

MASTER LIBER 4339 PAGE 721

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GENESEE COUNTY
REGISTER OF DEEDS

WOODFIELD NO. 3 SITE CONDOMINIUM

MASTER DEED

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

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This Master Deed is executed on November 30, 1999 by Woodfield Development Group Limited Partnership, a Michigan limited partnership ("Developer"), 5375 Sturbridge Road, Grand Blanc, Michigan 48439, pursuant to the provisions of the Michigan Condominium Act, 1978 P.A. 59, as amended, (the "Act").

RECITALS: By recording this Master Deed, and the attached Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B), the Developer intends to establish the real property described in Article II below, together with the improvements located and to be located on, and the appurtenances to, that real property as a residential site condominium project under the provisions of the Act. Therefore, the Developer establishes Woodfield No. 3 Site Condominium as a Condominium Project under the Act and declares that Woodfield No. 3 Site Condominium (the "Condominium", "Project" or the "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in all ways utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided that:

ARTICLE I: TITLE AND NATURE. The Condominium Project shall be known as Woodfield No. 3 Site Condominium, Genesee County Condominium Subdivision Plan No. 238. 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, are set forth completely in Exhibit B. Each Unit is capable of individual use by having its own entrance from and exit to a Common Element of the Project. Each Co-owner in the Project has an exclusive right to his Unit, has undivided and inseparable rights to share with other Co-owners the Common Elements of the Project, and has the right to construct a single residential dwelling on his Unit, subject to the Condominium Documents and all applicable laws.

ARTICLE II: LEGAL DESCRIPTION. The land submitted to the Condominium Project is described in the attached LEGAL DESCRIPTION RIDER, which is made a part of this Master Deed.

ARTICLE III: DEFINITIONS. Certain terms are utilized in this Master Deed and Exhibits A and B, and in various other instruments such as the Rules and Regulations of the Woodfield No. 3 Site Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, the Project. Those terms are usually capitalized (for example, the "Project") and are defined in the Act. Wherever used in those documents or any other pertinent instruments, those terms shall have the meanings given to them in the Act. The following terms are not defined in the Act, and shall have these meanings:

Section 1. Homesite. "Homesite" shall mean each Condominium Unit, its appurtenant Limited Common Elements, and the General Common Element land area between the Unit and the paved portion of the roadways that abut the Unit or its Limited Common Elements.

Section 2. Development Period. "Development Period" means the period commencing on the date this Master Deed is recorded and continuing as long as Developer owns any Unit in the Project, or as long as the Developer owns or holds an option or other enforceable purchase interest in all or any part of the Area of Future Development, or as long as the Developer retains architectural review authority as provided in Article II, Section 2 of the Bylaws, whichever period is longer.

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Section 3. Area of Future Development. "Area of Future Development" means that land described in Article VII of this Master Deed that may be added to the Condominium Project pursuant to the provisions of Article VII of this Master Deed.

ARTICLE IV: COMMON ELEMENTS. The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair and replacement are:

Section 1. General Common Elements. The General Common Elements are those items that are intended for the use or enjoyment by all Co-owners. The General Common Elements are::

- A. Roads. The roadways located within the boundaries of Woodfield No. 3 Site Condominium, until dedicated to Grand Blanc Township.
- B. Land. Any land within the Condominium Project that is not identified as either Units or Limited Common Elements shall be a General Common Element.
- C. Electrical, Gas, Telephone and Cable Television. All underground electrical, gas, telephone and cable television mains and lines, but not laterals or service leads to a Homesite, shall be General Common Elements.
- D. Street Lights and Common Lighting. Street lights and other common lighting for the Project, if any is installed, shall be General Common Elements.
- E. Storm Water Drainage System. The entire storm water management system serving the Project shall be General Common Elements, including all storm water detention and retention areas except those portions, if any, designated on the Condominium Subdivision Plan as Limited Common Elements.
- F. Water and Sanitary Sewers. The water mains and sanitary sewer mains servicing the Project, but but not laterals or service leads to a Homesite, shall be General Common Elements.
- G. Sidewalks. Sidewalks that are located within the road rights-of-way for the general use of the Co-owners shall be General Common Elements.
- H. Landscaping, Exterior Lighting and Sprinkler Systems. All trees, plants, flowers, rocks, other landscaping, exterior lighting and sprinkler systems that are installed within the General Common Element land areas shall be General Common Elements.
- I. Other. Other elements of the Condominium that are not designated as General or Limited Common Elements and that are not located within a Unit, but that are intended for common use of all Co-owners or are necessary to the Project.

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

- A. Land. Certain land may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit or Units to which it appertains, as shown on Exhibit B.
- B. Utility Leads. All utility laterals and service leads to a Homesite are limited in use to the Unit serviced by them.
- C. Driveways. A private driveway serving an individual Unit is a Limited Common Element appurtenant to that Unit, even if it is partially located on a General Common Element land area.

Section 3. Structures on Units. All structures, improvements and landscaping located within the boundaries of a Unit or its appurtenant Limited Common Element land area shall be owned in their entirety by the Co-owner of the Unit or Limited Common Element on which they are located and shall not be either General Common Elements or Limited Common Elements.

Section 4. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

A. Co-owner Responsibilities.

1. Homesites. The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Unit, each Homesite, all easement areas located on the Homesite, all structures, landscaping and improvements on that Homesite (except actual physical improvements that are designated as General Common Elements) and all Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit that is located within that Homesite, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

2. Street Trees and Sidewalks. Each Co-owner shall be responsible for maintenance, repair and replacement of all sidewalks and street trees located within that Co-owner's Homesite.

3. Utility Services. The responsibility for and cost of maintenance, repair and replacement of all utility laterals and leads within a Homesite shall be borne by the Co-owner of the Unit in that Homesite, except to the extent that those expenses are borne by a utility company or a public authority.

B. Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements, except the part of the General Common Element Land area located within a Homesite, shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways and land area within a Homesite, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium.

Section 5. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications facilities, shall be General Common Elements only to the extent of the Co-owners' interest in those items, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 6. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any way that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V: UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE.

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Woodfield No. 3 Site Condominium as prepared by SSOE Inc., Engineers (Exhibit B). Each Unit consists of the volume of land and airspace within the Unit boundaries as delineated with heavy outlines on Exhibit B.

Section 2. Percentages of Value. All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meetings of the Association.

ARTICLE VI: SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS. Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. The resulting changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development Period, without the consent of any other Co-owner or any mortgagee of any Unit, to:

A. Subdivide Units. Subdivide or resubdivide any Units that it owns.

B. Consolidate Contiguous Units. Consolidate under single ownership two or more contiguous Units that it owns.

C. Relocate Boundaries. Relocate any boundaries between adjoining Units that it owns.

In connection with any subdivision, consolidation or relocation of boundaries of Units by the Developer, the Developer may modify, add to or remove Common Elements, and designate or redesignate them as General or Limited Common Elements and shall reallocate the percentages of value of the affected Units, as required by the Act. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by and at the expense of the Developer.

Section 2. By Co-owners. Subject to approval by Grand Blanc Township and the Developer, and subject to Article II, Section 38 of the Bylaws, one or more Co-owners may:

A. Subdivision of Units. Subdivide or resubdivide any Units that he owns upon written request to the Developer.

B. Consolidation of Units; Relocation of Boundaries. Consolidate under single ownership two or more contiguous Units that they own to eliminate boundaries or relocate the boundaries between those Units upon written request to the Developer.

These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by the Association. The Co-owner(s) requesting the changes shall bear all costs of preparation and recording of the amendment(s). The changes shall become effective upon recording of the amendment in the office of the Genesee County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VI.

Section 4. Construction of Improvements on Units. Subject to the restrictions contained in the Condominium Documents, including the Rules and Regulations of the Project, as amended, a Co-owner may construct on his Unit one single-family residence. All construction shall be in accordance with and subject to the Rules and Regulations and all applicable codes, ordinances, statutes, laws, rules, regulations and private use restrictions.

ARTICLE VII: EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Woodfield No. 3 Site Condominium consists of 32 Units, but is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 130 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the land described in the attached FUTURE DEVELOPMENT LEGAL DESCRIPTION RIDER, which is made a part of this Master Deed, which is referred to in the Condominium Documents as the "Area of Future Development."

Section 2. Increase in Number of Units. Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six years from the date of recording of this Master Deed, be increased by the addition to this Condominium of any portion of the Area of Future Development. The location, nature, and appearance of all of those additional Units shall be determined by Developer in its sole discretion subject only to approval by the Township of Grand Blanc.

Section 3. Expansion Not Mandatory. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successor or assigns) may, in its discretion, establish all or a portion of the Area of Future Development as rental development, a separate condominium project (or projects) or any other form of development subject only to the approval of the Township of Grand Blanc. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Area of Future Development described in this Article VII nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations. One hundred percent (100%) of the Area of Future Development may be devoted to non-residential use.

Section 4. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium Project 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 the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100

for the entire Project resulting from such amendment or 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 method of original determination of percentages of value for the Project.

