



Herriman & Associates, Inc.

COMMUNITY ASSOCIATION MANAGERS

41486 Wilcox Road • Plymouth, MI 48170-3104

734 459-5440 • Fax 734 459-0690

www.herriman.net

TO: Woodlands South Condominium Association Co-owners

FROM: Helene Haratsaris, Community Association Manager
Herriman & Associates, Inc.

DATE: April 24, 2009

RE: Revised Rules and Regulations Guide

Enclosed is the Revised Rules and Regulations Guide that was adopted by the Board of Directors on April 15, 2009. This Revision represents two years of dedicated volunteer efforts by the Woodlands South Rules & Regulations Committee and your Board of Directors.

It is hoped that you will view this document as a positive effort to meet the requirements of the Condominium Master Deed and Bylaws to maintain condominium uniformity while permitting individual freedom of choice where possible. The Bylaws of the Association (Article 6.2) state in part "... The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium...." The Rules & Regulations Guide spells out the specifications to address this Bylaw requirement.

Please take the time to read this document and familiarize yourself with its content. The Revised Rules & Regulations Guide will be considered to be in force effective June 1, 2009. At the request of many co-owners the Board will begin to issue violation notices and to consistently enforce them from that point forward.

THANK YOU

This document is dedicated to the Rules & Regulations Committee and those who serve on and with the Board of Directors of Woodlands South Condominium Association.

The Rules & Regulations Guide is intended to be a positive opportunity to allow Co-owner individuality within the specified and implied conditions of the Condominium Documents. Hundreds of volunteer hours have helped to review the Master Deed and Bylaws and update the contents of this Guide.

It is also with appreciation that we thank all who were involved in the original efforts that had the wisdom to start the process and volunteer the time with dedication toward enhancing the community and providing a cohesion for sharing a neighborhood for which we may all be proud.

This document should be kept with the Condominium Master Deed and Bylaws. It should also be kept handy for frequent reference. Questions and concerns regarding this document should be directed to the Board of Directors.

Woodlands South Condominiums

Rules & Regulations Guide

This document lists the conditions that apply to or clarifies permitted activities in your condominium and is in addition to the Master Deed and By-Laws

By definition, condominiums are somewhat more restrictive relative to use and modification of the exterior areas. It is the purpose of this guide to provide a ready reference to a number of subjects which are of interest to the Co-owners. It does not supersede the By-Laws or the Master Deed.

April 15, 2009

Note: This document supersedes all previous Rules & Regulations Guidelines. It must be retained by the co-owner and is to be passed on to any future co-owner(s) along with the Condominium Master Deed and Bylaws.

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Woodlands South Condominiums
(April 2009)
Rules and Regulations Guide

1. General

- A. This Rules and Regulations Guide was prepared to promote a uniform community appearance and maintain continuing aesthetic harmony
- B. It shall be understood that the Association's Master Deed, Bylaws and municipality building codes are primary requirements and have precedence over these guidelines. Further, this guide does not preclude the required approval of the Board of Directors before any co-owner can proceed with any alterations or modifications unless specifically noted herein.
- C. This guide can be amended as issues arise with approval of the Board of Directors.
- D. Please refer to "Responsibility of Co-Owners", Article 4, Section 4.3 in the By-Laws as amended for information regarding co-owner responsibility in obtaining fire and extended insurance coverage.

Woodlands South Bylaws, Article 6, Section 6.2

"No Co-owner shall make alterations in exterior appearance or make structural modifications to any Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, limited or general, without the prior written approval of the Board of Directors including but not limited to, exterior painting or the erection of decks, antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications; nor shall any Co-owner damage or make modifications or attachments to Common Element walls between Units which in any way impair sound conditioning qualities of the walls."

Violations & Fines - Board Policy Statement
(Approved by the Board February 16, 2005)

Whereas, the Board of Directors of Woodlands South Condominium Association is empowered to govern the affairs of the Association; and

Whereas, it may, from time to time become appropriate for the Board of Directors to initiate a Notice of Violation for apparent non-compliance with the Rules and Regulations and/or By-Laws of the Association.

Therefore, be it resolved that the policy for the issuance of such notices and for the assessment of fines for violations shall be as follows:

1. Before notice of a violation is mailed to a co-owner, the Board of Directors shall authorize the mailing of a violation notice by a majority vote of the Board.
2. The first written communication informing the co-owner of a violation will be in the form of a "Courtesy Letter" issued instead of a "Notice of Violation", which will describe the violation observed and provide an opportunity to correct the situation within a given time. If the condition remains uncorrected, a "Notice of Violation" will be issued.
3. In the first written communication of an alleged violation to the co-owner, and in each written notice thereafter, the co-owner will be advised:

"You have the right to appeal this enforcement of the Rules and Regulations and/or By-Laws by appearing before the Board on the next monthly Board Meeting, presently scheduled for _____, time: _____, and location: _____ which cannot be less than seven (7) days from the date of this notice, and offer evidence in defense of the alleged violation. Please notify the Board as soon as possible via e-mail or letter of your intent to appear at the upcoming Board Meeting. This would also allow the Board to view the premises prior to the meeting, if deemed necessary.

4. Notices that are properly appealed, as in paragraph 3, will not result in fines or other action pending final disposition of the appeal. If the appeal is successful, the Notice will be dismissed. Notices, which are successfully appealed, will remain on file, for continuity of policy, but will not be counted in the fine schedule. If the appeal is unsuccessful, the fine, if any, will be due and payable within ten days, and then added to the co-owners account if still unpaid. Correction of the situation which lead to the Notice first being issued must occur within the time specified in the letter advising of the unsuccessful appeals or another Notice may be issued.
5. Co-owners who desire to call an apparent violation to the attention of the Board are requested to send, in writing, all available information, such as dates, times, names, addresses, location and description of the apparent violation, and any other pertinent details, to the Association's management agent. A Report of Alleged Violation form is available for this purpose. The report of an alleged violation, whether using a letter or form, must be signed by at least one co-owner, with his/her Unit Number, address and telephone number included. The signature of a second co-owner would be helpful but is not required. Any notices to the alleged violator **will not cite** the name of the complainant, however the complainant may be asked to appear at a hearing as a witness if the allegation is disputed.
6. **Fine Schedule:** The courtesy letter will not count, but each Notice of Violation letter for a violation of the same rule, regulation or By-Law restriction, that has not been successfully appealed will be counted when applying the following fine schedule, as set forth in Section

19.4 of the By-Laws:

1. Courtesy Letter
2. 1st violation ("Notice of Violation" letter, not courtesy letter), no fine
3. 2nd violation, \$50.00
4. 3rd violation \$100.00
5. Additional violations, \$250.00 each

An exception to this schedule shall be the finding of a landscaping violation per section 13.3 of these Rules and regulations.

2. Submitting Modification Requests

Per Article 6, Section 6.2 of the Master Deed - "The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium."

NOTE: Because of the many steps involved in processing a Modification Request, please allow a sufficient amount of time for these events to occur. Only Co-owners may submit a Modification Request (not renters).

- A. A completed Modification Request (MR) form PLUS a Co-owner Acknowledgment form are to be submitted to the Community Association Manager. The MR must contain all necessary information about the desired modification for the Board to make their evaluation. See Section 24 for examples of these forms.
- B. Upon review, the management company may reject the request, with notice to the Board, and subsequently return the forms stating the reason for rejection.
- C. Acceptable requests will be forwarded to the chairperson of the appropriate Committee.
- D. The designated Committee will evaluate the request and, if necessary, meet with the requestor for clarification or to seek additional information.
- E. The Committee chair will then forward the request to the Board of Directors for evaluation within a thirty (30) day period. Upon approval or disapproval, the Board will forward the MR form to the management company for recording purposes. The management company will then return an approved copy to the co-owner. The co-owner should retain such copies with their condominium ownership documents.
- F. If the request is denied, the co-owner will be advised by the management company. The co-owner has the right to appeal the decision at a hearing of the Board.

The initial approval for any structural modification granted by the Board shall constitute only authority to construct. Any construction so approved shall be in accordance with the approved request, the municipality building code and shall be subject to permits and final inspections. Alterations and/or modifications once started shall be completed within a six

(6) month period following approval.

The co-owner, whether initial or subsequent, is responsible for proper repair and maintenance of any modification. If, after thirty (30) days written notice to the co-owner, the co-owner fails to perform such maintenance, the Association reserves the right to repair or remove the modification at co-owner's expense.

Furthermore, the co-owner is responsible for any damage to Common Elements caused during installation and is required to insure that all Common Elements are restored to their original condition on a timely basis, as specified by the management company.

3. Aesthetics/Security

- A. Garage doors shall be kept in a closed position except when in use.
- B. Seasonal items may be displayed and shall then be removed two weeks after the celebrated holiday. Hardware to accommodate said decorations must be installed into wood trim only. Any damage to wood trim as a result of said hardware will be repaired at the Co-owner's expense.
- C. Nothing shall be attached to a mailbox or mailbox post. Newspaper delivery boxes are not permitted.
- D. Newspapers are not allowed to accumulate for more than 48 hours on driveways or grassy areas.
- E. No personal storage sheds or bins shall be allowed.
- F. No window air conditioning units shall be allowed.
- G. If free standing air conditioning units are secured for winter protection only solid color neutral, white, dark green or black covers may be used.

4. Animals and Pets

NOTE: The feeding of ANY wildlife, including birds, is prohibited.

Per Section 6.4 of the Bylaws:

4.1 Approved Pets

A co-owner may keep two (2) cats or one (1) dog not to exceed 50 pounds per animal. See Bylaw Article 6, Section 6.4.

Board approval in writing is required for any increase in number of pets and/or dog weight and, if granted, would only apply while the pet(s) at issue are in residence in the condominium. If the additional pet and/or larger dog (i.e., dog whose weight exceeds 50 pounds) was in residence prior to April 1, 2004, it is assumed the Developer, Pulte Homes of Michigan, granted permission and Board approval will be given in this instance. **Board approval must still be requested, however.**

Small animals which are constantly caged, i.e. bird or fish, are allowed and are not subject to any of these rules.

Exotic pets are subject to all local state, and federal government ordinances and laws.

4.2 Required Registration

All pets must be registered with the Board of Directors of the Association. A Pet Registration Form can be downloaded from the Association website (www.woodlandssouth.com) under the tab "Forms and Memos." An example of this form can be found in Section 24.

4.3 Rules

Note that co-owners are responsible to ensure that their guests and family members follow all of the Association's Rules and Regulations. This is especially true when it comes to pets on the common elements.

- A. The pet shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. See Master Deed Article 6, Section 6.3.
- B. No savage or dangerous animal shall be kept.
- C. No pet/animal shall be permitted to run loose upon the Common Elements and shall not be left unattended including detention pond area. Per Northville Township code 53-5:
 - i. **"No person owning, possessing or harboring any dog shall permit said dog to go beyond the premises of said owner except when held securely on a leash of suitable strength and length by the owner thereof or other person capable of restraining the actions of the dog or when confined securely in a shipping receptacle or closed automobile."**
- D. Pet owners shall immediately remove pet droppings from the Common Elements including detention pond areas.
- E. A co-owner shall not commercially breed any animal or pet.

4.4 Co-owner's Obligation to Indemnify

The co-owner pet owner shall be responsible for reimbursing the Association for any costs it incurs as a result of any damage to the Common Elements by the animal or pet. The co-owner pet owner shall also indemnify, defend (with legal counsel approved by the Association), and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such an animal on the Condominium property. See Northville Township code 53-6.

5. Antennas and Satellite Dishes [BOARD APPROVAL REQUIRED]

- 5.1 Board approval is required for installation of any type of antenna not mounted on the upper side of the deck flooring or installed within the unit or limited common area within the exclusive use of the unit co-owner to which the area is located.

A request for installation of an antenna, as defined below, must be submitted to the Board of Directors with a description of the installation that includes location, method of attachment, building entry point, and the dish/wire color.

Any installer, including the co-owner, shall provide proof of insurance to the Board, with a minimum of \$1,000,000 liability coverage, and proof of worker's compensation.

- 5.2 Types of Antennas Allowed, with Board Approval:

- A. An antenna that is used to receive broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite must be one meter (39.4") or less in diameter.
- B. An antenna that is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite must be one meter (39.4") or less in diameter or diagonal measurement.
- C. An antenna that is used to receive television broadcast signals.

NOTE: "Fixed wireless signals" means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Fixed wireless signals do not include, among other things, AM radio, FM radio, amateur "HAM" radio, Citizen's Band (CB) radio, and Digital Audio Radio Service (DARS) signals.

5.3 Location

Dishes must be placed in the most inconspicuous place possible while still receiving an acceptable signal. Most preferred (a) to least preferred (e) are:

- a) In the attic
- b) Under the roof soffit
- c) On the roof hidden behind the chimney
- d) On the roof
- e) On the side of the unit

5.4 General Guidelines

- A. No antenna shall be installed which creates interference with reception of signals by other co-owners.
- B. A co-owner may install no more than one antenna.
- C. All installations shall be completed so they do not create a safety hazard to humans, cause material damage to any General or Limited Common Elements, void any warranties of the Association or other co-owners, or in any way impair the integrity of the Association structure.
- D. The Association shall be entitled to employ a qualified expert of its own choosing, at co-owner's expense, to evaluate the proposed installation and the opinion of the co-owner's expert.
- E. For dishes/antennas attached to the side of the building, all cabling must be approved for outside exposure and secured with clamps at mortar joints. A drip loop should be used where the cable enters the building wall.
- F. The dish and cable must be gray, brown, or black in color.

5.5 Maintenance

Co-owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Co-owners shall be responsible for antenna maintenance, repair, painting and/or replacement. Co-owners who install or maintain antennas are responsible for all associated costs including, but not limited to, the cost to:

- A. Install, replace, repair, maintain, and move or remove antennas.
- B. Repair damage to any property caused by antenna installation, maintenance, or use.
- C. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use.
- D. Restore antenna installation sites to their original condition.

If the antenna becomes detached, co-owner shall remove or repair such detachment within 72 hours of the detachment. The Association may remove an antenna at the

expense of the co-owner if, in the Board's sole discretion, it is determined that the antenna causes a safety concern and/or possible damage to the General or Limited Common Elements.

5.6 Installation by Tenants

These rules shall apply to tenants. Tenants desiring to install antennas shall obtain prior written permission of the Unit co-owner. A copy of this permission must be furnished with the notification statement.

6. Awnings [BOARD APPROVAL REQUIRED]

- A. Awnings must be retractable and of a cantilever design with no vertical support posts.
- B. Awnings must be **one color** compatible with the building trim color.
- C. Awning support framing must be hidden in the retracted position and made of rust resistant material.
- D. All electrical cables, if any, must be concealed or firmly secured to the building. All electrical work must meet residential building electrical codes.

7. Building Architecture

Alterations and modifications are subject to the requirements specified in the Association's Bylaws (Reference: Article 6, Section 6.2). See Section 24 for an example of an Architectural Modification Request Form.

8. Decks

8.1 Co-owner Responsibility

Co-owner responsibilities for decks and appurtenant structures are specified in the Master Deed, Article 4, Section 4.3 (Reference 4.3.1.2 - Patios, Porches, and Decks).

8.2 Deck Color/Wood Replacement

The proper maintenance and refinishing of all decking and stairways are responsibilities of the Co-owner.

Decks, related stairways and railings must be refinished using an accepted "natural color tone" stain. These areas were originally stained with Cuprinol Oil Base stain in Natural Tone which is no longer available. It is recommended that a semi-transparent penetrating type stain be used that is similar to such brand name

products such as Total Wood Preservative (TWP) in "Cedar Tone Natural", Olympic "Natural Cedar", or Behr "Cedar Naturaltone."

Wood replacement must be of like wood material, generally cedar and treated wood. Composite materials such as Trex brand in "Saddle" color and Weyerhaeuser brand in Choice Dek "Redwood-Sequoia" have been approved for replacement of wood decking. **All other brands/materials/colors require Board approval.**

8.3 Area Beneath Decks

Absolutely **NO ITEMS OF ANY DESCRIPTION** may be placed, stored or suspended underneath a deck **unless** pavers are installed per these Rules and Regulations in accordance with the Association Bylaws (Reference: Article 6, Section 6.5) except as noted below:

- A. Swings - one wooden adult size swing (no children's swings) stained to match the natural wood-tone color of the decking may be suspended underneath a raised deck **ONLY** if brick pavers have been previously installed.
- B. NO lattice or any other type material for screening purposes is permitted.
- C. Stone retention or edging methods are permitted only upon **Board approval** after submitting a Modification Request Form.
- D. Only small size stones (float stone) on Visqueen are permitted in this area. Pea stone or gravel is not acceptable. Brick pavers, to construct a patio in accordance with Section 4 are permitted.

9. Driveway Extensions [BOARD APPROVAL REQUIRED]

Both the driveway and the approach may be widened 16" minimum to 24" maximum, equally at each side, and extend the full length of both sides of the driveway and approach. Brick pavers must be used with a suitable base as described for paver patios (Reference 19.4).

10. Invisible Fences

Invisible fences are prohibited.

11. Front Entrance Storm Door

A storm door at the front entry door must have full glass and brass hardware to match existing hardware on the entry door. The storm door color must closely match the building trim or front entrance door color.

12. Flags

An American flag may be displayed by co-owners on their unit. Board approval is not required provided the following conditions are met:

- A. Flags shall be removable and shall NOT exceed three (3) feet by five (5) feet.
- B. A rust-resistant bracket (holder) must be used and securely fastened, preferable to wood.
- C. Flags shall be well maintained and kept in good repair by co-owner.
- D. Free standing flag poles embedded in the ground are NOT permitted.

13. Landscaping [MODIFICATION FORM WITH WRITTEN BOARD APPROVAL
REQUIRED FOR LANDSCAPE ALTERATIONS]

13.1 Approved Planting

Each co-owner may plant, per Bylaws, flowers only in the General Common Element planting area in front of the Co-owner's Unit, per Article 6, Section 6.12 of the Bylaws. Such plantings shall not replace existing landscaping. The Association and its contractors shall not be responsible for any damage caused to such plantings in the course of daily maintenance of the common areas.

Garden beds can also be added to the back of the condo Unit, around patios, decks and from the rear of the chimney to the deck. These beds are **not to exceed 4'** from the condo Unit, patio edge or deck edge without Board approval. Either **ANNUAL** or **PERENNIAL** type flowers can be planted in these beds.

The following restrictions and requirements apply to any additional landscaping:

- A. No fruits and/or vegetables are allowed.
- B. No climbing plants are permitted next to the building.
- C. No trees are allowed other than ornamental trees less than 10 feet at maturity.
- D. The layout of the additional landscaping must be such as to not impede lawn maintenance.
- E. The added landscaping cannot impede the sprinklers from watering the area of grass covered by that sprinkler prior to the added landscaping.
- F. The co-owner is responsible to have sprinkler heads moved, if necessary, at co-owner's expense. After movement or re-direction of the sprinkler heads, sprinklers must adequately cover the grass.
- G. The co-owner shall be responsible to the Association for any damage to the Common Elements, including utilities, in creating and maintaining the additional landscaping.

- H. The added landscaping must be properly maintained by the co-owner. The co-owner shall be solely responsible for any weeding, trimming, planting, and mulching.
- I. If the co-owner fails to properly maintain the additional landscaping, the Association, upon thirty (30) days written notice to the co-owner, can maintain the additional landscaping area and /or restore all or part to its original state at the co-owner's expense.
- J. All mulch used in the additional landscaping must match the mulch used in the other Common Elements. Mulch is to be of high quality Grade A hardwood (either maple or oak) shredded bark with no more than 10% by-product. Mulch is to be natural color and not dyed. The material must be free of foreign materials including being free of soil and weeds.
- K. Ponds are prohibited.
- L. Planting area edging - see 13.2 below.

The Association is not responsible for any damage or loss whatsoever to the additional landscaping/garden beds and plantings.

The Board reserves the right, in its sole discretion, to require removal or modification of any garden or other additional landscaping which it deems to detract from the overall appearance, beauty and attractiveness of the community.

13.2 Additional Landscaping **[BOARD APPROVAL REQUIRED]**

Board approval is required for any landscape plan which exceeds the 4' depth restriction and if allowed, is subject to the above restrictions and requirements set out in 17.1. The co-owner must submit a diagram of the proposed additional landscaping (including edging), including measurements of the existing and proposed landscaping, location of existing sprinkler heads, and any proposed changes to be made to the sprinkler system.

Additionally, deciduous trees and evergreens may be added in the General Common Element lawn area outside the 4' limit with the following requirements and restrictions:

- A. Co-owners must complete a Tree Modification Request Form and a Tree Modification Co-Owner Acknowledgment Form for any deciduous tree and evergreen planting. See Section 24 of this package for examples of forms.
- B. No "boxing in" of side/backyards along imaginary "unit lot lines."
- C. Where units are back-to-back, planting(s) should be in some proximity to the "centerline" of the commons area (note - this is not to say that smaller ornamental trees would not be permitted closer to a co-owners unit).
- D. Where units back to a wooded area, co-owners would not be permitted to advance the tree line closer to the unit.
- E. Tree sizes must, at a minimum, be no smaller than the following size specifications: deciduous trees 3.0" diameter; evergreens 8' high.
- F. Co-owners would need to clearly delineate spray patterns of all sprinklers affected by

the proposed planting(s) so that there would be no negative impact on the area of the planting(s). Co-owners would be required to move or add sprinklers, at their cost, to ensure that no negative impact would occur.

- G. Co-owners would be required to contact "Miss Dig" to mark the location of all potentially affected underground utilities.
- H. Co-owners would be required to contact adjacent co-owners (specific co-owners to be determined by the Board) to review the proposal with them and to obtain their signature that they have seen the proposal (note: this review does not give an individual co-owner veto power).
- I. All damage caused to the common elements is co-owner responsibility.
- J. Once planted, the tree or evergreen becomes the property of the Association who will maintain the planting as part of the total common element maintenance.
- K. If the tree or evergreen dies within the first two years of planting, removal and replacement is co-owner responsibility. If replaced, it shall be replaced with the same variety and at least the same size as originally approved. A new modification request shall be submitted for any changes or replacements that differ from the originally approved modification.
- L. The Board, at its discretion, may establish a listing of approved deciduous tree and evergreen varieties, consistent with and complementary to existing tree and evergreen varieties.
- M. Approved modifications must be completed within one year of approval or as specified on the approved modification form.

13.3 Landscaping Activities **Not Permitted**

Management of the general common grounds, being all areas outside of each condominium not assigned to each unit (patios and decks), is the responsibility of the Association. Such activities as cutting of lawns, fertilization of the grounds, cutting or trimming of trees or shrubs and altering the irrigation system by co-owners is not permitted. Such activities by co-owners are a violation of the Condominium Documents and shall be subject to a fine.

14. Exterior Lighting [BOARD APPROVAL REQUIRED - - - with exception]

14.1 Building Light Fixtures

No co-owner shall modify or change exterior building lighting fixtures in accordance with the Association's Master Deed (Reference: Article 4, Section 4.1, Item 4.3.1.6) as amended on October 5, 2001.

However, the exterior lights at the garage door and front entry door may be modified with sensor detectors or photo-electric cells. The exterior light at the rear building wall may also be modified as described above or may be replaced with a sensor or photo-electric light fixture. **Board approval is not required for these lighting changes.**

Such lighting modifications must be properly directed and not be objectionable to adjacent co-owners.

Any additional exterior lighting fixtures require Board approval.

14.2 Landscape Lighting and Sensor Lights

- A. Only low voltage (12 Volt) or solar lights may be used to illuminate walkways, building exterior and address numbers. The only place that these lights are permitted is in the planting beds adjacent to the unit. Wiring should not be visible or create a trip hazard. Lights cannot be placed in lawn areas which would interfere with lawn maintenance or around the base of trees.
- B. Such lighting added in beds adjacent to walkways shall be set at least one (1) foot from the edge of the walkway.
- C. Sensor lights may be installed for added security at doorways, door walls, stairways, and walkways. Such lighting must be properly directed and not be objectionable to adjacent co-owners.
- D. Plans must be submitted to show location, color and the wattage per light, all of which are subject to Board approval.
- E. The Association is not responsible for any damage to Co-owner installed exterior lighting which results from maintenance of common areas, whether limited or common.
- F. The co-owner is responsible for any damage to Common Elements as a result of installation of any Co-owner installed exterior lighting.

14.3 Lamp Post Front Yard Lighting – (BOARD APPROVAL REQUIRED)

One low voltage lamp post light may be used to illuminate the entrance to the unit driveway.

- A. The lamp post shall be located four (4) feet inside the public walk and
 - Ranch units - four (4) feet to the outside from the driveway
 - Cape units – four (4) feet to the inside from the driveway
 - Cul-de-sac Ranch units with less than 8 feet from driveway to adjacent driveway shall be centered between the two drives
- B. The lamp fixture shall be Model #Z455 made by Craftman and the lamp post and fixture shall be matte black in color. An alternate fixture shall be decided by the Board of Directors in the event that the specified model is discontinued.

- C. Lamp post installation shall be performed by an Association approved contractor at co-owner expense, with all arrangements made through the management company.
- D. Lamp post maintenance is co-owner responsibility. The Association shall have the authority to remove lamp posts that are not maintained at co-owner expense.

15. **Outdoor Furniture, Grills, Flower Pots, and Garden Hoses**

- 15.1 Outdoor furniture and grills are ONLY permitted on decks and patio areas. These items may also be placed under a raised deck ONLY if that area has been previously converted to a brick paver patio (See Patios, section 19.2).
 - A. Grills may be stored inside a garage but the propane tanks MUST be stored outside either on the deck or deck stairway.
 - B. No outdoor furniture or grills of any description may be left unattended upon the General Common Elements.
 - C. Covers for these items must be either solid white, neutral, black, or dark green.
 - D. The co-owner will be responsible for any damage caused by any such items becoming air-born due to storm or wind conditions.
- 15.2 A reasonable number of decorative planters/flower pots containing attractive flowers or greenery are permitted on decks, patios, porches and planting areas. Such items are NOT permitted on driveways, walkways, sewer covers or on grassy areas. These items are limited to a maximum of 24" in height. Exceptions to this height restriction require the submission of a Modification Request Form.
- 15.3 Installation of window flower boxes are permitted only on the windows of a unit which face the street following approval of a Modification Request.
- 15.4 Garden Hoses
 - A. It is recommended that hoses be stored inside from November 1st to April 1st.
 - B. Must not be stored underneath or be suspended from a deck.
 - C. Must not be left on grassy areas.
 - D. Must be disconnected when not in use due to a potential health hazard.
Note: Quick disconnect devices are readily available at garden supply stores which make this task very easy and convenient.

E. Allowable locations for placement of portable hose reels are:

1. Capes and ranches with hose bib (faucet) located between front corner of building and chimney - these units must place their hose storage devices in the already existing planting areas.
2. Capes and ranches with hose bib located between chimney and rear corner of building - these units are to place a hose storage device either in the co-owner installed planting area adjacent to the hose bib OR if no such planting area has been installed, the device is to be placed on a stone pad consisting of four (4) one foot square patio stones. This pad must:
 - a. Have a final dimension not to exceed two feet x two feet.
 - b. Be adjacent to the unit in the area of the hose bib.
 - c. Be installed flush to ground level so that lawn equipment can pass over them.
 - d. Be kept in good repair.
3. Metal or plastic hose hanging brackets which require attachment to the building brickwork are not allowed. Those units which have such a bracket already in place are "grand-fathered" and will be allowed to retain them provided they are kept in good repair.

15.5 The Board reserves the right, at its sole and absolute discretion, to require removal of any item on the General or Limited Common area which it deems to detract from the over all safety, appearance, beauty and attractiveness of the community.

16. Outdoor and Garden Items

Ornamental garden items are only permitted within existing planting areas adjacent to the Units from the chimney back to the rear corner and across the back of the unit. They are **not** permitted on lawns or in planting areas in front of a unit. All ornamental items must be kept in good repair. Damaged or worn objects must be repaired or removed.

Co-owner will be responsible for the cost to repair any damage caused by the installation of ornamental items or any damage caused by said items becoming airborne due to storm or wind conditions. The Association is not responsible for any damage to ornamental garden items which occurs during maintenance by contractors engaged by the Association to work on the General or Common Elements.

Although Board approval is not required prior to the installation of any ornamental garden item, the Board reserves the right, at its sole and absolute discretion, to remove any such item which it deems to detract from the overall appearance of the community, inhibits access by service contractors, or poses a safety hazard.

The maximum height and width of an ornamental garden item shall be 24" unless otherwise specified below. Color should be neutral or natural tones of brown, green or gray.

Examples of ornamental garden items are as follows:

- Bird baths are permitted provided they do not create a nuisance or unsightly condition. They may not exceed 36 inches.
- Small decorative fountains are permitted provided they do not exceed 36 inches in height and width and do not create noise offensive to adjoining units.
- Shepherds' hooks are permitted and may exceed the 24" height restriction.
- Statuary and decorative boulders.
- Trellis' are to be free standing and may exceed the 24" height restriction. They must NOT be attached to the building or deck.
- Weathervanes are permitted and may exceed the 24" height restriction.
- Windchimes may be permitted with the permission of neighboring units. Windchimes offensive to neighboring units shall not be permitted.
- No decorative item may be permanently attached to building brickwork without written Board approval.

17. Outdoor Jacuzzi/Hot Tub

Outdoor Jacuzzis or hot tubs are prohibited.

18. Parking

No parking shall be allowed on any grass or landscaped areas. Damage to lawns or sprinkler systems incurred by Co-owners and their guests will be the responsibility of the Co-owner.

Per Woodlands South Association Bylaws (Section 6.7), no recreational vehicles, commercial vehicles, cargo trailers, boats and/or trailers, snowmobiles and/or trailers shall be parked overnight or stored on the Common elements. Motorized recreational vehicles may be parked on the street in front of or near a unit (not in a fire lane) for 24 hours only for cleaning, loading or unloading, etc.

Vehicles are not to be parked on streets prior to or during a snowstorm which would prevent access of snow removal equipment. The Woodlands South Association or any Association contractor will not be responsible for damage incurred to vehicles parked on a street during snow removal conditions.

Vehicles are NOT to be parked on a driveway so that they block the sidewalk.

19. **Patios** [BOARD APPROVAL REQUIRED]

19.1 General

The following brick paver patio guidelines apply to normal grade level conditions. The guidelines do not apply to raised patios wherein special conditions may exist. If such conditions exist, the co-owner should consult with their contractor, brick manufacturer, building codes, etc. The Association reserves the right to inspect all phases of construction and also upon completion.

It is the co-owner's responsibility to assure construction completion with thirty (30) days following approval. Also, said co-owner will assure that all Common Elements will be restored to their original condition on a timely basis.

The design, color and square footage of the paver patio is to be submitted for approval to the management company. The design submission (normally prepared by the contractor) must include applicable dimensions and square footage, patio location relative to building, stairways, and sprinkler heads, which may have to be moved at co-owner's expense.

Co-owner is responsible to have sprinkler heads moved, if necessary at co-owner's expense. After movement of the sprinkler heads, sprinklers must cover areas of the grass that were covered before the patio was installed.

19.2 Patio Beneath Decks

If grade conditions permit, a paver patio may be located beneath the wood deck, such paver area being in addition to size as specified in 4.3. If brick pavers are installed, ONLY grills and summer patio furniture may be located on this surface beneath the deck. This means NO other storage.

19.3 Patio Specifications

Only brick pavers can be used and the patio size shall not exceed **300 square feet**, excluding walkways, per Unit.

19.4 Patio Base

All paver patios must be constructed on a suitable base. The base shall consist of 4" to 5" of crushed limestone 21 AA aggregate with a leveling course of 2" thick slag sand base. Base materials shall be suitably compacted per manufacturer's recommendations.

19.5 Patio Edging

The slag sand base shall be held in place by a triangular-shaped cement edging or plastic edging staked in place and specifically designed for use with paver patio installations.

19.6 Patio Slope

Paver patios shall have a one (1) inch minimum pitch for every eight (8) feet of distance for surface drainage away from the building structure.

