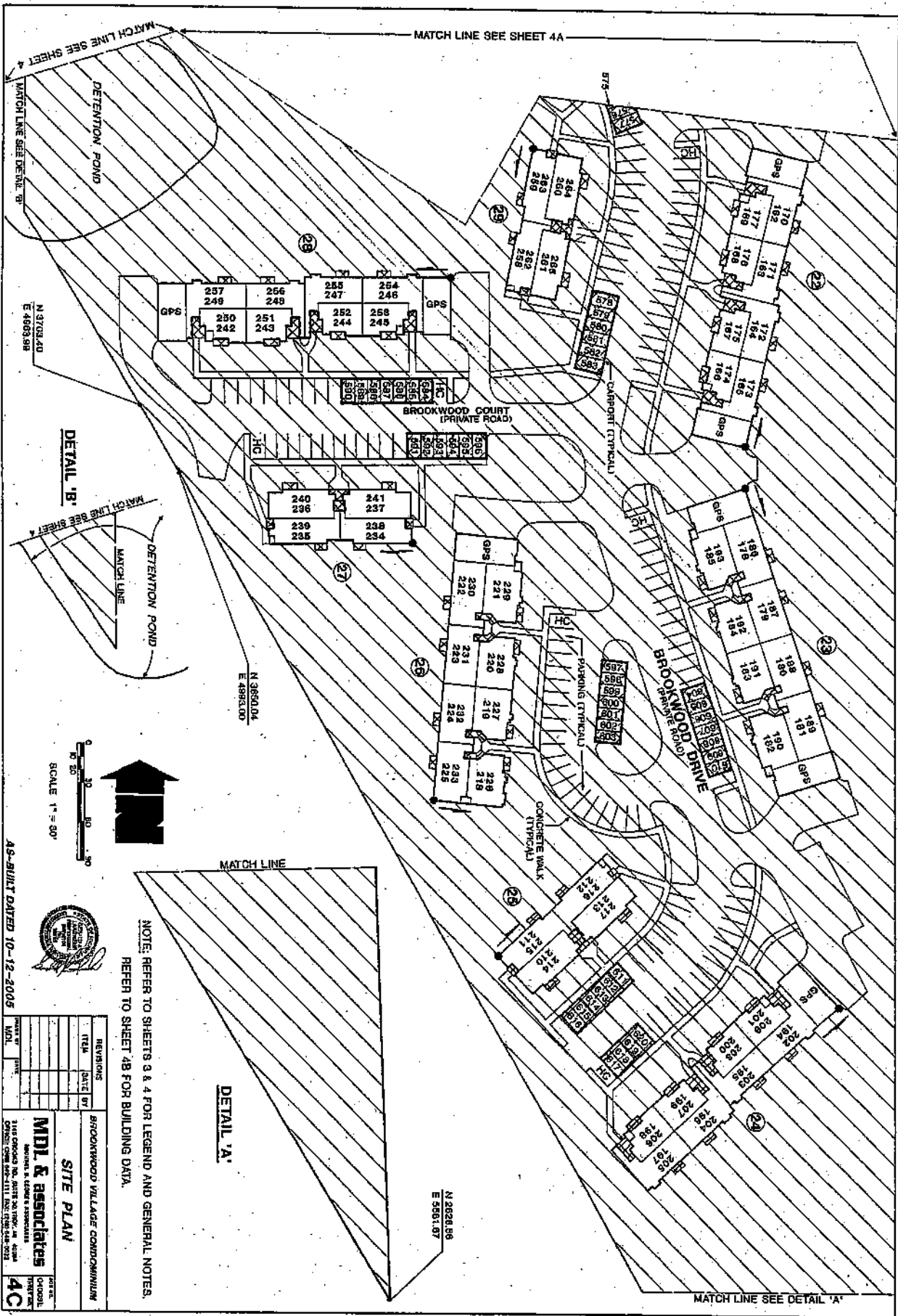
**BUILDING DATA**

**BROOKWOOD VILLAGE CONDOMINIUM**

**MDL K Associates**  
INCORPORATED IN OHIO  
1545 GERRARD RD., SUITE 200, TROY, OH 45424  
OFFICE: (937) 554-1111 FAX: (937) 554-0011

DATE: 10-12-2005  
DRAWN BY: **AB**

LIBER36535 pg 4 31



MATCH LINE SEE SHEET 4A

MATCH LINE SEE SHEET 4  
MATCH LINE SEE DETAIL 'B'

DETECTION POND

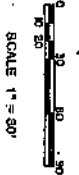
N 3709.20  
E 4863.98

DETAIL 'B'

MATCH LINE SEE SHEET 4  
MATCH LINE

DETECTION POND

N 3660.04  
E 4892.00



NOTE: REFER TO SHEETS 3 & 4 FOR LEGEND AND GENERAL NOTES.  
REFER TO SHEET 'A' FOR BUILDING DATA.

DETAIL 'A'

N 2828.86  
E 5561.87

MATCH LINE SEE DETAIL 'A'

AS-BUILT DATED 10-12-2005

| REVISIONS |         |
|-----------|---------|
| ITEM      | DATE BY |
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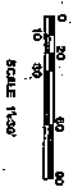
**MDL & Associates**  
ARCHITECTS & ENGINEERS  
1116 CHICAGO DR. SUITE 200 N. LAKEVIEW  
CHICAGO, ILL. 60610  
PHONE: 312-467-1111 FAX: 312-467-3722

**MDL & Associates**  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF ILLINOIS  
NO. 045-072

**4C**

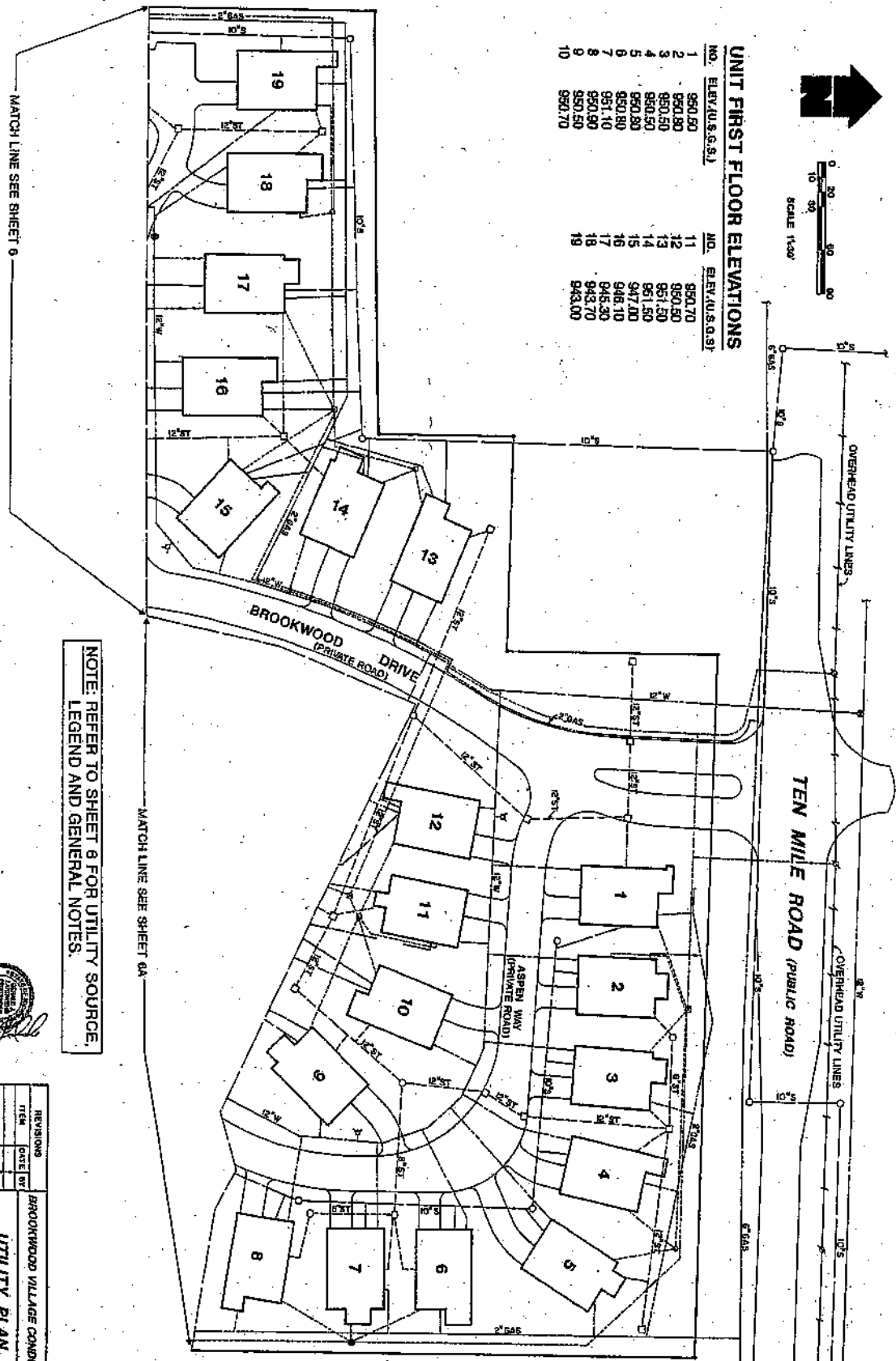
**SITE PLAN**  
BROOKWOOD VILLAGE CONDOMINIUM

LIBR3 0505 0504 32



**UNIT FIRST FLOOR ELEVATIONS**

| NO. | ELEV.(U.S.G.S.) | NO. | ELEV.(U.S.G.S.) |
|-----|-----------------|-----|-----------------|
| 1   | 950.50          | 11  | 950.70          |
| 2   | 950.90          | 12  | 950.50          |
| 3   | 950.50          | 13  | 951.50          |
| 4   | 950.50          | 14  | 951.50          |
| 5   | 950.50          | 15  | 947.00          |
| 6   | 950.50          | 16  | 946.30          |
| 7   | 951.10          | 17  | 945.30          |
| 8   | 950.90          | 18  | 943.70          |
| 9   | 950.50          | 19  | 943.00          |
| 10  | 950.70          |     |                 |