Section 5. **Redefinition of Common Elements.** Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks to the Project to any roadways and sidewalks that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways and sidewalks located in the Project.

Section 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, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. **Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VIII: CONVERTIBLE AREAS

Section 1. Units and Common Elements

A. **Designation of Convertible Areas.** Each and every Unit is hereby designated as Convertible Area within which another Unit of different dimensions and/or Limited Common Elements and/or General Common Elements may be created and modified as provided in this Master Deed. Each Limited Common Element and General Common Element is hereby designated as Convertible Area within which Limited Common Elements and/or General Common Elements and/or Units may be created and modified as provided in this Master Deed. All of the land described in Article II of this Master Deed is designated as Convertible Area within which Units, Limited Common Elements and General Common Elements may be created and modified as provided in this Master Deed.

B. **Developer's Right to Create and Modify Units and Common Elements.** The Developer reserves the right, in its sole discretion and without the consent of any Co-owner, during the period ending six (6) years after the recording of this Master Deed, to create additional Units and Common Elements, and modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to those Units and Common Elements within the Convertible Areas designated in Subsection 1.A., above, as long as those modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit that adjoins or is proximate to the modified Unit or Common Element. The maximum number of Units that may be created within the Convertible Areas is Twenty-six (26) Units.

Section 2. **Type and Compatibility of Improvements.** Only residential Units, roadways, sidewalks, utility facilities and other General and Limited Common Elements of the types described in Article IV may be created within the Convertible Areas. All improvements constructed within the Convertible Areas shall be reasonably compatible with the structures on other portions of the Condominium Project. In exercising its rights under this Article VIII, the Developer may create Limited Common Elements within the Convertible Areas and assign or reassign any General or Limited Common Elements now existing or created after this date as General or Limited Common Elements.

Section 3. **Amendment of Master Deed.** Developer hereby reserves the right to designate each Common Element as either a General Common Element or as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment

or amendments to the Master Deed in the manner provided by law. Those amendments shall be prepared by and at the discretion of the Developer (or its successors).

Section 4. **Redefinition of Common Elements.** Those amendment(s) to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being converted and the Common Elements being modified by that amendment. In connection with any amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 5. **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, shall supersede the previously recorded Master Deed and all amendments.

Section 6. **Consent of Interested Persons.** The consent of no Co-owner shall be required as a condition for conversion under this Article VIII. 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 amendments to this Master Deed to effectuate this Article VIII and to any proportionate reallocation of percentages of value of existing Units that Developer or its successors may determine necessary in conjunction with that amendment or amendments. All interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate this Article VIII. Those amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits and may incorporate by reference all or any pertinent portions of the Master Deed and the Exhibits.

ARTICLE IX: EASEMENTS.

Section 1. **Easement for Utilities.** There shall be easements to, through and over the land in the Condominium (including all Units and their adjoining Limited Common Element setback areas) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as amended from time to time. If any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors, construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of that encroachment for as long as that encroachment exists, and for its maintenance after rebuilding in the event of destruction.

Section 2. Easements Retained by Developer.

A. **Roadway Easements.** (1) Developer reserves for the benefit of itself, its successors and assigns, and all future owners of all or any portion of the Area of Future Development, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the Project and the Area of Future Development. Developer further reserves the right during the Development Period to install temporary construction roadways and access ways over the General Common Elements in order to gain access to the Project and the Area of Future Development from a public road. The owners of all or any part of the Area of Future Development shall pay a portion of the costs and expenses of maintenance, repair and replacement of the roads and Entranceways in the Project equal to the product obtained by multiplying those costs and expenses by a fraction the numerator of which is the number of dwelling units outside the Project that are serviced by those roads and the denominator of which is the total number of dwelling units (including those within the Project) serviced by those roads.

(2) The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the General Common Element roadways in Woodfield No. 3 Site Condominium. That right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B, recorded in the Genesee County Records.

(3) The Developer reserves the exclusive right until the lapse of the Development Period to maintain, repair, replace, decorate and landscape the public road or private road rights of way in the Project. The nature, extent and expense of maintenance, repair, maintenance, replacement, decoration and landscaping shall be at the sole discretion of the Developer. All costs and expenses of initial installation of decorations and landscaping shall not be costs and expenses of administration

and operation of the Condominium, but shall be borne by the Developer. All costs and expenses of maintenance, repair, maintenance, replacement, decoration and landscaping other than for the initial installation of those improvements shall be costs and expenses of operation and administration of the Condominium. After expiration of the Development Period or when Developer assigns to the Association or to another person the Developer's rights under this Paragraph A(3), the Association shall have the responsibility for maintenance, repair, replacement, decoration and landscaping of the rights of way to the extent those areas are General Common Elements for which the Association would otherwise have those responsibilities under the Master Deed and Bylaws for the Project.

B. Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electric, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VII that benefit from such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VII that benefit from such utility mains. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium and by the owner or owners of the land described in Article VII or portion thereof upon which are located the dwelling Units which such lead or leads services.

C. Granting Utility Rights to Agencies. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B recorded in the Genesee County Records.

D. Developer's Right of Use. The Developer, its successors and assigns, agents and employees, may maintain facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes that may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development Period has not expired.

Section 4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development Period, shall have the power to grant 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. However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that 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. Nature Preservation and Wetlands Area Easement. Certain portions of the Condominium, including certain Limited Common Element Yard Areas, may have been designated on the Condominium Subdivision Plan as "Nature Preservation" or "Wetlands" areas. The areas have been created for the benefit of the Michigan Department of Natural Resources and are not to be disturbed either by fill, clearing of trees or construction of any improvements without the prior approval of the Michigan Department of Natural Resources. Decks and other similar amenities may be permitted to be constructed in Nature Preservation and Wetlands areas only if approved by the Developer as required by the Bylaws.

Section 7. The Captain's Club at Woodfield No. 3 Site Condominium Easement. Members and guests of the adjoining golf course known as the "Captain's Club at Woodfield" shall have the right to enter the General Common Element land area and roads of the Condominium Premises for the sole purpose of retrieving golf balls that land within the Condominium Premises. This easement does not permit members and guests of the Captain's Club at Woodfield to enter or cross over any other General Common Elements, or on Limited Common Elements or Units without the permission of the Co-owner of the Unit involved. Golf balls that enter the Condominium Premises shall be considered "out-of-play" and shall not be played from within the Condominium Premises.

Section 8. Other Community Easements. The Developer or the Association shall have the right to grant any other easements on the General Common Elements that are necessary or desirable for development, community usage, coordinated maintenance and operation of the Woodfield No. 3 Site Condominium community and to confer responsibilities and jurisdiction for administration and maintenance of those easements upon the administrator of the Woodfield No. 3 Site Condominium community.

ARTICLE X: RECREATIONAL FACILITIES

Section 1. Election to Construct. The Developer may, in its sole discretion, construct recreational facilities in any portion of the Condominium or in any adjacent or proximate areas designated for future development under the Woodfield Planned Unit Development Plan approved by the Townships of Grand Blanc and Holly, including, but not limited to, swimming pool, community building, park areas, picnic areas, hiking trails, or other related amenities ("Recreational Facilities"). The Developer may provide, by amendment to this Master Deed, that the owners of Units in the Project may use the Recreational Facilities and, in connection therewith, may provide that the owners of Units in the Project shall be responsible for payment of a proportionate share of the costs of maintenance, repair and replacement of the Recreational Facilities, which shall be expenses of the administration of the Condominium. The Developer has no obligation to construct any Recreational Facilities. Final determination of the design, layout and location of the Recreational Facilities, if constructed, will be at the sole discretion of the Developer.

Section 2. Rights of Use. It is intended that the Recreational Facilities, if constructed, will be used by the Co-owners of Woodfield No. 3 Site Condominium and any development proposed for the adjacent portions of the Woodfield Planned Unit Development approved by the Townships of Grand Blanc and Holly, but not exceeding the total number of Units approved for the Planned Unit Development and not less than 26 Units. Those facilities may be utilized by the occupants of Units in the Project and the occupants of the Planned Unit Development only if and to the extent provided by the Developer. The costs of maintenance, repair and replacement of the Recreational Facilities shall be borne proportionately by all of those intended users. The Co-owners shall be responsible from time to time for payment of a proportionate share of those expenses equal to the product resulting from multiplying those expenses by a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is sum of the number of Units plus all other dwelling units on the Planned Unit Development which have the right to use those facilities.

ARTICLE XII. MAINTENANCE OF WOODFIELD ENTRANCEWAY. The master deed for Woodfield, which is a site condominium adjacent to this Project, provides that the developer of Woodfield and the Woodfield Association shall maintain the Dixie Highway Entranceway to that project. The Woodfield Association contributes toward the cost of maintaining that Entranceway. By a written document recorded in the office of the Genesee County Register of Deeds, the Woodfield No. 3 Site Condominium Association also has agreed to contribute toward the cost of maintaining that Entranceway. Each owner and prospective owner of a Unit in Woodfield No. 3 Site Condominium should review that recorded document, which is entitled "ENTRANCEWAY EXPENSE SHARING AGREEMENT," for a complete understanding of all of the terms and obligations of the Woodfield No. 3 Site Condominium Association with respect to maintenance of that Entranceway.