19.7 Gutter Down-spouts at or near Patio

Down-spouts shall not interfere with building grade. Down-spouts from building gutters should not discharge onto the patio. Down-spouts should discharge to a 4" PVC pipe buried underground and exit to the lawn area by use of a green colored 4" PVC cap. Under some conditions, the 4" PVC pipe can be extended to discharge into wooded areas.

20. Welcome Plaques

Welcome plaques and decorative wreathes (see Section 23 regarding seasonal wreathes) may be installed near the main entry door and within the entry porch. Board approval is not required provided such items are in good taste and reasonable in size (generally, no larger than 18" X 18").

21. Screened-In Porches [BOARD APPROVAL REQUIRED]

21.1 Co-owner Responsibility

Co-owner responsibilities for decks and appurtenant structures are specified in the Master Deed, Article 4, Section 4.3.1,2.

21.2 Exterior Colors

The exterior of the screened-in porch may be a natural tone (originally stained with Cuprinol Oil Base Stain - Natural Tone which is no longer available - refer to

Section 6.2 for acceptable natural tone colors and products) or painted to match the trim of the co-owners Unit. However, the stairway and rails must remain the natural tone.

21.3 Exterior Door

Doors to the screened-in porch may be white, black or match the building trim color. Doors may include features such as self-storing screens and insulated glass.

21.4 Replacing Screens with Windows

Screens may be replaced with single or double pane "storm" windows as follows:

- A. Replace screens with non-movable glass that does not change the appearance of the window
- B. Replace screens with sliding glass "storm" windows (single or double panes). Double hung, crank-out casement or awning type windows may NOT be used.
- C. The exterior frame color of the sliding glass windows must be white to match existing white building windows.
- D. The framework of the sliding window may be painted aluminum, vinyl, or wood with an exterior aluminum cladding.
- E. Associated screening for the sliding windows must cover the entire window.
- F. Only clear glass is permitted - no muntins.

21.5 Winterizing Screened-In Porch

Screens may be removed during the winter months. Clear Plexiglas sheeting may be used for cold weather protection.

21.6 Adding a Screened-In Porch

RANCH Style Unit - A screened-in porch may be added to a ranch style condominium. The overall design and size must be consistent with screened-in porches originally built by Pulte as can be observed throughout the community. Board approval and building permits are necessary requirements prior to construction.

CAPE Style Unit - Screened in porches may be considered for cape style condominium units subject to both Northville Township AND Board approval. Such addition shall not obstruct the view from/of neighboring units and shall be consistent with ranch style porch additions where permitted.

22. Entrance Porch Railings [BOARD APPROVAL REQUIRED]

Entrance porch railings are permitted when needed for residents experiencing difficulty in managing the entrance stairs. Railings shall be commercially manufactured and professionally installed and firmly anchored from the porch floor to the sidewalk at a standard code height. The color of the railing shall be grey, white, tan, or a color matching the unit siding. Installation, maintenance, and repair shall be co-owner responsibility. Any damage to the common elements shall be co-owner responsibility. An approved modification request is required prior to installation.

23. Rubbish/Trash

Trash collection is currently scheduled weekly on Wednesday mornings.

- A. The red plastic bins are for recyclable materials only. Regular garbage containers are the Co-owners responsibility. All yard refuse must be contained in bags designated for yard waste disposal.
- B. Trash must not be set out prior to 6:00 p.m. the night before pick up. If trash containers are used, they must be returned to their storage location (garage) the same day as pick up.
- C. All trash should be in **closed and secured** containers or tied bags to keep animals and wind from stewing trash throughout the complex.
- D. Trash should not be placed on grassy areas to prevent damage to the lawn or sprinkler heads. Containers are also not to be placed in the street.
- E. All trash must be kept inside the garage until pick up.
- F. It is advisable to mark your house number on your containers for easy identification after a windstorm.

24. Signage and Garage Sales [BOARD APPROVAL REQUIRED FOR SIGNAGE]

A. Signage

Per Article 6, Section 6.9 of the Bylaws: "No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without **written** permission from the Board of Directors."

- 1. The criteria for Board Approval are as follows:

- One “For Sale” sign, of a reasonable size, is permitted in the window of the Unit only. Open house and directional signs are permitted on the day of the open hours, only during the hours that the agent is present.
- Event signage, such as garage sales/estate sales/parties are permitted on the day and hours of the actual event.
- One small sign indicating that a Unit is protected by an alarm system is allowed to be placed in planted areas only.

2. The following signs are strictly prohibited:

- Political and advertising signs.
- “For Rent” or “For Lease” signs.
- Any type of electric sign.
- Any type sign attached or suspended from a free standing post, decorative or otherwise.

3. The Board reserves the right, at its sole and absolute discretion to remove any signage which it deems to detract from the overall appearance, beauty and/or attractiveness of the community. Such removal shall be at Co-owner expense.

B. Garage Sales

Two garage sales per unit per year shall be permitted. The “All Community Garage Sale”, usually done in May or June of each year, shall count as one garage sale of all units, whether said unit participates in the sale or not. The second garage sale may be at any time during the year, one time, no longer than three days, and shall comply with all local municipal requirements.

25. Forms/Maintenance Matrix

- Modification Request Form
- Architectural Modification Request Co-Owner Acknowledgment Form
- Tree Modification Request Form
- Tree Modification Co-Owner Acknowledgment Form
- Pet Registration Form
- Report of Alleged Violation
- Maintenance Matrix

Adopted by the Board of Directors on :

Distributed to Co-owners on:

Revision Dated: April 15, 2009

04/09/09

**WOODLANDS SOUTH CONDOMINIUM ASSOCIATION
Modification Request Form**

(Approval of the Board of Directors is required prior to the commencement of any modification.)

Co-Owner Name: _____ Phone #: _____

Address: _____ Lot _____

Requested Modification and Designated Committee:

Architectural Control Committee

- _____ Structural
- _____ Patios
- _____ Screened-in Porches
- _____ Driveway Extensions
- _____ Exterior Lighting
- _____ Antennas (including Satellite Dishes)

Grounds Committee

- _____ Landscaping

Rules and Regulations Committee

- _____ Signage

Please submit this form to the current Chairperson of the Designated Committee. Thank you.

Explanation of Modification:

If applicable, a picture or sketch must be included with this form.

The work will be performed by: _____

The work will be completed by: _____

Please read the following closely before signing:

1. All applicable codes and regulations will be followed and all necessary permits will be obtained at my expense.
2. I have read all applicable sections of the Bylaws and understand the same.

04/09/09

- 3. All maintenance to this modification will be performed at my expense.
- 4. I understand that, should any legal regulatory agency require, at any time in the future, modifications to this variance, they will be done at my expense.
- 5. I will pay any maintenance costs incurred by the Association as a result of this modification.
- 6. I understand it is my responsibility to advise future assigns or owners of this Unit of their responsibility for this modification.
- 7. I hereby certify all of the above information is truthful and accurate.

Signature of Co-owner:

_____ Date: _____

Approved with Conditions: _____

Approved By: _____ Date: _____
Board Member Signature

Denied:

04/09/09

**Woodlands South Condominium Association
Modification Request
Co-Owner Acknowledgement**

- A. The Co-Owner acknowledges, understands, and agrees that:
1. The Association shall not be responsible in any way to any person (including, without limitation, the co-owner, the other co-owners in the condominiums or their mortgages, any contractors, any public authorities or any person entering upon the condominium premises) in connection with any modifications made pursuant hereto;
 2. further, the Association has not represented or warranted and does not hereby represent or warrant to the co-owner that the co-owner is entitled under the Condominium Documents of The Woodlands South Condominiums or otherwise to make the modifications for which consent is hereby requested, and any consent hereunder is given in good faith in the belief that the Association is authorized, in its discretion, to do so under the Condominium Documents and Michigan law;
 3. further, the co-owner, on acknowledging the foregoing, understands and agrees that all such modifications shall be installed and will be thereafter maintained at the co-owner's sole risk and expense and that the Association shall have no liability whatever to the co-owner or to any other persons for any mistake in judgment in giving consent hereunder;
 4. further, in pursuance of the foregoing, the co-owner agrees to indemnify the Association for any costs, damages or liabilities which it may incur as a result of any such modifications made by the co-owner including, without limitation, any attorneys' fees or court costs occasioned thereby. Any monetary liability of the co-owner to the Association arising under this instrument shall be collectible by the Association from the co-owner in the same manner as any expense of administration may be collecting under the Bylaws and other Condominium Documents of The Woodlands South Condominiums.
- B. The co-owner understands and agrees that all costs of installation and modifications as well as all continuing costs of maintenance, repair and replacement of modifications and improvements made hereunder and all property damage and liability insurance coverage and premiums relative thereto shall be at the sole cost and expense of the co-owner, and his and/or her successors and assigns; subject, however, to all reserved rights of the Association with regard to administration of the condominiums as set forth herein and in the Condominium Documents.

04/09/09

C. It is acknowledged and agreed that any consent granted hereunder is given by the Association upon the express understanding that the co-owner and his and/or her successors and assigns will, at all times, abide by and fully person the foregoing conditions.

Modification Requested:

Unit _____

Co-Owner's Signature

Date _____

Co-Owner's Signature

WOODLANDS SOUTH CONDOMINIUMS
Tree Modification Request Form

Approval of the Board of Directors is required prior to the commencement of any modifications. This form must be accompanied by the Woodlands South Condominiums Tree Modification Request Co-owner Acknowledgement and the Tree Modification Layout.

Co-Owner Name: _____ Phone #: _____

Address: _____ Lot #: _____

Requested Modification: _____

Specific details of Modification with picture and characteristics of tree and Tree Modification Layout (see accompanying template):

The work will be performed by:

The work shall be completed by: _____

Please read the following closely before signing.

1. All applicable codes and regulations will be followed and all necessary permits will be obtained at my expense.
2. I have read all applicable sections of the Bylaws and Rules and Regulations and understand and will follow the same.
3. All costs associated with this modification will be my (co-owner) responsibility.
4. Miss Dig shall be called prior to any work performed under this agreement.
5. All damage caused to the common elements is co-owner responsibility
6. Once planted, the tree or evergreen becomes the property of the Association, who will maintain the planting as part of the total common element maintenance
7. If the tree or evergreen dies within the first two years of planting, removal and replacement is co-owner responsibility. If replaced, it shall be replaced with the same variety and at least, the same size as originally approved;
8. I hereby certify all of the above information is truthful and accurate.

Signature of Co-Owner: _____ Date: _____

Please submit to the Chairperson of the Tree Committee.

Approved with Conditions: _____

Approved By: _____ Date: _____
Board Member Signature

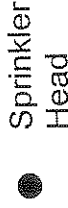
Denied: _____

Mark Locations

KEY



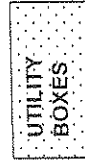
NEW TREE



Sprinkler Head



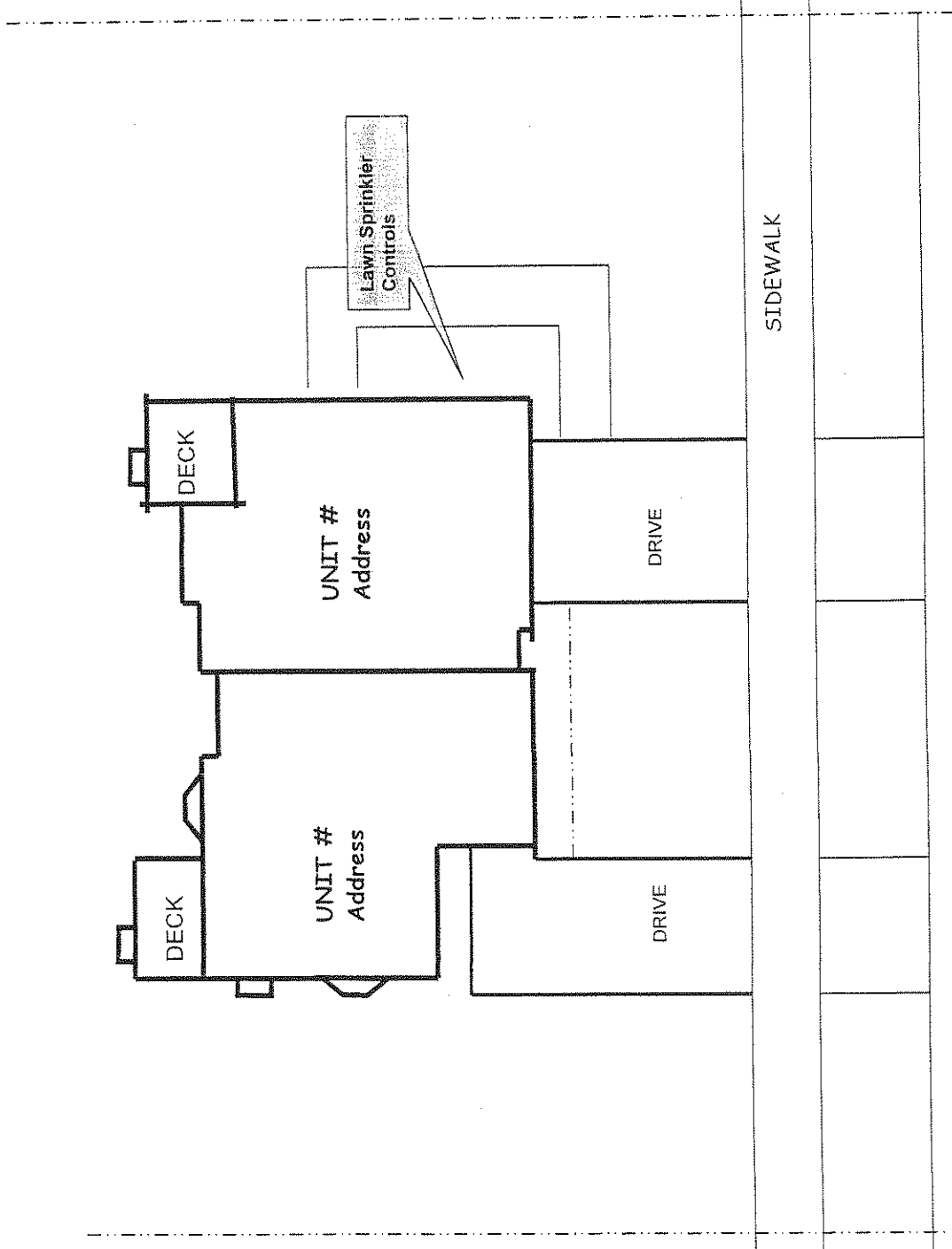
EXISTING TREE



UTILITY BOXES



DRAIN



STREET

Name:
Submitted Date:

Tree Modification Form

WOODLANDS SOUTH CONDOMINIUMS
Tree Modification Request
Co-Owner Acknowledgment

- A. The co-owner acknowledges, understands and agrees that:
1. the Association shall not be responsible in any way to any person (including, without limitation, the co-owner, the other co-owners in the condominium or their mortgages, any contractors, any public authorities or any person entering upon the condominium premises) in connection with any modifications made pursuant hereto;
 2. further, the Association has not represented or warranted and does not hereby represent or warrant to the co-owners that the co-owner is entitled under the Condominium Documents of the Woodlands South Condominiums or otherwise to make the modifications for which consent is hereby requested, and any consent hereunder is given in good faith in the belief that the Association is authorized, in its discretion, to do so under the Condominium Documents and Michigan law;
 3. further, the co-owner, on acknowledging the foregoing, understands and agrees that all such modifications shall be installed and will be thereafter maintained at the co-owner's sole risk and expense and that the Association shall have no liability whatever to the co-owner or to any other persons for any mistake in judgment in giving consent hereunder;
 4. further, in pursuance of the foregoing, the co-owner agrees to indemnify the Association for any costs, damages or liabilities which it may incur as a result of any such modifications made by the co-owner including, without limitation, any attorneys' fees or court costs occasioned thereby. Any monetary liability of the co-owner to the Association arising under this instrument shall be collectible by the Association from the co-owner in the same manner as any expense of administration may be collecting under the Bylaws and other Condominium Documents of the Woodlands South Condominiums.
 5. the Association may hereafter make, establish and amend rules, policies or Condominium Documents of uniform application to all co-owners and which may have retroactive impact upon the installation and maintenance of the modification contemplated hereby. Co-owner shall not hereby obtain any vested rights to maintain such modifications in perpetuity after installation and the authorization granted hereby shall constitute only a temporary license revocable or amendable by the Association at will, so long as any action by the association with respect thereto is of uniform effect on all co-owners. Any such rules, policies or other amendments may be prompted by changes in technology or subsequent factual discretion of the Association in modifying or revoking the temporary license granted hereby. The Association shall have no liability to co-owner or any successors or assigns of co-owner, monetary or otherwise, for any subsequent modification or revocation of this temporary license.
- B. The co-owner understands and agrees to all costs of installation and modifications as well as all continuing costs of maintenance, repair and replacement of modifications and

improvements made hereunder and all property damage and liability insurance coverage and premiums relative thereto shall be at the sole cost and expense of the co-owner, and his/and or her successors and assigns; subject, however, to all reserved rights of the Association with regard to administration of the condominiums as set forth herein and in the Condominium Documents.

- C. It is acknowledged and agreed that any consent granted hereunder is given by the Association upon the express understanding that the co-owner and his/and or her successors and assigns will, at all times, abide by and fully person the foregoing conditions.

Modification Requested

Unit: _____ Co-owner's Signature: _____

Date: _____ Co-owner's Signature: _____

The co-owner must contact the following units to determine if the requested modifications to the commons area cause any problem for a resident. However, the final approval for this action still rests with the Association.

I have reviewed the proposed changes and am in agreement that it will enhance the commons area.

Unit #: _____ Signature: _____ Date: _____

Unit #: _____ Signature: _____ Date: _____

Unit #: _____ Signature: _____ Date: _____

Unit #: _____ Signature: _____ Date: _____

Unit #: _____ Signature: _____ Date: _____

Unit #: _____ Signature: _____ Date: _____

3/19/2004

WOODLANDS SOUTH CONDOMINIUM ASSOCIATION PET REGISTRATION FORM

Up to 2 Cats or 1 Dog up to 50 lbs. is allowed <u>without</u> Board approval.	I am seeking Board approval for: extra animal _____ large animal _____ Board Member: _____	Board approval granted _____ Board approval denied _____ Dated: _____
--	--	---

Co-Owner(s) name(s): _____ Unit # _____

Address: _____ Telephone numbers: _____

(1) Name of Pet: _____ Breed: _____ Color: _____

Weight: _____ Age/Birth Date _____

(2) Name of Pet: _____ Breed: _____ Color: _____

Weight: _____ Age/Birth Date _____

(3) Name of Pet: _____ Breed: _____ Color: _____

Weight: _____ Age/Birth Date _____

I/We represent to the Board that none of the above animals are savage or dangerous to humans and I/we will not keep such an animal in our condominium.

I/We agree to abide by the following rules:

1. I will exercise care and restraint over my pet(s) so that the pet will not be obnoxious on account of noise, odor or unsanitary conditions.
2. I will not allow my animal to run loose upon the Common Elements.
3. My animal will at all times be attended by a responsible person while on the Common Elements.
4. I will obtain a license and vaccination(s) for my pet in accordance with Northville Township requirements.
5. I understand that I am responsible for reimbursing the Association for any costs it incurs as a result of any damage to the Common Elements by my animal or pet.
6. I will indemnify, defend (with legal counsel approved by the Association), and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of my animal or pet on the Condominium property.
7. I will not use my Condominium Unit to commercially breed my animals.

Co-owner(s) signatures: _____ Dated: _____

Return completed form to: Woodlands South Condominium Association, C/O Current Management Co.

Report of Alleged Violation

INFORMATION REGARDING ALLEGED VIOLATION		
Name of Association		
Description of Alleged Violation		
Date of Occurrence	Time of Occurrence	
Name of Co-owner Where Alleged Violation Occurred		
Address of Occurrence	Bldg.#	Unit #

REPORTED BY			
Any notices to the alleged violator will not cite the name of the complainant, however you will be asked to appear at a hearing as a witness.			
Co-owner Name			
Address	Bldg.#	Unit #	Telephone
Co-owner's Signature			Date Reported

FOR OFFICE USE ONLY		
Date Received	Article	Section
Date Letter Sent	Completed By	<input type="checkbox"/> First Notice <input type="checkbox"/> Second Notice <input type="checkbox"/> Third Notice

Return this form to:

Woodlands South Condominium Association
 C/o Herriman & Associates, Inc.
 41486 Wilcox Road
 Plymouth, MI 48170-3104

734-459-5440 • Fax 734-459-0690

Woodlands South Condominium Association
Maintenance Matrix

ITEM	ASSN	CO-OWNER	COMMENTS
Air Conditioners			
Compressor		X	
Fan		X	
Awnings		X	Installation requires advance approval of Association's Board of Directors
Basement			
Cracks	X		Repaired if leaking
Drainage (perimeter)	X		
Sump Pumps		X	
Carbon Monoxide Detector		X	
Decks			
Repair/Replacement		X	
Decoration/Maintenance		X	Colored stains are not permitted; sealants and stains must be a natural tone.
Doorwalls			
Frame	X		
Glass		X	
Handles & Locksets		X	
Screens		X	
Seal		X	
Electrical			
Circuit Breakers	X		
Circuits	X		
Doorbells		X	
Fixtures/Buttons/Lights		X	
Wiring/Transformers		X	
Exterior Light Bulbs		X	
Exterior Outlets		X	
Exterior Fixtures	X		
Interior Outlets		X	
Switches & Plugs		X	
Wiring	X		
Exterior Doors			
Door Knob/Locks		X	
Jambs	X		
Outside Surface	X		
Painting/Exterior	X		
Storm Door		X	Installation requires advance approval of Association's Board of Directors
Threshold	X		
Weather Stripping		X	
Extermination			
of insects and rodents		X	Association will resolve if Co-owner proves entry occurred via a common elements construction defect or deficiency
Fire Alarm System		X	
Furnace		X	
Garages			
Doors		X	Replacement requires advance approval of Association's Board of Directors

Woodlands South Condominium Association Maintenance Matrix

ITEM	ASSN	CO-OWNER	COMMENTS
Floors	X		
Light Bulbs, Exterior		X	
Light Fixtures, Exterior	X		
Openers		X	
Springs		X	
Gutters, Downspouts & Splashblocks	X		
Landscaping			
General Commons	X		
Limited Commons			
<i>Next to Patios/Decks</i>		X	Installation requires advance approval of Association's Board of Directors
Leaks			
Basement Walls	X		Co-owner is required to provide access to poured basement wall
Gutters	X		
Roof	X		Developer to do (Pulte) unless refuses
Mailboxes & Posts	X		
Painting/Staining			
Exterior Surfaces	X		
Entry Doors (exterior surface)	X		
Garage Doors	X		
Interior Surfaces		X	
Patios			
Landscaping		X	
Light Bulbs		X	
Light Fixtures	X		
Snow Removal		X	
Structure		X	Installation requires advance approval of Association's Board of Directors
Plumbing			
Disposal		X	
Drain Clogging/Interior		X	
Leaks-Faucet/Interior		X	
Malfunction-Fixture		X	
Malfunction-Pipe		X	
Outside Spigot		X	
Sewer Backup	X		Unless attributed to owner/resident
Toilet Wax Ring		X	
Underground Pipes	X		
Water Meter	X		
Porches			
Light Bulbs		X	
Light Fixture	X		
Railing		X	Installation requires advance approval of Association's Board of Directors
Repair/Replacement	X		
Snow Removal	X		
Roofs	X		
Sidewalks			
Repairing	X		
Snow Removal	X		

Woodlands South Condominium Association
Maintenance Matrix

ITEM	ASSN	CO-OWNER	COMMENTS
Smoke Detector			
Battery		X	
Hardware		X	
Snow Removal			
From Decks		X	
From Driveways	X		
From Patios		X	
From Porches	X		
From Roadways	X		
From Sidewalks	X		
Sprinkler System (Lawn)			
Installation	X		
Maintenance	X		
Water Bill	X		
Sump Pumps		X	
Vents			
Bathroom		X	
Clothes Dryer, Exterior		X	
Roof	X		
Stove Hood		X	
Walls-Interior			
Cracks/Settling/Popping		X	
Drywall Repair		X	2006 Master Deed and Bylaw amendment makes all drywall repairs co-owner responsibility
Leak Damage		X	2006 Master Deed and Bylaw amendment makes all drywall repairs co-owner responsibility
Resident Abuse		X	
Water Heater		X	
Window Grates/Muntins/Grids		X	
Windows			
Balancing Mechanisms		X	
Caulking	X		
Frame/Exterior	X		
Glass & Glass Seal		X	
Lock & Handle		X	
Screens/Storms		X	
Sills/Interior		X	
Sticking/Won't Open		X	
Weather Stripping		X	
Window Wells	X		

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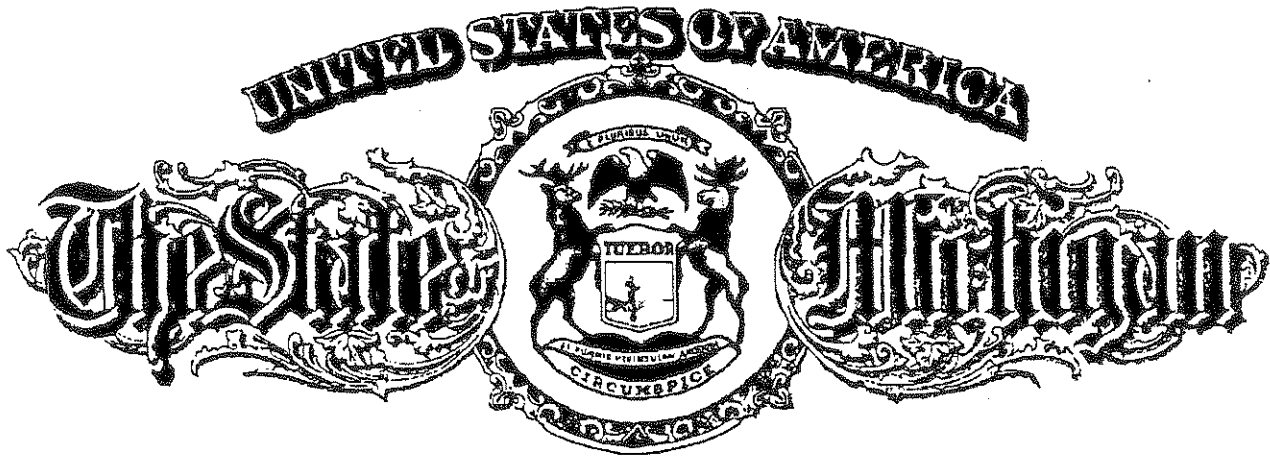
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Forms/Maintenance Matrix (located in the back of the Guide in the order listed below)

- Modification Request (2 pages – must be filed with Acknowledgement below)
- Modification Request Co-owner Acknowledgement (2 pages – must be filed with Request)
- Tree Modification Request (Form 2 pages AND 1 page Location Form – must be filed with Acknowledgement below)
- Tree Modification Request Co-owner Acknowledgement (2 pages – must be filed with Request)
- Pet Registration (1 page)
- Report of Alleged Violation (1 page)
- Maintenance Matrix (3 pages)



Michigan Department of Consumer and Industry Services

Lansing, Michigan

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

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



Sent by Facsimile Transmission
771783

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 21st day of September, 2001

Andrew J. Mitchell, Director
Bureau of Commercial Services

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

WOODLANDS SOUTH CONDOMINIUM ASSOCIATION

ID NUMBER: 771783

received by facsimile transmission on September 20, 2001 is hereby endorsed

Filed on September 21, 2001 by the Administrator.

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



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

, Director

Bureau of Commercial Services

BC&CO-502 (Rev. 08/01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Clark G. Doughty, Esq. - Bodman, Longley & Dahling LLP	
Address 100 Renaissance Center, 34th Floor	
City Detroit	State MI
	Zip Code 48243
EFFECTIVE DATE:	

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

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

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

ARTICLE I

The name of the corporation is: Woodlands South Condominium Association

ARTICLE II

The purpose or purposes for which the corporation is organized are:
See attached rider.

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is N/A. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
 None

b. The description and value of its personal property assets are: (if none, insert "none")
 None

c. The corporation is to be financed under the following general plan:
 Assessment of the Members

d. The corporation is organized on a Membership basis.
 (Membership or Directorship)

ARTICLE IV

1. The address of the registered office is:
26622 Woodward, Suite 110 Royal Oak, Michigan 48067
 (Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:
 _____, Michigan _____
 (Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:
Peter J. Keane

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Clark G. Doughty, Esq.	Bodman, Longley & Dahling LLP 100 Renaissance Center, 34th Floor, Detroit, MI 48243

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

ARTICLE II - see attached Rider.

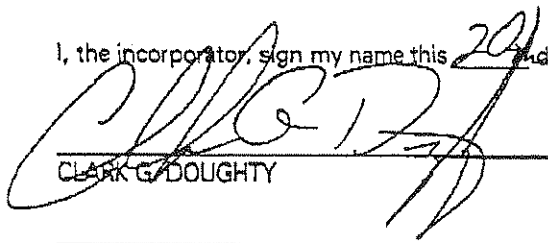
ARTICLE VI - see attached Rider.

ARTICLE VII - see attached Rider.

ARTICLE VIII - see attached Rider.

ARTICLE IX - see attached Rider.

I, the incorporator, sign my name this 20 day of September, 2001.



CLARK G. DOUGHTY

RIDER TO ARTICLES OF INCORPORATION

ARTICLE II -

Woodlands South Condominium Association (the "Association") is being formed for the following general purposes which are not intended to create profit for the Members of the Association:

- (a) To manage and administer the affairs of and to maintain the Association;
- (b) To fix, levy and collect assessments against and from the Members of the Association and to use the proceeds for the purposes set forth in the Master Deed for Woodlands South recorded in the Wayne County Records, as may be amended from time to time as therein provided (the "Master Deed");
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To repair and rebuild improvements owned by the Association after casualty;
- (e) To maintain and repair all General Common Elements and Limited Common Elements for which the Association is responsible within Woodlands South, in accordance with, and as such terms are defined in, the Master Deed;
- (f) To contract for the management, operation, maintenance and administration of Woodlands South and the Association;
- (g) To make and enforce reasonable regulations concerning the use and enjoyment of the General Common Elements and Limited Common Elements for which the Association is responsible in Woodlands South;
- (h) To acquire, own, maintain and improve, and to buy, sell, convey, assign or mortgage any real and personal property, including but not limited to any unit in Woodlands South, any easements or licenses or any other real property, whether or not contiguous to Woodlands South, for the purpose of providing benefit to the Members of the Association and furthering any of the purposes of the Association;
- (i) To borrow money and issue evidences of indebtedness in order to accomplish the Association's purposes and to secure any indebtedness by mortgage, pledge or other lien;
- (j) To enforce the provisions of the Master Deed and of these Articles of Incorporation and such Bylaws and Rules and Regulations of the Association as may be adopted;
- (k) 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 Woodlands South.

ARTICLE VI -

The term of corporate existence is perpetual.

ARTICLE VII -

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

- (a) The Developer of Woodlands South and each owner of a unit shall be Members of the Association and no other person or entity shall be a Member.
- (b) Membership in the Association shall be established by acquiring a land contract vendee's interest or fee simple title to a unit in Woodlands South and by recording with the Register of Deeds of the county where the unit is located a deed, memorandum of land contract or other instrument establishing a change of record title to the unit and the furnishing of evidence of same satisfactory to the Association. The new unit owner or land contract vendee, whichever is applicable, will become a Member of the Association, and the prior owner's membership will terminate. The Developer's membership shall continue until the Developer no longer owns any unit in Woodlands South.
- (c) The share of a Member in the funds and assets of the Association cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his or her unit in Woodlands South.
- (d) Voting by Members shall be in accordance with the provisions of the Bylaws of the Association and the Master Deed.

ARTICLE VIII -

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

ARTICLE IX -

When a compromise or arrangement or a plan of reorganization of the Association is proposed between the Association and its creditors or any class of them or between the Association and its Members or any class of them, a court of equity jurisdiction within the state, on application of the Association or of a creditor or Member thereof, or on application of a receiver appointed for the Association, may order a meeting of the creditors or class of creditors or of the Members or class of Members to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number represent 3/4 in value of the creditors or class of creditors, or of the Members or class of Members to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of the Association as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the Members or class of Members and also on the Association.