**NOTE: REFER TO SHEET 6 FOR UTILITY SOURCE, LEGEND AND GENERAL NOTES.**



AS-BUILT DATED 10-12-2005

| REVISIONS | DATE | BY |
|-----------|------|----|
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**BROOKWOOD VILLAGE CONDOMINIUM**

**UTILITY PLAN**

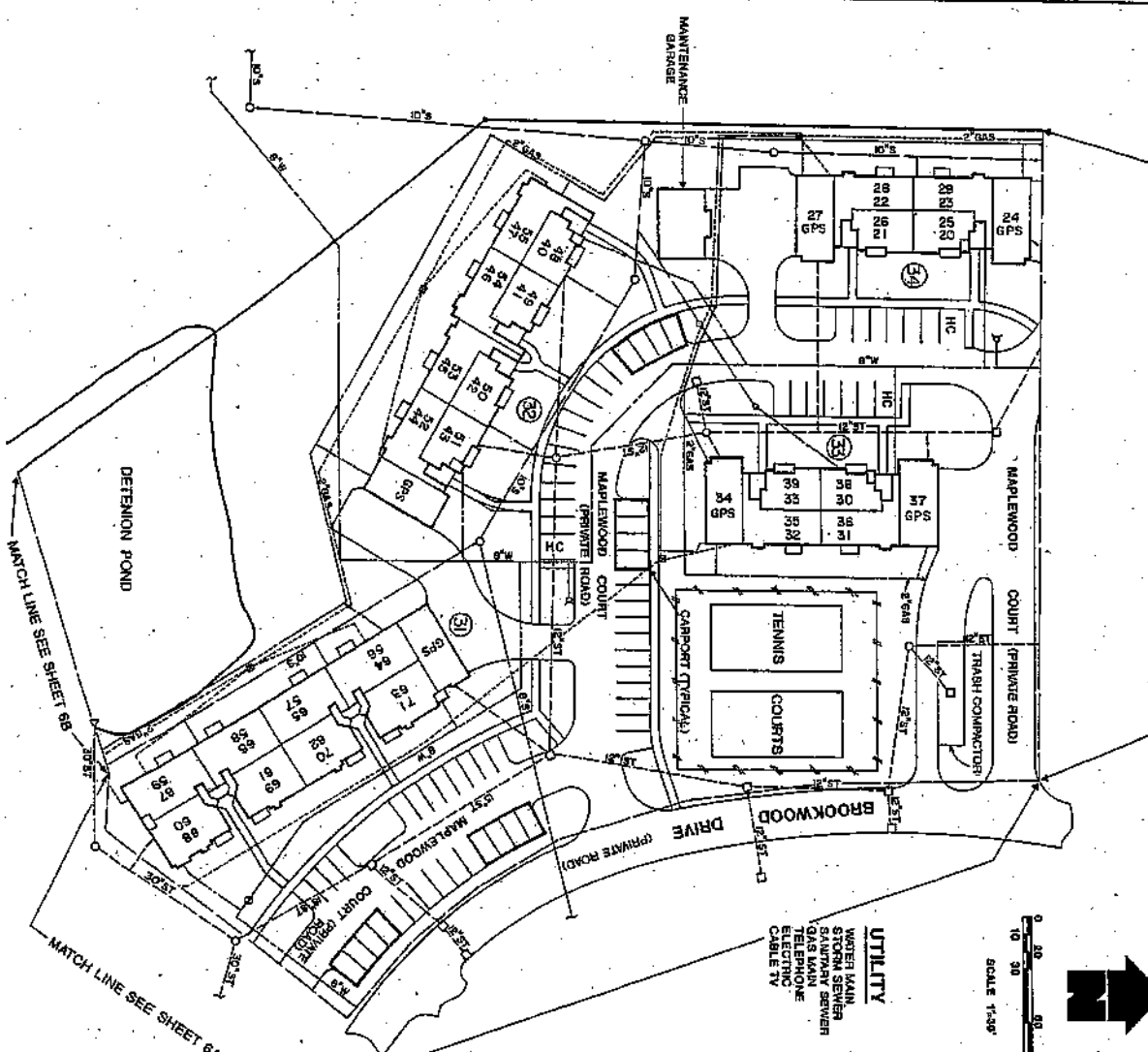
**MDL & Associates**  
 5146 CHURCH RD., SUITE 200, N. ANDERSON, IN 46013  
 OFFICE: (317) 844-4111 FAX: (317) 844-2822

DATE: 10/12/05  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

**5**

10/12/05 10:11 AM

MATCH LINE SEE SHEET 3



SCALE 1"=30'

- UTILITY**
- WATER MAIN
  - STORM SEWER
  - SEWERY
  - SAWDRY SEWER
  - GAS MAIN
  - TELEPHONE
  - ELECTRIC
  - CABLE TV
- SOURCE**
- CITY OF SOUTH LION
  - CITY OF SOUTH LION
  - CITY OF SOUTH LION
  - CONSUMERS ENERGY
  - SEC COMMAND/INTONS
  - DETROIT EDISON
  - COMMON CABLEVISION

**BUILDING FIRST FLOOR ELEVATIONS**

| BLDG. | UNITS       | ELEVATION (B.S.A.S.I.) |
|-------|-------------|------------------------|
| 31    | 55,63       | 998.50                 |
| 31    | 57 THRU 62  | 994.50                 |
| 32    | 40,47       | 897.80                 |
| 32    | 41,42,45,46 | 933.83                 |
| 32    | 43,44       | 897.60                 |
| 33    | 30,31       | 941.23                 |
| 33    | 32,33       | 939.90                 |
| 34    | 20,23       | 941.27                 |
| 34    | 21,22       | 940.00                 |

- LEGEND**
- WATER MAIN
  - STORM SEWER
  - SEWERY
  - SAWDRY SEWER
  - GAS MAIN
  - TELEPHONE/ELECTRIC/CABLE TV
  - MANHOLE
  - CATCH BASIN
  - END SECTION
  - FIRE HYDRANT
  - WATER VALVE
  - CLAN-OUT (SANITARY SEWER)
  - DETROIT EDISON TRANSDOMER
  - DETROIT EDISON SECONDARY FEDESTAL
  - HANDICAPPED PARKING SPACE
  - GARAGE PARKING SPACE
  - BUILDING DESIGNATION
  - UNIT DESIGNATION
  - 15 SECOND FLOOR UNIT NUMBER
  - 32 FIRST FLOOR UNIT NUMBER

**NOTES**

1. THE LOCATION OF OVERHEAD/UNDERGROUND UTILITIES, AS SHOWN ON THIS PLAN ARE FROM EXISTING RECORDS AND NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE ACCURACY OR COMPLETENESS THEREOF.
2. WATER SERVICE LEADS FOR UNITS 1 THROUGH 19 ARE 1" WATER SERVICE LEADS FOR BUILDINGS 31 THROUGH 34 ARE 1-1/2" ALL SANITARY SEWER SERVICE LEADS ARE 6" STORM SEWER SERVICE LEADS FOR UNITS 1 THROUGH 18 ARE 4" STORM SEWER SERVICE LEADS FOR BUILDINGS 18 THROUGH 34 ARE 8" ALL GAS SERVICE LEADS ARE 1-1/4"
3. THE CITY OF SOUTH LION DOES NOT PARTICIPATE IN THE NATIONAL FLOOD INSURANCE RATE REFORM AND THEREFORE IT CANNOT BE DETERMINED IF THIS SITE LIES WITHIN A FEDERALLY ESTABLISHED FLOOD PLAIN HAZARD AREA.
4. REFER TO SURVEY PLAN (SHEET 2) FOR LOCATION OF EXISTING EASEMENTS OVER CURRENT DEVELOPMENT AREA.
5. UNITS 1 THROUGH 20A AND ALL APURTMENT UTALITIES NEEDED TO SERVICE SAID UNITS "HAVE BEEN BUILT"