ARTICLE XI: AMENDMENT. This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66b% of the Co-owners, except that:

Section 1. Modification of Units or Common Elements. A Unit's dimensions, and the nature, extent and the responsibility for maintenance, repair or replacement of its appurtenant Limited Common Elements may not be modified in any material way without the written consent of the Co-owner and mortgagee of that Unit.

Section 2. Mortgagee Consent. A proposed amendment that would materially alter or change the rights of mortgagees generally shall require the approval of 66b% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By Developer. From the date of recording this Master Deed until one year after expiration of the Development Period, the Developer may, without the consent of any Co-owner or any other person, amend the Condominium Documents to correct survey or other errors, modify any limitation or restriction on the use and improvement of any Unit in the Project, and make other amendments that do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner, the corresponding proportion of common expenses assessed against him and the percentage of value assigned to his Unit shall not be modified without his and his mortgagee's written consent of that Co-owner and his mortgagee's consent, except as otherwise provided in the Condominium Documents.

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


Section 6. Developer Approval. During the Development Period, the Master Deed and Exhibits A and B shall not be amended or modified without the written consent of the Developer.

ARTICLE XII: ASSIGNMENT. The Developer may assign any or all of its rights or powers under the Condominium Documents or law, including any right to approve or consent to any proposed activity or action, to another person or the Association by an appropriate written document duly recorded in the office of the Genesee County Register of Deeds. Upon the expiration of the Development Period, the Developer's rights to approve or consent to any proposed action shall be deemed assigned to the Association.

[signature appears on Page 10]

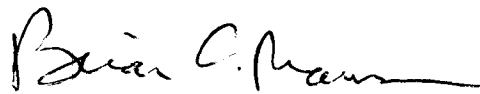
MASTER LIBER 4339 PAGE 730

WITNESSES:


George F. Rizik, II


Sandra L. Brill

WOODFIELD DEVELOPMENT GROUP
LIMITED PARTNERSHIP,
a Michigan Limited Partnership
by PARAGON DEVELOPMENTS INCORPORATED,
a Michigan corporation, General Partner,

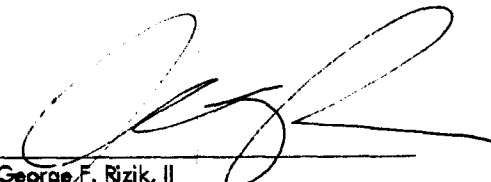
By: 
Brian A. Mansour, its President

STATE OF MICHIGAN)

SS:

COUNTY OF GENESEE)

On November 24, 1999, the foregoing Master Deed was acknowledged before me by Brian Mansour, President of Paragon Development Incorporated, a Michigan corporation, on behalf of said corporation, as General Partner of Woodfield Development Group Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.


George F. Rizik, II
Notary Public, Genesee County, Michigan
My commission expires: 9/23/2000

Drafted by and when
recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik, P.C.
8226 South Saginaw Street
Grand Blanc, Michigan 48439
(810) 953-6000
Revised November 19, 1999

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LEGAL DESCRIPTION RIDER TO
MASTER DEED OF
WOODFIELD NO. 3 SITE CONDOMINIUM

Part of the South ½ of Section 36, T6N-R7E, Grand Blanc Township, Genesee County, Michigan, described as beginning at a point on the South line of said Southeast 1/4 of Section 36 which is S 00°42'54" E along the North-South 1/4 line of said Section 36, 1317.44 feet and N 88°27'59" E, 1319.26 feet and S 00°37'16" E, 1326.89 feet and S 01°07'57" E, 2667.86 feet and S 89°11'05" W, 32.13 feet from the North 1/4 corner of said Section 36; Thence from said point of beginning continuing S 89°11'05" W along said South line of the Southeast 1/4 of Section 36, 306.37 feet; Thence N 29°26'15" W, 141.59 feet; Thence N 26°14'57" W, 313.42 feet; Thence N 38°12'54" W, 78.61 feet; Thence N 41°16'16" E, 119.13; Thence along a curve to the left with a radius of 737.00 feet, a central angle of 21°05'23" and a long chord bearing and distance of N 59°16'26" W, 269.75 feet; Thence N 69°49'07" W, 86.00 feet; Thence along a curve to the left with a radius of 434.00 feet, a central angle of 22°37'12" and a long chord bearing and distance of N 81°07'43" W, 170.23 feet; Thence S 87°33'41" W, 169.83 feet; Thence along a curve to the right with a radius of 433.00 feet, a central angle of 03°07'03" and a long chord bearing and distance of S 89°07'13" W, 23.56 feet; Thence S 12°30'02" W, 130.00 feet; Thence N 78°24'49" W, 190.75 feet; Thence N 59°17'40" W, 292.47 feet; Thence N 72°22'00" W, 315.00 feet; Thence N 17°38'00" E, 125.00 feet; Thence N 72°22'00" W, 290.00 feet; Thence along a curve to the left with a radius of 293.00 feet, a central angle of 39°13'05" and a long chord bearing and distance of N 88°01'27" E, 196.66 feet; Thence S 72°22'00" E, 41.74 feet; Thence N 17°38'00" E, 41.74 feet; Thence along a curve to the left with a radius of 293.00 feet, a central angle of 39°13'05" and a long chord bearing and distance of N 37°14'33" E, 196.66 feet; Thence S 17°38'00" W, 102.00 feet; Thence S 72°22'00" E, 79.05 feet; Thence S 47°28'07" E, 35.86 feet; Thence S 82°59'15" E, 204.31 feet; Thence S 54°06'56" E, 72.02 feet; Thence S 67°00'13" E, 230.53 feet; Thence S 44°35'57" E, 138.25 feet; Thence S 07°15'50" W, 95.00 feet; Thence along a curve to the left with a radius of 367.00 feet, a central angle of 09°42'09" and a long chord bearing and distance of S 87°35'14" E, 62.07 feet; Thence N 87°33'41" E, 169.83 feet; Thence along a curve to the right with a radius of 500.00 feet, a central angle of 22°37'12" and a long chord bearing and distance of S 71°07'43" E, 196.12 feet; Thence S 69°49'07" E, 86.00 feet; Thence along a curve to the right with a radius of 803.00 feet, a central angle of 15°57'46" and a long chord bearing and distance of S 61°50'14" E, 223.00 feet; Thence N 86°08'38" E, 213.04 feet; Thence S 38°09'26" E, 76.71 feet; Thence S 34°49'17" E, 226.80 feet; Thence S 24°47'11" E, 280.81 feet; Thence S 03°37'54" W, 159.07 feet to the point of beginning; containing 12.74 gross and net acres.

FUTURE DEVELOPMENT LEGAL DESCRIPTION RIDER TO
MASTER DEED OF
WOODFIELD NO. 3 SITE CONDOMINIUM

Part of the South ½ of Section 36, T6N-R7E, Grand Blanc Township, Genesee County, Michigan, described as beginning at a point, which is S 00°42'54" E along the North-South 1/4 line of said Section 36, 1317.44 feet and N 88°27'59" E, 1319.26 feet and S 00°37'16" E, 1326.89 feet and S 01°07'57" E, 1085.65 feet and S 88°52'03" W, 36.35 feet from the North 1/4 corner of said Section 36; Thence from said point of beginning N 28°06'25" W, 131.99 feet; Thence N 68°28'34" W, 152.38 feet; Thence N 72°49'21" W, 117.97 feet; Thence N 87°51'43" W, 120.87 feet; Thence N 41°20'01" W, 215.30 feet; Thence S 66°06'42" W, 235.22 feet; Thence S 24°29'56" W, 143.14 feet; Thence S 02°09'56" E, 155.18 feet; Thence S 01°33'44" W, 109.14 feet; Thence along a curve to the left with a radius of 293.00 feet, a central angle of 35°57'01" and a long chord bearing and distance of S73°35'13" W, 180.84 feet; Thence N 34°23'18" W, 100.00 feet; Thence S 68°59'45" W, 94.06 feet; Thence N 73°55'34" W, 133.86 feet; Thence S 68°32'58" W, 148.27 feet; Thence S 21°45'16" W, 82.77 feet; Thence S 12°45'22" W, 162.17 feet; Thence S 64°08'36" E, 222.91 feet; Thence S 24°24'59" E, 125.75 feet; Thence S 44°35'57" E, 138.25 feet; Thence S 07°15'50" W, 95.00 feet; Thence along a curve to the left with a radius of 367.00 feet, a central angle of 09°42'09" and a long chord bearing and distance of S 87°35'14" E, 62.07 feet; Thence N 87°33'41" E, 169.83 feet; Thence along a curve to the right with a radius of 500.00 feet, a central angle of 22°37'12" and a long chord bearing and distance of S 81°07'43" E 196.12 feet; Thence S 69°49'07" E, 86.00 feet; Thence along a curve to the right with a radius of 803.00 feet, a central angle of 06°08'46" and a long chord bearing and distance of S 66°44'44" E, 86.10 feet; Thence N 52°35'18" E, 166.59 feet; Thence N 41°22'04" E, 113.50 feet; Thence N 21°38'52" E, 87.00 feet; Thence N 00°35'10" W, 106.33 feet; Thence N 54°59'17" W, 117.41 feet; Thence N 80°17'33" W, 137.96 feet; Thence S 59°58'38" W, 137.96 feet; Thence S 37°21'35" W, 140.27 feet; Thence S 28°34'17" W, 92.41 feet; Thence N 28°44'22" W, 279.66 feet; Thence N 33°05'06" E, 117.92 feet; Thence N 83°26'36" E, 43.85 feet; Thence S 87°14'32" E, 145.92 feet; Thence N 46°29'00" E, 227.85 feet; Thence N 66°55'15" E, 114.84 feet; Thence S 69°25'59" E, 105.43 feet; Thence S 30°22'50" E, 81.62 feet; Thence S 76°48'17" E, 93.55 feet; Thence N 76°47'31" E, 89.23 feet; Thence N 45°18'42" E, 132.42 feet; Thence N 08°19'06" E, 134.79 feet to the point of beginning; containing 19.39 acres.