MASTER DEED

WOODLANDS SOUTH CONDOMINIUM

(A Residential Condominium)

WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO.

This Master Deed is made and executed on SEPTEMBER 21, 2001 by Pulte Homes of Michigan Corporation, a Michigan corporation ("Developer"), whose address is 26622 Woodward Avenue, Suite 110, Royal Oak, Michigan 48067, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 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.

Developer does, upon recording this Master Deed, establish Woodlands South Condominium as a Condominium Project under the Act and declares that Woodlands South Condominium (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used 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 Developer, its successors and assigns, and any persons

acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

The Project consists of one hundred ninety (190) Units (expandable to 192) which are contained within 95 (expandable to 96) residential duplex buildings. Each Unit is capable of individual use because it has access to a private road or Common Element of the Condominium. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE 1

TITLE AND NATURE

The Condominium Project shall be known as Wayne County Condominium Subdivision Plan No. _____. The engineering and architectural plans for the Project are on file with the Township of Northville. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or Improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit "B" as "need not be built."

ARTICLE 2

LEGAL DESCRIPTION

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

LEGAL DESCRIPTION - "WOODLANDS SOUTH CONDOMINIUM"

Land situated in the Township of Northville, County of Wayne, State of Michigan, is described as follows:

The land which comprises the Condominium established by this Master Deed is a parcel of land located in the Township of Northville, Wayne County, Michigan, and described as follows:

Commencing at the Northwest corner of Section 15, T1S, R8E, Northville Township, Wayne County, Michigan; thence ; thence S00°49'39"E 60.09 feet (recorded as S02°03'08"E along the West line of said Section 15; thence along the South line of Six Mile Road (120 feet wide) the following two courses: N85°57'19"E 1.53 feet and N89°19'55"E 459/78 feet for a PLACE OF BEGINNING; thence continuing N89°19'55" E 1269.80 feet along the South line of said Six Mile Road; thence S00°40'05"E 303.00 feet; thence N89°19'55" E 240.00 feet; thence S57°14'36"E 4521.93 feet; thence N33°53'42"E 29.29 feet; thence 166.63 feet along the arc of a 2150.00 foot radius circular curve to the right, chord bearing N52°59'21"E 163.56 feet; thence N39°43'19"E 106.60 feet; thence S00°39'19" E 1421.08 feet along the West line of Sheldon Road (variable width); thence S89°31'46" W 829.01 feet; thence N21°57'40" W 252.66 feet; thence S89°59'30"W 423.63 feet; thence N51°14'16"W 182.22 feet; thence N12°44'31"E 217.31 feet; thence N00°17'59"E 117.38 feet; thence N89°42'01"W 100.85 feet; thence S00°17'59"W 301.58 feet; thence N51°14'16"W 169.93 feet; thence S38°45'48"W 343.85 feet; thence S89°31'40"W 673.66 feet; thence N00°49'39"W 675.60 feet along the West line of said Section 15; thence N89°14'07"E 180.28 feet; thence N31°17'03"E 199.24 feet; thence N00°00'00"E 387.23 feet; thence N28°08'14"E 350.05 feet to the Place of Beginning, being part of the Northwest 1/4 of said Section 15, containing 79.10 acres of land, more or less, and being subject to any easements and restrictions of record, if any

Parcel No. Part of 77058-99-0002-001

Together with and subject to the following:

1. Terms and Conditions of the Development Agreement, as amended, between Pulte Land Development Corporation and the Charter of Northville, a memorandum of which is recorded in Wayne County Records
2. Liens for taxes and assessments which are not yet due and payable.
3. All governmental limitations.

ARTICLE 3 DEFINITIONS

Certain terms are used 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 Woodlands South 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 Woodlands South 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 3.1 Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 Association. "Association" means Woodlands South Condominium Association which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.3 By-laws. "By-laws" means Exhibit A hereto, being the By-laws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-laws shall also constitute the corporate by-laws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.4 Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.5 Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.6 Condominium Premises. "Condominium Premises" means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to Woodlands South Condominium as described above.

Section 3.7 Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Woodlands South Condominium as a Condominium Project established in conformity with the provisions of the Act.

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

Section 3.9 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Woodlands South Condominium as a completed Condominium Project and shall reflect the land area, if any, converted pursuant to Article 8 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Wayne County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 3.10 Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units.

Section 3.11 Co-Owner. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner." In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-Owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-Owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000.

Section 3.12 Developer. "Developer" means Pulte Homes of Michigan Corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever such terms are used in the Condominium Documents.

Section 3.13 Development Agreement. means the agreement, as amended, between Pulte Land Development Corporation and the Charter Township of Northville and described in Article 2 above and Section 4.5 below.

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

Section 3.15 Township. "Township" means the Charter Township of Northville, Michigan.

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

Section 3.17 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in Woodlands South Condominium, as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

ARTICLE 4

COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

The Common Elements of the Project as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the By-laws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

Section 4.1 General Common Elements. The General Common Elements are:

4.1.1 Land. The land described in Article 2 above (other than that portion thereof described in Section 4.2 or Section 5.1 below or in Exhibit B, attached, as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land and including common open space, storm water detention areas, wetland areas and other land areas designated as General Common Elements on attached Exhibit B.

4.1.2 Roads and Surface Improvements. The roads throughout the Condominium, which are private roads to be maintained by the Association, including landscape islands, the boulevard entrance way, the entry way sign, retaining walls, sidewalks, pedestrian pathways, unassigned parking areas, and other surface improvements not identified as Limited Common Elements and not located within the boundaries of a Unit.

4.1.3 Building Improvements. Foundations including the garage/ground floor building slabs, supporting columns, Unit perimeter walls (excluding windows and doors and frames), floors, ceilings, roofs, attics, chimneys and other building improvements designated in Exhibit B as General Common Elements.

4.1.4 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Project.

4.1.5 Utilities. Some or all of the utility lines, including electricity, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water detention areas and drainage facilities and equipment described below 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 Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township of Northville or the Wayne County Drain Commission, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

4.1.6 Electrical. Subject to 4.1.5, the electrical transmission system throughout the Project or including that contained within any Unit walls up to the point of connection with electric outlets in a Unit.

4.1.7 Telephone and Telecommunications System. Subject to 4.1.4, the telephone or telecommunications equipment and system throughout the Project up to the point of connection to telephone equipment in a Unit.

4.1.8 Gas. Subject to 4.1.5, the gas distribution system throughout the Project up to the point of connection to the gas fixture in each Unit.

4.1.9 Water. Subject to 4.1.5, the water distribution system throughout the Project up to the point of connection to the plumbing fixtures in each Unit.

4.1.10 Sanitary Sewer. Subject to 4.1.5, the sanitary sewer system throughout the Project up to the point of connection to the plumbing fixtures in each Unit.

4.1.11 Storm Sewer/Storm Water Detention Areas and Drainage Facilities. Subject to 4.1.5, the storm sewer system, storm water detention areas, and drainage facilities throughout the Project including the detention basins shown on Exhibit B.

4.1.12 Other. Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

4.2.1 Driveways/Walkways . The driveway and walkway providing access to each Unit as shown on Exhibit B shall be limited in use to the Co-Owner of the Unit served thereby.

4.2.2 Patios, Porches and Decks. Each individual patio, porch and deck adjacent to a Unit as shown on Exhibit B is limited in use to the Co-Owner of the Unit served thereby.

4.2.3 Air Conditioner Compressor/Condenser. Each individual air conditioner compressor/condenser, corresponding line set, and its pad in the Project and the ground surface immediately below the same is limited in use to the Co-Owner of the Unit which is served thereby.

4.2.4 Garage Doors and Garage Door Openers. Each garage door and its hardware including garage door openers shall be limited in use to the Co-Owner of the Unit served thereby.

4.2.5 Doors and Windows. Doors, windows, screens and frames shall be limited in use to the Co-Owner of Unit served thereby.

4.2.6 Exterior Building Lighting. The light fixtures attached to the exterior of each Unit shall be limited in use to the Co-Owner of the Unit served thereby.

4.2.7 Interior Walls, Chimneys, Ceilings, Floors and Surfaces. The interior walls, chimneys, ceilings, floors and surfaces of a Unit shall limited in use to the Co-Owner of the Unit served thereby.

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

4.3.1 Co-Owner Responsibilities. The responsibility for, and the costs of insurance, maintenance, decoration, repair and replacement of a Unit and any and all improvements located within or upon a Unit and its Limited Common Elements shall be borne by the Co-Owner of the Unit. The responsibility for and the costs of insurance, maintenance, decoration, repair and replacement of its Limited Common Elements appurtenant to a Unit shall be borne by the Co-Owner of the Unit which is served thereby as follows:

4.3.1.1 Driveways/Walkways. Each Co-Owner shall be responsible for the insurance, maintenance, repair and replacement of the driveway, and walkway appurtenant to such Co-Owner's Unit.

4.3.1.2 Patios, Porches and Decks. Each Co-Owner shall be responsible for the cost of insurance, maintenance, repair and replacement of the patio, porch, and deck appurtenant to such Co-owner's Unit.

4.3.1.3 Air Conditioner Compressors/Condenser. Each Co-Owner shall be responsible for the cost of insurance, maintenance, repair and replacement of the individual air conditioner compressor/condenser, pad and the ground surface immediately below the pad, and the corresponding line set appurtenant to such Co-Owner's Unit.

4.3.1.4 Garage Doors and Garage Door Openers. Each Co-Owner shall be responsible for the cost of insurance, repair, replacement and maintenance of the garage door, garage door openers and related equipment appurtenant to such Co-Owner's Unit. The materials and colors of garage doors must be approved in advance by the Association (and the Developer during the Construction and Sale Period.)

4.3.1.5 Doors and Windows. Each Co-Owner shall be responsible for insurance, repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in 4.2.5 above appurtenant to such Co-Owner's Unit and the Association shall be responsible for repair, replacement and maintenance of other portions of such doors and windows including frames. No changes in design, material or color of doors, windows glass or screens may be made without the prior written approval of the Association (and the Developer during the Construction and Sales Period).

4.3.1.6 Exterior Building Lighting. Each Co-Owner shall be responsible for the insurance, maintenance, repair and replacement and cost of electricity pertaining to the exterior building lighting fixtures attached to such Co-Owner's Unit. The size and nature of light bulbs for the exterior building lighting fixtures shall be determined by the Association in its discretion. No Co-Owner shall modify or change exterior building lighting fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time, except each co-owner shall replace burned out lightbulbs with lightbulbs of the same kind and character. Some lighting fixtures may operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association.

4.3.1.7 Interior Walls, Ceilings, Floors and Surfaces. Each Co-Owner shall be responsible for the cost of insurance, decoration, maintenance, repair and replacement of all interior Unit interior surfaces, including walls, ceilings, and floors appurtenant to such Co-Owner's Unit.

4.3.1.8 Utility Costs. Each Co-Owner shall be responsible for the cost of utilities serving such Co-Owner's Unit and appurtenant Limited Common Elements.

4.3.2 Association Responsibilities. The Association, by its Board of Directors, shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements. The cost of insurance, maintenance, repair and replacement of all General Common Elements and the Limited Common Elements for which the Association is responsible, including without limitation, perpetual maintenance of the storm water detention areas shown on the Exhibit B shall be borne by the Association, and assessed to the Co Owners as set forth in Article 2 of the Bylaws subject to any provisions of the Master Deed or Bylaws expressly to the contrary. Additionally, during the period Developer is constructing the Condominium, maintenance and inspection of the Storm Sewer/Storm Water Detention Areas and Drainage facilities shall be completed no less than two times per year; thereafter, the Association shall perform such maintenance and inspections as needed, but not less than annually. In the event the Association fails to provide adequate maintenance repair or replacement thereof, the Township shall have the right, but not the obligation to provide written notice of such deficiencies to the Association, including a demand to cure such deficiencies within a reasonable period of time. In the event the deficiencies are not adequately cured, the Township shall have the right, but not the obligation to undertake such maintenance, repair or replacement and the costs associated therewith, plus a twenty-five (25%) percent administrator fee, shall constitute a lien upon the Condominium which maybe collected and enforced by the Township in the manner prescribed by the general laws of the State providing for enforcement of tax liens.

The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth elsewhere in the Condominium Documents.

Section 4.4 Use of Common Elements and Units. No Co-Owner shall use the Co-Owner's 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 the Co-Owner's Unit or the Common Elements.

Section 4.5 Residential Use; Development Agreement. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township of Northville and the requirements of other applicable governmental authorities. The Condominium is subject, to the terms of the Development Agreement described in 3.13 above.

ARTICLE 5

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Woodlands South Condominium as surveyed by Atwell-Hicks, Inc. and attached as Exhibit B. Each Unit shall include all that space contained within the interior unpainted walls and ceilings and from the finished subfloor as shown on attached Exhibit B and delineated with heavy outlines. Each Unit includes an attached garage and parking within such garage as shown on Exhibit B.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium. The total value of all Units in the Project is 100%.

The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. All of the Co Owners of a Unit shall be entitled to only one vote at meetings of the Association for each Condominium Unit Owner.

ARTICLE 6

EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. In addition, there shall exist for the benefit of the Township an easement for inspection, maintenance and repair of Storm Sewer/Storm Water Detention Areas and Drainage Facilities.

Section 6.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the Project, as it may be expanded, for access to the Units, detention basins, drainage facilities, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project, as it may be expanded, to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for maintenance of the Co-Owner's Unit and appurtenant Limited Common Elements as set forth in Article 4 above. In the absence of performance by the Co-Owner involved, the Association may undertake the maintenance of a Unit or Limited Common Element. If such work is performed upon a Unit, or Limited Common Element by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior of a Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

Section 6.3 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 for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of Developer so long as the Construction and Sales Period has not expired. There shall exist for the benefit of Northville Township or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

Section 6.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or its appurtenant Limited Common Elements.

Section 6.5 Roadway and Utility Easements; Right of Way Dedication ; Private Roads. Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title of road rights of way and utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easement or transfer of title. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2 and Article 10 or any portion or portions thereof, an easement for the unrestricted use of the roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article 2 and Article 10. Developer also reserves easements over all of the Common Elements areas of the Condominium and the land described in Article 2 and Article 10 for the purpose of reasonable access from the roads to the Units located on the land described in Article 2 and Article 10.

The roads in the Condominium are private roads and all expenses of maintenance, repair and replacement of the roads shall be paid by the Association and assessed to the Co-Owners based on their percentage of value. Upon approval by an affirmative vote of not less than fifty one (51%) percent of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

Section 6.6 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6.7 Storm Water Drainage and Detention Easements; Detention Areas and Drainage Facilities. Storm water drainage and detention easements for the Project and as it may be expanded are established to assure the perpetual functioning of the storm water drainage and detention system across Units and Common Elements as shown on Exhibit B. To maintain the intended function of the storm water drainage and detention areas and easements, no modification, use or occupancy of such areas is allowed without the prior written approval of the Developer, the Association and applicable governmental authorities. The Association shall be responsible for maintenance of the detention areas and drainage facilities of the Project, as it may be expanded, in accordance with the requirements of applicable governmental authorities. Such easements may be dedicated to the Wayne County Drain Commission as set forth in section 6.8 below.

Section 6.8 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units and Common Elements, as set forth on Exhibit B. Developer has or may enter into separate easement agreements and dedication with the Township of Northville, the Wayne County Drain Commission or utility companies for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project and as it may be expanded to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records or the recordings of a separate easement agreement. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6.9 Further Rights Reserved to Developer. Developer reserves for the right of itself, the Association, their respective successors and assigns and all Co-Owners of the land described in Article 2, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves the right, for itself, the Association, their respective successors and assigns, and the Co-Owners, easements for the unrestricted use of the General Common Elements of the Condominium for the purpose of development and construction of the Project and as it may be expanded. Developer further reserves easements over the land described in Article 2 above and Article 10 below for the purpose of reasonable access from the roads to the Units and residences in furtherance of the development of the Project and as it may be expanded.

Section 6.10 Recreational Easements. The Township may require Developer to construct a bike path along Six Mile Road and/or Sheldon Road for the benefit of the general public. In the event such a bike path is required, it is anticipated that it will be constructed within the applicable road right-of-ways, and will thereafter be maintained by the Township.

However, there are certain portions of the proposed pathway that may encroach upon portions of the General Common Elements that are adjacent to those road right-of-way areas. In the event of such encroachments, the Developer reserves the right at any time during the Construction and Sales Period to grant easements to the Township, or any other appropriate governmental agency or the general public for purposes of the use, operation, maintenance and repair of such a bike path.

Section 6.11 Preservation Areas. The portions of the General Common Elements that include the berms along Six Mile Road adjacent to the Project, the detention pond and the undeveloped, natural wooded areas along Sheldon Road are hereby designated as the "Preservation Areas" (the undeveloped, natural wooded areas along Sheldon Road are sometimes referred to as the "Undisturbed Preservation Areas"), and are hereby subjected to the restriction that they are to be maintained in the same state as provided at the time the Developer turns the Project over to the Association, including but not limited to proper seeding and/or sodding and related maintenance of the berms and the detention pond area to avoid soil erosion, and maintenance of the remaining Preservation Areas so as to preserve them in their undeveloped state. Additionally, the use of the Undisturbed Preservation Areas are limited to land preservation and passive recreational use only.

ARTICLE 7 AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co-Owners, except as set forth below:

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagees Consent. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4 Changes in Percentage of Value. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-Owner may rent a Unit, may not be modified without the consent of each affected Co-Owner and mortgagee.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 80% of the Co-Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7 and Article 8 and Article 9 and Article 10 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

Section 7.7 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an "AS BUILT" Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as "MUST BE BUILT", subject to any limitations or obligations imposed by the Act.

7.7.8 To convert the Condominium as set forth in Article 8, below.

7.7.9 To expand the Condominium as set forth in Article 10, below.

The amendments described in this Section 7.7 may be made without the consent of Co-Owners or mortgagees. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

ARTICLE 8

CONVERTIBLE AREAS

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 8.1 Convertible Area. The General Common Elements designated on the Condominium Subdivision Plan as Convertible Area is the land area within which Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article 8. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. The Maximum number of additional Units which may be created in the Convertible Area is zero although Units may be expanded, modified or decreased as provided in this Article 8.

Section 8.2 Right to Convert. 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, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements. The changes in the Common Elements could include (by way of illustration and not limitation) construction of courtyards, patios, decks, porches and other amenities on any portion of the Convertible Area.

Section 8.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of state law, local ordinances and building authorities.

Section 8.4 Consent Not Required. The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and mortgagees 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 conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained,

however, shall in any way obligated Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 8.5 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article 8 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 5 hereof shall be proportionately readjusted, if the Developer deems it to be 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 Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article 9.

ARTICLE 9
ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 Developer 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 Wayne County Register of Deeds.

ARTICLE 10
EXPANSION OF CONDOMINIUM

Section 10.1 Area of Future Development. The Project established pursuant to the initial Master Deed of Woodlands South Condominiums and consistin^og of one hundred ninety (190) Units may be the first stage of an expandable condominium under the Act to contain in its entirety a maximum of one hundred ninety two (192) Units. Additional Units, if any, will be established upon all or some portion of the following described land (Future Development):
Land in the Township of Northville, Wayne County, Michigan, described as follows:

Commencing at the Northwest corner of Section 15, T1S, R8E, Northville Township, Wayne County, Michigan; thence S00°49'39"E 60.09 feet (recorded as S02°03'08"E) along the West line of said Section 15; thence along the South line of Six Mile Road (120 feet wide) the following two courses: N85°57'19"E

1.53 feet and N89°19'55"E 1729.58 feet along the South line of said Six Mile Road; thence S00°40'05"E 303.00 feet; thence N89°19'55"E 240.00 feet; thence S57°14'36"E 452.93 feet; thence N 33°53'42"E 29.29 feet; thence 166.63 feet along the arc of a 250.00 foot radius circular curve to the right, chord bearing N52°59'21"E 163.56 feet; thence N 39°43'19"E 106.60 feet; thence S00°39'19"E 1421.08 feet along the West line of Sheldon Road (variable width); thence S89°31'46"W 829.01 feet; thence N21°57'40"W 252.66 feet; thence S89°59'30"W 423.63 feet; thence N51°14'16"W 182.22 feet for a PLACE OF BEGINNING; thence N12°44'31"E 217.31 feet; thence N00°17'59"E 117.38 feet; thence N89°42'01"W 100.85 feet; thence S00°17'59"W 301.58 feet; thence S62°17'44"E 60.86 feet to the Place of Beginning, being part of the Northwest 1/4 of said Section 15, containing 0.63 acres of land, more or less, and being subject to any easements and restrictions of record, if any.

Section 10.2 Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of Developer from time to time, with a period ending no later than six (6) years from the date of this Master Deed, be increased by the addition to this Condominium of all or any portion of the area of Future Development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be construed within the area of future development shall be determined by Developer in its sole discretion subject only to approval by the Township of Northville, but all such improvements shall be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit shall be created within the area of Future Development that is not restricted exclusive to residential use.

Section 10.3 Expansion Not Mandatory. Developer is not obligated to enlarge the Condominium Project beyond the initial Project area established by this Master Deed and Developer may, in its discretion, establish all or a portion of the area of Future Development, if any, as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of Developer to add to the Condominium Project all or any portion of the area of Future Development described in this Article nor is there any obligation to add portions thereof in any particular order or to construct particular improvements in any specific location.

Section 10.4 Amendment to Master Deed and Modification of Percentages of Value. Expansion of the Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article 5 above shall be proportionately readjusted in order to preserve the total value of one hundred (100%) per cent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.


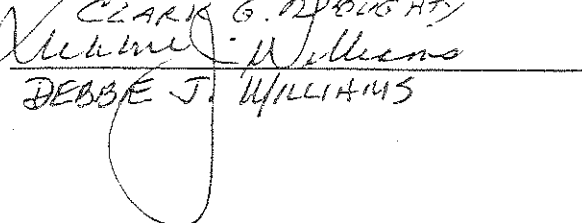
Section 10.5 Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced, or to the additional parcel or parcels added to the Project by such amendment and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 10.

Section 10.6 Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in Section 3.9, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 10.7 Consent of Interested Parties. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purpose and intent of Article 8 and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits.

Dated: September 21, 2001

WITNESSES:


CLARK G. DEBOUGHTY

DEBBIE J. WILLIAMS

PULTE HOMES OF MICHIGAN
CORPORATION, a Michigan corporation

By:

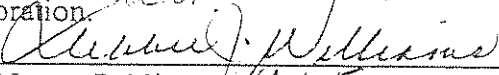

Howard A. Eingeroot

Its: President

AUTHORIZED AGENT

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this 21st day of September, 2001, the foregoing Master Deed was acknowledged before me by Howard A. Fingerroot, the ~~President~~ ^{AUTHORIZED AGENT} of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.


Notary Public, WAYNE County, Michigan
My Commission Expires: 03-10-2004

PREPARED BY AND RETURN TO:
Clark Doughty (P35424)
BODMAN, LONGLEY & DAHLING LLP
34th Floor, 100 Renaissance Center
Detroit, Michigan 48243
(313) 259-7777

**FIRST AMENDMENT TO MASTER DEED OF
WOODLANDS SOUTH CONDOMINIUM**

This First Amendment to Master Deed is made on September ~~20~~²⁶, 2001, by Pulte Homes of Michigan Corporation, a Michigan corporation ("Developer"), whose address is 26622 Woodward Avenue, Suite 110, Royal Oak, Michigan 48067.

RECITALS

- A. Developer has established Woodlands South Condominium ("Condominium") pursuant to the terms of the Michigan Condominium Act by recording the Master Deed, Bylaws, and Condominium Subdivision Plan on September 24, 2001, in Liber 34506, Pages 54-150, inclusive, Wayne County Records, being Wayne County Condominium Subdivision Plan No. 622 ("Master Deed").
- B. Developer has reserved the right to amend the Master Deed pursuant to Article 7 of the Master Deed and pursuant to the Act.
- C. Developer desires to amend the Master Deed to amend, modify and restate the responsibilities for the maintenance, decoration, repair and replacement of the Common Elements of Condominium.

NOW, THEREFORE, the Master Deed is hereby amended as follows:

1. **Co-Owner and Association Responsibilities**. Notwithstanding anything to the contrary contained in the Master Deed, the responsibilities for insurance, maintenance, repair and replacement of the driveways and walkways associated with each Unit, as set forth in Section 4.3.1.1 of the Master Deed shall be the responsibilities of the Association, and not of the Co-Owners of the respective Units. In addition, notwithstanding anything to the contrary contained in Section 4.3.1.6 of the Master Deed, the Association shall be responsible for the repair and/or replacement of the exterior building light fixtures. The balance of the responsibilities set forth in Section 4.3.1 of the Master Deed are hereby ratified and confirmed as remaining in full force and effect, as amended hereby.

2. Effect. Except as modified by this Amendment, the Master Deed and Exhibits remain in full force and effect.

DATED: 9/26, 2001

WITNESSES:
[Signature]
D. DAVID MURPHY JR.

[Signature]
Holly L. Lawler

PULTE HOMES OF MICHIGAN, a Michigan corporation

By: [Signature]
Peter Keane

Its: [Signature]
Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

On this 26th day of September, 2001, the foregoing First Amendment to Master Deed was acknowledged before me by Peter J. Keane, the Vice President and authorized agent of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.

[Signature]
Notary Public, Oakland County, MI
My Commission Expires: 12-15-03

LORRAINE MCINTOSH /
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Dec-15, 2003

PREPARED BY AND RETURN TO:
Clark G. Doughty, Esq.
BODMAN, LONGLEY & DAHLING LLP
100 Renaissance Center
34th Floor
Detroit, MI 48243
(313) 259-7777

Parcel Identification Number:
Part of Parcel #
77058-99-0002-001

WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____

EXHIBIT B TO THE
MASTER DEED OF

WOODLANDS SOUTH
CONDOMINIUM

A CONDOMINIUM IN THE
TOWNSHIP OF NORTHVILLE
WAYNE COUNTY, MICHIGAN

DEVELOPER:

PULTE HOMES OF MICHIGAN CORPORATION
26622 WOODWARD AVENUE, SUITE 110
ROYAL OAK, MICHIGAN 48067

ENGINEER AND SURVEYOR:

ATWELL-HICKS, INC.
7827 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116

ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE OF THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 3.

SHEET INDEX:

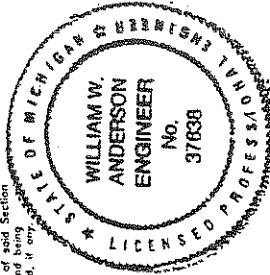
SHEET NO.	DESCRIPTION
1	TITLE AND DESCRIPTIONS
2	COMPOSITE PLAN
3	SURVEY PLAN (BUILDINGS 55-57, 86-91)
4	SURVEY PLAN (BUILDINGS 1-3, 42-43, 54, 92-93)
5	SURVEY PLAN (BUILDINGS 6-9, 21-22)
6	SURVEY PLAN (BUILDINGS 10, 17-20, 23-29)
7	SURVEY PLAN (BUILDINGS 4-5, 11-16, 38-41, 44-46, 52-53, 64-67)
8	SURVEY PLAN (BUILDINGS 49-51, 58-63, 81-85)
9	SURVEY PLAN (BUILDINGS 71-80)
10	SURVEY PLAN (BUILDINGS 35-37, 68-70)
11	SURVEY PLAN (BUILDINGS 30-34)
12	SITE PLAN (BUILDINGS 55-57, 86-91)
13	SITE PLAN (BUILDINGS 1-3, 42-43, 54, 92-93)
14	SITE PLAN (BUILDINGS 6-9, 21-22)
15	SITE PLAN (BUILDINGS 10, 17-20, 23-29)
16	SITE PLAN (BUILDINGS 4-5, 11-16, 38-41, 44-46, 52-53, 64-67)
17	SITE PLAN (BUILDINGS 49-51, 58-63, 81-85)
18	SITE PLAN (BUILDINGS 71-80)
19	SITE PLAN (BUILDINGS 35-37, 68-70)
20	SITE PLAN (BUILDINGS 30-34)
21	UTILITY PLAN (BUILDINGS 55-57, 86-91)
22	UTILITY PLAN (BUILDINGS 1-3, 42-43, 54, 92-93)
23	UTILITY PLAN (BUILDINGS 6-9, 21-22)
24	UTILITY PLAN (BUILDINGS 10, 17-20, 23-29)
25	UTILITY PLAN (BUILDINGS 4-5, 11-16, 38-41, 44-46, 52-53, 64-67)
26	UTILITY PLAN (BUILDINGS 49-51, 58-63, 81-85)
27	UTILITY PLAN (BUILDINGS 71-80)
28	UTILITY PLAN (BUILDINGS 35-37, 68-70)
29	UTILITY PLAN (BUILDINGS 30-34)
30	FOUNDATION PLAN
31	FIRST FLOOR & SECOND FLOOR PLAN
32	BUILDING SECTION A-A
33	FINISHED FLOOR ELEVATION & COORDINATE LISTING
34	COORDINATE LISTING (CONT.)

LEGAL DESCRIPTIONS:

WOODLANDS SOUTH CONDOMINIUM
Commencing at the Northwest corner of Section 15, T15S, R9E, Northville Township, Wayne County, Michigan; thence S00°49'39"E 60.09 feet (recorded as S02°03'08"E) along the West line of said Section 15; thence along the South line of Six Mile Road (TID fee wide) the following two courses: N85°28'00"W 73 feet and N89°19'55"E 438.75 feet; thence S00°49'39"E 126.80 feet along the South line of said Six Mile Road; thence S00°40'05"E 303.00 feet; thence N89°19'55"E 240.00 feet; thence S57°14'36"E 452.93 feet; thence N33°53'42"E 29.29 feet; thence S69°31'46"W 829.01 feet; thence 250.00 foot radius circular curve to the right, bearing S14°19'E 108.60 feet; thence S00°39'21"E 1431.08 feet along the West line of Sheldon Road (300'±304'± width); thence S69°31'46"W 829.01 feet; thence N21°37'40"W 252.66 feet; thence S89°59'30"W 423.63 feet; thence N51°14'16"W 182.22 feet; thence N17°44'31"E 217.31 feet; thence N00°17'59"E 117.38 feet; thence N89°42'01"W 100.85 feet; thence S00°17'59"W 301.58 feet; thence N51°14'16"W 182.22 feet; thence S38°45'48"W 87.60 feet; thence S00°17'59"W 301.58 feet; thence N89°42'01"E 180.28 feet; thence N31°17'03"E 189.24 feet; thence N00°00'00"E 387.23 feet; thence N28°08'14"E 350.05 feet to the Place of Beginning, being part of the Northwest 1/4 of said Section 15, containing 79.10 acres of land, more or less, and being subject to any assessments and restrictions of record, if any.

PROPOSED FUTURE DEVELOPMENT

Commencing at the Northwest corner of Section 15, T15S, R9E, Northville Township, Wayne County, Michigan; thence S00°49'39"E 60.09 feet (recorded as S02°03'08"E) along the West line of said Section 15; thence along the South line of Six Mile Road (TID fee wide) the following two courses: N85°28'00"W 73 feet and N89°19'55"E 438.75 feet; thence S00°49'39"E 126.80 feet along the South line of said Six Mile Road; thence S00°40'05"E 303.00 feet; thence N89°19'55"E 240.00 feet; thence S57°14'36"E 452.93 feet; thence N33°53'42"E 29.29 feet; thence S69°31'46"W 829.01 feet; thence 250.00 foot radius circular curve to the right, bearing S14°19'E 108.60 feet; thence S00°39'21"E 1431.08 feet along the West line of Sheldon Road (300'±304'± width); thence S69°31'46"W 829.01 feet; thence N21°37'40"W 252.66 feet; thence N51°14'16"W 182.22 feet; thence N00°17'59"E 117.38 feet; thence N89°42'01"E 217.31 feet; thence S00°17'59"W 301.58 feet; thence N51°14'16"W 182.22 feet; thence S38°45'48"W 87.60 feet; thence S00°17'59"W 301.58 feet; thence N89°42'01"E 180.28 feet; thence N31°17'03"E 189.24 feet; thence N00°00'00"E 387.23 feet; thence N28°08'14"E 350.05 feet to the Place of Beginning, being part of the Northwest 1/4 of said Section 15, containing 0.63 acres of land, more or less, and being subject to any assessments and restrictions of record, if any.