AS-BUILT DATED 10-12-2005

| REVISIONS | DATE | BY |
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**BROOKWOOD VILLAGE CONDO/OWNERSHIP**

**UTILITY PLAN**

**MOL & associates**

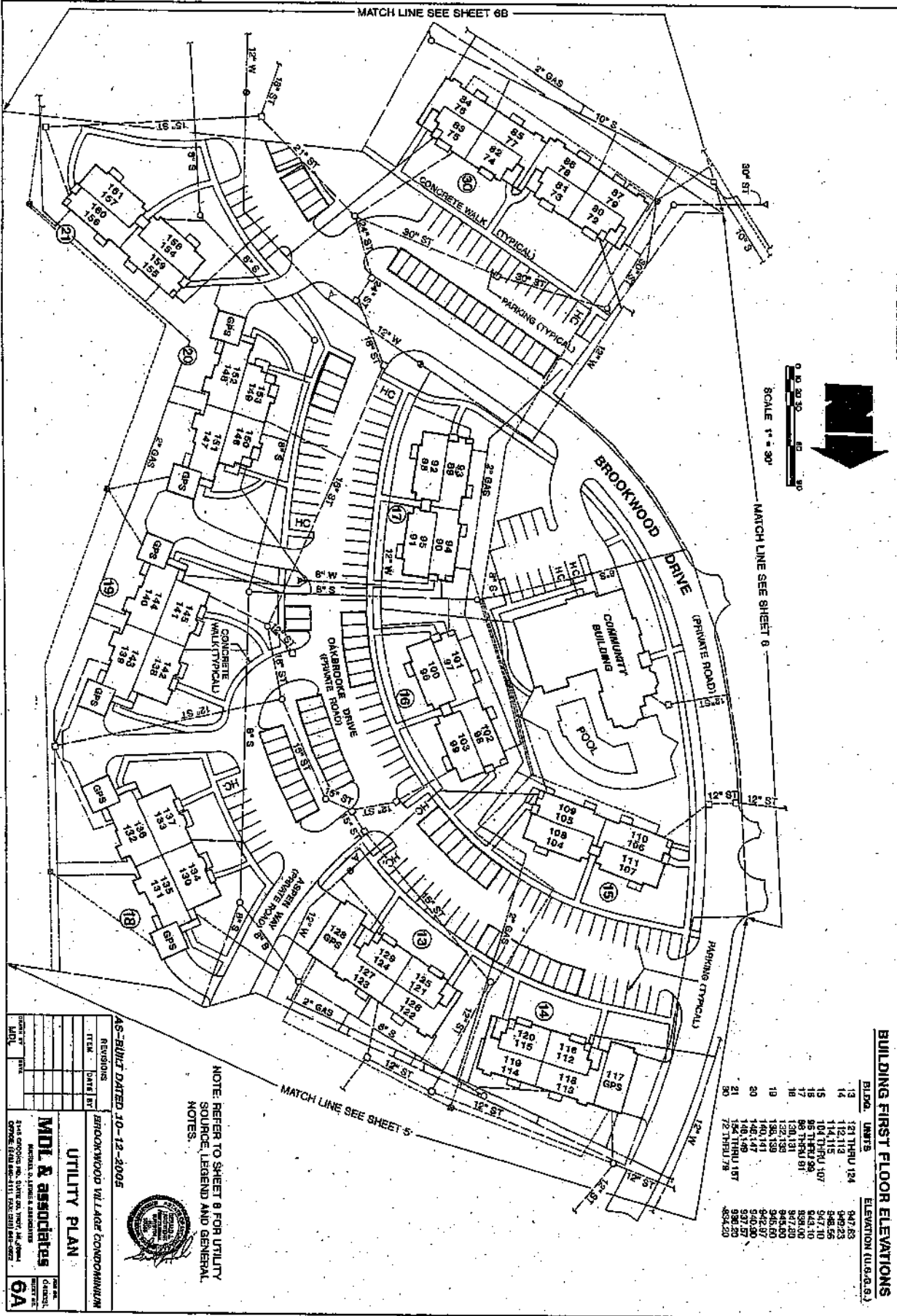
1548 GORDON RD. SUITE 200, TROY, MI 48061  
 (313) 486-1111 FAX (313) 486-1112  
 (313) 486-1113 FAX (313) 486-1114

DATE: 10/12/05  
 SHEET NO: 6

FIBER363533 05 05134



MATCH LINE SEE SHEET 6B



SCALE 1" = 30'

MATCH LINE SEE SHEET 6

**BUILDING FIRST FLOOR ELEVATIONS**

| BLDG. | UNITS        | ELEVATION (U.S.G.S.) |
|-------|--------------|----------------------|
| 124   | 121 THRU 124 | 947.83               |
| 123   | 117 THRU 120 | 948.23               |
| 122   | 114, 115     | 948.23               |
| 121   | 111 THRU 113 | 947.10               |
| 120   | 108 THRU 107 | 943.10               |
| 119   | 95 THRU 99   | 938.00               |
| 118   | 96 THRU 91   | 937.80               |
| 117   | 120, 121     | 947.80               |
| 116   | 122, 123     | 948.20               |
| 115   | 124, 125     | 948.20               |
| 114   | 126, 127     | 948.20               |
| 113   | 128, 129     | 948.20               |
| 112   | 130, 131     | 948.20               |
| 111   | 132, 133     | 948.20               |
| 110   | 134, 135     | 948.20               |
| 109   | 136, 137     | 948.20               |
| 108   | 138, 139     | 948.20               |
| 107   | 140, 141     | 948.20               |
| 106   | 142, 143     | 948.20               |
| 105   | 144, 145     | 948.20               |
| 104   | 146, 147     | 948.20               |
| 103   | 148, 149     | 948.20               |
| 102   | 150, 151     | 948.20               |
| 101   | 152 THRU 157 | 948.20               |
| 100   | 158 THRU 167 | 948.20               |
| 99    | 168 THRU 178 | 948.20               |

NOTE: REFER TO SHEET 6 FOR UTILITY SOURCE, LEGEND AND GENERAL NOTES.

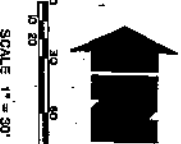
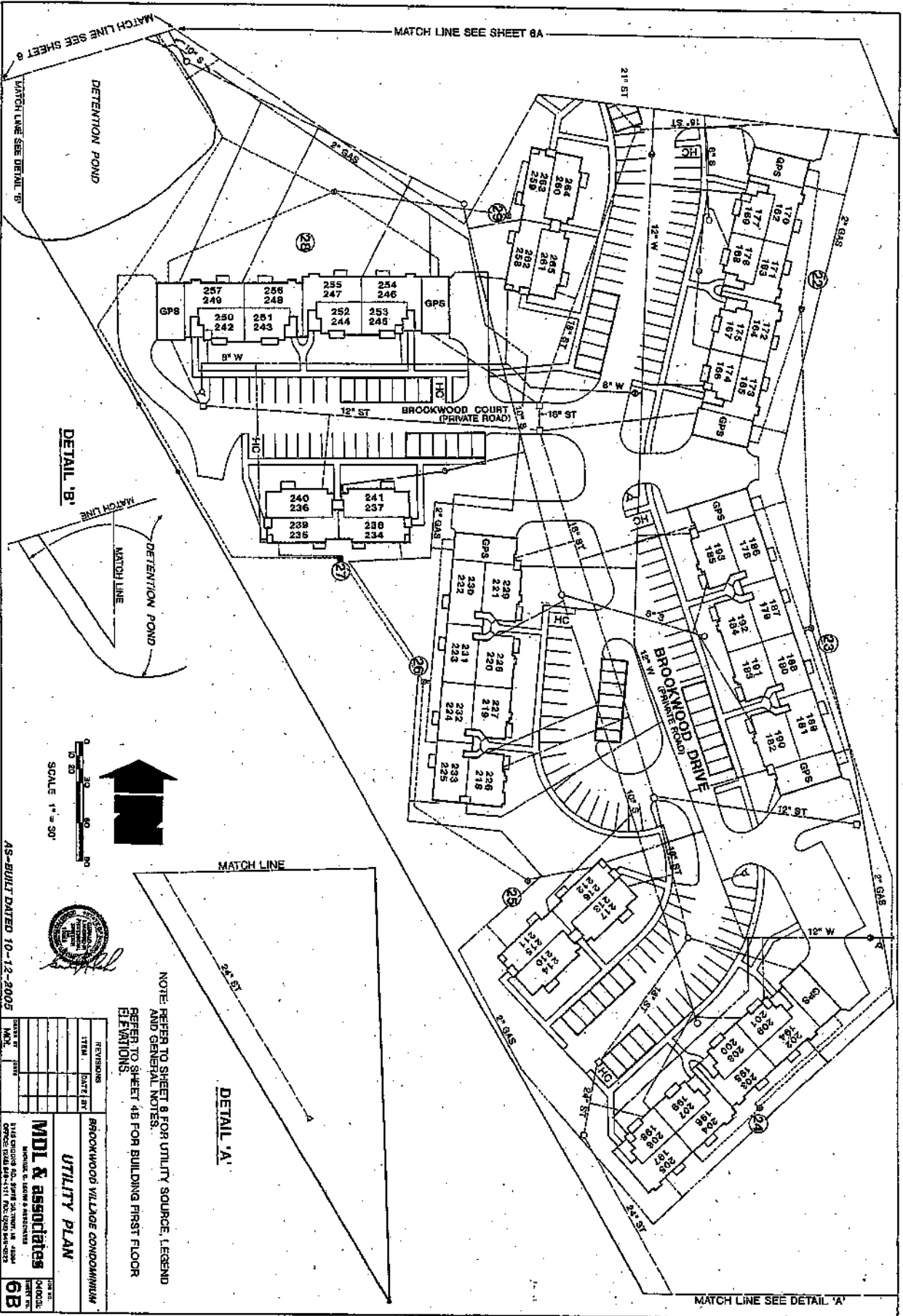


AS-BUILT DATED 10-12-2005

REVISIONS  
 TITLE: BROOKWOOD VILLAGE CONDOMINIUM  
 DATE: 10-12-2005  
 BY: [Signature]

**M&L Associates**  
 PROFESSIONAL ENGINEERS  
 1100 N. W. 11th St., Suite 100  
 Fort Lauderdale, FL 33304  
 PHONE: (954) 561-1111  
 FAX: (954) 561-1111

UTILITY PLAN  
 PROJECT NO. 05-001  
 SHEET NO. 6A



NOTE: REFER TO SHEET 8 FOR UTILITY SOURCE, LEGEND AND GENERAL NOTES.  
REFER TO SHEET 4B FOR BUILDING FIRST FLOOR ELEVATIONS.