EXHIBIT A TO MASTER DEED

BYLAWS OF WOODFIELD NO. 3 SITE CONDOMINIUM

ARTICLE I: ASSOCIATION OF CO-OWNERS. Woodfield No. 3 Site Condominium, a residential site condominium Project located in Grand Blanc Township, Genesee County, Michigan, shall be administered by an Association of Co-owners which shall be a Michigan non-profit corporation (the "Association") responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. All Co-owners in the Project and all persons using or entering upon or acquiring any interest in any Unit or Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building of any kind except one private residence shall be erected within a Unit.

Section 2. Architectural Control. An architectural control process has been established to assure that Woodfield No. 3 Site Condominium is developed in the highest quality manner consistent with the design goals for the community as described in the Rules and Regulations. No building, structure, landscaping or other improvement shall be erected, constructed, installed or permitted to remain on any Unit or elsewhere in the Project unless it has been approved in accordance with the architectural approval process described in Section 17, below, and also complies with the restrictions and requirements of the Condominium Documents. No alteration, modification, substitution or other variance from the designs, plans, specifications and other materials that have been approved by the Developer shall be permitted without the Developer's written approval of that variance, regardless of the reason for the variance. The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval to any other person, including the Association.

Section 3. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations, modifications or changes on any of the Units or Common Elements without the express written approval of the Developer. No Co-owner shall restrict access to any utility line or any other element that must be accessible to service the Common Elements or that affects an Association responsibility in any way. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit, except that holiday decorations shall be permitted subject to the Rules and Regulations of the Association as they may from time to time be amended, unless approved in writing by the Developer.

Section 4. Activities. No improper, unlawful, noxious or offensive activity or an activity that is or may become an annoyance or a nuisance to the Co-owners shall be carried on in any Unit or upon the Common Elements. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Disputes among Co-owners arising as a result of this provision that cannot be amicably resolved shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Developer. A 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 on his Unit, if approved. Activities deemed offensive and expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices, burning of trash or leaves, installation or operation of electronic insect killers or operation of flood or other bright lights which are an annoyance to an adjacent resident.

Section 5. Pets. No animals, other than two household pets, shall be maintained by any Co-owner. Those pets shall be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be kept or bred for any commercial purpose. All animals shall be properly licensed. No animal may be permitted to run loose at any time upon the Common Elements. All animals shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Developer and the Association for any loss, damage or liability which the Developer or Association may sustain as the result of the presence of that animal on the premises, whether or not the Developer has given its permission. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V of these Bylaws if the Association determines that assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the Owner, remove or cause to be removed from the Condominium any animal that it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt additional reasonable rules and regulations with respect to animals as it deems proper. The Board of Directors of the Association may assess fines for violations of this Section in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations of the Association.

Section 6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association. No flagpole or exterior radio, television aerial, antenna, satellite dish or other reception or transmission device shall be placed, constructed, altered or maintained on any Unit or Common Element without the prior written consent of the Developer, which the Developer may withhold in its sole discretion. The foregoing notwithstanding, a Co-owner may erect and maintain one satellite television reception dish antenna, provided: (1) The antenna is located in the rear yard of the Unit, (2) the antenna is screened year-round from visibility from the streets in the Project, and (3) the antenna is no larger than 18 inches in diameter. Trash shall be stored out of sight in standard receptacles specified by the Developer, and placed at the curb for trash pickup no sooner than the evening before the collection day. Co-owners shall contract with a single company selected by the Association in order to obtain a better rate and limit trash collection to a single day per week. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be visually screened and approved by the Developer in writing. No refuse pile, compost heap or other unsightly or objectionable materials shall be allowed to remain on any Homesite. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in a manner that is not offensive or visible to any other Co-owners in the Condominium. The Common Elements and Units shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any dwelling shall be made of or lined with material which is white or off-white in color or blends with the exterior of the residence. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, that is detrimental to the appearance of the Condominium. Without written approval by the Developer, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located on his Unit. In connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

Section 7. Vehicles. No house trailers, trucks, pick-up trucks, commercial vehicles, boat trailers, aircraft, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, passenger vans, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked upon the premises of the Condominium unless in garages. No inoperable vehicles of any type may be stored outdoors under any circumstances. Commercial vehicles and trucks shall not be parked in or about the Condominium except during deliveries or pickups in the course of business. The Association may require Co-owners to register with the Association all cars maintained on the Condominium Premises. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Condominium or on its roads.

Section 8. Advertising. No signs or other advertising devices of any kind that are visible from the exterior of a Unit or on the Common Elements, including any "For Sale" signs other than the standard "For Sale" sign that has been designed for use at Woodfield No. 3 Site Condominium, shall be displayed without written permission from the Developer. The Developer may

withhold that permission in its sole discretion. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer.

Section 9. Rules and Regulations. The Board of Directors of the Association may make Rules and Regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by 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 rules, regulations and amendments shall be furnished to all Co-owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and its appurtenant Limited Common Elements, during reasonable working hours, upon notice to the Co-owner, as necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and appurtenant Limited Common Elements as necessary to respond to emergencies. The Association may gain access in any manner reasonable under the circumstances and shall not be liable to a Co-owner for any resulting damage to his Unit and appurtenant Limited Common Elements. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 11. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed and shall not be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on the Common Elements.

Section 12. Co-owner Maintenance. Each Co-owner shall maintain his Homesite and any Common Elements for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, except to the extent those damages or costs are covered and reimbursed by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article V.

Section 13. Reserved Rights of Developer.

A. Prior Approval by Developer. During the Development Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, and no addition to, or change or alteration to any structure shall be made (including in color or design), except interior alterations that do not affect structural elements of any Unit, and no hedges, trees or substantial planting or landscaping modifications shall be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of the 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 the Developer, its successors or assigns, and a copy of the plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any plan or specifications, or grading or landscaping plans that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon the 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, and the degree of harmony with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development. This Section shall be binding upon the Association and all Co-owners.

B. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article II shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes. Despite any contrary provision, the Developer shall have the right to maintain a permanent, temporary or mobile sales office, model units, advertising display signs, storage areas, related parking rights, and access throughout the Project that it deems reasonable for the sale and development of the entire Project by the Developer.

C. Enforcement of Bylaws. The Association shall have the responsibility and the obligation to enforce the provisions contained in these Bylaws including the restrictions set forth in Article II. The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of

the Co-owners and all persons having an interest 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 those high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and replace any Common Elements and to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 14. Leasing and Rental.

A. Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article II subject to the provisions of subsection (B) below. No Co-owner shall lease less than an entire Unit in the Condominium.

No tenant shall be permitted to occupy except under a lease having an initial term of at least six months unless approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents at least 10 days before presenting a lease form to a potential tenant. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

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

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

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

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

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

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

Section 15. Notification of Sale. A Co-owner intending to make a sale of his Unit shall notify the Association in writing at least 21 days before the closing date of the sale and shall furnish the name and address of the intended purchaser and other information reasonably required by the Association. The purpose of this Section is to enable the Association to be aware at all times of the identities of all persons owning or occupying a Unit and to facilitate communication with them regarding the rights, obligations and responsibilities under the Condominium Documents. Under no circumstances shall this provision be used for

purposes of discrimination against any owner, occupant or prospective owner on the basis of race, color, creed, national origin, sex or other basis prohibited by law.

Section 16. Incorporation of Rules and Regulations. The Rules and Regulations adopted by the Association and, during the Development Period, the Developer, as amended from time to time, are hereby made a part of these Bylaws as if fully set forth in these Bylaws, and may be enforced by the Developer and the Association as if a part of the Bylaws.