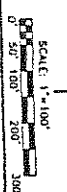
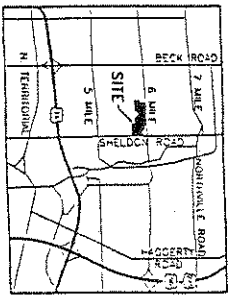
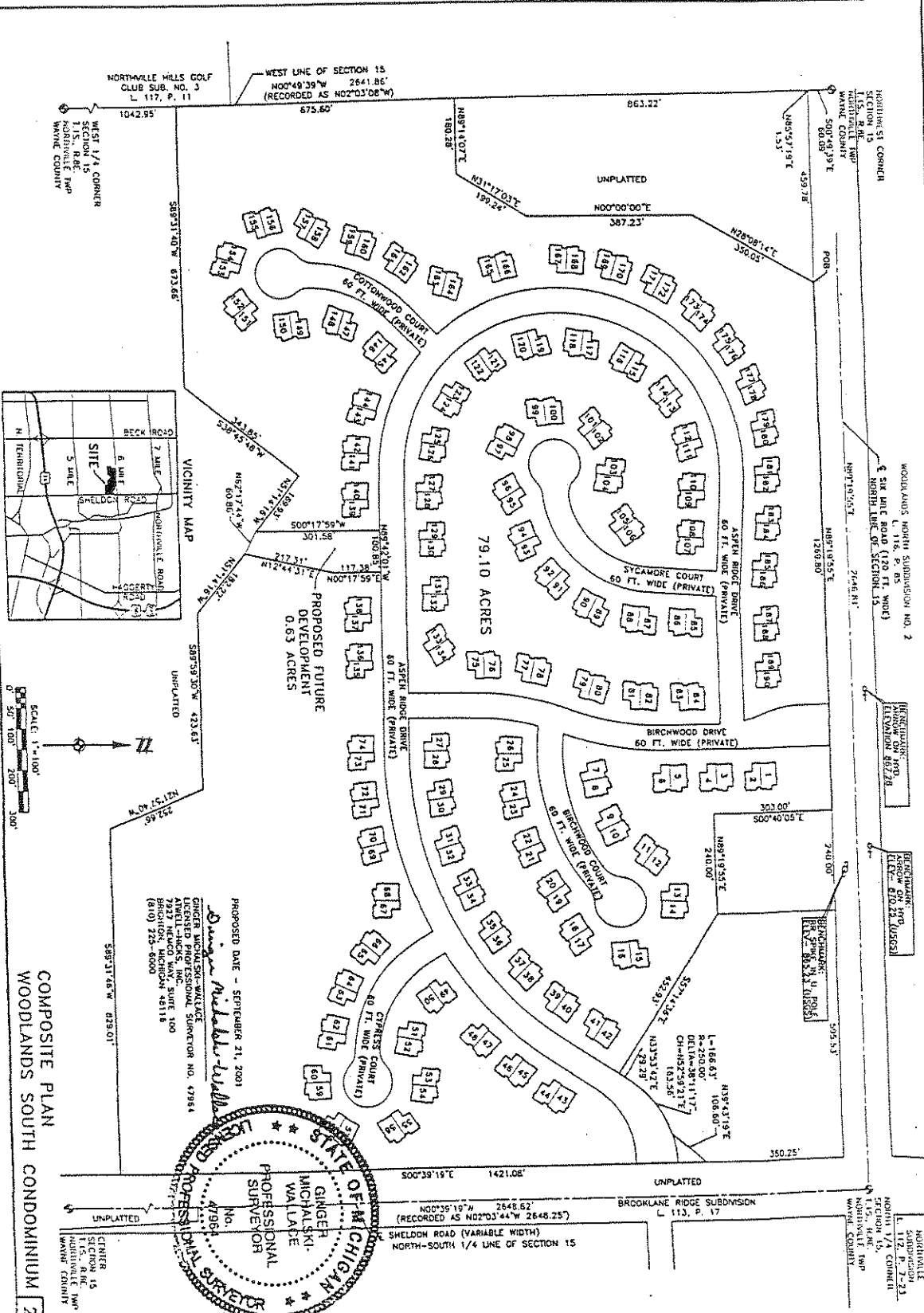


PROPOSED DATE - SEPTEMBER 21, 2001

W.W.A.
WILLIAM W. ANDERSON
LICENSED PROFESSIONAL ENGINEER NO. 37638
7827 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
(313) 223-0600

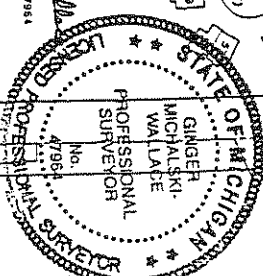
TITLE AND DESCRIPTIONS
WOODLANDS SOUTH CONDOMINIUM 17

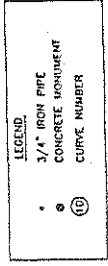
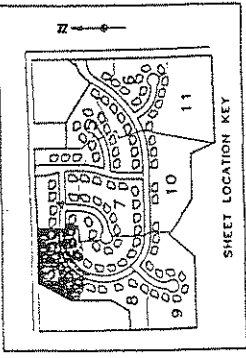
ATWELL-HICKS, INC. 610 312 5000
WOODLANDS SOUTH CONDOMINIUM TITLE AND DESCRIPTIONS
SECTION 15 TOWNSHIP OF NORTHVILLE MICHIGAN



COMPOSITE PLAN
WOODLANDS SOUTH CONDOMINIUM 2

PROPOSED DATE - SEPTEMBER 21, 2001
GINGER MICHALSKI-WALLACE
LICENSED PROFESSIONAL SURVEYOR NO. 47964
7927 NICKED WAY, SUITE 100
BIRMINGHAM, MICHIGAN 48118
(810) 229-9000

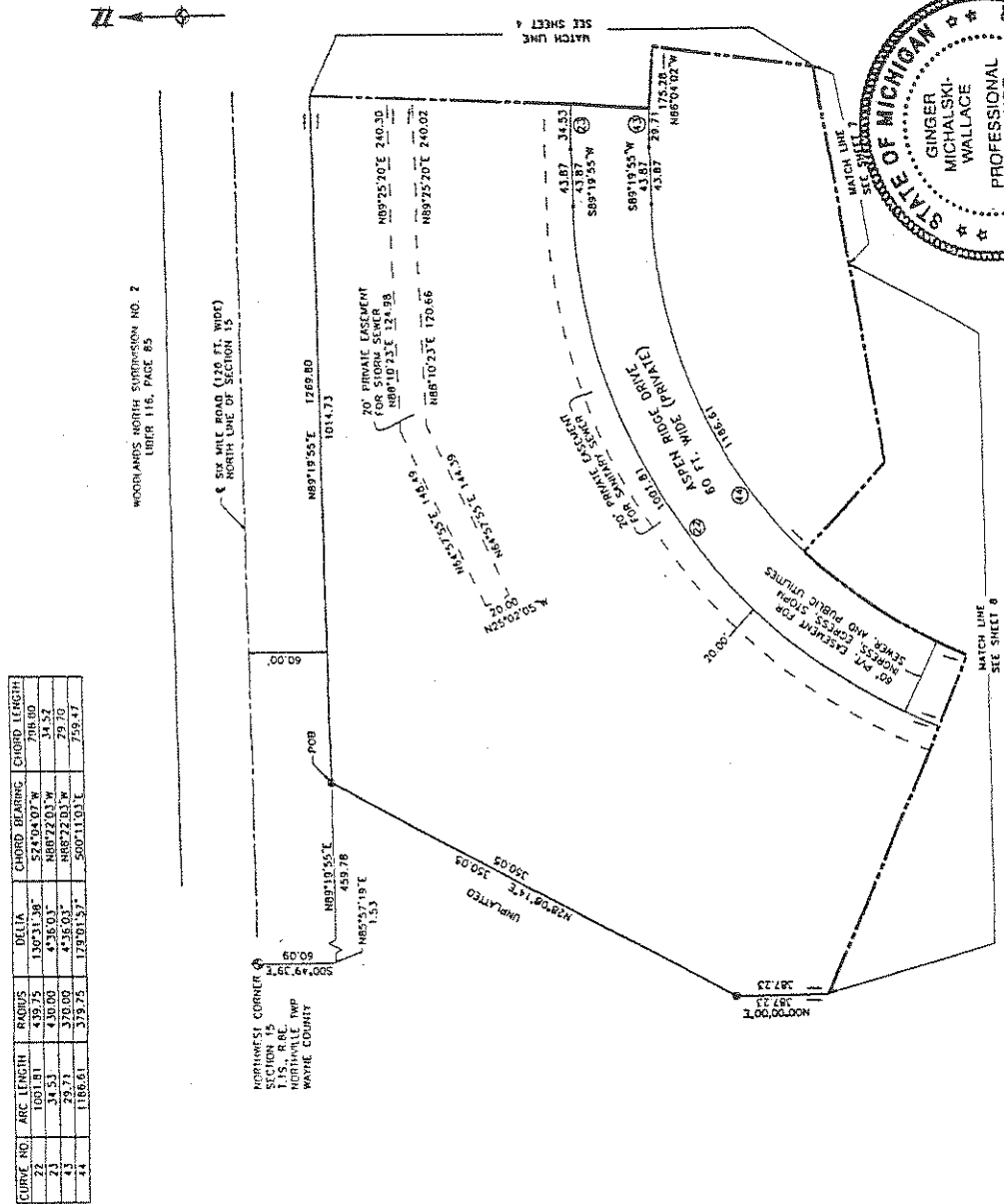
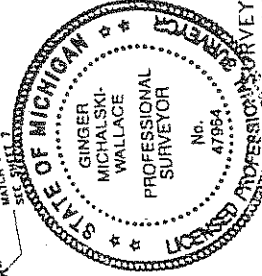




- NOTES:
1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 2. BEARINGS BASED ON WOODLANDS NORTH SURVEY PLAN (BUILDINGS 55-57, 86-91) PAGE 88 OF WAYNE COUNTY RECORDS.

SURVEYOR'S CERTIFICATE:
I, GINGER MICHALSKI-WALLACE, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SURVEYORSHIP PLAN KNOWN AS WAYNE COUNTY CONDOMINIUM SURVEY PLAN (BUILDINGS 55-57, 86-91) REPRESENTS A SURVEY SHOWING CURVED LOT LINES AND BEARINGS, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.
THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUNDS SET FORTH UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

Ginger Michalski-Wallace 9-21-01
DATE
GINGER MICHALSKI-WALLACE
LICENSED PROFESSIONAL SURVEYOR NO. 47964
ATWELL-HICKS, INC. SUITE 100
17500 WOODLANDS DRIVE
NORTHVILLE, MICHIGAN 48119
(910) 225-8000



CURVE NO.	ARC LENGTH	RADIUS	DELTA	CURVED BEARING	CHORD LENGTH	THRU ID
22	109.181	439.75	19°14'02\"/>			

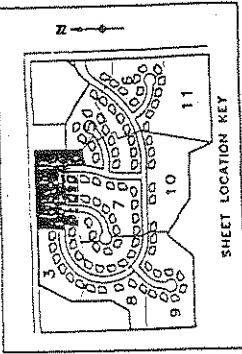


ATWELL-HICKS, INC.

City Engineering & Surveying
 Planning & Development Services
 1704 95th Ave. S.E. #100
 Grand Rapids, MI 49508
 (616) 979-2500

WOODLANDS SOUTH CONDOMINIUM
 SUBDIVISION NO. 2, RECORDED IN LIBER 116,
 PAGE 85 OF WAYNE COUNTY RECORDS.

NO.	DATE	DESCRIPTION
1	10/23/07	PRELIMINARY
2	11/15/07	FINAL
3	01/15/08	AS BUILT
4	09/21/08	AS BUILT



LEGEND
 • 3/4" IRON PIPE
 ○ CONCRETE MONUMENT
 () CURVE NUMBER

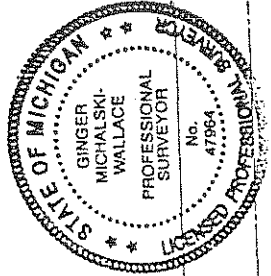
NOTES:

1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
2. REVISIONS BASED ON WOODLANDS NORTH SUBDIVISION NO. 2, RECORDED IN LIBER 116, PAGE 85 OF WAYNE COUNTY RECORDS.

PROPOSED DATE - SEPTEMBER 21, 2001

Ginger Michalski-Wallace
 GINGER MICHALSKI-WALLACE
 LICENSED PROFESSIONAL SURVEYOR NO. 47964
 ATWELL-HICKS, INC. SUITE 100
 1704 95TH AVE S.E. GRAND RAPIDS, MICHIGAN 49508
 (616) 225-6000

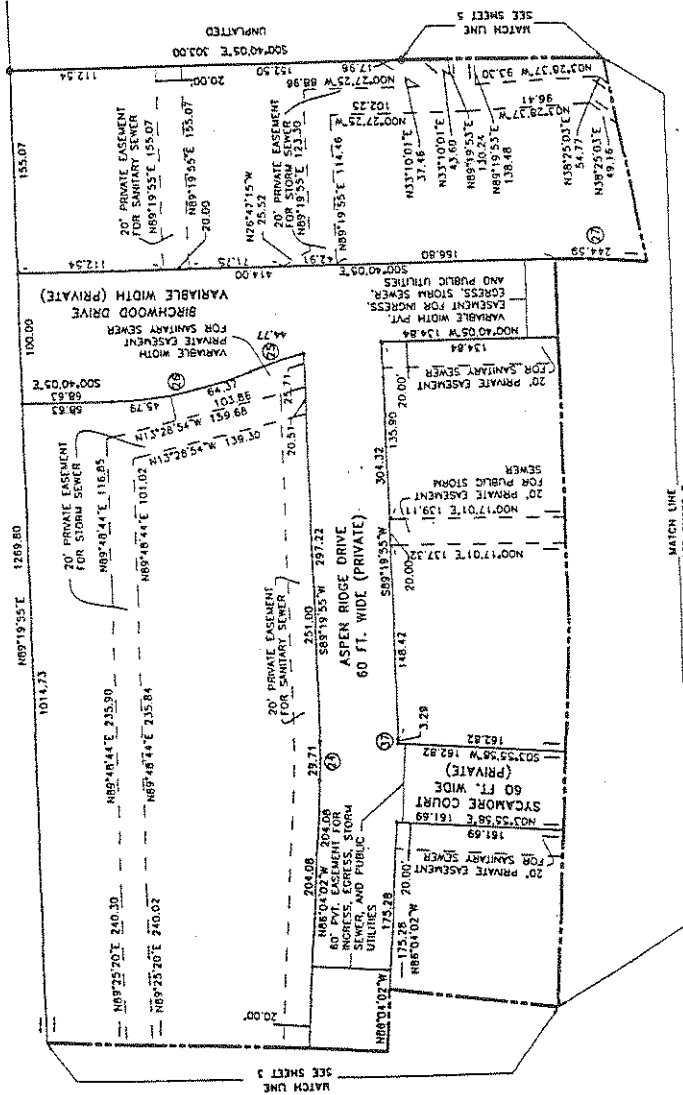
SURVEY PLAN (BUILDINGS 1-3,
 42-43, 54, 92-95)
 WOODLANDS SOUTH CONDOMINIUM

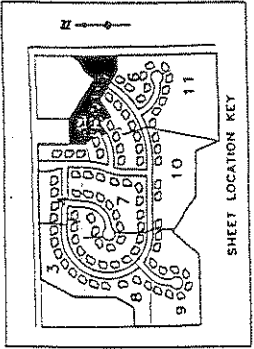


CURVE NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
24	44.71	370.00	43.6031	S88°22'03"E	29.70
25	10.16	300.00	833.000	N17°25'51"W	44.71
26	3.79	430.00	2102.72	S11°11'18"E	109.54
27	3.79	430.00	826.21	N89°33'06"E	3.79

WOODLANDS NORTH SUBDIVISION NO. 2
 LIBER 116, PAGE 85

SIX MILE ROAD (120 FT. WIDE)
 NORTH LINE OF SECTION 15





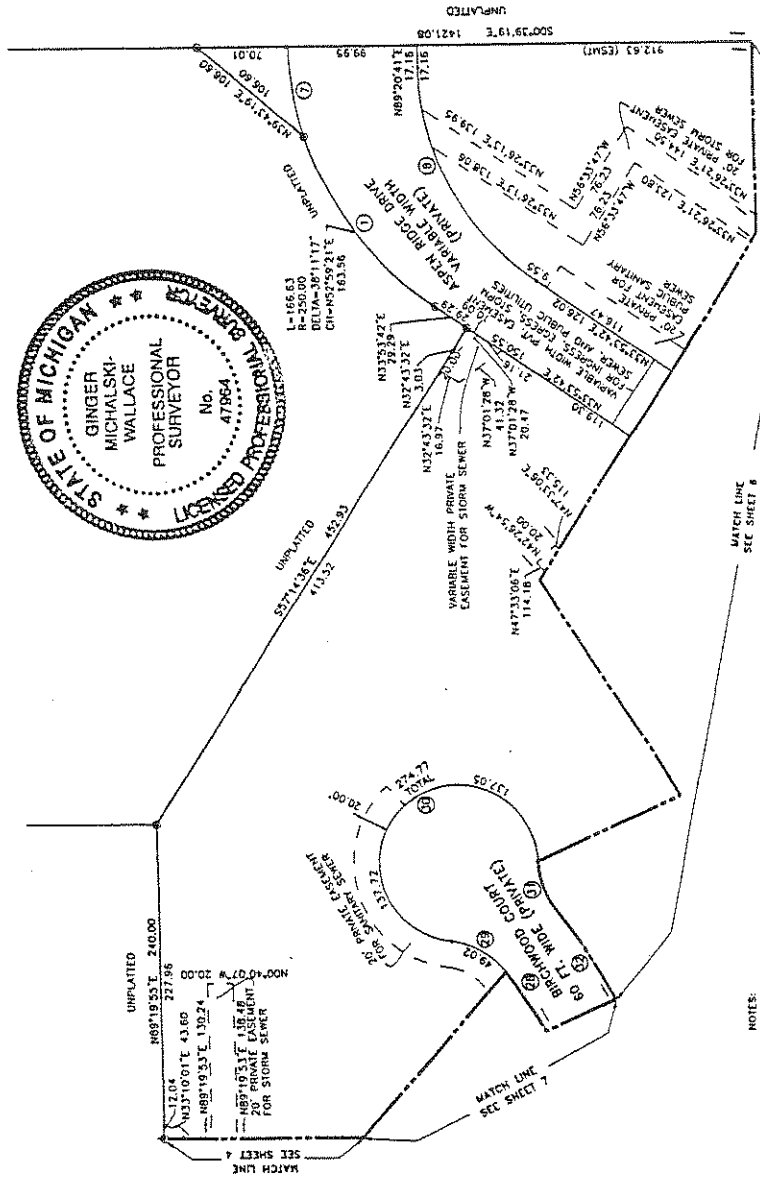
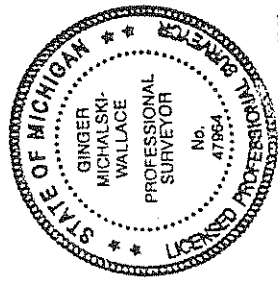
LEGEND

- 3/4" IRON PIPE CONCRETE MONUMENT
- CURVE NUMBER



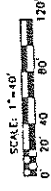
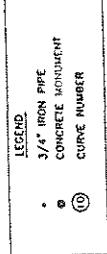
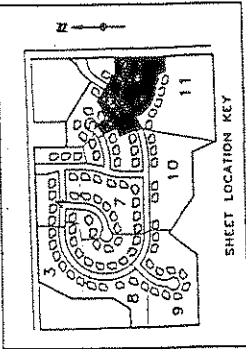
UNPLATTED
 500°19'19"E 1421.08
 BROOKLINE ROAD (VARIABLE WIDTH)
 NORTH-SOUTH 1/4 CORNER OF SECTION 15
 LIBER 113, PAGE 17

CURVE NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
1	186.63	250.00	39°11'17"	S52°59'21"W	163.55
7	70.20	250.00	16°05'16"	S80°07'37"W	69.97
8	183.36	200.00	52°26'59"	S51°37'11"W	186.09
27	244.59	680.00	21°13'59"	N09°56'55"E	243.19
28	311.68	460.00	42°33'31"	N74°35'45"E	333.86
29	49.02	80.00	46°48'49"	N23°24'25"E	47.67
30	274.77	80.00	85°22'51"	S74°18'14"W	38.39
31	479.36	200.00	87°56'36"	N51°22'28"E	404.77



NOTES:

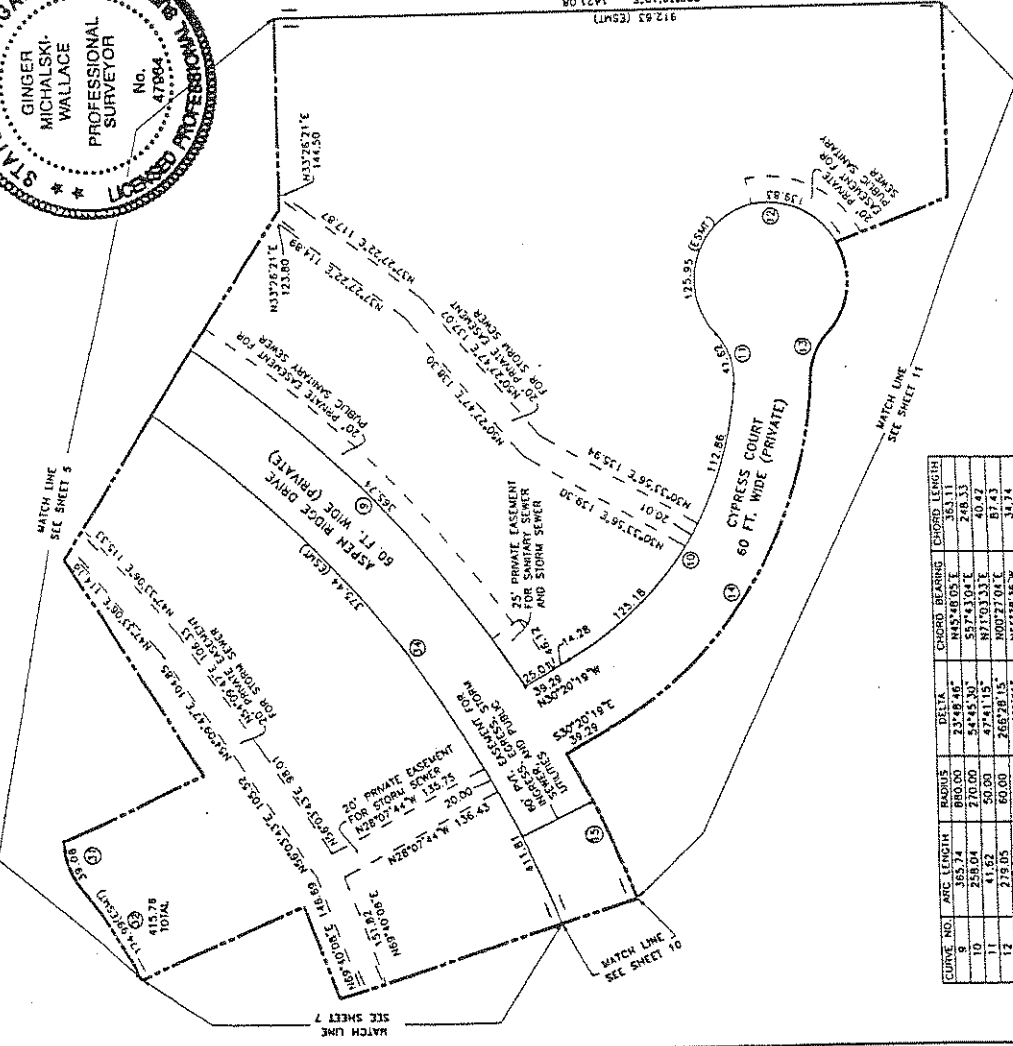
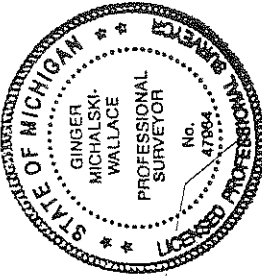
- CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
- BEARINGS BASED ON WOODLANDS NORTH SURVEY MONUMENT NO. 2, RECORDED IN LIBER 116, PAGE 85 OF WAYNE COUNTY RECORDS.



- NOTES:
- CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 - BEARINGS BASED ON WOODLAKE NORTH SUBDIVISION AS RECORDED IN LITER 116, PAGE 85 OF WAYNE COUNTY RECORDS.

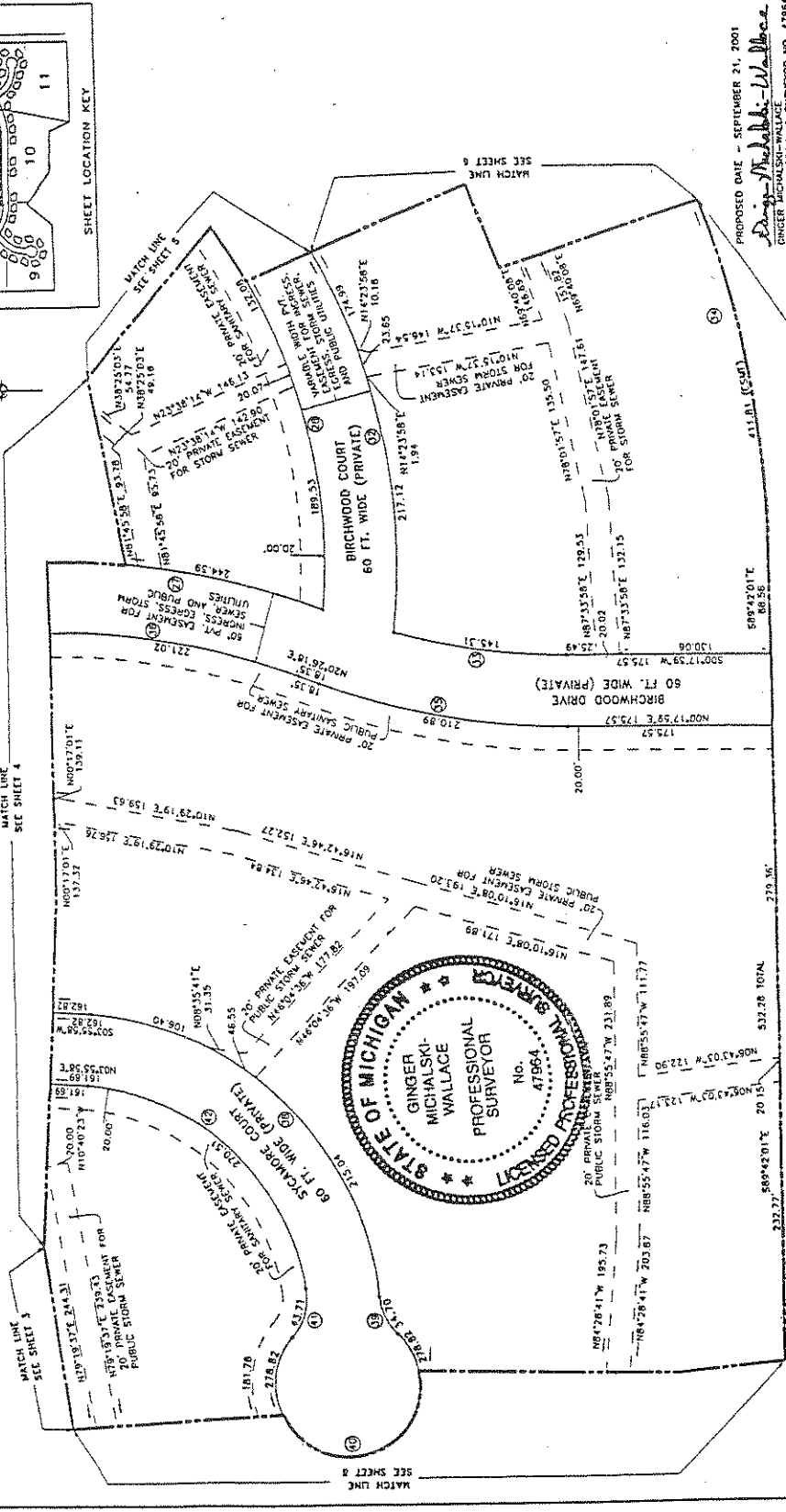
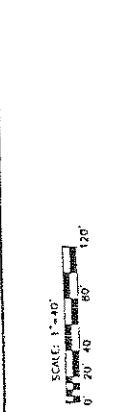
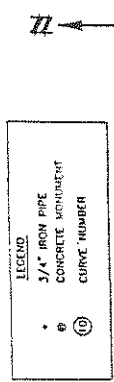
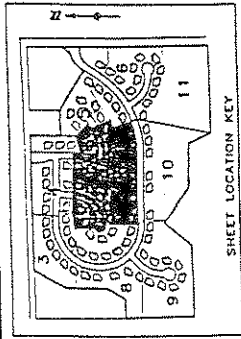
PROPOSED DATE - SEPTEMBER 21, 2001
GINGER Michalski-Wallace
 GINGER MICHALSKI-WALLACE
 PROFESSIONAL SURVEYOR NO. 47864
 ATWELL-HICKS, INC.
 7927 HEMLOCK WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 223-8000

§ SHELTON ROAD (VARIABLE WIDTH)
 NORTH-SOUTH 1/4 LINE OF SECTION 15
 BROOKLAKE RIDGE SUBDIVISION
 LITER 113, PAGE 17



CURVE NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
6	185.74	880.00	235.48.46°	N45°48'05"E	363.11
10	258.04	270.00	54°45'30"	S57°43'04"E	248.33
11	41.62	50.00	47°41'15"	N71°03'33"E	40.42
12	278.05	60.00	268°28'15"	S00°27'04"E	34.74
13	35.48	50.00	49°39'35"	N66°38'35"W	313.67
14	316.19	330.00	56°30'05"	S58°33'21"E	435.98
15	440.56	880.00	29°41'05"	S77°33'45"W	38.39
31	39.08	60.00	37°18'12"	S70°33'45"W	404.77
32	415.76	60.00	84°42'26"E	404.77	775.04
34	607.23	850.00	85°24'17"	N62°05'50"E	775.04

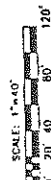
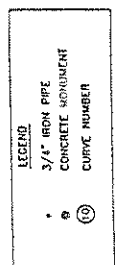
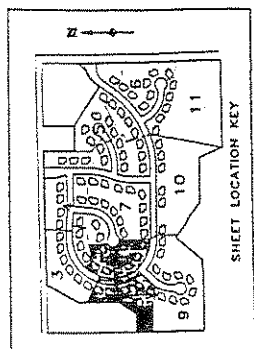
SURVEY PLAN (BUILDINGS 10, 17-20, 23-29)
 WOODLANDS SOUTH CONDOMINIUM



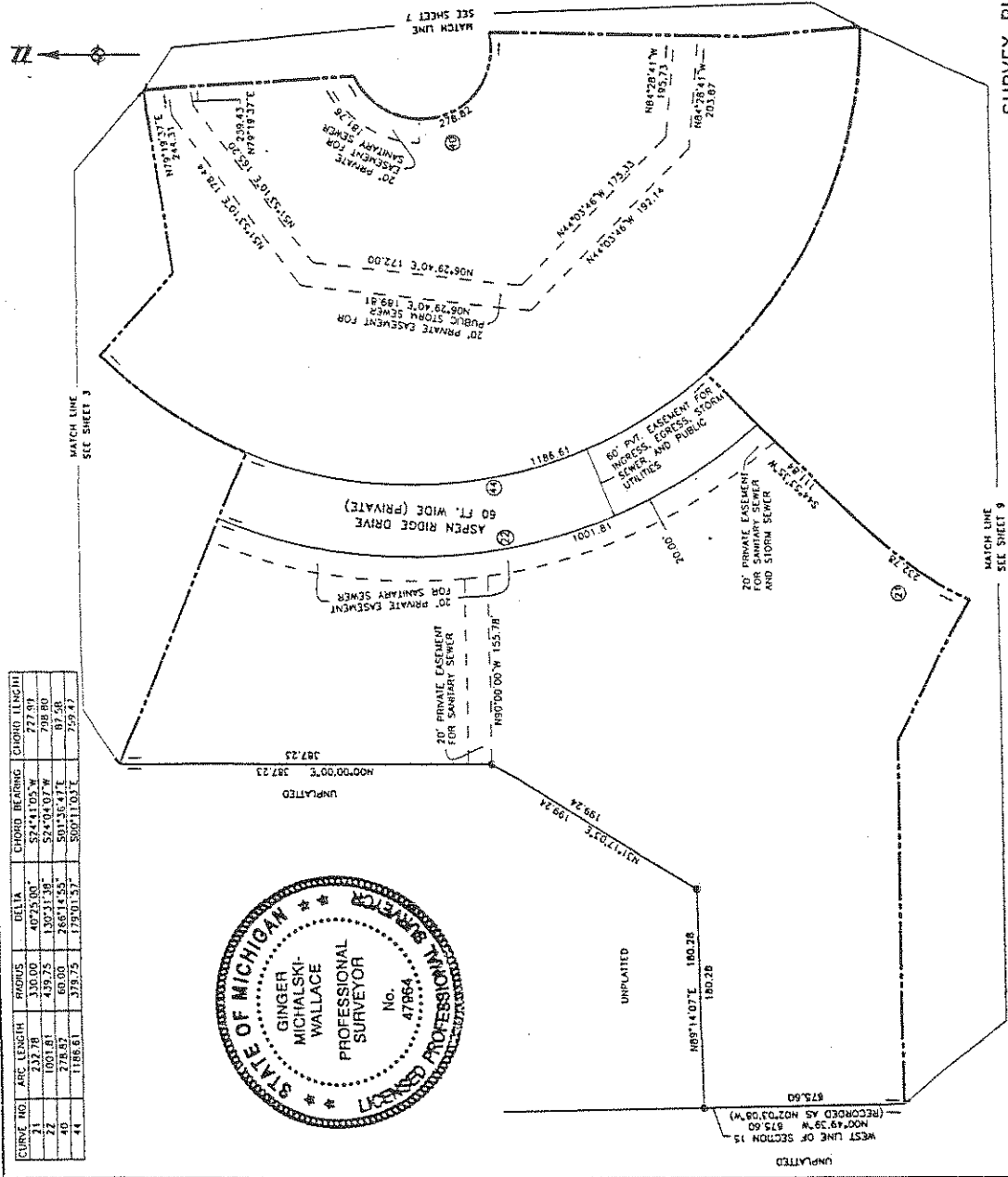
CURVE NO.	ARC LENGTH	CHORD BEARING	CHORD LENGTH
21	11.59	N09°56'55.1\"	24.19
22	31.68	N74°38'45.1\"	33.09
23	41.76	N74°38'45.1\"	40.77
24	145.31	S08°09'31.7\"	144.87
25	607.25	S5°25'04.1\"	602.04
26	210.88	S5°25'04.1\"	207.17
27	210.88	S07°08'19.1\"	207.17
28	387.99	N10°23'23.1\"	388.04
29	34.20	N10°23'23.1\"	34.01
30	43.71	S65°08'40.8\"	42.33
31	200.00	S04°04'59.1\"	200.00
32	270.51	N42°40'58.1\"	250.35

- NOTES:
1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 2. BEARINGS BASED ON WOODLANDS NORTH CONDOMINIUM SURVEY NO. 2, RECORDED UNDER 118, PAGE 85 OF MAINE COUNTY RECORDS.