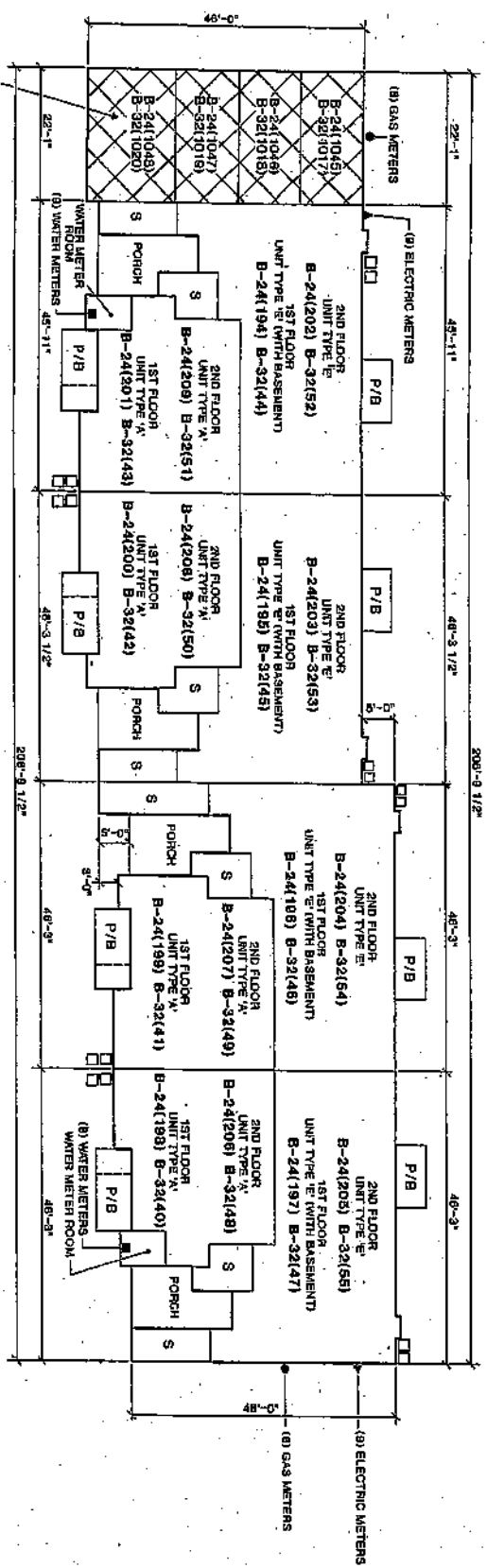
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**MDL & associates**  
ARCHITECTS & ENGINEERS  
1716 SPRING RD., SUITE 201, ANNAPOLIS, MD 21403  
PHONE: 410-293-4411 FAX: 410-293-4422

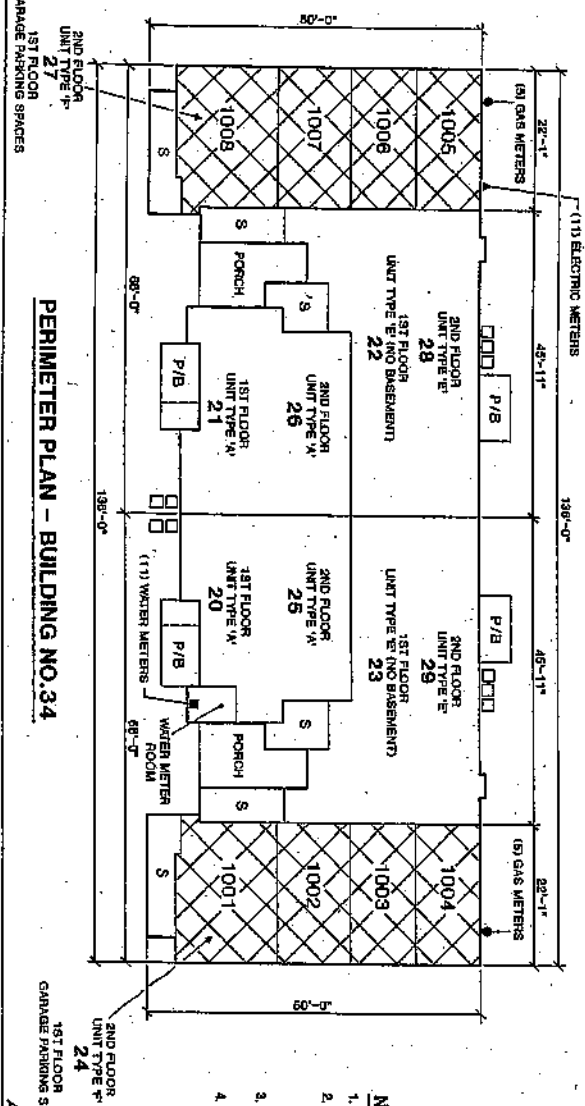
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6B

LIBER36535 PG436



PERIMETER PLAN - BUILDING NO. 24 & 32



PERIMETER PLAN - BUILDING NO. 34

LEGEND

- ▲ GAS METER
  - ELECTRIC METER
  - WATER METER
  - AIR CONDITIONING COMPRESSOR
  - P/B PATIO (BASEMENT OR FIRST FLOOR BALCONY (FIRST OR SECOND FLOOR))
  - S STAIRWELL (SECOND FLOOR ACCESS)
- 10 UNIT DESIGNATION  
LIMITED COMMON ELEMENT
- SCALE 1" = 8'

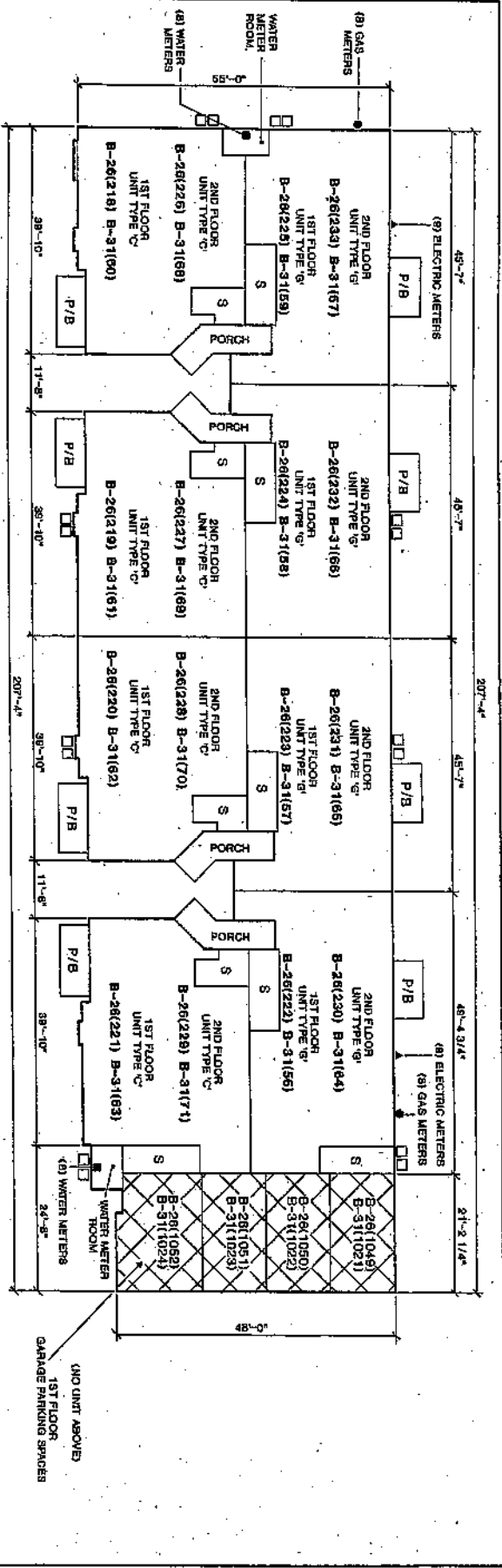
NOTES

1. REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND SQUARE FOOTAGES.
2. ONE (1) GAS METER, ELECTRIC METER AND WATER METER IS PROVIDED FOR EACH UNIT WITHIN THE BUILDING. ANY ADDITIONAL METERS ARE FOR GENERAL COMMON USAGE. ONE (1) AIR CONDITIONING COMPRESSOR IS PROVIDED FOR EACH UNIT AS SHOWN ON PLAN.
3. TYPICAL DIMENSIONS SHOWS MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.
4. THE NUMBERS SHOWN WITHIN GARAGE PARKING SPACES ARE FOR IDENTIFICATION ONLY AND DO NOT INDICATE UNIT NUMBER OR ASSIGNMENT. GARAGE PARKING SPACES MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.

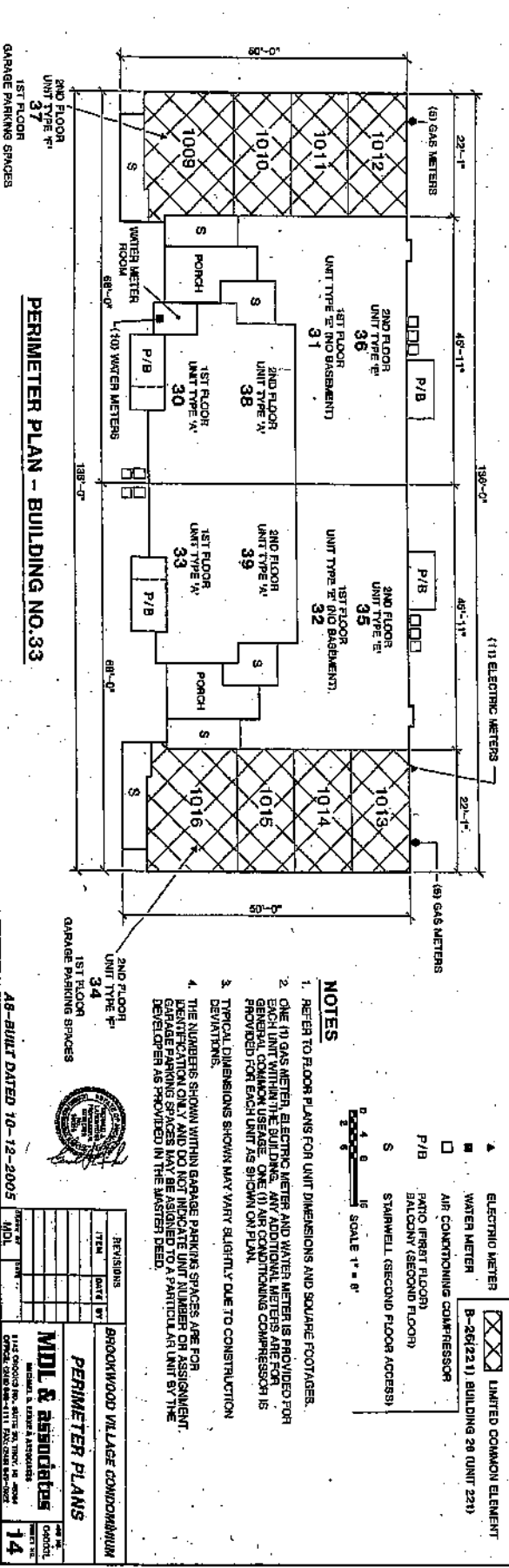


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MDL & ASSOCIATES  
13



PERIMETER PLAN - BUILDING NO. 26 & 31



PERIMETER PLAN - BUILDING NO. 33

LEGEND

- GAS METER
  - ▲ ELECTRIC METER
  - WATER METER
  - AIR CONDITIONING COMPRESSOR
  - PATIO (FIRST FLOOR)
  - BALCONY (SECOND FLOOR)
  - STAIRWELL (SECOND FLOOR ACCESS)
  - 10 UNIT DESIGNATION
  - LIMITED COMMON ELEMENT
- B-26(221) BUILDING 26 (UNIT 221)
- 1" = 8'