Section 17. Building and Architectural Rules and Restrictions. It is the intent of these Rules and Restrictions to insure that Woodfield No. 3 Site Condominium is developed in the highest quality manner in harmony with the design goals for the village communities by providing helpful guidance to future residents on the architectural design, landscape design and construction of their homes. Further, these Rules and Regulations are intended to ensure that the community is very well maintained, that the value of the residences is protected, and that Woodfield No. 3 Site Condominium is a very enjoyable place to live.

A. ARCHITECTURAL DESIGN GUIDELINES. Woodfield No. 3 Site Condominium has been conceived as interconnected "Villages" containing homes of traditional architecture in a small town setting with sidewalks, lampposts and vertical curbs at the street. The intent is to incorporate the timeless elegance of older homes and their classic architectural detailing with today's modern open and spacious interiors. The goal for the community is to capture the aesthetic charm of the small New England and Midwest village environment while providing for the needs of the modern family. The Developer is available to assist the future homeowners in achieving the "Village" goal with the architectural and landscape design of their individual residences. Homeowners are strongly encouraged to involve the Developer in the design process from the earliest stages to take advantage of its expertise and ensure a smooth approval process. The following guidelines have been established to assist the homeowners and their architects and builders in the design of homes in Woodfield No. 3 Site Condominium:

1. Exterior Architecture. The exterior of all homes shall be traditional in design to be harmonious with the "Village" concept for the community. The full range of traditional styles is permitted, including Georgian, English, French and American Country, English and French Tudor, the various Cottage styles, the various Southern styles, American Colonial (but not "modern" Colonial), Federal or other traditional style acceptable to the Developer and compatible with the design goals for the community.
2. Rear Facade. The rear exteriors of the residences in Woodfield No. 3 Site Condominium are to be architecturally consistent in style and quality with the other facades of the residence.
3. Exterior Building Materials. The exterior walls of all residences shall be of brick, stone or individual board natural wood siding. Texture 1-11, aluminum and vinyl siding is prohibited. All windows must be of high quality wood frame, wood clad, vinyl clad or solid vinyl construction; metal windows are prohibited. Natural cement stucco or similar materials such as "Dryvit" may be approved, but must be used in a traditional manner architecturally. Exterior colors are to be compatible with traditional village architecture and must be approved by the Developer.
4. Roofing Materials and Pitch. Roofs shall be constructed of cedar shakes, cedar shingles, cementitious tile, slate or good quality asphalt shingle with design, color and material approved by the Developer and compatible with the village architecture design concept for the community. White or light colored roofs are not permitted. No single-level flat roofs shall be permitted on the entire main body of any dwelling, building or other structure, including outbuildings. Flat roofs may be installed over Florida rooms, porches or patios if they are architecturally compatible with the residence, but only if they are approved by the Developer. The pitch of any proposed roof shall be depicted on plans submitted to the Developer and the degree of pitch acceptable shall be at the Developer's discretion. No white or light colored roofs shall be permitted.
5. Minimum Size. Each residence must contain a minimum livable floor area of 1,650 square feet for a ranch style home, 1,850 square feet for a one and one-half story home and 2,000 square feet for a two story home. For all Units, garages must be attached to the residence and shall accommodate at least two (2) cars and no more than three (3) cars.

6. Setbacks. All residences shall be located within the setback and sidelot requirements of the local zoning ordinance and the planned unit development requirements applicable to Woodfield No. 3 Site Condominium. Residences may be built only within the Units and not on General or Limited Common Elements
7. Garage location. Garages must have side entries, which shall be located on the side designated by the Developer in accordance with the curb cut provided at the street for the driveway. Front entry garages are not permitted.
8. Roof Vents. Plumbing vents, metal vents, caps, stacks and flashings shall be painted to match the roof color or painted black. No white vents or stacks are allowed.
9. Exterior Doors. Uniqueness in the design of front entry doors is strongly encouraged due to the architectural importance of this component in the overall appearance of a residence. Attractive and architecturally compatible screen/storm doors may be installed and are encouraged to allow front doors to remain open during pleasant weather. Natural aluminum colored storm doors are not allowed due to their unattractive appearance. The color and style of the exterior doors, including screen/storm doors, is to be approved by the Developer.
10. Chimneys. All chimneys shall have flues lining their entire height which are enclosed by brick or stone or other approved material. Prefabricated metal chimneys are not permitted. Uniqueness in chimney design is strongly encouraged.
11. Foundations. Exterior brick, stone or treated wood siding must extend to within eight inches of ground level to cover all block or concrete foundation walls, which must not be exposed at any area of a residence. Foundation vents, if used, shall be unobtrusive and painted or stained to blend into the exterior building materials.
12. Air Conditioning Units. No window or wall mounted air conditioners are permitted. All exterior air conditioning equipment shall be located as to minimize noise to adjacent homes and shall be screened by landscaping so as to not be visible from the road or adjacent residences.
13. Driveways. Driveways shall be constructed of asphalt paving, brick pavers or other approved paving materials. Common concrete paving is not permitted. Driveways shall generally be located at least eight (8) feet from the side lot line from the road to a point fifteen (15) feet into the site so as to permit landscaping along both sides of the base of the driveway. Asphalt driveways are to be sealcoated at least once every three years, unless waived by the Developer.
14. Basketball Hoops. The type, style and location of basketball hoops shall be approved by the Developer. Hoops shall be located as to be as unobtrusive as possible. Hoops and poles shall not be located forward of the front of a residence.
15. Mailboxes. A single mailbox design will be specified by the Developer to maintain a consistent, aesthetically pleasing appearance throughout the community.
16. Lighting. Lighting fixtures attached to residences or courtyard walls are to be complementary to the architecture of the residence. Homeowners may install a lamppost of traditional design, with the lamp controlled by an automatic photocell switch, in the front yard area of their Homesite. Lighting fixtures and lamppost designs are to be submitted to and approved by the Developer prior to installation.
17. Address Blocks. Each home shall incorporate either an address block constructed of granite, limestone or similar material, and containing the carved numerals of the address of the residence or individual heavy brass numerals appropriately placed in the front exterior area of the residence. Plastic or thin metal numerals are not permitted.
18. Fences and Walls. Fences, walls and hedges appropriate to a "Village" setting are strongly encouraged. Fences and walls must be designed in a manner compatible with the architecture of the residence and shall be submitted for approval to the Developer. The typical height of a fence, wall or hedge shall not exceed 4 feet. Fences enclosing in-ground swimming pools shall be a maximum of four (4) feet in height, constructed of

materials and in a style appropriate to the character of the residence. Chain link fences are not permitted. All retaining walls shall be of stone or approved masonry materials. Wooden tie walls are not allowed.

19. Swimming Pools. Only in-ground, aesthetically pleasing pools are permitted subject to the Developer's written approval. All pool areas shall be visually screened with landscaping and all mechanical equipment shall be concealed from view. Fencing around pools may consist of wrought iron/aluminum type or wood fencing architecturally compatible with the village design concept and is to be approved by the Developer. All fencing around pools must also meet the requirements of applicable federal, state and local laws.

20. Spas. Free standing, above ground spas not integrated into in-ground swimming pools shall be unobtrusively located close to the rear of the residence within a deck or patio area. Spas shall be visually screened from adjacent Homesites by landscaping or other manner approved by the Developer, and all mechanical equipment shall be fully concealed.

21. Dog Kennels and Runs. Generally, dog kennels or runs are not permitted due to their unattractive appearance, unless approved by the Developer in writing in exceptional circumstances and where they can be completely screened from view.

22. Lawn Sculptures. No lawn ornaments, fountains, sculptures or statues shall be placed on any Homesite without the prior written approval of the Developer.

23. Outdoor Playsets. Outdoor playground equipment shall be located in the rear yards of residences so as not to be visible from the road, and shall not be obtrusive to adjacent Homesites. Equipment shall be primarily of wood construction; metal playsets are not permitted. Location and size of playsets are to be approved by the Developer.

24. Utility Meters. All Gas and Electric meters shall be hidden from view so as not to be visible from the road or adjacent sites.

25. Windows and Draperies. All windows shall be manufactured of at least double-glazed glass with mullions fixed between the panes of glass. Removable mullions are not allowed. Care shall be taken with the use of window draperies to ensure that the lining visible from the exterior of the residence is either white, off-white or blends with the exterior of the home as to be unobtrusive.

26. Computerized Home Management Systems. Homeowners are encouraged to explore the new computerized central home management system for lighting, security, communications, entertainment, energy management and regulation of home products, also known as "smart house" technology. This innovative system, which requires that unique electrical wiring be installed in place of conventional wiring at the time of home construction, is likely to become standard in upscale homes in the near future and may add substantial value and marketability to the home. Since it is difficult or impossible to retrofit the necessary wiring within the interior walls of a residence after construction is completed, homeowners should give careful consideration to installation of the interior wiring to preserve the option of installing system components.