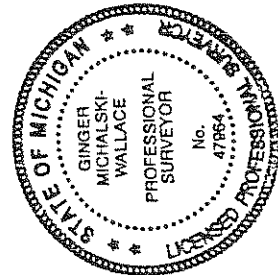
SURVEY PLAN (BUILDINGS 4-5, 11-16, 38-41, 44-48, 52-53, 64-67)
 WOODLANDS SOUTH CONDOMINIUM



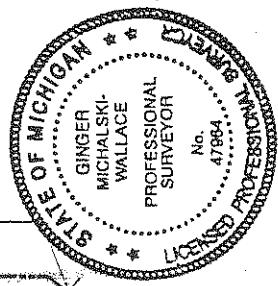
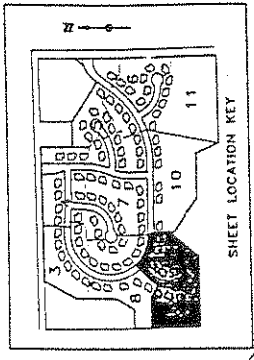
- NOTES:
 1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 2. BEARINGS BASED ON WOODLANDS NORTH RECORD SURVEY NO. 47864 PER 116. PAGE 88 OF WYANDOTT COUNTY RECORDS.



CURVE NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
21	232.78	330.00	40°25'00"	S74°41'05"W	777.81
22	1001.81	439.75	130°31'39"	S74°04'07"W	798.80
40	278.87	60.00	76°51'45"	S00°18'47"E	87.58
44	1186.61	379.75	179°01'57"	S00°11'03"E	759.47

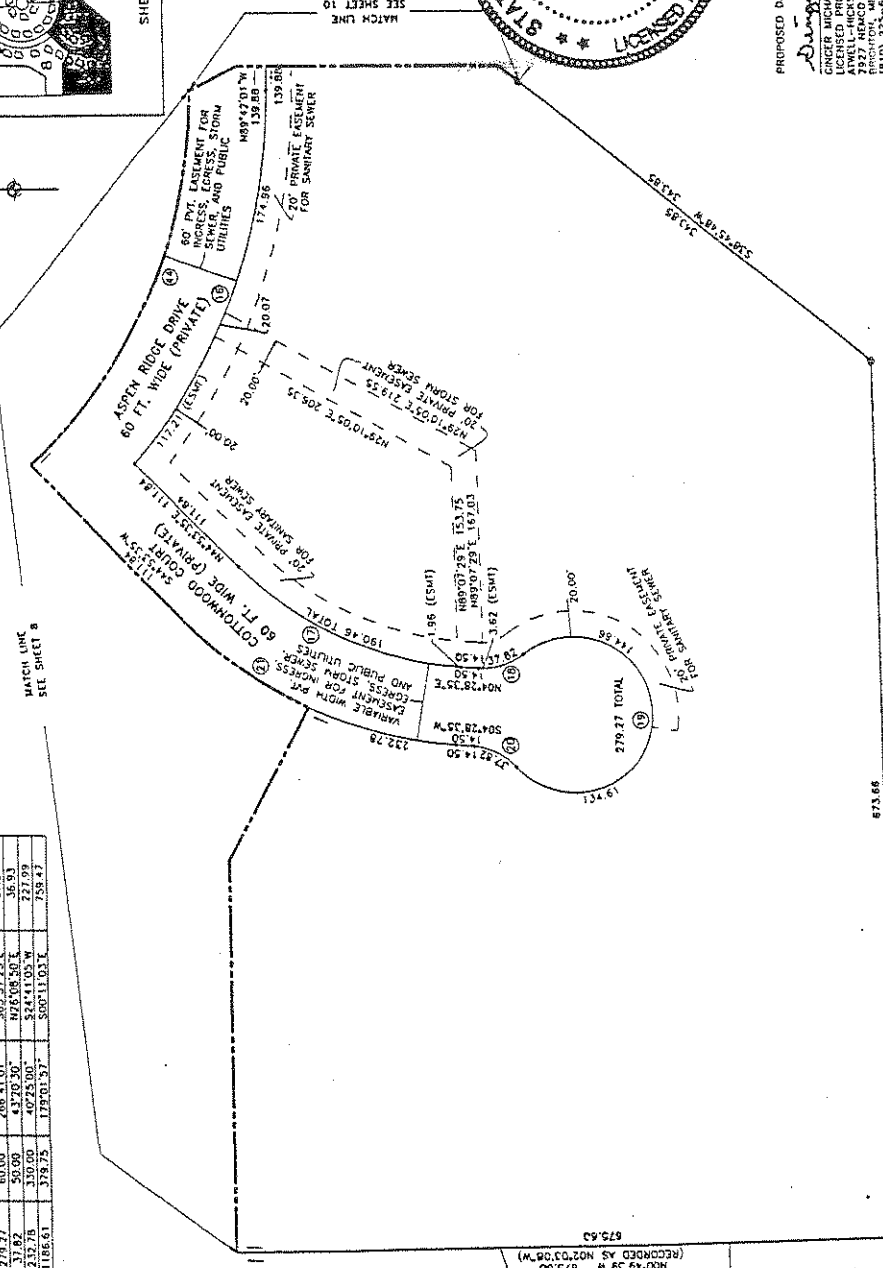
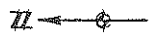


SURVEY PLAN
 (BUILDINGS 49-51, 58-63, 81-85)
 WOODLANDS SOUTH CONDOMINIUM



PROPOSED DATE - SEPTEMBER 21, 2001
Ginger Michalski-Wallace
 GINGER MICHALSKI-WALLACE
 LICENSED PROFESSIONAL SURVEYOR NO. 47984
 2927 HEMLOCK WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (616) 273-6000

**SURVEY PLAN (BUILDINGS 71-80)
 WOODLANDS SOUTH CONDOMINIUM**



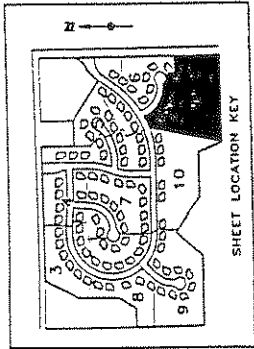
CURVE NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
16	312.24	439.75	40°40'54"	S59°21'34"E	205.37
17	190.46	270.00	40°25'36"	S51°11'40"E	166.54
18	37.87	60.00	266°54'01"	S83°51'25"E	36.93
19	31.82	50.00	43°20'30"	N78°08'58"E	81.27
20	212.76	330.00	40°25'00"	S44°11'03"W	36.93
21	1186.61	13901.57	1°39'01.57"	S00°11'03"E	227.99
22					759.47

- NOTES:
 1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 2. BEARINGS BASED ON WOODLANDS NORTH SUBDIVISION NO. 2, RECORDED IN LIBER 118, PAGE 85 OF WAINTE COUNTY RECORDS.



NORTHVILLE HILLS GOLF CLUB
 588, NO. 3
 LIBER 117, PAGE 11
 UNPLATTED

UNPLATTED
 WEST LINE OF SECTION 15
 RECORDED AS N02°03'06"W
 675.60



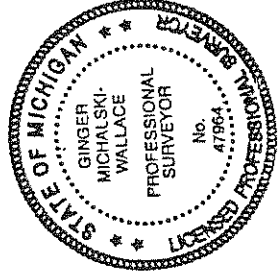
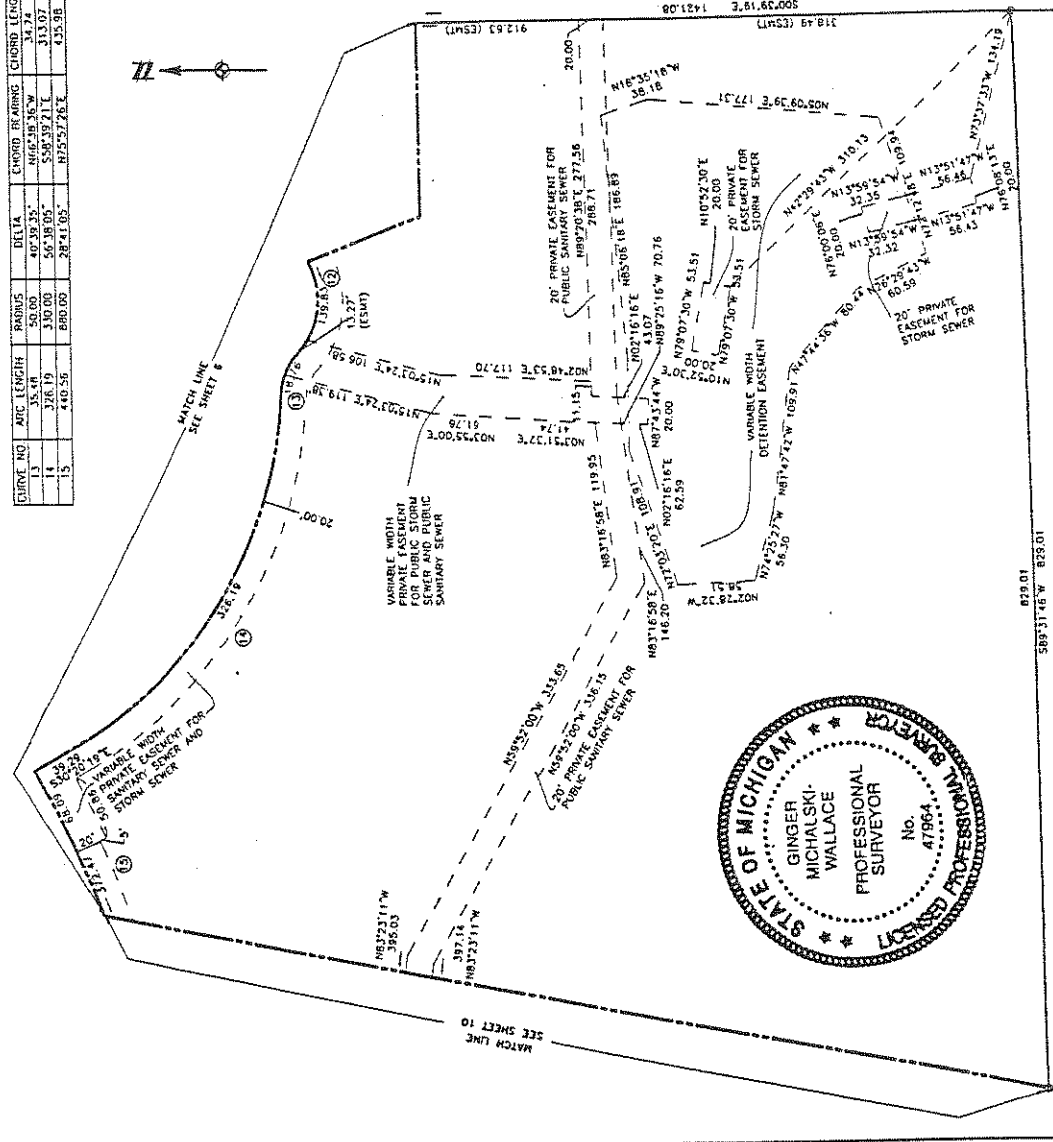
- LEGEND:
- 3/4" IRON PIPE
 - CONCRETE WORKHOLE
 - ⊙ CURVE NUMBER

NOTES:

1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
2. BEARINGS BASED ON WOODLANDS NORTH SURVEY PLAT LIBER 113, PAGE 17, PAGE 85 OF WAJNE COUNTY RECORDS.

PROPOSED DATE - SEPTEMBER 21, 2001
 Ginger Michalski-Wallace
 REGISTERED PROFESSIONAL SURVEYOR NO. 47964
 ATWELL-HICKS, INC. SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 223-6000

CURVE NO	ARC LENGTH	PERCENT	DELTA	CHORD BEARING	CHORD LENGTH
1	35.48	50.00	40°39'35"	N66°28'26"W	34.74
2	376.19	330.00	56°18'05"	S58°39'21"E	313.07
3	440.56	690.00	28°41'09"	N75°52'26"E	435.88



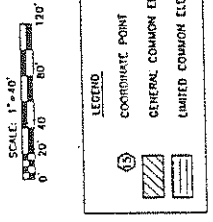
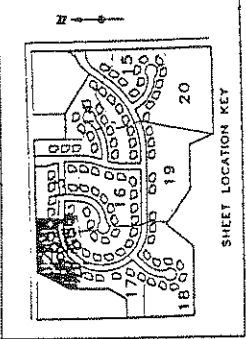
ATWELL-HICKS, INC.

Planning & Construction Services
 Civil Engineering & Surveying
 734 984 4000 810 223 6000 810 723 5300

SECTION 13	WOODLANDS SOUTH CONDOMINIUM (BUILDINGS 55-57, 86-91)
TOWN & SOUTH RANGE & EAST	WAINTE COUNTY, MICHIGAN
NORTHVILLE TOWNSHIP	

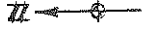
DATE	10/21/00
PROJECT	WOODLANDS SOUTH CONDOMINIUM
OWNER	WALLET HOMES OF MICHIGAN CORPORATION
DESIGNER	ATWELL-HICKS, INC.
CHECKED	
APPROVED	

SITE PLAN (BUILDINGS 55-57, 86-91) WOODLANDS SOUTH CONDOMINIUM



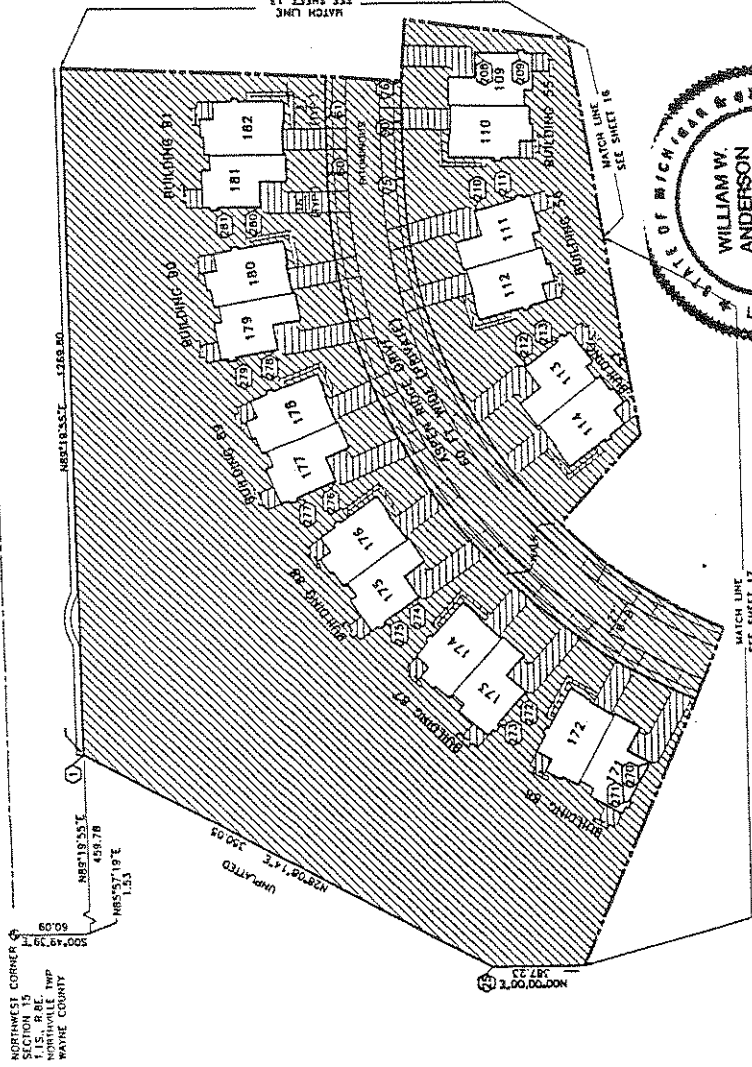
- NOTES:
1. ALL UNITS MUST BE BUILT.
 2. ALL STREET AND PUBLIC UTILITY IMPROVEMENTS MUST BE BUILT.
 3. SEE SHEET 30 AND 31 FOR BUILDING PLANS.
 4. SEE SHEET 32 FOR TYPICAL BUILDING SECTION A-A.
 5. SEE SHEET 31 & 34 FOR FINISH FLOOR ELEVATIONS AND COORDINATE LISTINGS.
 6. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 7. RECREATION PONDS AND PEDESTRIAN PATH MUST BE BUILT.
 8. THIS CONDOMINIUM IS IN A "NO SPECIAL FLOOD HAZARD AREA - ALL ZONE C."
 9. ALL ODD NUMBERED UNITS IN BUILDINGS 1-3, 22-24, 29 & 30 ARE UNIT TYPE B. ALL EVEN & NUMBERED UNITS IN BUILDINGS 1-3, 22-24, 29 & 30 ARE UNIT TYPE A.
 10. ALL ODD NUMBERED UNITS IN BUILDINGS 4-21, 25-28 & 31-33 ARE UNIT TYPE A. ALL EVEN & NUMBERED UNITS IN BUILDINGS 4-21, 25-28, & 31-33 ARE UNIT TYPE B.

PROPOSED DATE - SEPTEMBER 21, 2001
 WILLIAM W. ANDERSON
 LICENSED PROFESSIONAL ENGINEER NO. 37638
 ATWELL-HICKS, INC. SUITE 100
 10000 WOODLANDS DRIVE
 BIRMINGHAM, MICHIGAN 48116
 (810) 223-6000



WOODLANDS NORTH CONDOMINIUM NO. 2
 UNDER 114, PAGE 85

SIX MILE ROAD (120 FT. WIDE)
 NORTH LINE OF SECTION 15

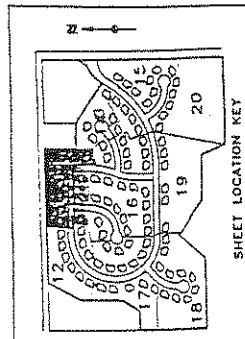


MATCH LINE
 SEE SHEET 17

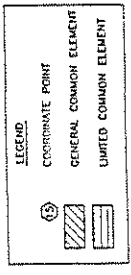
NORTHWEST CORNER
 SECTION 15
 1.15", R.R.E.
 NORTHVILLE TWP
 WAINTE COUNTY

UNPLATTED
 NORTH 71° 17' 30" E
 350.05'

SECTION 15
 3.00 00.00 00

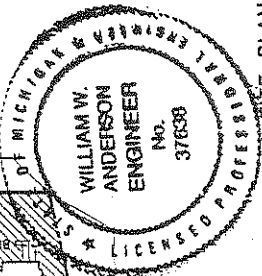


SCALE: 1"=40'
 0 20' 40' 80' 120'



- NOTES:
1. ALL UNITS MUST BE BUILT.
 2. ALL STREET AND PUBLIC UTILITY IMPROVEMENTS MUST BE BUILT.
 3. SEE SHEET 30 AND 31 FOR BUILDING PLANS.
 4. SEE SHEET 32 FOR TYPICAL BUILDING SECTION A-A.
 5. SEE SHEET 32 & 34 FOR FINISH FLOOR ELEVATIONS AND COORDINATE LISTINGS.
 6. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 7. DETENTION PONDS AND PEDESTRIAN PAIR MUST BE BUILT.
 8. THIS CONDOMINIUM IS IN A "NO SPECIAL FLOOD HAZARD AREA - ALL ZONE C."
 9. ALL ODD NUMBERED UNITS IN BUILDINGS 1-3, 22-24, 29 & 30 ARE UNIT TYPE A. ALL EVEN NUMBERED UNITS IN BUILDINGS 1-3, 22-24, 29 & 30 ARE UNIT TYPE B.
 10. ALL ODD NUMBERED UNITS IN BUILDINGS 4-21, 25-26, & 31-35 ARE UNIT TYPE A. ALL EVEN NUMBERED UNITS IN BUILDINGS 4-21, 25-26, & 31-35 ARE UNIT TYPE B.

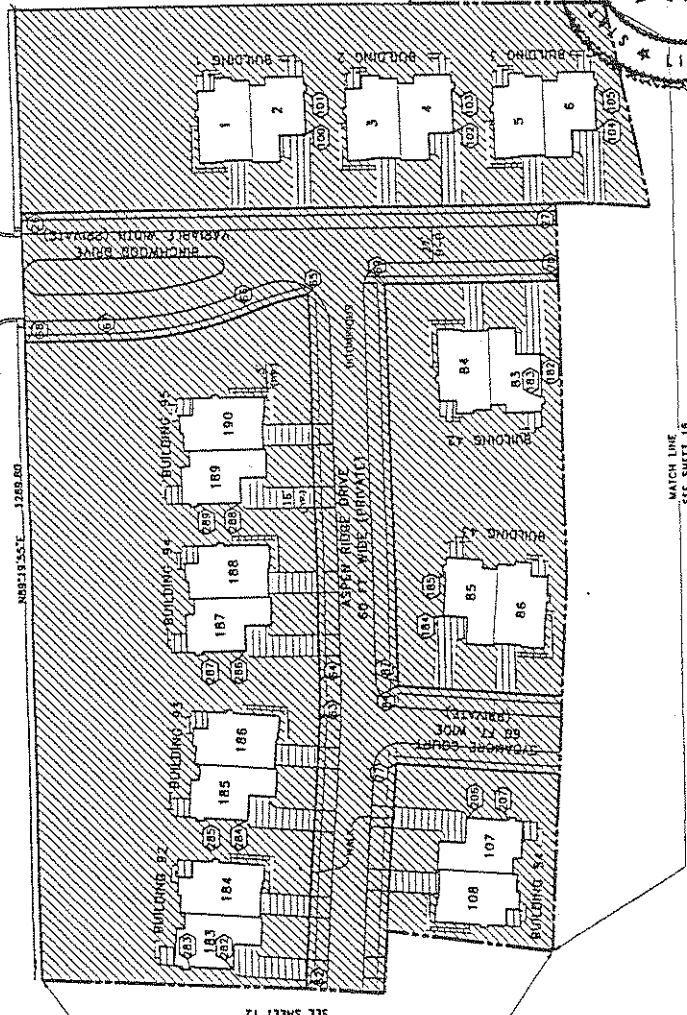
PROPOSED DATE - SEPTEMBER 21, 2001
 WILLIAM W. ANDERSON
 LICENSED PROFESSIONAL ENGINEER NO. 37638
 7027 HAWOOD WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 223-6000



SITE PLAN (BUILDINGS 1-3, 42-43, 54, 92-95)
 WOODLANDS SOUTH CONDOMINIUM

WOODLANDS NORTH SUBDIVISION NO. 2
 LIBER 116, PAGE 63

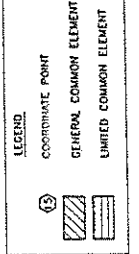
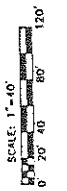
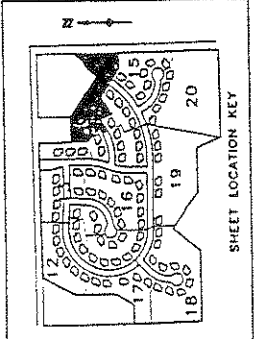
614 MILE ROAD (176 FT. WIDE)
 NORTH LINE 50' SECTION 15



MATCH LINE
 SEE SHEET 16

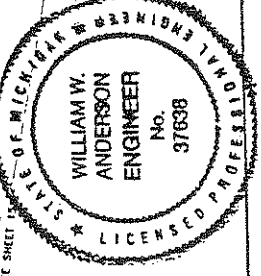
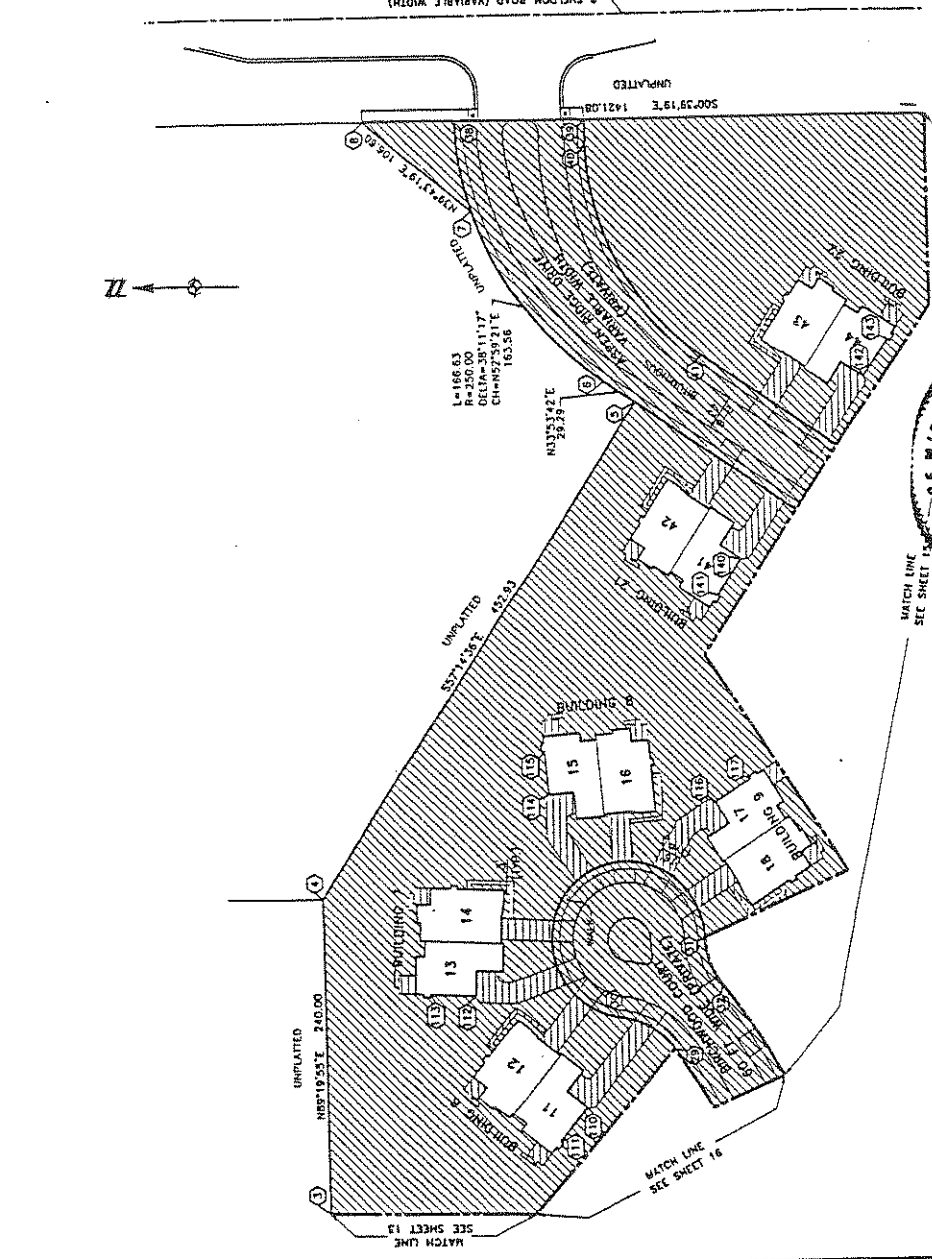
MATCH LINE
 SEE SHEET 12

NO.	DATE	REVISIONS

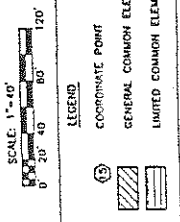
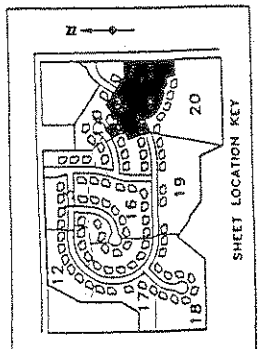


- NOTES:
1. ALL UNITS MUST BE BUILT.
 2. ALL STREET AND PUBLIC UTILITY IMPROVEMENTS MUST BE BUILT.
 3. SEE SHEET 30 AND 31 FOR BUILDING PLANS.
 4. SEE SHEET 32 FOR TYPICAL BUILDING SECTION A-A.
 5. SEE SHEET 33 & 34 FOR FINISH FLOOR ELEVATIONS AND COORDINATE LISTINGS.
 6. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 7. DETENTION PONDS AND PEDESTRIAN PATH MUST BE BUILT.
 8. THIS CONDOMINIUM IS IN A "NO SPECIAL FLOOD HAZARD AREA - ALL ZONE C."
 9. ALL ODD NUMBERED UNITS IN BUILDINGS 1-3, 22-24, 29 & 30 ARE UNIT TYPE A. ALL EVEN NUMBERED UNITS IN BUILDINGS 1-3, 22-24, 29 & 30 ARE UNIT TYPE A.
 10. ALL ODD NUMBERED UNITS IN BUILDINGS 4-21, 25-28, & 31-35 ARE UNIT TYPE A. ALL EVEN NUMBERED UNITS IN BUILDINGS 4-21, 25-28, & 31-35 ARE UNIT TYPE B.