NOTES

1. REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND SQUARE FOOTAGES.
2. ONE (1) GAS METER, ELECTRIC METER AND WATER METER IS PROVIDED FOR EACH UNIT WITHIN THE BUILDING. ANY ADDITIONAL METERS ARE FOR GENERAL COMMON USES. ONE (1) AIR CONDITIONING COMPRESSOR IS PROVIDED FOR EACH UNIT AS SHOWN ON PLAN.
3. TYPICAL DIMENSIONS SHOW MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.
4. THE NUMBERS SHOWN WITHIN GARAGE PARKING SPACES ARE FOR IDENTIFICATION ONLY AND DO NOT INDICATE UNIT NUMBER OR ASSIGNMENT. GARAGE PARKING SPACES ARE PART OF A PARTICULAR UNIT BY THE DESIGNER AS PROVIDED IN THE MASTER DEED.



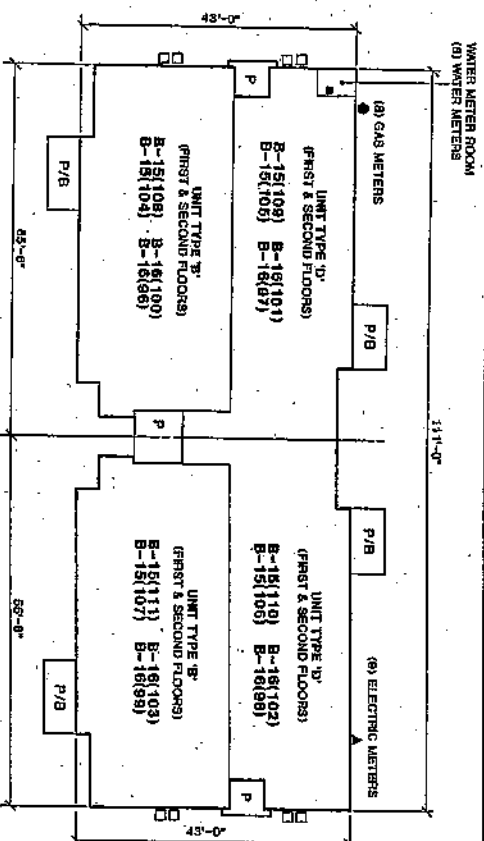
AB-BUILT DATED 10-12-2005

| REVISIONS | DATE | BY |
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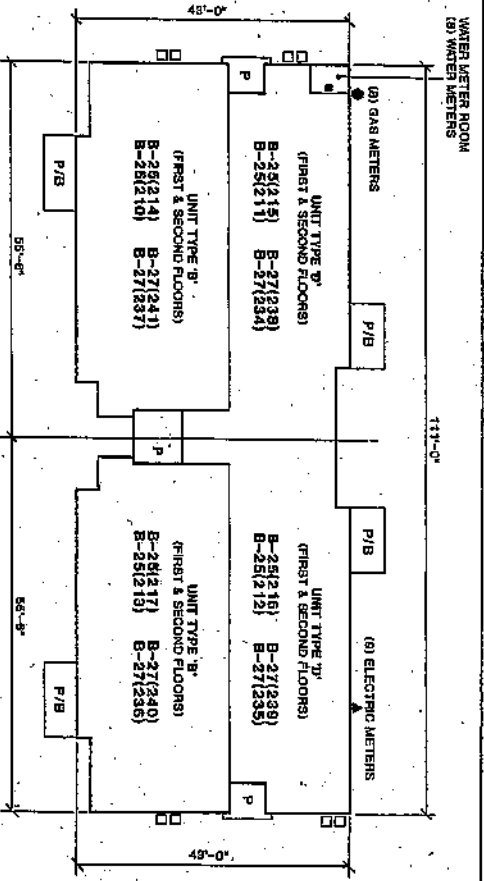
**MDL & Associates**  
 ARCHITECTS  
 1400 GARDENWAY, SUITE 200, WILSON, CA 94094  
 TEL: (415) 947-1111 FAX: (415) 947-1112

**PERIMETER PLANS**

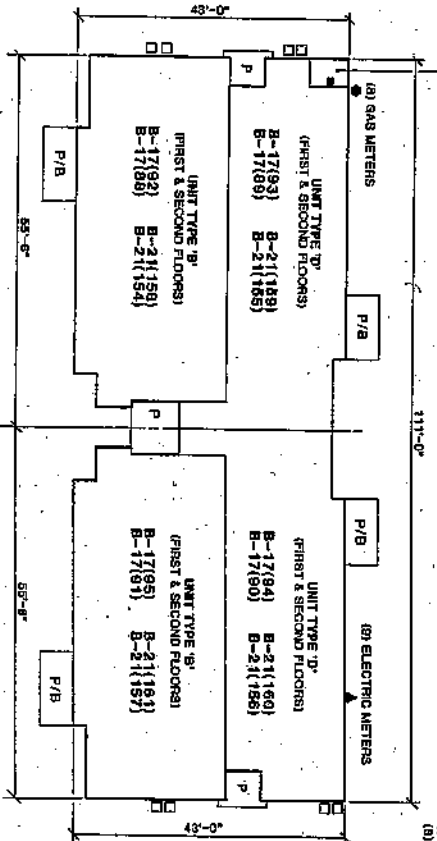
PROJECT NO. 05-0001  
 SHEET NO. 14



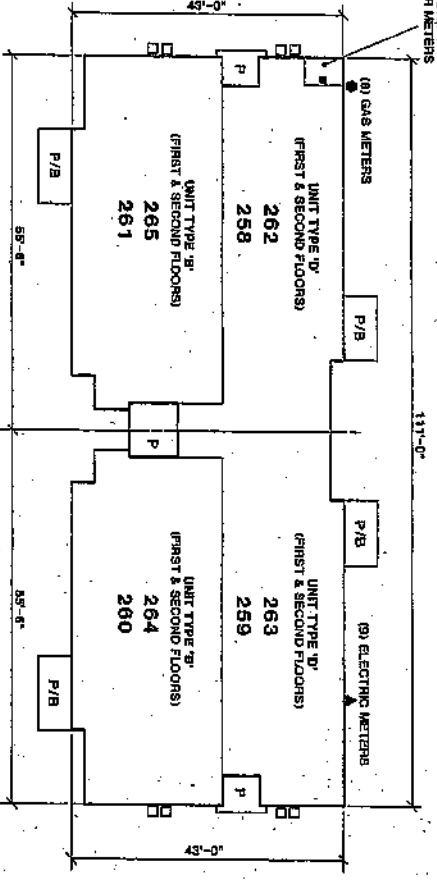
PERIMETER PLAN - BUILDING NO. 15 & 16



PERIMETER PLAN - BUILDING NO. 25 & 27



PERIMETER PLAN - BUILDING NO. 17 & 21



PERIMETER PLAN - BUILDING NO. 29

NOTE: REFER TO SHEET 14 FOR LEGEND AND GENERAL NOTES.

260 UNIT DESIGNATION  
B-25(214) BUILDING 25 QUINT 214)



AS-SUIT DATED 10-12-2005

| REVISIONS | DATE | BY | DESCRIPTION |
|-----------|------|----|-------------|
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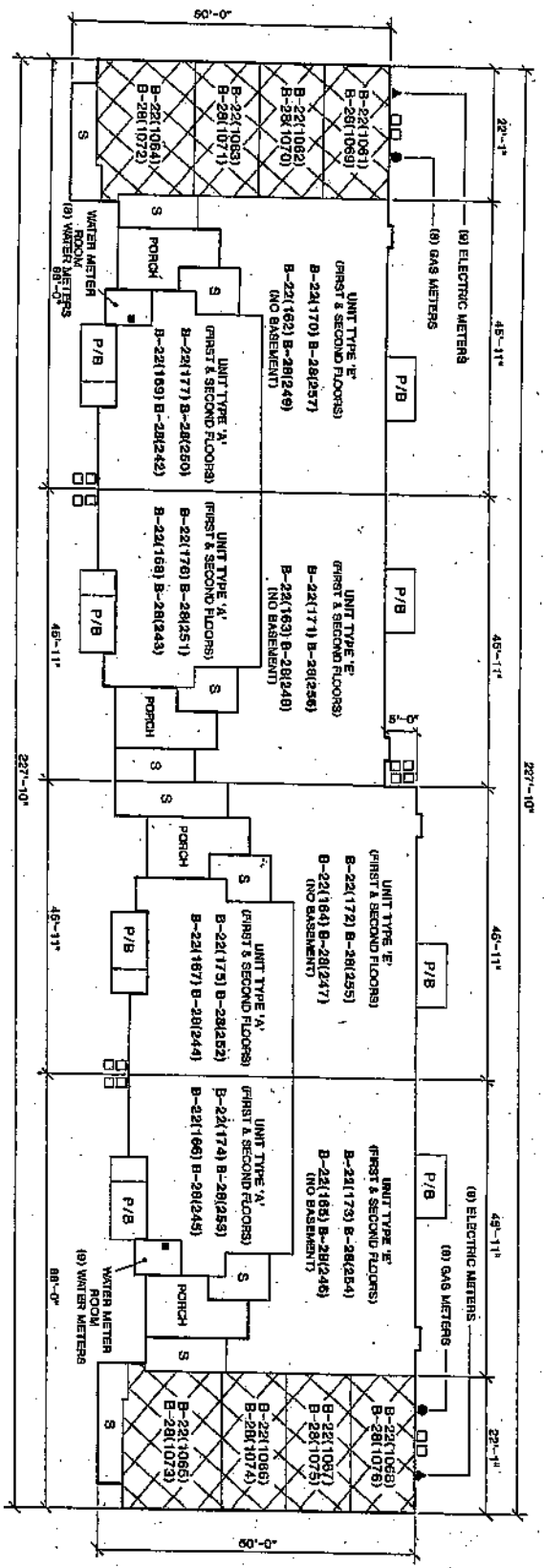
**PERIMETER PLANS**