B. LANDSCAPING GUIDELINES. The inclusion of the landscape architect or designer in the earliest stages of the residential design process as part of the design team is strongly encouraged. Proper landscape design, installation and maintenance is very important in creating an enjoyable, beautiful environment. Good landscape design incorporates the natural attributes of the Homesite in terms of topography and existing plantings, and then enhances those features to create an environment most appropriate for the architecture and setting of a particular residence. Successful landscaping greatly increases the beauty and marketability of a residence and improves the quality of life for the homeowner as well as the entire community. Landscaping for residences in Woodfield No. 3 Site Condominium should be designed with the intent of meeting the goals of creating a village environment. Front entry walks should extend to the sidewalk near the street. Front yard landscaping should extend to the roadway, and courtyards, hedges, low stone or masonry walls, rich paving materials and other features promoting the classical village setting should be incorporated into the landscape design. Landscape plans will be reviewed on the basis of meeting the village architectural design concept and must be approved by the Developer prior to commencement of home construction.

1. **Preservation of Trees.** Every effort must be made to preserve existing trees on a residential Homesite, and to design the location of walks, drives, residences and other improvements in a manner which limits the number of trees to be removed. No trees measuring three (3) inches or more in diameter at eye level may be removed without the Developer's written approval. Remaining trees shall be carefully protected during the construction process by erection of protective barriers to avoid physical damage and, in particular, compaction of the soil over the root systems. Excavation and fill near existing trees shall only be done after appropriate measures are undertaken to ensure that the trees are preserved.
2. **Planting Material Sizes.** Planting materials are to be of high quality and substantial size to provide a degree of maturity to the appearance of the landscaping immediately upon installation. Evergreen trees should be a minimum of ten (10) feet in height, and canopy trees should have a minimum caliper of 3 2 inches. Each Co-owner shall be required to plant in the front yard of his or her Homesite no less than two trees meeting the foregoing requirements, one of which shall be an evergreen tree
3. **Lawn Areas.** All areas of a residential Homesite not landscaped with plant materials or hard surfaces shall be established as lawn areas by sodding or hydroseeding.
4. **Flower Beds.** All landscape plans shall include areas in the front yard for planting of annual and perennial flowers to provide for pleasing seasonal color.
5. **Edging and Mulching Materials.** The use of natural cut sod edging to define planting beds is strongly encouraged. Edging material made of steel or aluminum, but not plastic, may be used if desired. Mulching material shall consist of premium dark shredded bark, bark chips or sphagnum peat moss. Wood chips or stones shall not be used as mulching materials.
6. **Berms and Boulders.** The creation of landscaped berms, boulder outcroppings, raised beds and other creative landscape design is strongly encouraged.
7. **Hedges, Courtyard Walls and Fences.** The creative use of these materials can be very effective in achieving a "Village" setting for residences in Woodfield No. 3 Site Condominium, and their use is encouraged.
8. **Irrigation.** An underground sprinkler system shall be installed to service, at a minimum, all lawn areas and flower beds on each residential Homesite. Separate irrigation zones for shrub beds, flower beds, and lawn areas are recommended due to differing irrigation requirements for good plant health.
9. **Landscape Screening.** All exterior air conditioning equipment, utility meters and utility boxes must be screened from view from the road and adjacent residences. The garage doors of a residence must be visually screened from view from the road to the greatest extent possible by placing evergreen landscape materials in strategic positions.
10. **Retaining Walls.** All retaining walls shall be of stone or approved masonry materials. Wooden tie walls and stackable block walls (such as AVersa-Lock) are not allowed.
11. **Landscape Lighting.** Subdued lighting which highlights landscape features and architectural elements is strongly encouraged. Lighting shall be artful, aesthetically pleasing and unobtrusive, with careful attention given to both high quality lighting fixtures and the effects of the lighting itself. Landscape lighting design shall be submitted to the Developer for review and approval prior to installation.
12. **Pavement Materials.** Driveways are to be constructed of asphalt paving, brick pavers or other approved paving materials. Common concrete driveways are not allowed. Sidewalks and patios may be constructed of normal concrete; however, brick pavers, dark tinted exposed aggregate concrete, flagstone slate, or other approved richly textured material is encouraged as an alternative, subject to approval by the Developer. Each Homesite must have a sidewalk having a width of at least four feet that runs from the front entrance door, porch or stoop to the public sidewalk. Within 90 days after issuance of a certificate of occupancy for the house, the Co-owner of the Unit shall construct, at the Co-owner's expense, the required sidewalk running along the front of the Homesite for the entire width of the Homesite. That sidewalk shall be constructed of concrete,

shall be five feet in width, four inches thick and be located ten feet from and parallel to the back of the curb of the roads upon which the Homesite has frontage. Co-owners of corner Homesites shall construct the sidewalk along both street-sides. All such sidewalks shall be maintained, repaired and replaced by the Co-owner of the Unit located within the Homesite that contains those sidewalks, any provision of the Condominium Documents to the contrary notwithstanding.

13. Completion of Landscaping. Landscape installation must be completed within ninety (90) days after initial occupancy of a residence or, in the case of model homes, within ninety (90) days after the exterior of the residence has been substantially completed, weather permitting.

14. Landscaping Revisions. Any significant additions, deletions or revisions to landscaping after the initial installation shall be submitted to the Developer for review and approval.

15. Vegetable Gardens. Vegetable gardens may be installed and maintained but shall not exceed 100 square feet in area. No vegetable plant shall exceed two feet in height.

C. ARCHITECTURAL APPROVAL PROCESS. The design and construction of all residences and associated improvements, including decks, pools, walks, patios, gazebos, etc., and also including the design and installation of landscaping and driveways, is subject to the Architectural Control Approval process as described below. It is the goal of the Developer to promote traditional residential architecture of the highest caliber in a "Village" setting while preserving and enhancing the natural attributes of the Homesites to the greatest extent possible. The very best and most cost-effective residences are the result of the architect, landscape designer, engineer, builder and homeowner working together as a team; this approach is strongly encouraged in Woodfield No. 3 Site Condominium.

1. Review Procedure. A three-step submittal process is required to obtain approval for the construction of a residence in Woodfield No. 3 Site Condominium. Written approval from the Developer is required for each of the three steps as follows:

a. Conceptual Approval. The future homeowner is encouraged to involve the Developer in the design of the residence at the earliest possible stages. Submittal of sketches, photographs or renderings are normally sufficient to determine if the proposed residence will be within the design goals of the traditional "Village" architectural concept for the community.

b. Preliminary Approval. Two copies of the following materials shall be submitted to obtain Preliminary Approval for a residence in Woodfield No. 3 Site Condominium: (1) Exterior elevation drawings for all sides of the proposed residence; (2) A preliminary floor plan; (3) A preliminary site plan locating the proposed residence on the site survey; (4) An indication of the exterior materials to be used to construct the proposed residence. A materials/color board is helpful in visualizing the interplay of materials and colors.

c. Final Approval. Three copies of the following materials shall be submitted to obtain Final Approval for a residence in Woodfield No. 3 Site Condominium: (1) A Site Plan showing existing and proposed grades, the location of the proposed residence, drives and other improvements on the Homesite, and the location of all trees exceeding three inches in diameter at eye level; (2) A complete set of construction plans for the proposed residence; (3) A complete description of exterior building materials and colors including actual samples of brick and roofing; (4) A construction schedule.

Upon approval, two signed copies of the plans and documents will be returned to the owner who may then apply to the Township for a building permit. *Each Co-owner of a Unit is cautioned not to rely upon oral or written representations or statements from a builder or landscaper that the building plans and specifications, site plan or landscaping plans for his or her Unit have been approved by the Developer. Written approval by the Developer is the only assurance you have that those plans have been submitted to and approved by the Developer. This is important, as any landscaping, building or other improvement that is constructed or installed without the Developer's prior written consent may be removed by the Developer or the Association. In order to protect the design integrity of the Project, the value of other Co-owners' investments, and the enforceability of the Condominium Documents for the mutual benefit of all Co-owners of Units in the Project,*

the Developer will seek an injunction to stop any construction or installation that has not been approved in writing by the Developer.

D. CONSTRUCTION REGULATIONS. The construction process in Woodfield No. 3 Site Condominium is carefully controlled to minimize inconvenience and disruption to existing residents and to maintain the excellent image and reputation of all who are associated with this development.