PROPOSED DATE - SEPTEMBER 21, 2001
 WILLIAM W. ANDERSON
 LICENSED PROFESSIONAL ENGINEER NO. 37638
 ATWELL-HICKS, INC.
 2927 NEMCO WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 725-0000



SITE PLAN (BUILDINGS 6-9, 21-22)
WOODLANDS SOUTH CONDOMINIUM

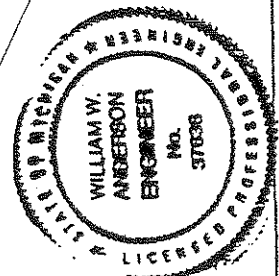
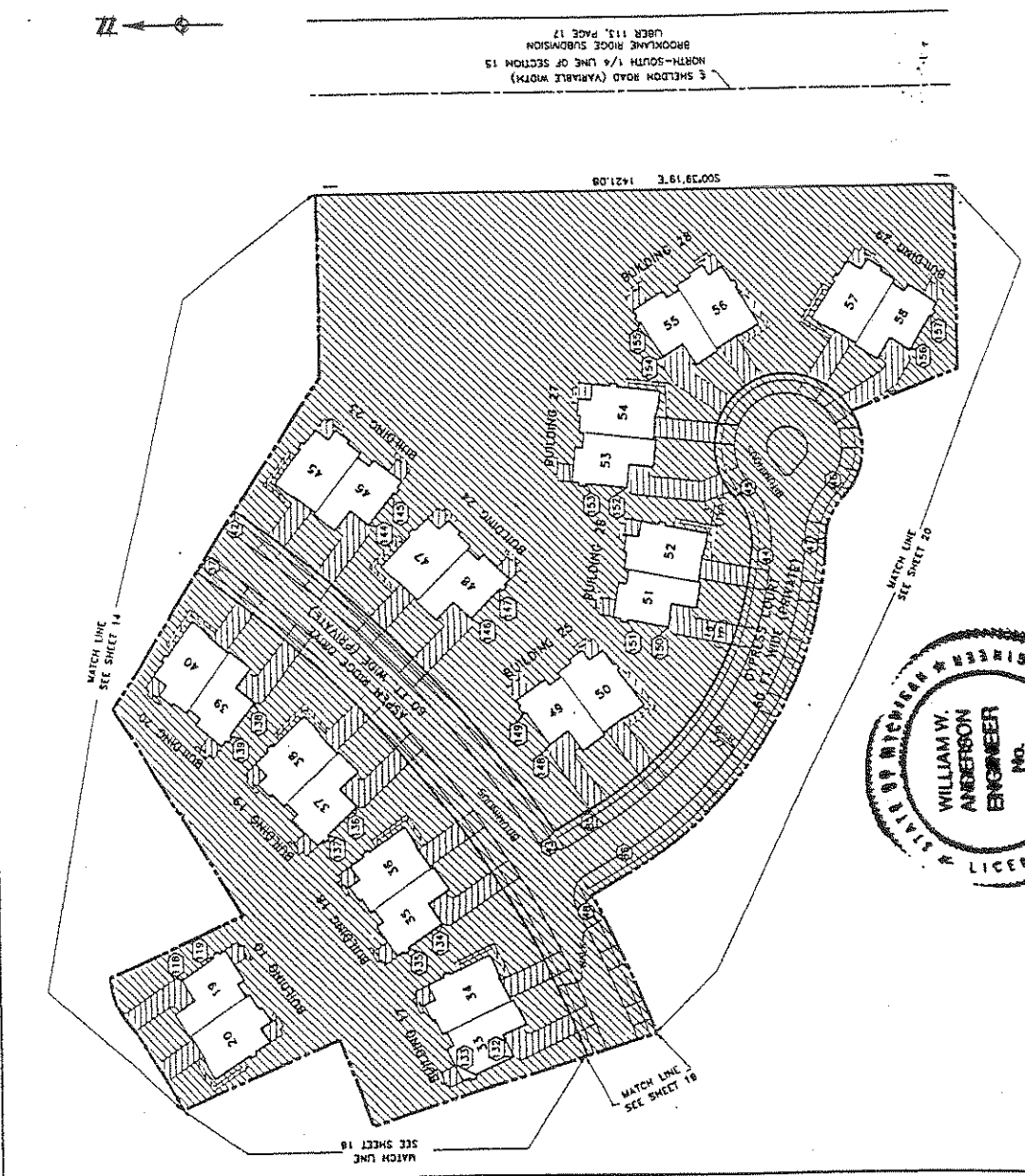


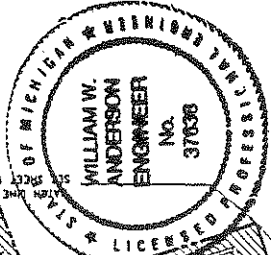
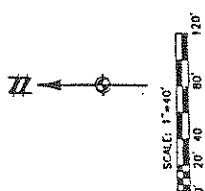
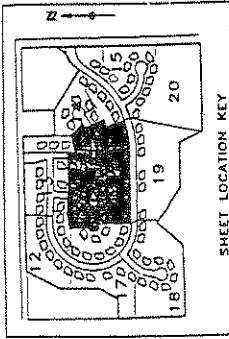
- NOTES:
1. ALL UNITS MUST BE BUILT.
 2. ALL STREET AND PUBLIC UTILITY IMPROVEMENTS MUST BE BUILT.
 3. SEE SHEET 30 AND 31 FOR BUILDING PLANS.
 4. SEE SHEET 32 FOR TYPICAL BUILDING SECTION A-A.
 5. SEE SHEET 33 & 34 FOR FINISH FLOOR ELEVATIONS AND COORDINATE LISTINGS.
 6. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 7. RETENTION PONDS AND PEDESTRIAN PATH MUST BE BUILT.
 8. THIS CONDOMINIUM IS IN A "NO SPECIAL FLOOD HAZARD AREA - ALL ZONE C."
 9. ALL ODD NUMBERED UNITS IN BUILDINGS 1-3, 27-29 ARE UNIT TYPE B. ALL EVEN NUMBERED UNITS IN BUILDINGS 1-3, 27-29, 29 & 30 ARE UNIT TYPE A.
 10. ALL ODD NUMBERED UNITS IN BUILDINGS 4-21, 27-29, 29 & 30 ARE UNIT TYPE A. ALL EVEN NUMBERED UNITS IN BUILDINGS 4-21, 25-26, & 31-35 ARE UNIT TYPE B.

PROCESSED DATE - SEPTEMBER 21, 2001

WILLIAM W. ANDERSON
 LICENSED PROFESSIONAL ENGINEER NO. 37638
 7927 NEMCO WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 225-6000

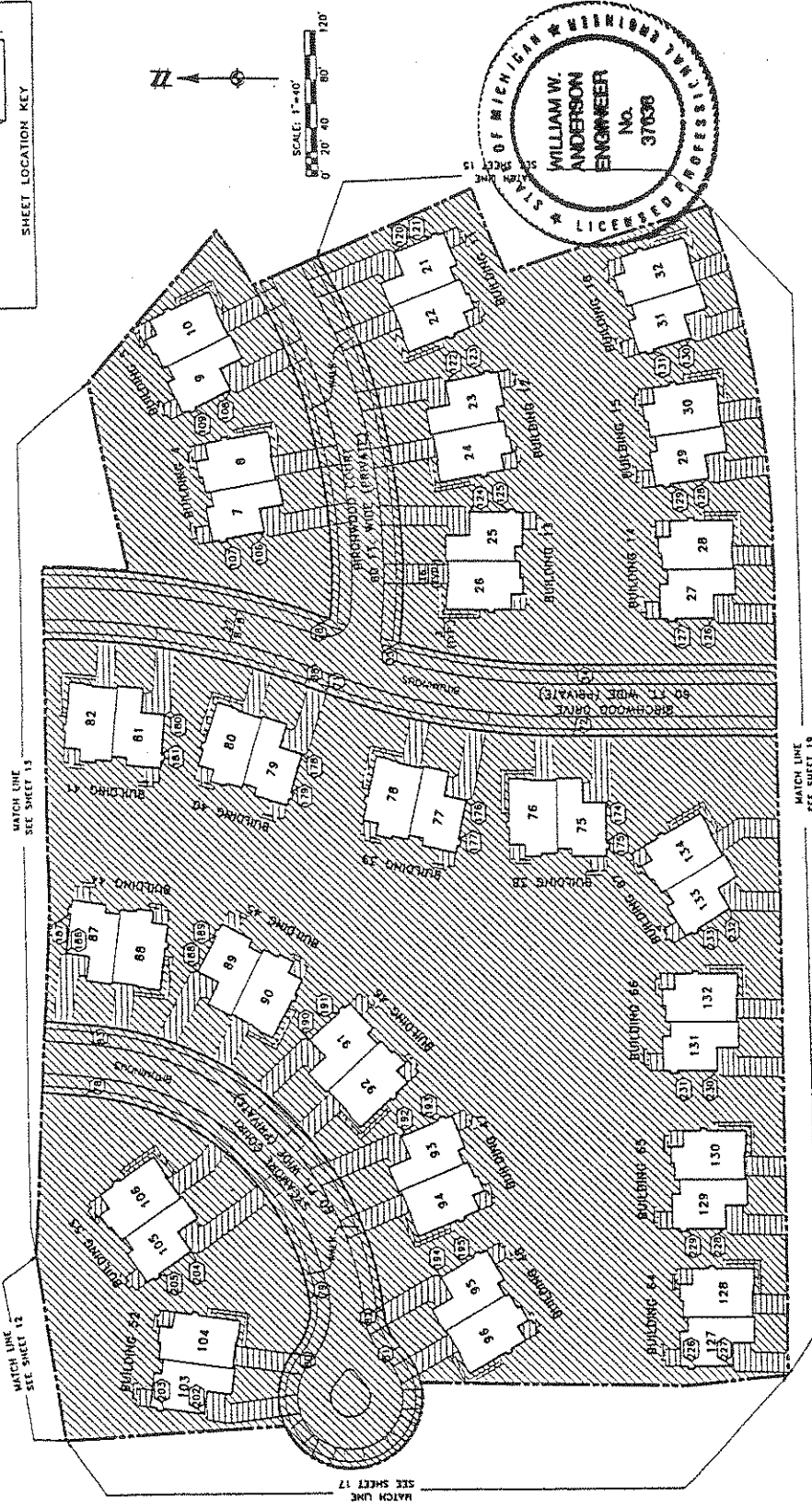
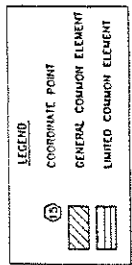
SITE PLAN (BUILDINGS 10, 17-20, 23-29)
 WOODLANDS SOUTH CONDOMINIUM





PROPOSED DATE - SEPTEMBER 21, 2001
 WILLIAM W. ANDERSON
 LICENSED PROFESSIONAL ENGINEER NO. 37638
 2077 WOODLANDS WAY, SUITE 100
 BIRCHINGTON, MICHIGAN 48116
 (810) 223-6000

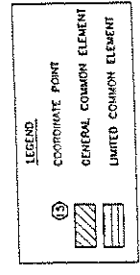
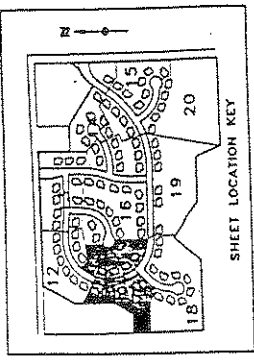
- NOTES:
1. ALL UNITS MUST BE BUILT.
 2. ALL UNITS MUST BE BUILT WITH UTILITY IMPROVEMENTS. MUST BE BUILT.
 3. SEE SHEET 30 AND 31 FOR BUILDING PLANS.
 4. SEE SHEET 32 FOR TYPICAL BUILDING SECTION.
 5. SEE SHEET 33 & 34 FOR TYPICAL COMMON ELEMENTS AND COORDINATE LISTINGS.
 6. SEE SHEET 35 & 36 FOR TYPICAL COMMON ELEMENTS AND COORDINATE LISTINGS.
 7. DISTRICT ZONING AND PENINSULAR PAH MUST BE BUILT.
 8. THIS CONDOMINIUM IS IN A "NO SPECIAL FLOOD HAZARD AREA" - ALL ZONE C -.
 9. ALL 000 NUMBERED UNITS IN BUILDINGS 1-3, 23-24, 28 & 30 ARE UNIT TYPE A.
 10. ALL 001 NUMBERED UNITS IN BUILDINGS 4-21, 25-28, & 31-32 ARE UNIT TYPE B.
 11. ALL 002 NUMBERED UNITS IN BUILDINGS 4-21, 25-28, & 31-32 ARE UNIT TYPE A.
 12. ALL 003 NUMBERED UNITS IN BUILDINGS 4-21, 25-28, & 31-32 ARE UNIT TYPE B.
 13. ALL 004 NUMBERED UNITS IN BUILDINGS 4-21, 25-28, & 31-32 ARE UNIT TYPE A.
 14. ALL 005 NUMBERED UNITS IN BUILDINGS 4-21, 25-28, & 31-32 ARE UNIT TYPE B.



SITE PLAN (BUILDINGS 4-5, 11-16,
 38-41, 44-48, 52-53, 64-67)
 WOODLANDS SOUTH CONDOMINIUM

DATE	2001
PROJECT	WOODLANDS SOUTH CONDOMINIUM
OWNER	WOODLANDS SOUTH CONDOMINIUM
DESIGNER	ATWELL-HICKS, INC.
SCALE	1" = 40'
DATE	2001

STATE OF MICHIGAN PROFESSIONAL ENGINEER
 WILLIAM W. ANDERSON
 ENGINEER
 No. 37638

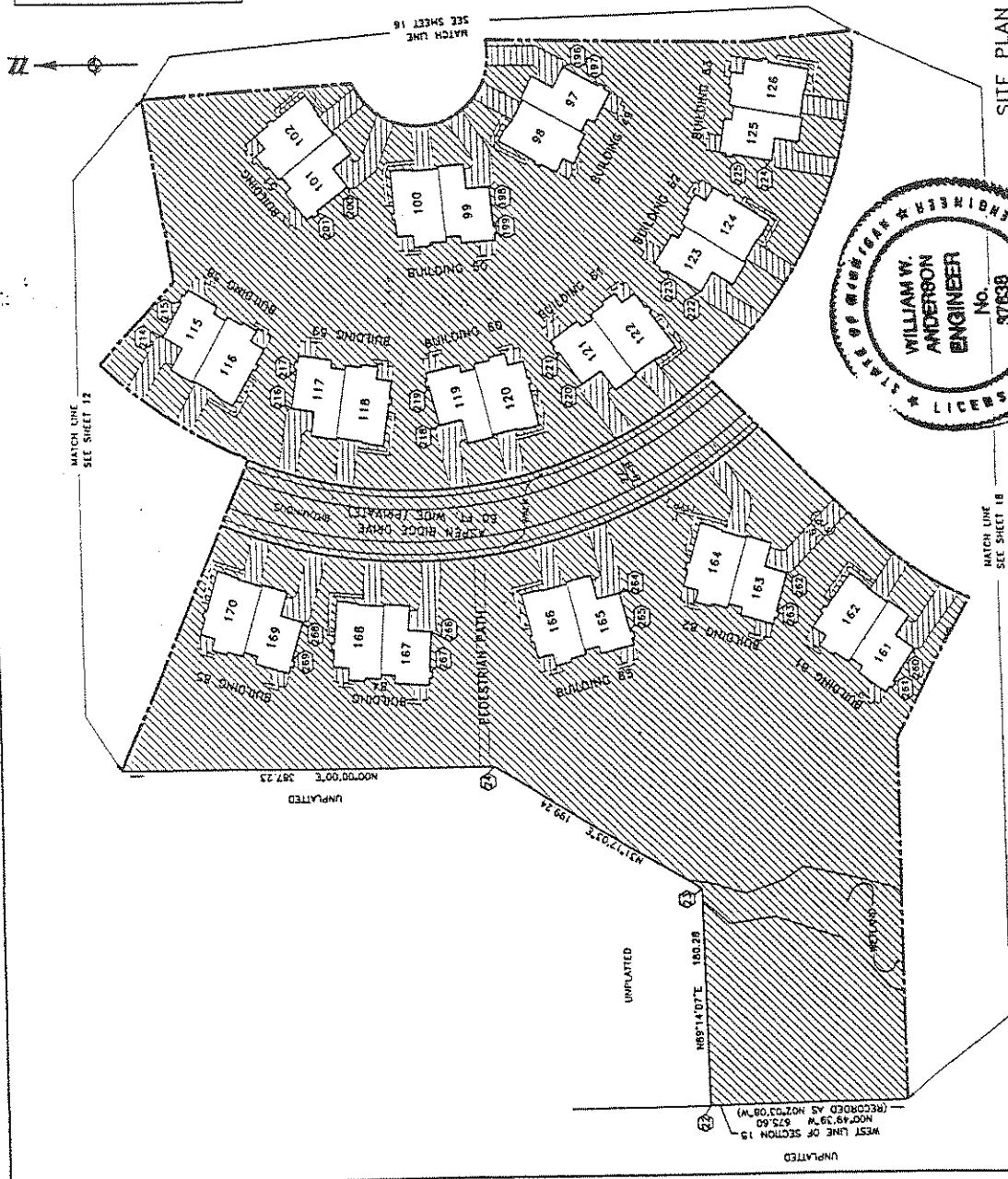


- NOTES:
1. ALL UNITS MUST BE BUILT.
 2. ALL STREET AND PUBLIC UTILITY IMPROVEMENTS MUST BE BUILT.
 3. SEE SHEET 30 AND 31 FOR BUILDING PLANS.
 4. SEE SHEET 32 FOR TYPICAL BUILDING SECTION A-A.
 5. SEE SHEET 31 & 34 FOR GROUND FLOOR ELEVATIONS AND COORDINATE LISTINGS.
 6. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 7. DETENTION PONDS AND PEDESTRIAN PATH MUST BE BUILT.
 8. THIS CONDOMINIUM IS IN A "NO SPECIAL FLOOD HAZARD AREA - ALL ZONE C."
 9. ALL ODD NUMBERED UNITS IN BUILDINGS 1-3, 22-24, 29 & 30 ARE UNIT TYPE B. ALL EVEN NUMBERED UNITS IN BUILDINGS 1-3, 22-24, 29 & 30 ARE UNIT TYPE A.
 10. ALL ODD NUMBERED UNITS IN BUILDINGS 4-21, 25-28, & 31-39 ARE UNIT TYPE A. ALL EVEN NUMBERED UNITS IN BUILDINGS 4-21, 25-28, & 31-39 ARE UNIT TYPE B.

PROPOSED DATE - SEPTEMBER 21, 2001

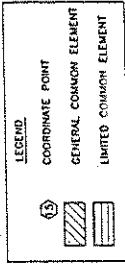
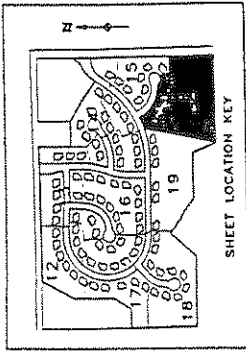
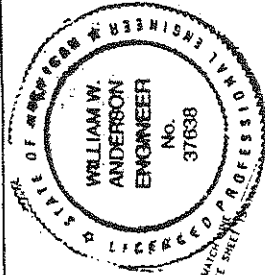
WILLIAM W. ANDERSON
 PROFESSIONAL ENGINEER NO. 37638
 ATWELL-HICKS, INC.
 7927 BELCO WAY, SUITE 100
 FARMINGTON HILLS, MI 48334
 (810) 223-6000

SITE PLAN
 (BUILDINGS 49-51, 58-63, 81-85)
 WOODLANDS SOUTH CONDOMINIUM



STATE OF MICHIGAN PROFESSIONAL ENGINEER
 WILLIAM W. ANDERSON
 ENGINEER
 No. 37638



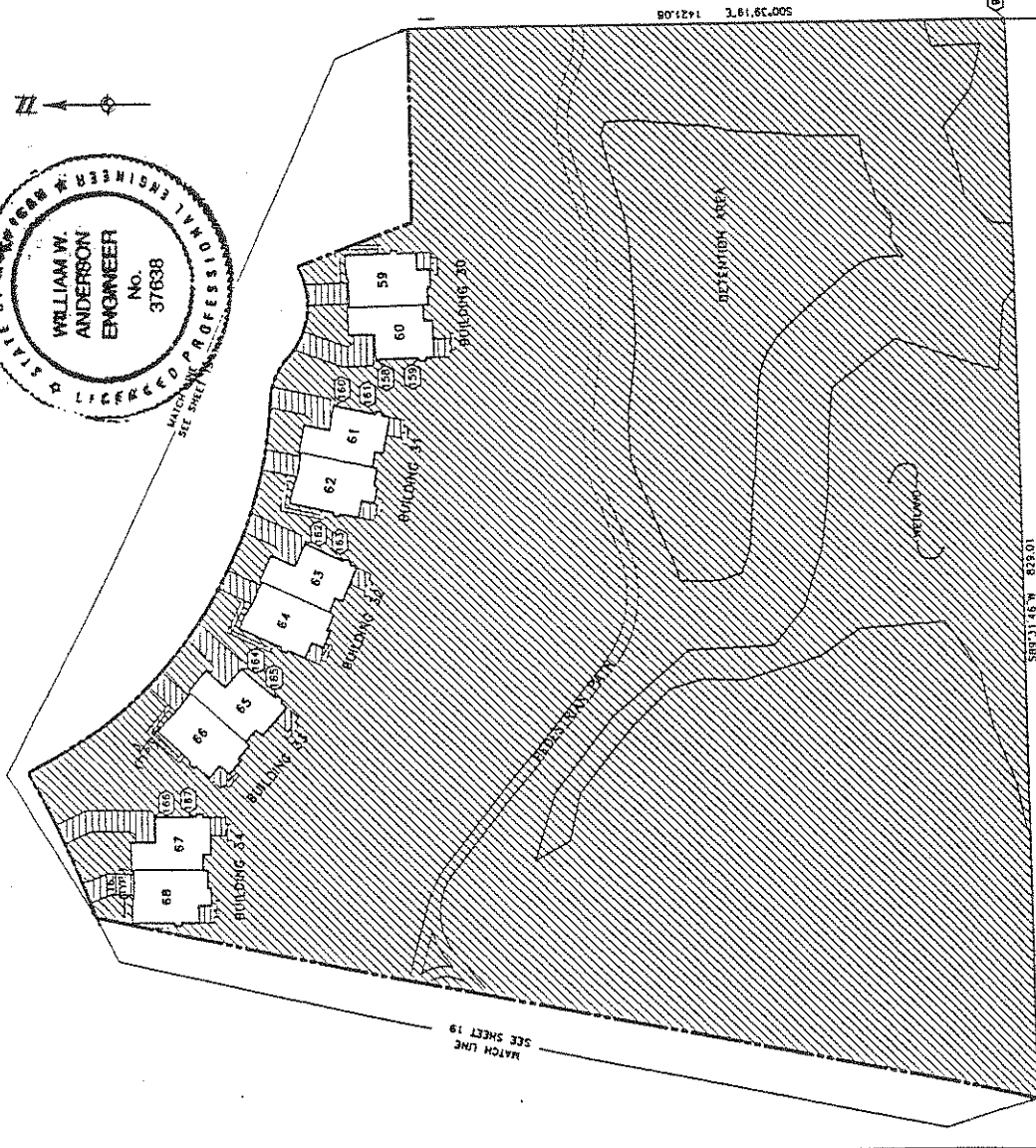


NOTES:

1. ALL UNITS MUST BE BUILT.
2. ALL STREET AND PUBLIC UTILITY IMPROVEMENTS MUST BE BUILT.
3. SEE SHEET 30 AND 31 FOR BUILDING PLANS.
4. SEE SHEET 32 FOR TYPICAL BUILDING SECTION A-A.
5. SEE SHEET 33 & 34 FOR FINISH FLOOR ELEVATIONS AND COORDINATE LISTINGS.
6. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
7. DETENTION PONDS AND PEDESTRIAN PATH MUST BE BUILT.
8. THIS CONDOMINIUM IS IN A "NO SPECIAL FLOOD HAZARD AREA - ALL ZONE C."
9. ALL ODD NUMBERED UNITS IN BUILDINGS 1-3, 22-24, 29 & 30 ARE UNIT TYPE A. ALL EVEN NUMBERED UNITS IN BUILDINGS 1-3, 22-24, 29 & 30 ARE UNIT TYPE A.
10. ALL ODD NUMBERED UNITS IN BUILDINGS 4-21, 22-24, 29 & 30 ARE UNIT TYPE A. ALL EVEN NUMBERED UNITS IN BUILDINGS 4-21, 22-24, 29 & 30 ARE UNIT TYPE B.

PROPOSED DATE - SEPTEMBER 21, 2001

WILLIAM W. ANDERSON
 LICENSED PROFESSIONAL ENGINEER NO. 37638
 7927 HEMLOCK WAY, SUITE 100
 BIRMINGHAM, MICHIGAN 48116
 (810) 225-8000



UNPLATTED
 2 SHELTON ROAD (VARIABLE WIDTH)
 NORTH-SOUTH 1/4 LINE OF SECTION 15
 BROOKLAKEN RIDGE SUBDIVISION
 1989 113, PAGE 17



LEGEND

LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS SHOWN OTHERWISE

FLOOR PLAN UNIT TYPE

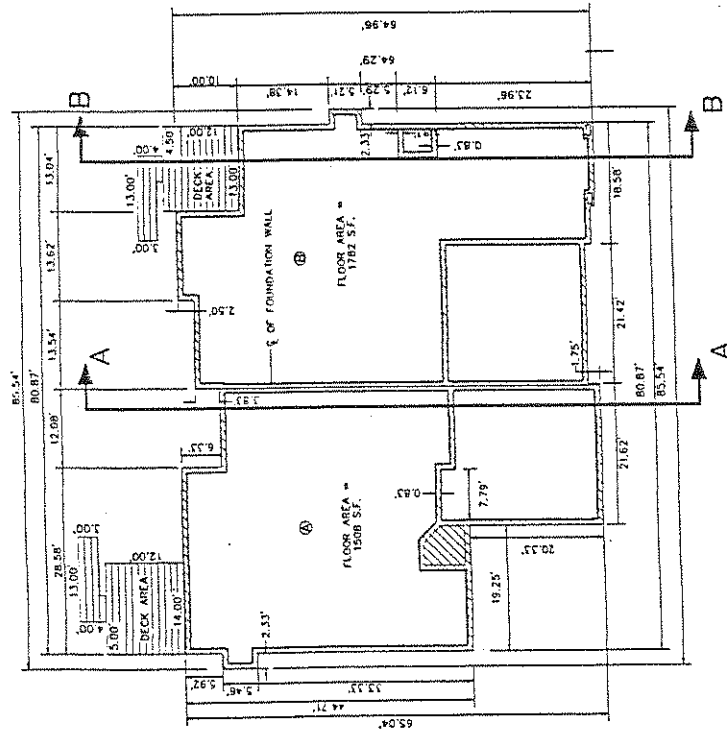
NOTE:

1. FOR LIMITS OF OWNERSHIP SEE FLOOR PLANS

2. FOR HORIZONTAL DIMENSIONS, UNITS ARE TO OUTSIDE OF FOUNDATION WALL

PROPOSED DATE - SEPTEMBER 21, 2001

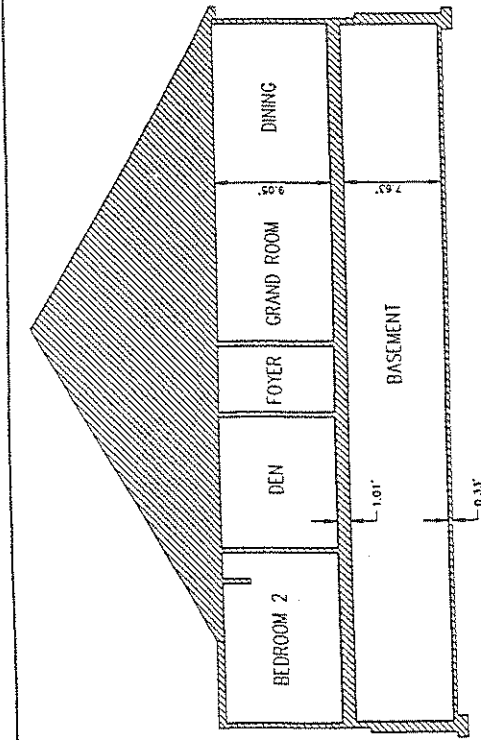
WILLIAM W. ANDERSON
 LICENSED PROFESSIONAL ENGINEER NO. 37638
 2927 BELUCO WAY, SUITE 100
 BRIGHTON, MICHIGAN 48115
 (616) 225-0660



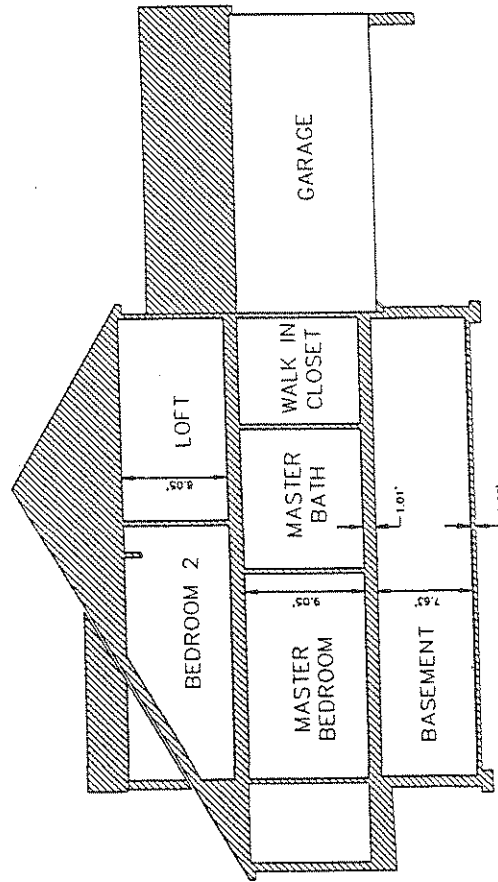
FOUNDATION PLAN

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

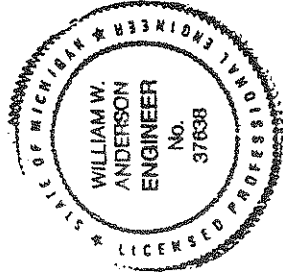
0 4 8 16 24'



UNIT "B"
BUILDING SECTION
SECTION B-B



UNIT "A"
BUILDING SECTION
SECTION A-A



LEGEND



GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE 90° TO
EACH OTHER UNLESS SHOWN
OTHERWISE

NOTE:
1. FOR LIMITS OF OWNERSHIP SEE FLOOR PLANS
2. DIMENSIONS SHOWN ARE TO ROUGH FRAMING

PROPOSED DATE - SEPTEMBER 21, 2001

William W. Anderson
WILLIAM W. ANDERSON
LICENSED PROFESSIONAL ENGINEER NO. 37638
2327 HELIX WAY, SUITE 100
ANN ARBOR, MICHIGAN 48116
(313) 223-6000

COORDINATE NO.	COORDINATE TABLE	
	NORTHING	EASTING
1	4945.60	5462.13
2	4960.40	6731.84
3	4667.42	6733.38
4	4660.32	6973.36
5	4415.15	7258.26
6	4139.48	7372.59
7	4537.92	7503.70
8	4619.92	7511.33
9	3198.84	7587.00
10	3192.10	6758.59
11	3478.43	6664.10
12	3478.36	6240.47
13	3540.45	6098.39
14	3757.41	6146.32
15	3889.79	6166.53
16	3870.32	6046.89
17	3580.74	6044.31
18	3675.13	5912.81
19	3407.02	5686.72
20	3401.47	5023.09
21	4077.00	5013.33
22	4079.41	5193.58
23	4249.88	5297.05
24	4838.91	5297.05
25	4958.59	6576.79
26	4544.62	6581.61
27	4305.09	6539.60
28	4333.78	6061.49
29	4415.10	6885.26
30	4368.31	6846.03
31	4103.52	6199.72
32	4246.88	6191.90
33	3927.95	6498.80
34	3927.49	6587.36
35	4290.19	7272.30
36	4549.92	7572.13
37	4492.98	7523.27
38	4492.76	7292.11
39	4361.33	7392.36
40	4290.19	7272.30
41	4003.58	7081.78
42	3837.04	7291.57
43	3850.18	7299.81
44	3762.74	7379.12
45	3762.51	7379.23
46	3972.28	7016.09
47	3867.49	6597.05
48	3871.05	5962.21