**MDL & associates**

1745 GERRARD ST. E. SUITE 301 TORONTO, ONT. M3A 2E4  
 PHONE: (416) 291-1111 FAX: (416) 291-1122

DATE: 10-12-2005

PROJECT NO: 20



**PERIMETER PLAN - BUILDING NO. 22 & 28**

**LEGEND**

- GAS METER
- ▲ ELECTRIC METER
- WATER METER
- AIR CONDITIONING COMPRESSOR
- P/B PATIO (BASEMENT OR FIRST FLOOR)
- S BALCONY (FIRST OR SECOND FLOOR)
- STAIRWELL (SECOND FLOOR ACCESS)
- B-22(165) BUILDING 22 UNIT 165
- LIMITED COMMON ELEMENT

**NOTES**

1. REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND SQUARE FOOTAGES.
2. ONE (1) GAS METER, ELECTRIC METER AND WATER METER IS PROVIDED FOR EACH UNIT WITHIN THE BUILDING. ANY ADDITIONAL METERS ARE FOR GENERAL COMMON USAGE. ONE (1) AIR CONDITIONING COMPRESSOR IS PROVIDED FOR EACH UNIT AS SHOWN ON PLAN.
3. TYPICAL DIMENSIONS AS SHOWN MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.
4. THE NUMBERS SHOWN WITHIN GARAGE PARKING SPACES ARE TO BE USED FOR IDENTIFICATION ONLY AND DO NOT ASSURE UNIT NUMBER OR ASSIGNMENT. DEVELOPER AS PROVIDED IN THE MASTER DEED.



AS-BUILT DATED 10-12-2005

| REVISIONS |         |
|-----------|---------|
| ITEM      | DATE BY |
|           |         |
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**BROOKWOOD VILLAGE CONDOMINIUM**

**PERIMETER PLANS**

**MDL & Associates**

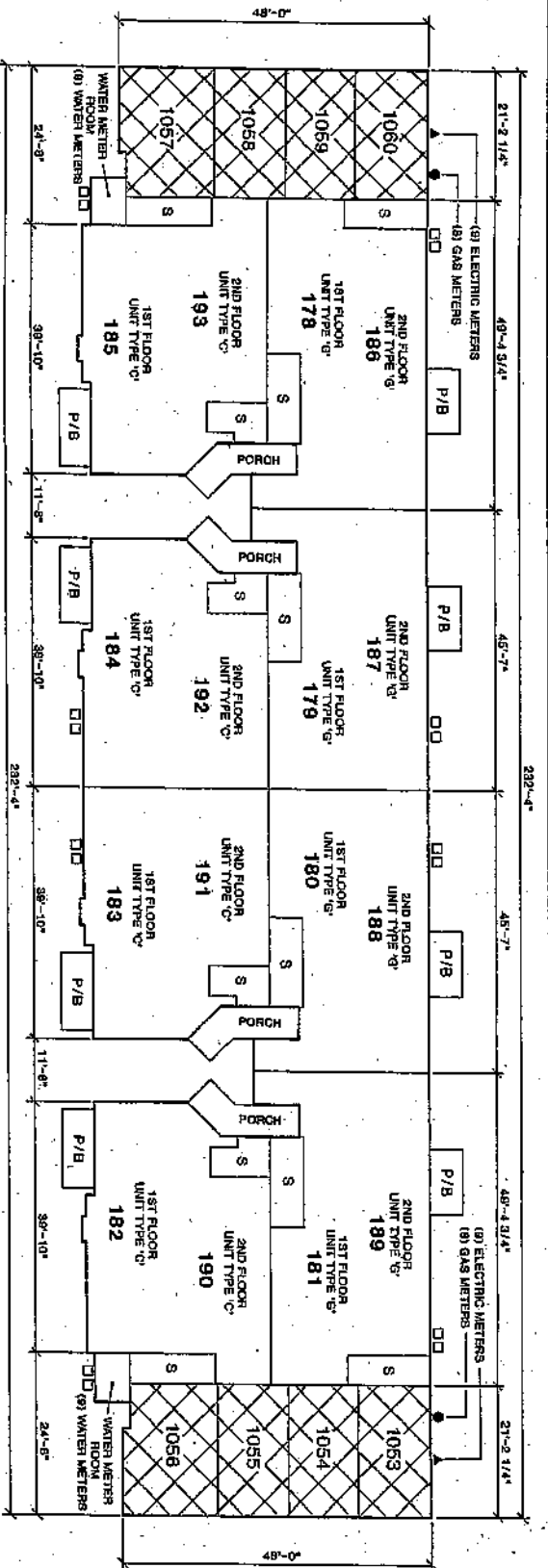
SEAL: M. D. L. ASSOCIATES, INC. LICENSE NO. 10000

DATE: 10-12-2005

SCALE: 1" = 6'

24

10000 10000 10000 10000 10000 10000 10000 10000 10000 10000



**PERIMETER PLAN - BUILDING NO.23**

**LEGEND**

- GAS METER
- ▲ ELECTRIC METER
- WATER METER
- AIR CONDITIONING COMPRESSOR
- P/B PATIO (BASEMENT OR FIRST FLOOR)
- S BALCONY (FIRST OR SECOND FLOOR)
- 183 UNIT DESIGNATION
- ▨ LIMITED COMMON ELEMENT



**NOTES**

1. REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND SQUARE FOOTAGES.
2. ONE (1) GAS METER, ELECTRIC METER AND WATER METER IS PROVIDED FOR EACH UNIT WITHIN THE BUILDING. ANY ADDITIONAL METERS ARE FOR GENERAL GARAGE USAGE. ONE (1) AIR CONDITIONING COMPRESSOR IS PROVIDED FOR EACH UNIT AS SHOWN ON PLAN.
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AS-BUILT DATED 10-12-2005