1. Accountability. The builder and landscaper shall designate a construction superintendent at the start of construction who will be responsible for supervising adherence to the Construction Regulations and all other applicable condominium documents.
2. Cleanliness. Throughout the course of construction, the job site shall be maintained in a clean and orderly manner. All trash and debris shall be promptly deposited in a dumpster located as unobtrusively on the site as possible. Burning of trash and debris is prohibited. The road surface in the vicinity of the job site shall be kept clean of mud, trash and debris at all times. Violation of cleanliness regulations will result in forfeiture of builders' and landscapers' deposits, and other remedies will be promptly taken.
3. Construction Hours. Construction hours are from 8:00 A.M. to 6:00 P.M. Monday through Saturday except holidays. No construction activities are permitted during the evening or on Sundays.
4. Lot Clearing. Absolutely no clearing of trees or brush shall be done until construction and landscaping plans have been formally approved in writing by the Developer, the builder's deposits have been posted and a building permit has been issued by the Township. All trees marked for preservation on the site plan and landscaping plan must be protected with barriers to avoid compaction over the roots and physical damage. Trees to be removed shall be marked for field inspection and approval obtained from the Developer prior to removal. Logs, stumps and brush shall be immediately removed from the job site.
5. Construction Area. All construction, including access by construction vehicles and equipment, shall be confined to the boundaries of the Homesite under construction. Adjacent Homesites may not be used for parking, storage or access.
6. Construction Parking. All construction personnel shall park their vehicles either on the residential site under construction or on the roadway along the curb in the immediate vicinity. Vehicles may not be parked on the grass behind the curb or on adjacent lots to prevent damage to the grassed areas along the road.
7. Excavation. Dirt excavated for basements that is temporarily stored on the Homesite during foundation construction shall not be placed over the roots of trees intended to be preserved in order to avoid soil compaction and root damage.
8. Construction Materials. Storage of construction materials on the building site shall be done in a neat and orderly manner. Materials shall not be stored on the road, near the curb, or on adjacent sites (even if vacant).
9. Portable Toilet. The builder shall provide a portable toilet at the job site located so as not to be visible from the road until such time as the plumbing of the residence is in working order. Construction personnel shall use this portable toilet exclusively at the job site.
10. Signs. The builder may erect one (1) sign identifying the unit number and builder's name during the construction of a residence as specified by the Developer in terms of size, location, color and content, which will contain the logo for the project. Signs may not be used for advertising purposes.
11. Schedule. Once started, construction shall be prosecuted on a continual basis with completion as soon as practical but, in any event, within twelve (12) months of the time it is commenced. Completion consists of the issuance of a certificate of occupancy from the township.
12. Soil Erosion Prevention. Prior to the start of construction, a construction drive shall be installed at the driveway curb cut for the Unit consisting of a 6-inch deep stone layer at least 12 feet wide and 20 feet long, in

order to reduce the amount of dirt carried onto the roads by construction vehicles. The builder shall also be responsible for taking all necessary measures to ensure that soil erosion does not occur during construction.

E. MAINTENANCE AND ACTIVITIES PROVISIONS. In order to safeguard the investment of the residents in Woodfield No. 3 Site Condominium and preserve the value and marketability of the residences, it is necessary to maintain all elements of the community in excellent physical condition, including roads, yards, buildings, landscaping and all other improvements. Provisions for maintenance have been established in order to accomplish this goal. Additionally, activities which interfere with the enjoyment and rights of others are restricted so as to create a neighborly, pleasant environment for all residents and guests.

1. **Pre-Construction Maintenance.** Prior to residential construction, all future Homesites throughout Woodfield No. 3 Site Condominium shall be maintained in an aesthetically pleasing condition consistent with the character of the site. The Homesite owner shall be responsible for maintaining wooded or grassed areas in a clean, attractive state. Dead or diseased trees or limbs shall be promptly removed.

2. **Homesite Maintenance.** Each homeowner shall maintain his or her Homesite and all improvements that it contains, including the residence, landscaping, lawns, walks, drives, patios, decks, swimming pools, fences and the like in a first class and attractive condition so that an aesthetically pleasing appearance is presented to the community.

3. **Lawn Maintenance.** Lawns shall be fertilized on a regular basis, kept neatly trimmed and free of weeds, and irrigated during dry periods. Lawn Maintenance Services by outside contractors shall be performed only between the hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday.

4. **Landscaping.** All shrubs, trees and other landscape materials shall be maintained in an orderly and healthy condition. Unhealthy or dead plantings shall be promptly replaced. Landscaped beds shall be maintained in an attractive condition with regular restoration of shredded bark or peat mulch to prevent weed growth, and beds shall be kept weed-free. All street trees located in front of a Homesite, even if located on Common Elements, shall be replaced by and at the sole expense of the Co-owner of the Unit that is within that Homesite if the trees become diseased or die, any provision of the Condominium Documents to the contrary notwithstanding.

5. **Flowers.** Flower beds for perennial or annual flowers shall be maintained within the front yard areas of each residence integrated into the landscape design in an attractive and pleasing manner. Flower beds are to be kept weed-free and in excellent condition.

6. **Seasonal Protection.** Landscape materials are to be maintained in an attractive state throughout the year. Consequently, protection of plantings during the winter by wrapping with burlap or using plastic and polystyrene materials is prohibited because of the unsightly appearance created. Plants may be protected by application of an invisible anti-desiccant such as "Wilt-Pruf".

7. **Restricted Activities.** No noxious or offensive activity shall be conducted on any Homesite that will cause discomfort, annoyance or nuisance to the community or diminish the enjoyment of the residents in any manner whatsoever. Restricted activities include burning of trash or leaves, maintaining noisy or dangerous pets, maintaining skateboard ramps, installation or operation of electronic insect killers, operation of floodlights or other bright lights which are an annoyance to adjacent residents, or any other device or activity which is noisy, unsightly or unpleasant in nature.

8. **Vehicles.** No vehicles other than personal transportation automobiles, vans and sport/utility vehicles may be parked within the community unless located in garages, including pickup trucks, boats and campers. No vehicles may be parked outdoors if not used on a regular basis.

9. **Trash.** Trash shall be stored out of sight and placed at the curb for trash pickup no sooner than the evening before the collection day. Trash pickup will be provided by the Township. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be visually screened.

10. Snow Clearing. Snow shall be removed from drives and walks as soon as possible after snowfall.

11. Antennae. Exterior radio antennae, television aerials, satellite dishes or similar reception or transmission devices shall generally be prohibited due to their unattractive appearance.

12. Signs. No "For Sale" sign or any other sign may be erected within the community without permission from the Developer.

F. TRANSFER OF RIGHTS. The responsibilities, obligations and rights reserved to the Developer in these Rules and Regulations will transfer to the Woodfield No. 3 Site Condominium Association after the end of the Development Period as described in Article XXI of the Bylaws.

G. STANDARDS FOR APPROVAL

1. Standard for Developer's Approvals; Exculpation from Liability. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in the Condominium Documents; however, the Developer reserves the right to waive or modify those restrictions or requirements. In addition to ensuring that all dwellings comply with the requirements and restrictions of the Condominium Documents, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the design goals for the Condominium in passing upon plans, designs, drawings, specifications and other submissions. In no event shall either the Developer (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated by these Rules and Regulations, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, hedges or other structures, whether the alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive. The approval of the Developer (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representation or warranty that the structure or matter is properly designed or that it is in conformity with the ordinances or other requirements of Grand Blanc Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

2. Developer's Right to Waive or Amend Restrictions. Notwithstanding anything in these Rules and Regulations to the contrary, the Developer reserves the right to waive any restriction or requirement, if in the Developer's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units, or to relieve the Owner of a Unit or a contractor from an undue hardship or expense.

ARTICLE III: RECONSTRUCTION AND REPAIR.

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during or after completion of the reconstruction or repair, the funds for the payment of the cost are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 2. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 3. Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Homesite and appurtenant Limited Common Elements.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

A. Taking of Unit or Improvements Thereon. If all or any portion of a Unit or any improvements on a Unit are taken by eminent domain, then the award for that taking shall be paid to the Co-owner and mortgagee of the Unit as their interests may appear, despite any contrary provision of the Act. If a Co-owner's entire Unit is taken by eminent domain, then that Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

B. Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds from that taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion taken or to take any other action they deem appropriate.

C. Continuation of Condominium After Taking. If the Project continues after taking by eminent domain, then the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly. If any Unit has been taken, then Article V of the Master Deed shall also be amended to reflect that taking and to readjust the percentages of value of the remaining Co-owners proportionately, based upon a continuing value of 100% for the Condominium. That amendment may be made by an officer of the Association authorized by the Board of Directors without execution or approval by any Co-owner.

D. Notification of Mortgagees. If all or a part of a Unit or Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Association shall promptly notify each institutional holder of a first mortgage on any Unit in the Condominium.

E. Applicability of the Act. To the extent not inconsistent with these Bylaws, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units or Common Elements.

ARTICLE IV: INSURANCE.

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all risk insurance coverage and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence), officers' and directors' liability insurance, workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the General Common Elements. That insurance shall be carried and administered in accordance with the following provisions:

A. Responsibilities of Association. All insurance shall be purchased by the Association for the benefit of the Association, the Developer 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 Units.

B. Insurance of Common Elements. All General Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the board of directors of the Association. The Association shall not be responsible for maintaining insurance with respect

to Limited Common Elements, Units, buildings, residences and other improvements and appurtenances to Units and Limited Common Elements. Each Co-owner must insure his or her own house, buildings and other improvements and additions to his site Unit.