FINISH GRADE ELEVATION SCHEDULE UNIT NO.	FINISH GRADE ELEVATION
151	860.1
152	859.1
153	859.2
154	859.2
155	859.7
156	860.7
157	862.7
158	863.7
159	866.5
160	867.3
161	867.7
162	868.7
163	869.8
164	870.8
165	874.6
166	874.6
167	876.1
168	877.1
169	878.3
170	878.3
171	878.4
172	879.4
173	880.0
174	880.0
175	880.0
176	880.0
177	879.3
178	879.3
179	878.2
180	878.2
181	877.2
182	876.2
183	875.8
184	875.8
185	874.5
186	873.5
187	871.2
188	868.0
189	868.0
190	867.0

FINISH GRADE ELEVATION SCHEDULE UNIT NO.	FINISH GRADE ELEVATION
101	876.2
102	876.2
103	875.9
104	874.9
105	873.0
106	872.0
107	874.7
108	875.7
109	876.3
110	877.3
111	878.6
112	878.6
113	879.8
114	879.8
115	879.8
116	879.8
117	878.8
118	877.8
119	876.4
120	875.4
121	872.9
122	871.8
123	867.6
124	866.8
125	862.8
126	861.6
127	857.9
128	856.9
129	854.2
130	853.2
131	852.2
132	852.4
133	852.4
134	852.4
135	851.7
136	851.7
137	851.0
138	850.0
139	852.2
140	852.2
141	850.5
142	851.5
143	861.4
144	861.4
145	862.3
146	868.3
147	868.3
148	867.3
149	866.9
150	865.9

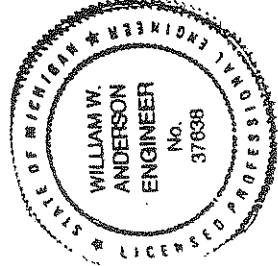
FINISH GRADE ELEVATION SCHEDULE UNIT NO.	FINISH GRADE ELEVATION
51	843.5
52	843.5
53	841.5
54	841.5
55	840.6
56	840.8
57	839.8
58	839.8
59	839.5
60	839.5
61	842.5
62	842.5
63	844.8
64	844.8
65	846.8
66	847.8
67	851.8
68	851.8
69	852.5
70	852.5
71	853.6
72	855.6
73	853.9
74	853.9
75	855.9
76	856.8
77	856.7
78	856.7
79	861.7
80	861.7
81	862.2
82	862.2
83	863.7
84	863.7
85	870.5
86	870.5
87	869.7
88	869.7
89	868.9
90	868.9
91	871.5
92	871.5
93	873.3
94	873.3
95	874.4
96	875.4
97	876.0
98	876.0
99	876.2
100	876.2

FINISH GRADE ELEVATION SCHEDULE UNIT NO.	FINISH GRADE ELEVATION
1	846.5
2	846.5
3	848.9
4	844.9
5	843.9
6	843.9
7	859.7
8	859.7
9	857.8
10	857.8
11	860.9
12	861.8
13	862.0
14	863.0
15	863.1
16	863.1
17	862.3
18	862.3
19	860.0
20	858.0
21	859.9
22	857.9
23	857.9
24	857.9
25	859.7
26	859.7
27	854.1
28	855.1
29	854.3
30	854.5
31	853.2
32	853.2
33	851.4
34	851.4
35	850.1
36	850.1
37	852.1
38	853.1
39	855.4
40	855.4
41	856.5
42	856.5
43	858.9
44	858.9
45	855.3
46	854.3
47	852.2
48	849.8
49	849.8
50	848.8



PROPOSED DATE - SEPTEMBER 21, 2001
 W.W. ANDERSON
 LICENSED PROFESSIONAL ENGINEER NO. 37038
 2927 NEMCO WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 223-6800

FINISHED FLOOR ELEVATION
 & COORDINATE LISTING
 WOODLANDS SOUTH CONDOMINIUM



COORDINATE LISTING (CONT.)
WOODLANDS SOUTH CONDOMINIUM

COORDINATE NO.	NORTHING	EASTING
257	3606.30	5260.14
258	3590.53	5352.46
259	3602.09	5313.05
260	3603.73	5300.42
261	3913.21	5383.38
262	4000.75	5455.09
263	4100.44	5473.18
264	4100.44	5440.42
265	4131.83	5408.11
266	4298.69	5410.35
267	4301.26	5377.11
268	4402.23	5419.60
269	4418.55	5387.81
270	4511.26	5452.43
271	4527.78	5433.42
272	4606.44	5507.47
273	4628.83	5482.77
274	4658.68	5581.48
275	4713.90	5552.24
276	4748.87	5671.17
277	4778.82	5658.52
278	4790.04	5772.25
279	4822.85	5788.41
280	4801.18	5681.61
281	4834.52	5681.34
282	4804.48	5996.69
283	4837.23	5996.69
284	4791.87	6110.12
285	4824.93	6112.60
286	4790.82	6138.18
287	4824.15	6236.79
288	4792.24	6236.79
289	4823.57	6352.28

COORDINATE NO.	NORTHING	EASTING
207	4592.28	6109.19
208	4637.74	5998.86
209	4659.47	5998.00
210	4636.38	5978.59
211	4604.19	5895.27
212	4600.33	5756.35
213	4573.77	5776.49
214	4521.76	5658.56
215	4504.74	5687.21
216	4412.24	5697.32
217	4207.89	5620.21
218	4295.45	5614.82
219	4166.55	5613.05
220	4185.93	5642.17
221	4106.68	5690.91
222	4094.84	5708.75
223	4082.77	5788.83
224	4027.11	5804.77
225	4035.91	5814.86
226	4014.67	5914.86
227	3981.34	5914.86
228	3985.74	6028.83
229	4018.06	6028.83
230	3990.06	6109.66
231	4033.39	6160.04
232	3975.77	6355.00
233	4004.50	6278.09
234	3823.13	6109.52
235	3789.79	6400.35
236	3823.72	6387.31
237	3790.39	6387.31
238	3824.32	6312.25
239	3790.99	6312.25
240	3823.45	5901.03
241	3837.79	5997.96
242	3805.56	5787.70
243	3818.53	5638.15
244	3888.00	5662.77
245	3816.46	5590.55
246	3703.94	5535.40
247	3707.08	5588.50
248	3707.08	5535.40
249	3707.08	5535.40
250	3592.26	5535.40
251	3555.85	5556.73
252	3512.68	5436.41
253	3465.10	5425.78
254	3285.75	5325.26
255	3285.75	5325.26
256	3216.92	5308.58

COORDINATE NO.	NORTHING	EASTING
157	3686.85	7476.40
158	3692.99	7327.98
159	3659.67	7328.10
160	3727.05	7292.54
161	3894.36	7285.92
162	3751.98	7188.28
163	3772.61	7172.52
164	3692.27	7098.49
165	3777.04	7087.71
166	3873.57	6975.92
167	3840.23	6840.33
168	3854.51	6817.49
169	3821.96	6732.43
170	3788.11	6735.67
171	3811.96	6780.93
172	3780.83	6820.78
173	4077.01	6384.74
174	4072.18	6359.91
175	4193.85	6367.32
176	4201.25	6354.81
177	4329.67	6426.50
178	4339.58	6394.68
179	4444.56	6429.31
180	4447.31	6426.50
181	4559.91	6486.09
182	4559.52	6432.76
183	4640.86	6265.55
184	4638.57	6298.81
185	4530.06	6260.48
186	4523.86	6293.52
187	4521.31	6276.39
188	4405.68	6274.79
189	4327.96	6187.75
190	4303.59	6210.46
191	4263.53	6107.03
192	4272.76	6119.86
193	4223.85	6082.10
194	4193.04	6082.10
195	4174.99	5878.34
196	4145.75	5863.53
197	4140.96	5760.60
198	4258.22	5747.38
199	4258.22	5747.38
200	4368.21	5781.36
201	4368.49	5780.85
202	4472.29	5677.69
203	4455.29	5682.33
204	4458.02	6013.70
205	4458.02	5984.13
206	4625.32	6111.47

COORDINATE NO.	NORTHING	EASTING
107	4380.66	6605.48
108	4384.47	6719.53
109	4414.37	6714.80
110	4463.08	6817.23
111	4493.28	6791.60
112	4454.37	6922.15
113	4578.73	6903.37
114	4578.73	7055.31
115	4490.90	7089.61
116	4358.01	7048.88
117	4329.86	7066.88
118	4308.30	6943.80
119	4269.31	6952.08
120	4244.99	6845.58
121	4213.88	6855.25
122	4204.28	6735.64
123	4171.36	6741.40
124	4186.18	6627.20
125	4152.76	6626.72
126	3983.51	6537.36
127	4077.04	6537.20
128	3985.23	6653.72
129	4018.33	6648.05
130	3997.92	6770.68
131	4039.87	6760.82
132	4039.24	6880.23
133	4099.40	6885.82
134	4093.58	6898.01
135	4120.88	6892.99
136	4161.59	7082.99
137	4185.88	7060.03
138	4243.32	7186.74
139	4263.84	7140.34
140	4316.17	7235.18
141	4332.76	7207.52
142	4235.86	7225.13
143	4177.39	7402.97
144	4126.45	7335.69
145	4066.11	7232.99
146	4042.55	7258.57
147	4005.70	7130.74
148	4025.50	7157.56
149	3907.85	7225.40
150	3940.42	7231.61
151	3920.39	7338.47
152	3971.53	7242.09
153	3908.04	7444.48
154	3923.86	7472.62
155	3792.69	7448.24

COORDINATE NO.	NORTHING	EASTING
91	3876.82	4620.11
92	3979.59	5341.18
93	3715.84	5473.05
94	3660.37	5462.06
95	3687.18	5388.08
96	3720.33	5402.33
97	3734.76	5403.48
98	3941.83	5498.67
99	4021.18	5577.61
100	4750.51	5903.38
101	4751.03	5947.25
102	4758.04	5981.76
103	4756.04	6105.25
104	4735.20	6215.04
105	4781.33	6498.85
106	4898.80	6477.59
107	4927.43	6476.79
108	4876.75	6520.05
109	4843.82	6521.82
110	4843.82	6477.48
111	4310.21	6439.72
112	4101.83	6438.80
113	3928.27	6438.80
114	3931.05	5908.52
115	4890.52	5904.08
116	4890.18	5977.84
117	4876.18	6142.42
118	4518.68	6141.42
119	4332.81	5971.70
120	4344.81	5931.11
121	4257.26	5933.58
122	4271.55	5984.43
123	4512.74	6201.28
124	4875.18	6212.45
125	4875.18	6212.45
126	3969.67	7081.63
127	3938.37	7029.84
128	4675.20	8215.74
129	4327.41	8483.88
130	4931.03	5947.85
131	3797.99	6089.19
132	4736.51	6634.79
133	4738.90	6660.12
134	4625.28	6638.11
135	4625.66	6689.44
136	4512.04	6837.33
137	4512.43	6870.66
138	4357.88	6811.58

PROPOSED DATE - SEPTEMBER 21, 2001

Wm W. Anderson

WILLIAM W. ANDERSON
 LICENSED PROFESSIONAL ENGINEER NO. 37638
 ATWELL-HICKS, INC.
 7937 REMOND WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (616) 283-6880



EXHIBIT A

BYLAWS

WOODLANDS SOUTH CONDOMINIUM

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ARTICLE 1
ASSOCIATION OF CO-OWNERS

Woodlands South Condominium, a residential Condominium Project located in the Township of Northville, Wayne County, Michigan, shall be administered by Woodlands South Condominium Association, an organization of Co-Owners which is a non-profit corporation (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 in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Michigan Condominium Act, as amended, (the "Act") and the Bylaws of the Association provided for under the Michigan Non-profit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership in the Association. 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 the Co-Owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements of the Project shall be subject to the provisions and terms set forth in Condominium Documents.

ARTICLE 2
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 in accordance with the following provisions:

Section 2.1 Assessments for Common Elements. All costs incurred by the Association in satisfaction of any, improvement or maintenance costs or liability arising within, caused by, or connected with the Common Elements and easements for which the Association has improvements or maintenance responsibility or the administration of the Condominium Project and charges relating to insurance, repairs, or maintenance of the Common Elements and easement areas of the Condominium shall constitute expenditures affecting the administration of the Project, and shall be billed to the Co-Owners as set forth in the Master Deed and Bylaws, 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 2.2 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

2.2.1 Budget and General Assessments. The Board of Directors of 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 monthly, annual, or other periodic assessment payments as determined by the Board of Directors, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association 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 Board of Directors, copies of the budget shall be delivered to each Co-Owner and the periodic assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish the liability of any Co-Owner for any existing or future periodic assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the periodic assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, to provide replacements of existing Common Elements, to provide additions to the Common Elements not exceeding Ten Thousand (\$10,000) Dollars or that an event of emergency exists, the Board of Directors shall have the authority to increase the general periodic assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-Owner consent, to levy assessments pursuant to the provisions of Article 5, Section 5.4 of these Bylaws. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

2.2.2 Special Assessments. Special assessments, in addition to those required in subparagraph 2.2.1 above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements or costs exceeding Ten Thousand (\$10,000) Dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph 2.2.2 (but not including those assessments referred to in subparagraph 2.2.1 above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without

the prior approval of more than sixty percent (60%) of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with subsection 2.2.1 above shall be payable by Co-Owners annually unless otherwise determined by the Board of Directors, commencing with acceptance of a deed to a Unit 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. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article 19, Section 19.4, levy fines for the late payment in addition to such interest. 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 such Co-Owner's Unit which may be levied while such Co-Owner is the Owner thereof, except a land contract purchaser from any Co-Owner including from 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 2.4 Waiver of Use or Abandonment of Unit. No Co-Owner is exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Co-Owner's Unit.

Section 2.5 Enforcement

2.5.1 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 and the lien created by the Condominium Documents 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 such 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 the Association's 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 such Co-Owner's 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 such Co-Owner. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

2.5.2 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 such Co-Owner was notified of the provisions of this subparagraph and that the Co-Owner 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.

2.5.3 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 the last known address of such Co-Owner(s), a written notice that one or more installments of the general periodic or special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder. 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. 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.

2.5.4 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 such Co-Owner's Unit.

Section 2.6 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 and except for assessments that have priority over the first mortgage as provided in Section 108 of the Act).

Section 2.7 Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments.

Section 2.8 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 2.9 Personal Property Tax and Special 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 2.10 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.

Section 2.11 Statements 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 and Related Costs described below. 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 and Related Costs as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amount of interest, late charges, fines, costs and attorneys' fees due and owing with respect to the Unit ("Related Costs"). Upon the payment of that sum set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied. Provided, however, 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 Related Costs and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments and Related Costs constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record

ARTICLE 3 ARBITRATION / JUDICIAL ACTIONS AND CLAIMS

Section 3.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners or among or between a Co-Owner 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 and judgment on such decision shall be entered by any court of competent jurisdiction, 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. In the absence of agreement to the contrary, the arbitration shall be conducted by the American Arbitration Association. The costs of the arbitration shall be paid equally by the parties to the arbitration proceedings.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 Election of Remedies. Such election and written consent by Co-Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 3.4 Judicial Claims and Actions. Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the

Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposed to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

3.4.1 Board of Director's Recommendation to Co-Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

3.4.2 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting and shall include the following information:

(A) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

- (1) it is in the best interests of the Association to file a lawsuit;
- (2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
- (3) litigation is the only prudent, feasible and reasonable alternative; and
- (4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(B) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

- (1) the number of years the litigation attorney has practiced law; and
 - (2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.
- (C) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (D) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
- (E) The litigation attorney's proposed written fee agreement.
- (F) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by this Section.

3.4.3 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-Owners with the written notice of the litigation evaluation meeting.

Section 3.4.4 Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners in the text of the Association's written notice to the Co-Owners of the litigation evaluation meeting.

Section 3.4.5 Co-Owner Vote Required. At the litigation evaluation meeting the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 3.4.6 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Section shall be paid by special assessment of the Co-Owners of the Association ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-Owners of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 3.4.7 Attorney's Written Report. During the course of any civil action authorized by the Co-Owners pursuant to this Section, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(A) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(B) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(C) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(D) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(E) Whether the originally estimated total cost of the civil action remains accurate.

Section 3.4.8 Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (A) The status of the litigation.
- (B) The status of settlement efforts, if any.
- (C) The attorney's written report.

Section 3.4.9 Changes in the Litigation Special Assessment. If, at any time, during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-Owners, the Board of Directors shall call a special meeting of the Co-Owners to review the status of the litigation, and to allow the Co-Owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 3.4.10 Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE 4 INSURANCE

Section 4.1 Extent of Coverage. The Association shall to the extent appropriate given the nature of the General Common Elements and such common amenities or areas as may be located outside of the Condominium but placed under the management and control of this Association, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workers compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Project and such insurance shall be carried and administered in accordance with the following provisions. Limited Common Element insurance shall be the responsibility of the Co-Owners to which such Limited Common Elements are appurtenant.

4.1.1 Responsibilities of 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.

4.1.2 Insurance on Common Elements. All General Common Elements of the Condominium Project if insurable shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of 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 invoiced by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-Owners upon request and reasonable notice during normal business hours so that Co-Owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-Owners of the nature and extent of all changes in coverages.

4.1.3 Liability Insurance. The Association shall carry liability insurance on the General Common Elements and the assets of the Association, and, to the extent reasonably available, shall carry officer's and director's liability insurance insuring its officers and directors.

4.1.4 Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

4.1.5 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 5 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to have appointed the Association as such Co-Owner's 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 workers compensation insurance, if applicable, pertinent to the Condominium Project and the

General Common Elements thereof, and 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.

Section 4.3 Responsibility of Co-Owners. Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to such Co-Owner's structure and all other improvements constructed or to be constructed within the perimeter of the Co-Owner's Condominium Unit, together with the Limited Common Elements appurtenant to the Co-Owner's Unit, whether located within or outside the perimeter of the Unit, and for the Co-Owner's personal property located therein or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-Owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-Owner and the premiums therefor shall constitute a lien against the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments are collected in accordance with Article 2. Each Co-Owner also shall be obligated to obtain insurance coverage for the Co-Owner's personal liability for occurrences within the perimeter of the Co-Owner's Condominium Unit or within the structure located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located), and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

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

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

ARTICLE 5 RECONSTRUCTION OR REPAIR

Section 5.1 Determination to Reconstruct or Repair. If any part of the Condominium Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

5.1.1 General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless it is determined by unanimous vote of all the Co-Owners and mortgagees in the Condominium that the Condominium shall be terminated.

5.1.2 Unit or Improvements Thereon. If the damaged property is a Unit or appurtenant Limited Common Elements or any improvements thereon, the Co-Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of a mortgagee or other person or entity having an interest in such property, and such Co-Owner shall be responsible for any reconstruction or repair that such Co-Owner elects to make. The Co-Owner shall in any event remove all debris and restore the Unit and the improvements thereon to a clean and slightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 5.2 Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the City of Pontiac unless eighty (80%) percent of the Co-Owners shall decide otherwise.

Section 5.3 Co-Owner Responsibility for Repair. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of any structure and other improvements constructed within the perimeter of the Co-Owner's Unit and any appurtenant Limited Common Elements. In the event damage to a structure or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.4 of this Article 5. If and to the extent that any structure 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 improvements located thereon or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.4 Association Responsibility for Repair. Except as otherwise provided in Section 5.3 above and in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair,

or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, special 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.

Section 5.5 Timely Reconstruction and Repair. If damage to Common Elements or of 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.

Section 5.6 Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

5.6.1 Taking of Unit. In the event of any taking of an entire Unit (or of all the improvements located within the perimeter thereof) 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 the Co-Owner's 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 the Co-Owner's mortgagee, as their interest may appear.

5.6.2 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 two-thirds (2/3) 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.

5.6.3 Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 5 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 as one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-Owner or other person having any interest whatever in the Project, as mortgagee or otherwise.

5.6.4 Notification of Mortgagees. In the event any Unit (or improvements located within the perimeter thereof) 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 first mortgagee lien on any of the Units in the Condominium.

Section 5.7 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, upon request by FHLMC or FNMA, 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 Ten Thousand Dollars (\$10,000.00) in amount, or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds One Thousand Dollars (\$1,000.00).

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit 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 Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE 6 RESTRICTIONS / ARCHITECTURAL CONTROL

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

Section 6.1 Residential Use. All Units shall be used for private residential purposes only in accordance with the Master Deed and By-laws and ordinances and restrictions of applicable governmental authorities. Notwithstanding the foregoing, Developer may erect and maintain models on any Units owned by Developer until such time as all Units which Developer owns are sold. The Common Elements shall be used only for purposes consistent with such residential use.

Section 6.2 Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to any Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, limited or general, without the prior written approval of the Board of Directors including but not limited to, exterior painting or the erection decks, antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications; nor shall any Co-owner damage or make modifications or attachments to Common Element walls between Units which in any way impair sound conditioning qualities of the walls. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. Any deck constructed at the rear of a Unit must conform to deck plans prepared by Developer and must be approved by Developer in writing prior to construction or, after the Transitional Control Date, by the Association.

Section 6.3 Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in or on the Common Elements or within any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or in 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, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article 2 hereof.

Section 6.4 Animals and Pets. Without prior written consent of the Board of Directors, no animal or pet other than two cats or one dog not to exceed fifty pounds in weight (per animal or pet) shall be kept in the Condominium by an Co-owner. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify, defend (with counsel approved by the Association), and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium. The term "animal or pet" as used in this Section shall not include small animals which are constantly caged such as a small bird or fish. All pets must be registered with the Board of Directors of the Association.

Section 6.5 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 the Master Deed or in duly adopted rules and regulations of the Associations. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. Unless special areas are designated by the Association, trash receptacles shall not be permitted on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Board of Directors. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 6.6 Common Elements. Each driveway leading into a garage may only be used by the Co-owner entitled to use the garage. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Co-owner may leave personal property of any description (including by way of example and not limitation bicycles, vehicles, chairs and benches) unattended on or about the Common Elements. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations under Section 6.10 below.

Section 6.7 Vehicles. No house trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, or recreational vehicles other than automobiles may be parked or stored upon the Common Elements, unless parked in an area specifically designated by the Board of Directors.

Section 6.8 Weapons. No-Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 6.9 Signs and Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Board of Directors.

Section 6.10 Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 6.11 Associations' Rights of Access. 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 agent 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 the Co-owners' 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 any Unit or any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of such damage. Subject to the foregoing and other provisions in the Master Deed and these Bylaws, each Co-owner shall be entitled to exclusive occupancy and control over the Co-owners' Unit and all Limited Common Elements appurtenant thereto.

Section 6.12 Landscaping. Each Co-owner may plant flowers, only, in the General Common Element lawn area in front of the Co-owner's Unit. Other than this limited right to plant flowers, only, no Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or

place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing or unless permitted by the Master of Deed or the regulations of the Association.

Section 6.13 Co-Owner Maintenance. Each Co-owner shall maintain the Unit owned and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements 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 the Co-owner family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which the case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall be 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 2 hereof.

Section 6.14 Reserved Rights of Developer.

6.14.1 Prior Approval by Developer. As long as Developer owns any Unit which Developer offers for sale, no buildings, fences, walls, retaining walls, decks, drives, walks or other structure or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alternation to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any 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, 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 and any adjoining properties under development or proposed to be developed by Developer. 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.

6.14.2 Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article 6 shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Units owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, until all Units in the entire planned Condominium are sold by Developer,

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 Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer.

6.14.3 Enforcement of Bylaws. The Condominium 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 having interests 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 the 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 so long as Developer owns any Unit which Developer offers for sale, which right of enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 6.15 Stormwater Management. In order to assure that stormwater drainage is properly maintained, all stormwater drainage facilities in the Condominium have been designated General Common Elements in Article 4 of the Master Deed. Accordingly, the Association will maintain, repair and replace all stormwater drainage systems and areas in the Condominium for the benefit of all Co-owners, the cost of which will be an expense of administration of the Condominium.

Section 6.16 Development Agreement. The Condominium is subject to the provisions of the Development Agreement between Developer and the Township of Northville, dated as amended. Among other things, the Development Agreement provides for storm drainage maintenance agreements with the Township. From and after the Transitional Control Date, the Association shall indemnify, defend and hold Developer harmless of and from any claim or liability under the Development Agreement.

Section 6.17 Leasing and Rental.

6.17.1 Right to Lease. A Co-Owner may lease a Co-Owner's Unit for the same purposes set forth in Section 6.1 of these Bylaws and Section 4.5 of the Master Deed, provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified below. With the exception of a lender in possession of a Unit following a default of the first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The

Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth below, except for disclosure of the leasing arrangement to the Association. These leasing provisions may not be revised prior to the Transitional Control Date without Developer's prior written consent and may not be materially amended without Developer's prior written consent so long as Developer owns a Unit.

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

6.17.2.1 A 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 of the Unit 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 shall supply the Association with the name and address of the potential lessee, along with the rental amount and the due dates under the proposed agreement.

6.17.2.2 Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

6.17.2.3 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:

6.17.2.3.1 The Association shall notify the Co-Owner by Certified Mail advising of the alleged violation by the tenant.

6.17.2.3.2 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.

6.17.2.4 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 condition of the Condominium Documents. The relief provided 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.

6.17.2.5 When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the 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 further assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. 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:

6.17.2.5.1 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.

6.17.2.5.2 Initiate proceedings pursuant to 6.17.2.4 above.

ARTICLE 7 MORTGAGES

Section 7.1 Notice to Association. Any Co-Owner who mortgages such Co-Owner's Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees 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 7.2 Insurance. The Association shall notify each mortgagee appearing in the book of Mortgagees of Units 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, to the extent the Association is required by these Bylaws to obtain such coverage.

Section 7.3 Notification of Meetings. Upon written 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 8 VOTING

Section 8.1 Vote. Except as limited in these Bylaws, all of the Co-Owners of a Unit shall be entitled to only one vote for each Unit owned, and the value of the vote attributed to each Unit shall be equal.

Section 8.2 Eligibility to Vote. No Co-Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such Co-Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Sections 9.2 and 11.2 of these Bylaws, no Co-Owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Sections 9.2 and 11.2. 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 8.3 of this Article 8 or by a proxy given by such individual representative. Until the First Annual Meeting Developer shall be entitled to vote notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting Developer shall be entitled to one vote for each Unit which Developer owns.

Section 8.3 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 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-Owners of a Unit at any time by filing a new notice in the manner herein provided.

Section 8.4 Quorum. Those Co-Owners present in person or by proxy at the First Annual Meeting held in accordance with Sections 9.2 and 11.2 shall constitute a quorum for such meeting. At all other meetings of Co-Owners, the presence in person or by proxy of thirty-five percent (35%) 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 have 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 8.5 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 8.6 Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association where a quorum is present. Whenever provided specifically in the Condominium Documents, a majority may be required to exceed the simple majority herein above 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 9 MEETINGS

Section 9.1 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 Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure as selected by the Board of Directors, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 First Annual Meeting. The First Annual Meeting may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Units that may be created have been sold 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 percent (75%) in number 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 and no such meeting shall be construed as the First Annual Meeting. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted, under the Condominium Documents as they may be amended, to include in the Condominium.

Section 9.3 Annual Meetings. Annual meetings of the Association shall be held on the last Thursday of October 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 Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article 11 of these Bylaws. The Co-Owners may

also transact at the annual meetings such other business of the Association as may properly come before them.

Section 9.4 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 Board of Directors or upon a petition signed by one-third (1/3) of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 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 of 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 8, Section 8.3 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 9.6 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 9.7 Order of Business. The order of business at all meetings of the members shall be as follows: (1) roll call to determine the voting power represented at the meeting; (2) proof of notice of meeting or waiver of notice; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) reports of committees; (6) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (7) election of Directors (at annual meeting or special meetings held for such purpose); (8) unfinished business; and (9) 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 9.8 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, which ballots are signed within no more than a sixty (60) day period, as determined by the Board of Directors. Ballots shall be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations shall specify (1) the number of responses needed to meet the quorum requirements; (2) the percentage of approvals necessary to approve the action; and (3) 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 9.9 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 be present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9.10 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. 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 10 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, whichever first occurs, 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 Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-Owners petition the Board of Directors 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 Board of Directors and the non-developer Co-Owners and to aid the transition of control of the Association from Developer to non-developer 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. Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected by the Co-Owners.

ARTICLE 11 BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members all of whom must be members of the Association or officers,

partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 11.2 Election of Directors

11.2.1 First Board of Directors. The first Board of Directors shall be composed of three (3) persons and such first Board of Directors or its successors as selected by Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-Owners to the Board. Thereafter, elections for non-developer Co-Owner Directors shall be held as provided in subsections 11.2.2 and 11.2.3 below. The Directors shall hold office until their successors are elected and hold their first meeting.

11.2.2 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 percent (25%) of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-developer Co-Owners. When the required percentage level of conveyance has been reached, Developer shall notify the non-developer Co-Owners and request that they hold a meeting and elect the required Director. Upon certification to Developer by the Co-Owners of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless such Director is removed pursuant to Section 11.7 of this Article or such Director resigns or becomes incapacitated.

11.2.3 Election of Directors At and After First Annual Meeting

11.2.3.1 Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-Owners shall elect all Directors on the Board except that Developer shall have the right to designate at least one (1) Director as long as the Units that remain to be created and sold equal at least ten percent (10%) of all Units that may be created in the Project. Whenever the seventy-five percent (75%) 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.

11.2.3.2 Regardless of the percentage of Units which have been conveyed, upon the expiration of 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, 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 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 Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection

11.2.3.1. Application of this subsection does not require a change in the size of the Board of Directors.

11.2.3.3 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 11.2.3.2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-Owners under subsection 11.2.2 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 Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one (1) member as provided in subsection 11.2.3.1.

11.2.3.4 At the First Annual Meeting two (2) Directors shall be elected for a term of two (2) years and one (1) Director 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 two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. After the First Annual Meeting, the term of office (except for one (1) of the Directors elected at the First Annual Meeting for a one year term) of each Director shall be two (2) years. At each annual meeting held after the first, either one (1) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. The Directors shall hold office until their successors have been elected and hold their first meeting.

11.2.3.5 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 9, Section 9.3 above.

11.2.3.6 Status of Units Conveyed to Residential Builders. For purposes of calculating the timing of events described in Article 10 above and this Section 11.2, the conveyance by the Developer of a Unit to a Residential Builder, whether or not the Residential Builder is affiliated with the Developer as defined by the Act, shall not be considered a sale to a non-Developer Co-Owner until such time as the Residential Builder conveys the Unit with a completed Residence on it or until the Unit contains a completed and occupied Residence.

Section 11.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as

are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners.

Section 11.4 Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

11.4.1 To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

11.4.2 To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

11.4.3 To carry insurance and collect and allocate the proceeds thereof.

11.4.4 To rebuild improvements to the Common Elements after casualty (subject to the provisions of the Condominium Documents).

11.4.5 To contract for and employ persons, firms, corporations or other agents to assist in the ~~man~~agement, operation, maintenance and administration of the Condominium Project.

11.4.6 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.

11.4.7 To borrow money and issue evidences of indebtedness in furtherance of any or all of the ~~pur~~poses of the Association; and to secure the same by mortgage, pledge, or other lien on ~~prop~~erty owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

11.4.8 To make rules and regulations in accordance with these Bylaws.

11.4.9 To establish such committees as the Board of Directors 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.

11.4.10 To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include 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 11.3 and 11.4 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 Developer, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 11.6 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 Developer shall be solely entitled to fill the vacancy of any Director whom Developer 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 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 11.2.2 of this Article.