| REVISIONS |         |
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**BROOKWOOD VILLAGE CONDOMINIUM**

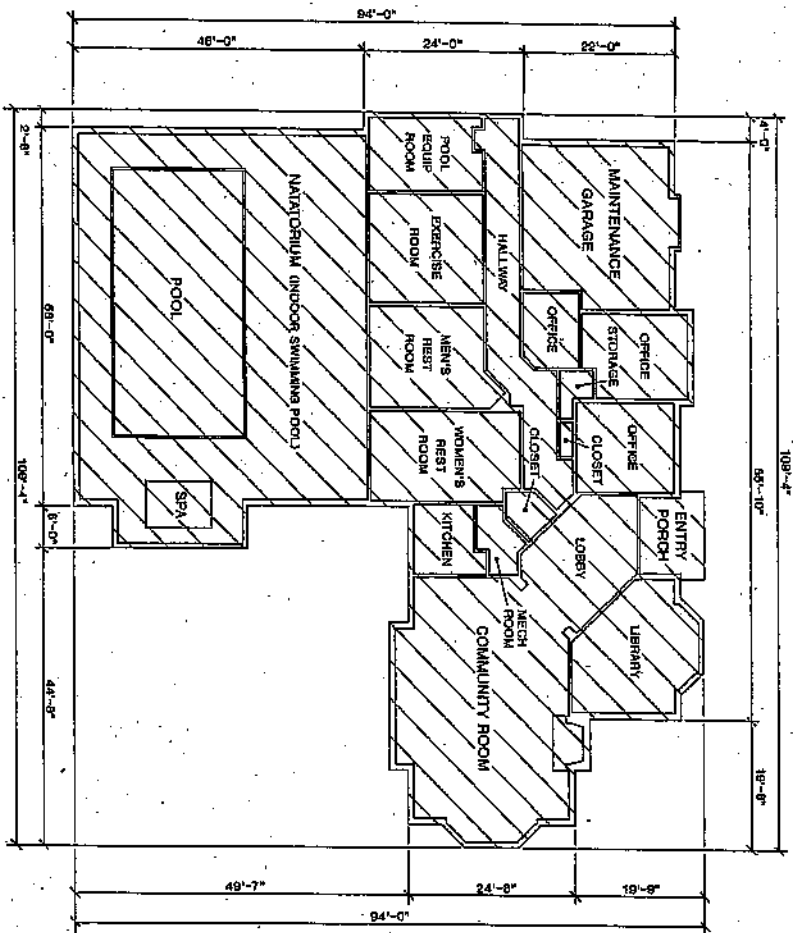
**PERIMETER PLANS**

**MDL & Associates**

2112 CONROY RD., SUITE 201, FALLS CHURCH, VA 22044  
 PHONE: (703) 441-1111 FAX: (703) 441-1112

DATE: 10/12/05

PROJECT NO: 25



**COMMUNITY BUILDING**  
 GENERAL COMMON ELEMENT  
 SCALE 1" = 8'



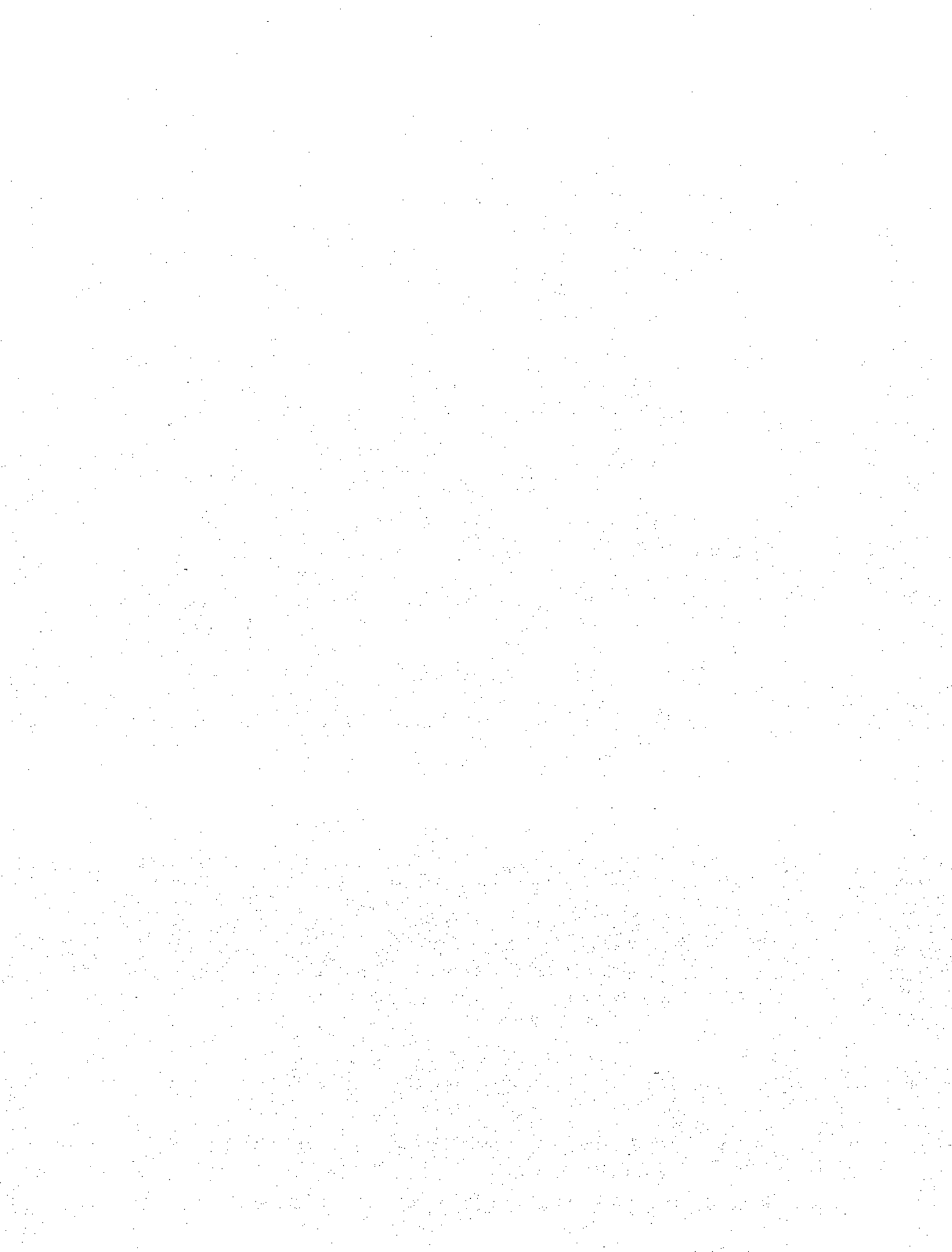
AS-BUILT DATED 10-12-2005

| REVISIONS | DATE | BY | DESCRIPTION |
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**COMMUNITY BUILDING**  
**MDL & Associates**  
 ARCHITECTS & ENGINEERS  
 5145 BRIDGEWAY, SUITE 200, BOSTON, MA 02108  
 PHONE: (617) 452-1111 FAX: (617) 452-1122

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# *Michigan Department of Labor & Economic Growth*

## *Filing Endorsement*

***This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT***

***for***

***BROOKWOOD VILLAGE CONDOMINIUM ASSOCIATION***

***ID NUMBER: 794590***

***received by facsimile transmission on April 19, 2005 is hereby endorsed filed on April 19, 2005 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of April, 2005.***

A handwritten signature in black ink, appearing to read 'Andrew L. Mitchell'.

***, Director***

***Bureau of Commercial Services***

**NON-PROFIT  
ARTICLES OF INCORPORATION**

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

**ARTICLE I  
NAME**

The name of the corporation is Brookwood Village Condominium Association.

**ARTICLE II  
PURPOSES**

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

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

**ARTICLE III  
ADDRESSES**

The street address of the first registered office is 624 W. Nepeessing Street, Suite 300, Lapeer, Michigan 48446

The post office address of the first registered office is Post Office Box 472, Lapeer, Michigan 48446.

**ARTICLE IV  
RESIDENT AGENT**

The name of the first resident agent is Mike H. Coulter.

**ARTICLE V  
BASIS OF ORGANIZATION AND ASSETS**

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

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

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

**ARTICLE VI  
INCORPORATOR**

The name of the incorporator is William T. Myers and his place of business is 40701 Woodward Avenue, Suite 235, Bloomfield Hills, Michigan 48304-2221.

**ARTICLE VII  
EXISTENCE**

The term of corporate existence is perpetual.

**ARTICLE VIII  
MEMBERSHIP AND VOTING**

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

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

**ARTICLE IX  
LIMITATION OF LIABILITY OF VOLUNTEER OFFICERS AND DIRECTORS AND OTHER VOLUNTEERS**

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

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following apply: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

Signed this 18<sup>th</sup> day of April, 2005.

When filed return to:

William T. Myers of Myers Nelson Dillon & Shierk, PLLC  
40701 Woodward Ave., Suite 235  
Bloomfield Hills, Michigan 48304-2221



William T. Myers, Incorporator



# BROOKWOOD VILLAGE CONDOMINIUM

## MANAGEMENT AGREEMENT

**THIS AGREEMENT** entered into as of the 21<sup>st</sup> day of April, 2005 by Brookwood Village Condominium Association (the "Association"), the Michigan non-profit corporation established to maintain and to manage the affairs of Brookwood Village Condominium, a condominium project (the "Project") located in the City of South Lyon, County of Oakland, State of Michigan, which Association has its principal office at 624 W. Neprising, Suite 300, Lapeer, Michigan 48446, and Brookwood Farms, L.L.C., a Michigan limited liability company, which also has its principal office at 624 W. Neprising, Suite 300, Lapeer, Michigan 48446

### WITNESSETH:

In order to assure professional management of the Project and in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

1. **Appointment of Agent.** Pursuant to its Articles of Incorporation and to the authority granted it in Article XIII, Section 5 of the Bylaws, the Association hereby appoints the Agent and the Agent hereby accepts the appointment as exclusive managing agent of the Project subject to the terms and conditions set forth below.

2. **Management Fee.** The Association agrees to pay the Agent a fee of \$15.00 per Unit per month during the continuation hereof. The fee shall be payable to the Agent monthly by the 10th of each month for services rendered during the preceding month and shall constitute the Agent's total compensation for services performed by it under this Agreement during each month. The Association also agrees to pay Agent initially \$100 for start up costs for the first month only of the Agreement, over and above any normal management fee.

3. **Duties of Agent.** The duties of the Agent shall be to:

(a) Collect all regular assessments, late charges, and special assessments due from the Co-owners pursuant to the Bylaws and Purchase Agreement; provided, however, that the Association shall cooperate with Agent in the collection of all such assessments and shall give Agent all such assistance as it may reasonably request in enabling the collection of such assessments.

(b) Cause to be disbursed regularly and punctually from the funds collected under paragraph (a) of this Article and deposited in the special account for the Association, hereinafter provided: (1) salaries and other compensation due and payable to the employees (if any) of the Association and the taxes payable under paragraph (h) of this Article, (2) fire and other insurance premiums due under paragraph (g) hereof and (3) sums otherwise due and payable by the Association as operating expenses authorized to be incurred by the Agent under the terms of this Agreement, including the Agent's compensation.

All payments to be made by the Agent under this Agreement shall be made out of such sums as are available in the special account of the Association or as may be provided by the Association. The Agent shall not be obligated to make any advance to or for the account of the Association or to pay any sum except out of the special account or other funds provided as aforementioned, nor shall the Agent be obligated to incur any liability or obligation for the account of the Association without assurance that the funds necessary for the discharge thereof will be provided.

(c) Furnish the Board of Directors (or its designees), upon request, with a schedule of all delinquent accounts on or before the last day of each month, and, if specifically authorized by the Board of Directors (or its designees) take such action as shall be permitted by the Bylaws and the laws of the State of Michigan to collect such delinquent assessments.

(d) Cause the buildings, grounds and appurtenances of the Project to be maintained according to such standards as may from time to time be established by the Board of Directors, including but not limited to interior and exterior cleaning, painting and decorating, plumbing, carpentry and such other normal maintenance and repair work as may be necessary, subject to those requirements and limitations imposed by the Master Deed and Bylaws in addition to those contained herein.

For any one item of repair or replacement the expense incurred shall not exceed the sum of \$2,500.00 unless specifically authorized by the Board of Directors; provided, however, that emergency repairs, involving manifest danger to life or property, or immediately necessary for the preservation and safety of the property, or for the safety of the Co-owners, or required to avoid the suspension of any necessary service to the Project, may be made by the Agent irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if at all possible, confer immediately with the Board of Directors regarding every such expenditure. The agent shall not incur liabilities (direct or contingent) which will at any time exceed the aggregate of \$10,000.00, or any liability maturing more than one year from the creation thereof, without first obtaining the approval of the Board of Directors.

(e) Enter into contracts for water, electricity, gas, equipment maintenance and repairs, telephone, vermin extermination, trash removal, landscaping, snow plowing, supplies, chemical treatment and other necessary services, or such of them as the Board of Directors shall approve. Additionally, the Agent shall place orders for such equipment, tools, appliances, materials and supplies as are necessary properly to maintain the Project. All such contracts and orders shall be made in the name of the Association and shall be subject to the limitations set forth in paragraph (d) of this Article. When taking bids or issuing purchase orders, the Agent shall act at all times in the best interest of the Association, but the Agent shall not be responsible for obtaining the lowest price available for the service or commodity purchases pursuant to this Agreement.

(f) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises placed thereon by any federal, state, county or

municipal authority having jurisdiction thereover, subject to the limitations contained in paragraph (d) of this Article. The Agent, however, shall not take any action under this paragraph (f) so long as the Association is contesting, or has affirmed its intention to contest any such order or requirement. The Agent shall promptly notify the Board of Directors in writing of all such orders and notices of requirements.

(g) Cause to be placed and kept in force all of those insurance policies required by the laws of the State of Michigan and the Bylaws, which insurance coverage shall be carried and administered in accordance with Article IV of the Bylaws. The Agent shall promptly investigate and make a full written report as to all accidents or claims for damages relating to the management, operation and maintenance of the Project, including any damage or destruction to the Project and the estimated cost of repair and shall cooperate and make any and all reports required by any insurance company in connection therewith.

(h) Prepare (or cause to be prepared) in conjunction with an accountant or a similarly qualified professional, if necessary, for execution and filing by the Association all forms, reports and returns required by law in connection with federal and state income tax, Michigan general corporation law, unemployment insurance, workmen's compensation insurance, disability benefits, social security and other similar taxes now in effect or hereafter imposed and also in connection with requirements relating to the employment of personnel.

(i) Prepare, with the assistance of an accountant or similarly qualified professional, if necessary, and in conformity with the provisions of the Bylaws, an operating budget for the forthcoming fiscal year. Copies of the budget, upon adoption by the Board of Directors, shall be furnished to each Co-owner as provided in the Bylaws, upon request. The Agent shall use its best efforts to operate within the budget as adopted. In the event the Agent foresees a budget overrun, it shall notify the Board of Directors in writing.

(j) Bond, in a manner satisfactory to the Association, all employees of the Agent who handle or who are responsible for handling the Association's funds, without expense to the Association.

(k) Investigate, hire, pay, supervise and discharge any personnel necessary to be employed in order to properly maintain and operate the Project. Any such employees shall be employees of the Association and not the Agent. Compensation for the services of such employees shall be expenses of administration.

(l) Maintain a complete set of books and records relative to the operation of the Condominium Project in accordance with reasonable accounting practice. All such records shall be available for examination by the Directors of the Association or their representatives during normal working hours. No independent audit of the Association's records shall be required. In the event any such audit is required by the Association, the cost of providing the same shall be paid entirely by the Association.

(m) Maintain records showing the complaints and service requests made by each Co-owner together with the action taken with respect to each such request. The Agent, in its



discretion, or upon the request of the Board of Directors, shall report all such requests to the Board of Directors with appropriate recommendations.

(n) Establish and maintain in a bank authorized to do business in Michigan a separate bank account or accounts as agent and trustee for the Association for the deposit of the Association's funds. The Agent shall have authority to draw thereon for any payments to be made by the Agent to discharge any liabilities or obligations incurred pursuant to this Agreement and for the payment of the management fee provided herein.

(o) Do all other things which are reasonably required to maintain the Project in conformity with such standards as the Board of Directors may from time to time establish and which the Bylaws and the laws of the State of Michigan permit the Board of Directors to authorize and to delegate.

4. **Indemnification and Liability of Agent.** The Association hereby agrees to indemnify and save harmless Agent from all losses, expenses or damages of any nature whatsoever in connection with the management of the Project and from liability for injury to any person or property on, about or in connection with the Project from any cause whatever, unless such costs, expenses, damages or liabilities be caused by the Agent's own gross negligence or willful misconduct. The Agent shall not be liable to the Association or to any other person for any error in judgment or for doing or omitting to do any matter or thing pursuant to the terms of this Agreement except in cases of willful misconduct or gross negligence.

5. **Relationship of Agent to Other Entities.** Agent, the Developer, its members, employees, agents, affiliates and others connected therewith or otherwise related thereto are, or may be, members, officers, employees, partners, directors, members, shareholders, trustees, beneficiaries, relatives, affiliates of or otherwise related to the (a) Association, (b) the Developer of Brookwood Village Condominium, and/or (c) contractors or agencies hired by Agent which are furnishing services or supplies to Brookwood Village Condominium Association. The Association, on behalf of itself and members, acknowledges and expressly consents to any and all of such relationships.

6. **Assignability.** The Agent may assign this Management Agreement to any other person or entity so long as such assignee shall undertake in writing to assume and perform the obligations of Agent hereunder.

7. **Effective Date.** This Agreement shall take effect on the day of the first conveyance to a Purchaser of a Unit in Brookwood Village Condominium, and shall continue until ninety (90) days after the First Annual Meeting of Members of the Association. This Agreement shall be automatically renewed at the expiration of such term, or any subsequent term, for an additional period of twelve (12) months, unless the Association gives the Agent written notice of termination at least thirty (30) days before expiration of the current term. Notwithstanding the foregoing, however, the Association may, with thirty (30) days prior written notice, terminate this Agreement on the Transitional Control Date or at any time within ninety (90) days thereafter. The "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

**8. Termination.**

a. During the initial and renewal terms specified in Section 7, this Agreement shall be terminable by either party without cause at the end of any calendar month upon ninety (90) days written notice by either party to the other.

b. In the event a petition in bankruptcy is filed by or against Agent, or in the event that it shall make an assignment for the benefit of creditors to take advantage of any insolvency act, either party hereto may terminate this Agreement, without notice to the other, but prompt advice of such action shall be given to the other party.

c. If this Agreement is terminated during any renewal term by the Association it shall pay to the Agent, as liquidated damages, not as a penalty, an amount equal to 20% of the Agent's unrealized income by reason of such termination. As used in this paragraph (c), the Agent's "unrealized income" means the gross amount of compensation which the Agent would have received hereunder, but for such termination, during the period beginning on the date of termination and ending on the last day of such renewal term of this Agreement.

9. **Final Accounting.** Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as to the date of termination and the Association shall furnish the Agent security satisfactory to the Agent against any outstanding obligations or liabilities which the Agent may have incurred hereunder.

10. **Effect of Agreement.** This Agreement shall constitute the entire Agreement between the contracting parties and no variance or modification thereof shall be valid and enforceable except by supplemental agreement in writing which shall be executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first written.

**BROOKWOOD FARMS, L.L.C.,**  
a Michigan limited liability company,  
"Agent"

By: /s/ Mike H. Coulter  
Mike H. Coulter, Member

**BROOKWOOD VILLAGE**  
**CONDOMINIUM ASSOCIATION, a**  
Michigan non-profit corporation, "Association"

By: /s/ Mike H. Coulter  
Mike H. Coulter, President



# BROOKWOOD VILLAGE CONDOMINIUM

## ESCROW AGREEMENT

**THIS AGREEMENT** is entered into as of this 18<sup>th</sup> day of April, 2005 between Brookwood Farms, L.L.C., a Michigan limited liability company ("Developer"), and Lawyers Title Insurance Corporation ("Escrow Agent") through its duly designated representative for this purpose, Title Source, Inc.

**WHEREAS**, Brookwood Village Condominium has been or will be established as a residential conversion condominium project under applicable Michigan law by recording a Master Deed therefor in Oakland County Records; and

**WHEREAS**, upon such conversion, each separate residence will be subject to sole ownership and will constitute a Condominium Unit ("Unit") as defined under Michigan law; and

**WHEREAS**, Developer is selling Units in Brookwood Village Condominium and is entering into agreements for sale ("Purchase Agreements") with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreements be held by Escrow Agent under an Escrow Agreement; and,

**WHEREAS**, the parties hereto desire to enter into such an Escrow Agreement for the benefit of Developer and for the benefit of each Purchaser (hereinafter called "Purchaser") who makes deposits under a Purchase Agreement.

**NOW, THEREFORE**, it is agreed as follows:

1. **Initial Deposit of Funds.** Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement together with a fully executed copy of such Agreement.

2. **Release of Funds.** The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Developer or Purchaser only upon the conditions hereinafter set forth:

(a) Upon conveyance of title to a Unit from Developer to Purchaser or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement, Escrow Agent shall release to Developer all sums held in escrow under such Agreement.

(b) In the event that the Purchaser under a Purchase Agreement shall default in making any payments required by said Agreement or in fulfilling any other obligations thereunder, for a period of ten days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to said Agreement to Developer in accordance with the terms of said Agreement.

(c) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and Purchaser fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, Escrow Agent shall release all sums to Purchaser held by it pursuant to said Agreement.

(d) Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and paid to Developer upon termination of this Escrow Agreement.

(e) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under paragraph 6 of the General Provisions thereof, then Escrow Agent shall, within three business days after such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

(f) If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the occurrence of one or more of the foregoing events, Escrow Agent shall release all such sums to Developer in the event Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent securing repayment of said sums; in such form, substance and amount and issued by such institution as are all acceptable to the Escrow Agent. In lieu thereof, Developer may furnish other security deemed adequate by Escrow Agent, in its sole discretion.

3. **Proof of Occurrence.** Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement to a Purchaser thereunder, or to the Developer.

4. **Liability of Escrow Agent.** Upon making delivery of the funds deposited with Escrow Agent pursuant to any of the aforementioned Purchase Agreements and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability under any such Agreement, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit reserved or sold under any other Agreement. It is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow.

Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that it has received, from the party on whom the funds are drawn, final settlement as that term is defined under the provisions of MCL 440.4101, et seq.

5. **Notices.** All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary first class mail or by registered or certified mail, return receipt requested, or by a recognized overnight courier service, with all postage and delivery fees prepaid, and addressed to the recipient party at the address shown below such party's signature to this Agreement or upon any of the other said Agreements. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

**BROOKWOOD FARMS, L.L.C.,**  
a Michigan limited liability company

By: /s/ Mike H. Coulter  
Mike H. Coulter, Member  
P. O. Box 472  
Lapeer, Michigan 48446  
(810) 664-5591

**LAWYERS TITLE INSURANCE CORPORATION,**  
Escrow Agent

By Its Agent, TITLE SOURCE, INC.

By: /s/ Jeffrey K. Eisenshtadt  
Jeffrey K. Eisenshtadt, President  
1450 West Long Lake Road  
Troy, Michigan 48098  
(248) 312-1200