Section 11.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all the Co-Owners, not just of those present, 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 percent (35%) requirement set forth in Article 8, Section 8.4. 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 11.8 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 of Directors shall be present.

Section 11.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (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 facsimile at least ten (10) days prior to the date named for such meeting.

Section 11.10 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 facsimile 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 11.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by the Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11.12 Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 11.13 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 11.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, insuring against theft, dishonesty, and other standard coverage of fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE 12 OFFICERS

Section 12.1 Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, 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 (2) offices except that of President may be held by one person.

12.1.1 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the association and of the Board of Directors and shall have all 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 the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

12.2.1 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; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all duties incident to the office of the Secretary.

12.3.1 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer 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 12.3 Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 12.4 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 such officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 12.5 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 13
SEAL

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

ARTICLE 14
FINANCE

Section 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 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 14.2 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 14.3 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 Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE 15
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such Director or officer in connection with any proceeding to which the Director or officer may be a party

or in which the Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such office is held at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof. Further, the Board of Directors is authorized to carry officers' and Directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE 16 AMENDMENTS

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws shall become effective upon recording in the office of the register of deeds in the county in which the Condominium is located. A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided, however, that any amendment adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

ARTICLE 17 COMPLIANCE

The Association of Co-Owners and all present or future Co-Owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, 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 18 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 19
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 19.1 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 19.2 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 19.3 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, Limited or General, or into any Unit and the improvements thereon, 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 19.4 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, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in said Article 9, Section 9.5, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation.

Section 19.5 Collection. The fines levied pursuant to Section 19.4 above shall be assessed against the Co-Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-Owner to all liabilities set forth in the Condominium Documents.

Section 19.6 Developer Exempt from Fines. The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be rely solely to its other legal remedies for redress of such alleged violations.

Section 19.7 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 19.8 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 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 19.9 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 20 RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article 3 of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as Developer is concerned, only to Developer's rights to improve and control the administration of the

Condominium and shall not under any circumstances be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to 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 be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE 21
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 Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Dated: September 27, 2001

DEVELOPMENT AGREEMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WOODLANDS SOUTH SUBDIVISION AND WOODLANDS NORTH SUBDIVISION NO. 1
AND WOODLANDS NORTH SUBDIVISION NO. 2 NORTHVILLE TOWNSHIP, WAYNE
COUNTY, MICHIGAN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(hereinafter referred to as the "Declaration"), is made this 27th day of APRIL, 1999,
by PULTE LAND DEVELOPMENT CORP. (hereinafter referred to as the "Declarant"), whose
address is 26622 WOODWARD #116 ROYAL OAK, MI 48067

WITNESSETH:

WHEREAS, Declarant is the owner of real property located in Northville Township,
Wayne County, Michigan, described on the attached Exhibit A and which has been platted as
two Subdivisions, Woodlands North Subdivision and Woodlands South Subdivision, in
accordance with Plats recorded in Liber , Pages , Wayne County Records
("Subdivisions");

WHEREAS, Declarant desires to impose upon the Subdivisions (but not any property
outside of the Subdivisions, whether or not owned by Declarant) covenants, conditions,
restrictions, easements, charges and liens in order to insure the most beneficial development of
the Subdivisions as a single family residential area, to prevent any use thereof which might tend
to diminish its valuable or pleasurable enjoyment, and to assure the harmony, attractiveness and
utility thereof, to provide for Lot Owners in the Subdivisions to bear certain expenses, to impose
other rights and obligations as set forth below, to provide for the preservation of certain services
and facilities by an Association comprised of Lot Owners in the Subdivisions, to establish an
Association to which shall be delegated the powers and responsibility to maintain and administer
certain "Common Areas" defined and described below, which Association shall also be
empowered to administer and enforce the covenants, conditions, restrictions, easements, charges
and liens as set forth in this Declaration and to collect and disburse the assessments and charges
hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Subdivisions and each and
every Lot therein shall be held, sold, transferred and conveyed subject to the following
covenants, conditions, restrictions, easements, charges and liens which shall run with the
Subdivisions and each and every Lot therein and shall be binding upon and inure to the benefit of
all parties having any right, title or interest in the Subdivisions or any part thereof, their heirs,
successors and assigns.

EXHIBIT G

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to and shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described in Exhibit A attached hereto.

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. "Lot Owner" shall mean the holder of record title to a Lot, whether one or more persons or entities, and shall include any optionees or land contract vendees of the Lot. Optionees or land contract vendees of Lots owned by the Declarant shall not be considered Lot Owners, and shall have no voting rights hereunder. The term "Lot Owner" shall not include any mortgagee unless and until such mortgagee shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Lot held as security for the performance of any obligation. In the event more than one person or entity owns an interest in the fee simple title to any Lot, or has an interest as an optionee or a land contract vendee (other than Lots owned by Declarant), the interests of all such persons collectively shall be that of one Lot Owner. Notwithstanding the foregoing, the land contract vendee of any Lot (including Lots owned by Declarant) shall be responsible for the payment of all assessments imposed pursuant to this Declaration.

B. Membership. Every Lot Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment hereunder. Land contract vendees of Declarant shall not be Members of the Association, but land contract vendees shall be fully responsible for all assessments imposed hereunder against the Lots purchased. No Lot Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event a Lot Owner is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein.

C. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot ("multiple ownership"), all such persons shall be Members but in no event shall there be more than one vote cast with respect to any such Lot. When more than one person or entity holds an interest in any Lot, such vote shall be exercised as the holders of such interests may, among themselves, agree and they shall so notify the Association in writing prior to any vote. Where a Lot is subject to multiple ownership, and the Lot Owners fail or refuse to notify the Association of such multiple ownership within fifteen (15) days of the date set for the meeting, then and in such event the Lot Owner whose name first appears on record title shall be deemed the Member authorized to vote on behalf of all the multiple Lot Owners and any vote cast in person or by proxy by said Lot Owner or the failure of said Lot Owner to vote shall be binding and conclusive on all such multiple Lot Owners.

Notwithstanding the foregoing, no Member, other than Declarant, shall have the right to vote on Association matters, including without limitation, matters relating to this Declaration, and the Declarant shall have the exclusive right to establish bylaws for the Association and to appoint the Board of Directors of the Association, until such time as title to 100% of the Lots in the Subdivisions have been conveyed by Declarant's delivery of deeds thereto, and such time as Declarant shall deliver to the Association a written instrument executed by Declarant specifically relinquishing such exclusive voting rights. From and after such date, the Board of Directors shall be elected by the Members, and the Declarant shall have no further responsibilities with respect to the Association.

ARTICLE III

EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS

A. Lot Owner's Easement of Enjoyment. "Common Areas" is defined as all property in the Subdivisions, including improvements, amenities, and landscaping thereon, which is not within a Lot, and is not publicly owned, such as, for example, open space areas, transitional areas, buffer areas, walkways, paths, bike paths, sidewalks, if any, and storm drainage facilities. Islands located in the Subdivision's streets and easements to provide access to schools shall also be considered to be Common Areas for the purposes of Article IV and Article V, Sub-section T. Every Lot Owner shall have a right and easement to use the Common Areas for intended purposes, and such easement shall be appurtenant to and shall pass with title to every Lot, subject to the covenants, conditions and restrictions of this Declaration. Areas shown as open space, buffer areas and transitional areas on the Final Preliminary Plats of The Woodlands North and The Woodlands South Subdivisions dated January 29, 1998 with a last revision date of January 29, 1999, copies of which are on file with Northville Township and approved by the Township Board on December 17, 1998 subject to modifications and subsequently administratively approved by the Township Clerk on Apr 29, 1999 may not be used for any purpose other than as shown on the Final Preliminary Plats without the approval of the Township.

B. Title to the Common Areas. No later than the conveyance by deed of the last Lot in the Subdivision to a Member of the Association, Declarant shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, except easements and right-of-ways of record, and subject to the covenants, conditions and restrictions of this Declaration. Declarant shall therefore be released of all liability to the Association and its members with respect thereto and the Association shall indemnify and hold harmless Declarant with respect thereto. Such transfer shall be effective to convey all of the interest of Declarant in the Common Areas to the Association, which shall be deemed to have accepted such conveyance and which shall maintain the Common Areas as herein provided.

C. Association's Rights in the Common Areas. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Lot Owners; provided, however, that any dedication, transfer, or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by Declarant or, after the

conveyance of one hundred (100%) percent of the Lots in the relevant Subdivision, by the Owners of two-thirds (2/3) of all Lots in the Subdivision, and which is recorded and confirms or approves such dedication, transfer or determination; and further provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon the prior consent thereto being received from the Charter Township of Northville. The Association shall comply with all applicable laws in connection with any such dedication, including but not limited to any applicable provisions of the Land Division Act, as amended, MCL 560.101 et seq. Anything contained herein to the contrary notwithstanding, Declarant shall have the exclusive right, subject to compliance with all applicable laws, including but not limited to any applicable provisions of the Land Division Act, to grant public or private easements or rights-of-way to public or private utilities or governmental bodies in, over or upon the Common Areas prior to conveyance to the Association and the Association shall receive the same subject thereto and subject to Declarant's voting rights as set forth in Article II, paragraph C hereof. Although not required to do so, Declarant shall also have the right, in its sole discretion, to provide sidewalks and to create recreational amenities within the Common Areas as may be approved by the Township, prior to conveyance to the Association.

ARTICLE IV

MAINTENANCE AND ASSESSMENT COVENANT

A. Association and Lot Owner Responsibilities. Except as hereinafter provided, the Association and Lot Owners shall have the duty and responsibility to maintain, repair, replace, and insure the Common Areas, islands within the Subdivisions' streets, and easements to provide access to schools, for the benefit of the Subdivisions, and shall be bound by the storm drainage maintenance agreement, open space, sidewalks, paths, and bike path maintenance agreement, and maintenance of structures in right-of-way agreement dated Apr 27, 1999, between Declarant and Northville Township (the "Maintenance Agreements"). Without limiting the foregoing, the Association and Lot Owners will:

1. maintain, repair and replace as necessary landscape elements and amenities provided by the Developer such as sidewalks, bike paths, pathways, tot lots, gazebo, fitness stations, benches, silo, lighting and signs referenced on the Street Tree & Woodland Plan – The Woodlands dated February 2, 1998 with a last revision date of January 29, 1999 referenced on Exhibit B of a Development Agreement attached hereto as Exhibit B and approved by the Township Board on December 17, 1998 subject to modifications and subsequently administratively approved by the Township Clerk on Apr 29, 1999, copies of which are on file with Northville Township.

2. not remove any improvement, amenity, or landscape element (except the removal of dead or diseased trees) from Common Areas without the consent of the Township;

3. be responsible for the replacement, on an annual basis, of all dead plants in Common Areas and street trees that were planted as part of the development of the Subdivisions, as shown on Landscape/Buffer Plan and Woodland Plan all dated February 2, 1998 with a last

revision date of January 29, 1999, referenced on Exhibit B of a Development Agreement attached hereto as Exhibit B, copies of which are on file with the Township.

4. not conduct any clearing or grading in the Common Areas except in accordance with the preliminary grading plan dated October 31, 1997 and Woodland Plan dated February 2, 1998 with a last revision date of January 29, 1999, referenced on Exhibit B of a Development Agreement attached hereto as Exhibit B, copies of which are on file with the Township.

5. be responsible for the care, maintenance, operation, inspection, repair, improvement, installation, construction and management of all of the storm sewer system including the retention and/or detention basins, easements, drains, rights-of-way, areas and improvements within the subdivision(s) which are the subject of any agreement with any governmental agency, and common areas. In the event the owners, and/or Association, of properties and Lots in the Subdivision(s) fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management, of the storm sewer system, the Township shall have the right to enter the property and take any necessary corrective action and then assess all costs, expenses and charges for the same against the owners, or Association, of any property according to such apportionment as is set forth in the Bylaws of the Association. The owners and/or Association, their agents, representatives, successors and assigns shall be jointly and severally liable for each such Owner's proportional share of the cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Association at the last known address of the Association filed with the Township's Clerk and to the address of the Owners as set forth in the existing tax rolls. Such notice shall be sent by first-class mail, postage prepaid and a proof of service of said mailing shall be evidence of the Township's compliance with the notice requirement contained herein. In addition to the other methods of collection, the Township shall have the right to place such assessments on the Township tax rolls of the properties and Lots in the Subdivision(s) and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.

A copy of the Development Agreement between Declarant and Northville Township dated Apr 27, 1999, is attached hereto as Exhibit B and incorporated herein, and it shall be binding upon the Association with respect to those provisions applicable to the Association and upon the Lot Owners with respect to those provisions applicable to them.

B. Personal Obligation for Assessments. Declarant, for and on behalf of each and every Lot owned within the Subdivisions, does hereby covenant and agree and each Lot Owner by acceptance of a deed therefor whether or not it shall be set forth therein, is deemed to covenant and agree to pay to the Association: (a) all annual assessments or charges when due, and (b) special assessments, if any, for capital improvements to be established and collected as hereinafter set forth, and each Lot Owner does covenant, agree and accept all of the terms, conditions, covenants and agreements hereof in accordance herewith. As provided in Article II

above, the land contract vendee of any Lot shall be responsible for the payment of all assessments imposed pursuant to this Declaration.

C. Purpose of Assessments. The purpose of the assessments levied by the Association shall be for the repair, maintenance, operations, management and improvement of the Common Areas, islands within the Subdivisions' streets, and school access easements, including but not limited to the payment of all taxes and insurance thereon, the repair and replacement thereof, the operation thereof, additions thereto and improvements thereon, and for the cost of labor, equipment, materials, management and supervision for and in conjunction therewith, except that the islands and school access agreements will not be taxable to the Association or its members. Notwithstanding anything contained herein to the contrary, in the event the Association fails or refuses to provide the necessary repairs, maintenance, operation, management and improvement of the Common Areas, then and in such event the Township shall have the right but not the obligation to undertake such work and to assess all costs for the same under and pursuant to this Declaration and under and pursuant to the Maintenance Agreements and the Development Agreement between Declarant and the Township dated Apr 27, 1999, and each Lot Owner consents to such assessment and agrees that such assessment shall be payable on demand to the Township. In addition to other methods of collection, the Township shall have the right to place such assessment on the Township tax rolls of the assessed property and to place a lien on each Lot.

D. Annual Assessments. Until January 1 of the year immediately following the first conveyance by Declarant of a Lot to a Lot Owner who is a Member of the Association, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

1. From and after January 1 of the year immediately following the first conveyance by Declarant of a Lot to a Lot Owner who is a Member of the Association, the maximum annual assessment may be increased or decreased annually as may be determined by Declarant or, upon conveyance of one hundred (100%) percent of the Lots in the Subdivisions, by a vote of two-thirds (2/3) of the members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose, as needed to pay all costs, expenses and charges to carry out its purposes hereunder.
2. In the event the membership does not or cannot agree on any change from and after January 1 of the year immediately following the first conveyance of a Lot to a Lot Owner who is a Member of the Association, then and in such event the annual assessment shall continue at the rate of Two Hundred Fifty Dollars (\$250.00) per Lot; provided, however, that in the event of any annual deficit, the Board of Directors of the Association shall assess each Lot pro rata annually to pay any such deficits.

E. Special Assessments. In addition to the annual assessments provided for herein, the Association may levy special assessments applicable to an assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or

replacement of a capital improvement to the Common Areas, the islands within the Subdivisions' streets, and the school access easements; provided, however, that any such special assessment shall first be approved by two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

F. Uniform Assessment Rate. All annual, special and deficiency assessments shall be fixed and established at the same rate for all Lots.

G. Notice and Quorum. Written notice of any membership meeting called for any purpose hereunder shall be sent by first class mail to all members at least thirty (30) days in advance of such meeting, and shall set forth the purposes thereof. At the first meeting of the Association, the presence of Members or of proxies entitled to cast thirty-five (35%) percent of all votes of the members shall constitute a quorum. In the event the required quorum is not present at such meeting, another meeting may be called, upon notice as set forth herein, and the required quorum at such subsequent meeting shall be fifty (50%) percent of the required quorum at the preceding meeting.

H. Commencement Date of Annual Assessments. The first annual assessment shall commence and be due for each Lot from the Owner within thirty (30) days after title is acquired by an Owner to such Lot. In the event of land contract sales by Declarant, the land contract vendee shall be responsible for all assessments for the Lot sold on land contract from the date of the land contract. The amount of the annual assessment which shall be due for the first annual assessment shall be an amount which bears the same proportion to the annual assessment specified in paragraph D of this Article IV as the remaining number of months in that year bears to twelve (12). The annual assessments for any year, after the first assessment year, shall become due and payable on the first day of January of each year; provided, however, that the board of Directors, in its discretion may establish an installment program for payment of the annual, special or deficit assessments and may charge interest in connection therewith, but each such assessment shall be and become a lien on each Lot on January 1 of each year after the initial year.

I. Board of Directors' Duties. Subject to the foregoing provisions, the Board of Directors of the Association, which shall consist of at least five (5) and not more than fifteen (15) persons, shall fix the amount of the assessments against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the Lots and the assessments applicable thereto. Written notice of the assessment shall thereupon be sent to every Owner subject thereto and the Association shall, upon demand and payment of a reasonable charge, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, which states whether such assessment has been paid and the amount of any due but unpaid assessments.

J. Effect of Non-Payment of Assessments. Personal Obligation of the Owner and Liens and Remedies of the Association. In the event any assessment is not paid on the due date then such assessment shall become delinquent and a lien therefor shall thereupon arise and shall, together with interest thereon and costs of collection therefor (as hereinafter provided), be and become a continuing lien of such Lot until paid in full, and such lien shall be binding upon the

Lot, the Owner thereof and his or her heirs, personal representatives, successors and assigns. Such assessments shall also be a personal obligation and debt of each Lot Owner and shall be binding upon each Lot Owner to pay such assessments and remain the Lot Owner's obligation and debt for the statutory period. Any successor or assign in or to title may obtain from the Association a written statement as to any unpaid assessments and charges on such Lot and such statement shall be binding upon the Association. In the event the assessment is not paid in full within thirty (30) days after delinquency, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and the costs of preparing and filing the complaint in such action and/or in connection with foreclosure shall be added to the amount of such assessment(s) and interest, and, in the event a judgment is obtained, the judgment shall include interest on the assessment(s) as above provided and reasonable attorneys' fees together with all costs and expenses of the action.

K. Subordination of the Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and any sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot in connection with a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges due prior to such sale or transfer, but in no event shall the prior Owner thereof be relieved of any liability whatsoever for such obligation and debt. No subsequent sale or transfer shall relieve such Lot from liability for any assessments, interest or charges which thereafter become due or from any lien therefor.

L. Exemptions and Modification of Assessments.

1. The Common Areas shall be exempt from any regular assessments, special assessments or deficiency assessments and from and against any liens or encumbrances therefor.
2. All Lots owned by Declarant shall be exempt from ninety (90%) percent of the annual assessments, special assessments and deficiency assessments. Upon conveyance of title to any Lot by Declarant or upon Declarant's sale of a Lot on land contract, this exemption for each Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any; provided, however, that any Lots owned by Declarant shall not be exempt from assessments by the Township for real property taxes and other charges.
3. The initial cost of development of the Common Areas, as set forth in the Development Agreement, shall be borne and paid for by Declarant, and Declarant shall have no other obligation to construct improvements on or develop or maintain the Common Areas.

ARTICLE V

BUILDING, USE AND OTHER RESTRICTIONS

A. Residential Lots. No Lot subject hereto shall be used except for residential purposes. No Structure shall be erected, altered, placed or permitted to remain on any Lot subject hereto other than one (1) detached dwelling which shall include an attached private garage for not more than three (3) cars for the sole use of the Owner or occupant of the Lot upon which such dwelling and garage shall have been erected; provided, that each dwelling constructed upon any Lot shall have at least a two (2) car garage attached thereto, constructed at the time of and in conjunction with construction of such dwelling; and subject, further, to the additional covenants, conditions and restrictions hereinafter set forth and imposed upon and against the Lots, or any portions thereof. No dwelling's front facade shall exceed two stories.

B. Square Footage and Type of Construction. The Declarant intends and desires that all structures within the Subdivisions be architecturally harmonious and architecturally pleasing and that the design and location of such structures take into account the preservation of trees and the natural environment of the Subdivisions. No dwelling shall be erected on any Lot in the Subdivisions which has a living floor space, excluding garages and porches, of less than 2500 square feet. No structures may be moved onto any Lot in the Subdivisions. At least 60% of the houses in the Subdivisions will have side entry garages. The Declarant, until incorporation of the Association, and the Association thereafter, shall have the right to review architectural plans, elevations, and site plans for the purpose of determining whether, in its sole discretion, the proposed plans will result in a development of the Lot or Lots which is not consistent with this Declaration or with the character or intended character of the Subdivisions. Prior to the erection or placement of any structure on any lot, except for structures erected or placed by Declarant, the proponent shall apply to the Declarant or the Association, as the case may be, for approval of the proposed construction and/or placement. Such application shall be accompanied by architectural plans and a site plan prepared as and in the form required by applicable Township ordinances and state law. The Declarant or Association will then have 30 days within which to approve the plan. Failure to approve the plan within such 30 day period shall constitute a rejection. Any subsequent changes in the plan must be submitted for approval as in the case of an original submission. The Association may, by a vote of its Board, establish a review authority, consisting of one or more Members, to act on behalf of the Association.

C. Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lots or Lot Owners.

D. Reservation of Rights. Declarant reserves for itself and for the Association and their respective agents the right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which is the opinion of Declarant or the Association detracts from the overall beauty, setting and safety of the Subdivisions. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant and the Association and their respective agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and

removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant or the Association to mow, clear, cut, or prune any Lot nor to provide garbage or trash removal services.

E. Unsightly Conditions. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on such Lot which shall tend to substantially decrease the beauty of the Subdivisions as a whole or any specific area thereof.

F. Driveways. All driveways shall be paved with asphalt or concrete.

G. Temporary Structures. Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within the Subdivisions and no temporary residence shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a Dwelling, and which shall be removed from the premises on completion of the structure, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Subdivisions, provided the same shall be removed at the completion of such construction.

H. Signs. No signs of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, and except for political signs. Such signs as are allowed must comply with applicable laws and ordinances, and must be maintained in good condition at all times and removed on the termination of their use.

I. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Household pets shall have such care as to not be objectionable or offensive on account of noise, odor or unsanitary conditions.

J. Refuse and Stored Materials. No Lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view.

K. Landscaping. Basic landscaping, including finish grading or sodding, must be completed within nine (9) months after date of occupancy; provided, however, any person occupying a newly constructed Dwelling within the Subdivisions between May 1 and September 1 of any year shall have basic landscaping completed within sixty (60) days after occupancy. Grading and tree clearance are subject to the requirements of the Development Agreement.

L. General Conditions:

1. No trailers, boats, boat trailers, campers, recreational vehicles, trucks larger than a pickup, all terrain vehicles, snowmobiles, tractors, mobile.

homes, junk cars, motorcycles, motor homes or commercial vehicles, other than those present on business may be parked in the Subdivisions except within a private attached garage.

2. No clothes lines or outside drying of laundry shall be permitted.
3. All mail boxes shall be of uniform size, color and name design and shall be located uniformly with reference to the Dwellings in accordance with post office requirements.
4. There shall be no cars parked or stored on a Lot on the street that are inoperable for a continuous time period in excess of twenty-four (24) hours, unless contained within a garage.
5. No snowmobiles, all terrain vehicles or any other type of off-road recreational vehicles shall be operated in the Subdivisions.

M. Fences and Walls. No fence or wall shall be erected, placed or altered on any Lot nearer to the front street than the front building setback line, or nearer to the side street on corner Lots than the side building setback line, and provided, further, that no fence more than forty-eight (48) inches in height shall be constructed. Notwithstanding the foregoing, fences in a side yard adjoining a public or private street shall not exceed forty-eight (48) inches in height, and all fences shall comply with the provisions of Sub-section N below. Where such fences abut a Common Area, no fence shall be erected except on condition that the Lot Owner of such Lot regularly cuts, cleans and maintains the area of such Lot between said fence and the Common Area. All fences shall be subject to approval by and permitting requirements of the Township.

N. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting greater than three (3) feet in height above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at least ten (10) feet above the ground, or such greater height as is necessary to prevent obstructions of such sight lines.

O. Utility Easements. Easements for the construction, installation and maintenance of utilities, and for drainage facilities, are reserved as shown on the recorded Plat. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township and any other appropriate municipal authority, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage channels in the easements, nor shall any change, which may obstruct or retard the flow

of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Lot once established by the builder upon completion of construction of the Dwelling thereon. The easement area of each Lot and all improvements in it shall be maintained (in a presentable condition continuously) by the Lot Owner, except for those improvements for which a public authority or utility company is responsible, and the Lot Owner shall be liable for damages to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Lot Owner shall maintain the surface area of easements within his property, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

P. Public Utilities. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local subdivisions distributions lines, and all connections to same, either private or otherwise, shall be installed underground; provided, however, that the above ground transformers, pedestals, cable and/or other feeder pole lines, and other above ground electric and telephone utility equipment associated with or deemed necessary by The Detroit Edison Company and the Michigan Bell Telephone Company, or the Declarant, for underground utility installations and distribution systems, and surface and offsite open drainage channels and facilities, as well as street lighting stanchions, shall be permitted. In addition, the Subdivisions and each Lot therein is subject to the terms of an Agreement and to the terms of an Easement Grant and Declaration of Restrictions, in each case between the Declarant the Detroit Edison Company and the Michigan Bell Telephone Company, which instruments may now be or will hereafter be recorded in the Wayne County Records, and in each case relating to the installation and maintenance of underground electric and communication service and facilities, and which instruments are, by this reference, incorporated herein. Notwithstanding the foregoing, the provisions and requirements of this Sub-section P shall not apply to Detroit Edison utility poles existing as of the date hereof.

Q. With respect to Lots which surface drain to wetlands, only non-phosphorus fertilizers may be used, and only pesticides that have Michigan Department of Environmental Quality approval for use in wetland watersheds may be used.

R. Sales Office. Anything herein contained to the contrary notwithstanding, the Declarant, its successors and assigns, its or their agents, employees and sales representatives may use and occupy any Lots or Dwellings built in the Subdivisions as a sales office for the handling of sales of Lots and/or Dwellings in said Subdivisions or other lands in the Township owned by the Declarant, until all of the Lots and/or Dwellings to be built on said lands shall have been sold, and further, may construct fences otherwise in violation of Sub-sections M and N above in front of, or along side of, model or display houses and may display signs otherwise in violation of Sub-sections H, M and N above during such sales period; provided, however, that at such time as such model or display house is sold, any such fence, sign or portion thereof otherwise in violation of Sub-sections H, M or N above shall be removed by the builder of such model or display house.

S. Completion of Construction. The repair of any structure damaged by fire or otherwise shall be completed as rapidly as possible and should the Owner leave such structure in

any incomplete condition for a period of more than six (6) months, then Declarant, the Association, or their authorized representative, is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the Owner's interest therein and shall be a lien upon said lands and premises.

T. Areas shown as open space, buffer areas and transitional areas on the Tentative Preliminary Plat – North and South for The Woodlands Subdivisions dated February 27, 1998 and approved by the Township Board on February 19, 1998 subject to modifications and subsequently administratively approved by the Township Clerk on March 20, 1998 may not be used for any purpose other than as shown on the Preliminary Plat without the approval of the Township. Further, the restrictions on use of the Common Areas set forth in Article IV, Sub-section A, shall apply to the Association.

ARTICLE VI

EXCULPATION FROM LIABILITY

In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Declarant or the Association for any decision of the Declarant or the Association (or alleged failure of the Declarant or the Association to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which Declarant reserves the right to approve or waive under this Declaration. The approval of the Declarant of a structure or other matter shall not be construed as a representation or warranty that the structure or matter is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such nonconformities, or to advise the Lot Owner or any other person of the same (even if known), is hereby disclaimed.

ARTICLE VII

GENERAL PROVISIONS

A. Duration. The Declaration of the covenants, and restrictions herein created shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed and agreed to by the then Owners of two-thirds (2/3's) of the Lots has been recorded, changing said covenants and restrictions in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least three (3) years in advance of the effective date of such change, and unless written notice of proposed agreement and instrument of such change is sent to every Owner at least ninety (90) days in advance of any action taken; and provided, further, that no such agreement and instrument of change affecting, in any way, the Common Areas within the Subdivisions or contravening the Development Agreement shall be effective unless the prior

consent thereto of the Township, by and through its Township Board, shall have first been obtained.

B. Notices. Any notice required to be sent to any Lot Owner or the Association under the provisions of this Declaration shall be deemed to have been properly sent to a Lot Owner when mailed, postpaid, to the last known address of the person who appears as Lot Owner on the records of the Wayne County, Michigan or Township tax rolls, or to the Association when mailed, postpaid to the address of the Association as shown on the last annual report of the Association on file with the State of Michigan.

C. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

D. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

WITNESSES:

Christine M. Devlin
Christine M. Devlin

Diane M. Jefferson
Diane M. Jefferson

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

Pulte Land Development Corporation
A Michigan Corporation

By: Howard Fingerroot
Howard Fingerroot

Its: PRESIDENT

The foregoing instrument was acknowledged before me this 27th day of Apr,
1999, by Howard Fingerroot of Pulte Dev., a
Michigan Corp., on behalf of the said Pulte.

JANET BALOGH
Notary Public, Oakland County, MI
My Commission Expires Oct. 17, 2001
Acting in Wayne County, MI

Janet Balogh
Notary Public
Wayne County, Michigan
My commission expires: 10.17.2001

The easement description is approved as to form only by Engineer for the Northville Charter Township, on Dec 17, 1998.

This instrument accepted by the Board of Trustees of the Northville Charter Township at its meeting of Dec 17, 1998, and directed to be recorded.

The Charter Township of Northville
A Michigan Municipal Corporation

WITNESSES (2):

GRANTOR:

X Diane M. Jefferson
(Print name) Diane M. Jefferson

BY: Karen M. Woodside
Karen M. Woodside, Supervisor

X Marteta Bugeja
(Print name) Marteta Bugeja

BY: Sue A. Hillebrand
Sue A. Hillebrand, Clerk

State of Michigan)
)SS
County of Wayne)

The foregoing instrument was acknowledged before me this 29th day of Apr, 1999, By Karen M. Woodside, Supervisor and/or Sue A. Hillebrand, Clerk of the Charter Township of Northville, a Michigan Municipal Corporation, on behalf of the corporation.

JANET BALOGH
Notary Public, Oakland County, MI
My Commission Expires Oct. 17, 2001
Acting in Wayne County, MI

Janet Balogh
Notary Public, Wayne County, MI

My commission expires: 10.17.2001

After recording, return this instrument to:

Township Clerk
Charter Township of Northville
41600 Six Mile Road
Northville, Michigan 48167

The form of this instrument drafted by:

James E. Tamm, Esq.
O'Connor, DeGrazia & Tamm, P.C.
4111 Andover Road, Suite 300 East
Bloomfield Hills, Michigan 48302

15 event court with 19 signs, "Healthtrek" from Olympic Recreation, Inc. of #1 grade pressure treated pine with eased edges, lexan faced signs.

- Station 1: HTK20-Welcome Sign
HTK01-Leg Stretch Post & Sign
HTK02-Arm & Shoulder Stretch Sign
- Station 2: HTK04-Abdominal Crunch Bench & Sign
- Station 3: HTK05-Push up Bars & Sign
- Station 4: HTK06-Log Jump & Sign
- Station 5: HTK07-Chin up Bars & Sign
- Station 6: HTK08-Step Up & Sign
- Station 7: HTK09-Vertical Curl & Sign
- Station 8: HTK10-Side Leg Lift Post & Sign
HTK24-Heart Check Sign
- Station 9: HTK12-Opposing Beam Walk & Sign
- Station 10: HTK15-Parallel Bar Walk & Sign
- Station 11: HTK16-Balance Beam
- Station 12: HTK18-Sitting Hamstring Stretch Bench & Sign
- Station 13: HTK19-Lower Back Stretches Bench & Sign
HTK25-Finish Sign

EXHIBIT H

When recorded return to:

Return to:

Sue Hillebrand, Clerk

Charter Township of Norfville

41600 W. Six Mile Road

Norfville, Michigan 48167