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

D. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article III 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 that repair or reconstruction.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Project and the General Common Elements, with all insurers that provide insurance for the Project, including the full power and authority to purchase and maintain insurance, to collect and remit premiums, to collect and distribute the proceeds to the Association, the Co-owners and 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 the Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the provisions of this Article.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining all risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of Co-owner's Unit and for his personal property located on that Unit or elsewhere on the Project. There is no responsibility on the part of the Association to insure any of those improvements whatsoever. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Homesite and appurtenant Limited Common Elements (naming the Association and the Developer as additional insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner. If a Co-owner fails to obtain or provide evidence of that insurance, then the Association may, but is not required to, obtain that insurance on behalf of the Co-owner, and the premiums for that insurance shall constitute a lien against the Co-owner's Unit and may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article V. Each Co-owner shall also be obligated to obtain insurance from an insurer identified by the Association in the event the Association elects to make that designation.

Section 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 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 the 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 that individual Co-owner's Homesite or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if required by the Association (or the Developer during the Development Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

ARTICLE V: ASSESSMENTS. All expenses arising from the management, administration and operation of the Association in carrying out its authority and duties 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 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Project shall be receipts affecting the administration of the Project, within the meaning of Section 54(4) of the Act. If snow removal is not performed by a governmental body, the Association reserves the right to contract for the removal

of snow from paved areas located within General Common Element areas and roadways dedicated to the public except the approaches of individual driveways servicing the Units. The cost of snow removal shall be an expense of administration of the Project.

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

A. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year. The budget shall project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for reserves and contingencies. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the 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 assessment for the year shall be established based upon the budget. 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 assessments. If the Board of Directors decides, in its sole discretion, that the assessments levied are or may be insufficient to pay the costs of operation and management of the Condominium, then it shall have the authority to increase the general assessment or to levy additional assessments that it deems necessary. 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 its members, and shall not be enforceable by any creditors of or members of the Association.

B. Special Assessments. Special assessments, in addition to those required in subparagraph A. above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided below to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$2,000.00 for the entire Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5, or (3) assessments for any other appropriate purpose not described elsewhere in these Bylaws. Special assessments referred to in this subparagraph B. (but not including those assessments referred to in subparagraph A. 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 60% of all Co-owners in number. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of or members of the Association.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws 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 V of the Master Deed. The payment of an assessment shall be in default if all or any part of that assessment is not paid to the Association in full on or before its due date. The Association may assess reasonable automatic late charges or may, under Article XIX, Section 4, levy fines for late payment. Each Co-owner (whether 1 or more persons) shall be and remain personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit that are levied while he is the owner. However, a land contract purchaser from any Co-owner including Developer shall be so personally liable and a land contract seller shall not be personally liable for all assessments levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

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

B. Foreclosure Proceedings. Each Co-owner, and every other person who 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 made a part of these Bylaws for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to those actions. Further, each Co-owner and every other person who 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 that 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 his Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

C. Notice of Action. 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 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The affidavit shall be recorded in the office of the Genesee County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the 10-day period, the Association may take any remedial action available to it under these Bylaws or Michigan law. If the Association elects to foreclose the lien by advertisement, then the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 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 that accrue prior to the time the holder comes into possession of the Unit (except for claims for a pro rata share of the assessments or charges resulting from a pro rata reallocation of the assessments or charges to all Units including the mortgaged Unit).

Section 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 Association assessments, except with respect to Units owned by

it on which a completed residential dwelling is located. Any assessments levied by the Association against the Developer for any purposes shall be void without the Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing that litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a certificate of occupancy has been issued by the local municipality.

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement under which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of the unpaid assessments that exist or a statement that none exist. That statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to that Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of the Unit shall render any unpaid assessments and the lien securing them fully enforceable against the purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale prior to all claims except real property taxes and first mortgages of record.

Section 9. 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 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and those personal property taxes shall be treated as expenses of administration.

Section 11. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE VI: ARBITRATION.

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to those 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 the arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association then in effect shall be applicable to any arbitration.

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

Section 3. Election of Remedies. The election and written consent by Co-owners or the Association to submit a dispute, claim or grievance to arbitration shall preclude them from litigating the dispute, claim or grievance in the courts.

ARTICLE VII: MORTGAGES.

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

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

Section 3. Notification of Meetings. Upon request submitted to the Association, an institutional holder of a first mortgage lien on a 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 that meeting.

ARTICLE VIII: VOTING.

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

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

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association naming an individual representative to vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-owner. The notice shall state the name and address of the representative, the number(s) of the Condominium Unit(s) owned by the Co-owner, and the name and address of each person or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. The named representative may be changed by the Co-owner at any time by filing a new notice in the same manner.

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

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

Section 6. Majority. A majority, except where otherwise provided, shall consist of more than 50% in value of those qualified to vote, present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. If expressly provided in these Bylaws, a majority may be required to exceed a simple majority.

ARTICLE IX: MEETINGS.

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at another suitable, convenient place designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Woodfield No. 3 Site Condominium have been sold and the purchasers qualified as members of the Association, but no later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit, whichever occurs first. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting. Those meetings shall not be construed as the First Annual Meeting of members. The date, time and place of that meeting shall be set by the Board of Directors, and at least 10 days' written notice shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of August each succeeding year after the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At those meetings the Co-owners shall elect by ballot a Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact other business of the Association that properly comes before them.

Section 4. Special Meetings. The President shall call a special meeting of the Co-owners if 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, place and purposes of the meeting. Only the business stated in the notice shall be transacted at a special meeting.

Section 5. Notice of Meetings. The Secretary shall (or other Association officer in the Secretary's absence) serve a notice of each annual or special meeting, stating the purpose, time and place of the meeting upon each Co-owner of record at least 10 days but not more than 60 days prior to the meeting. The mailing of a notice to each named representative at his address shown in the notice required by Article VIII, Section 3, shall be deemed notice served. Any member may waive notice in writing. The waiver, when filed in the records of the Association, shall be deemed due notice.

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

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

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

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

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

ARTICLE X: ADVISORY COMMITTEE. The Developer shall establish a Co-owners advisory committee pursuant to Section 52 of the Act, 120 days after conveyance of legal or equitable title to non-Developer Co-owners of one-third (a) of the Units that may be created or one year after the conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever occurs first.

ARTICLE XI: BOARD OF DIRECTORS.

Section 1. Number and Qualification of Directors. The Board of Directors shall consist 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, except for the first Board of Directors. Directors shall serve without compensation. Not later than 120 after conveyance of legal or equitable title to non-Developer Co-owners of 25% of the Units that may be created, at least one director and not less than 25% of the Board of Directors shall be elected by the non-Developer Co-owners. Not later than 120 after conveyance of legal or equitable title to non-Developer Co-owners of 50% of the Units that may be created, not less than 33a% of the Board of Directors shall be elected by the non-Developer Co-owners. Not later than 120 after conveyance of legal or equitable title to non-Developer Co-owners of 75% of the Units that may be created and before conveyance of 90% of those Units, the non-Developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created. Notwithstanding the formula above, 54 months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than 75% of the Units that may be created has not been conveyed to non-Developer Co-owners, then the non-Developer Co-owners shall be entitled to elect a number of Directors equal to the percentage of the Units they hold.

Section 2. Election of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in Section 52 of the Act. At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At that meeting all nominees shall stand for election as 1 slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years and the person receiving the next highest number of votes shall be elected for a term of 1 year. At each subsequent annual meeting, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting. Once the Co-owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things not prohibited by the Condominium Documents or required to be exercised and done by the Co-owners.

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

- A. To enforce the provisions of all Condominium Documents.
- B. To manage and administer the affairs of and to maintain the Project and the Common Elements.
- C. To levy and collect assessments from the members of the Association and to use the proceeds for the purposes of the Association.
- D. To carry insurance and collect and allocate the insurance proceeds.
- E. To rebuild improvements after casualty.
- F. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Project.
- G. To acquire, maintain and improve, 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 carrying out the purposes of the Association.
- H. To borrow money and issue evidences of indebtedness in carrying out the purposes of the Association, and to secure them by mortgage, pledge, or other lien on property owned by the Association, but only if those actions are approved by affirmative vote of 75% of all of the members of the Association in number and in value.

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

J. To establish and appoint members to any committees it deems necessary, convenient or desirable for the purpose of implementing the enforcement and administration of the Condominium and to delegate to those committees any functions or responsibilities that are not required by law or the Condominium Documents to be performed by the Board.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or its affiliates) at reasonable compensation established by the Board to perform the duties and services that the Board authorizes, including, but not limited to, the duties listed in Sections 3 and 4 of this Article. The Board may delegate to the management agent any other duties or powers that are not required by law or by the Condominium Documents to be performed by or have the approval of the Board of Directors or the members of the Association. All service and management contracts shall comply with Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors that occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each Director elected shall serve until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors that occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(B) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number of all of the Co-owners and a successor may then and there be elected to fill the resulting vacancy. The quorum requirement for the purpose of filling that vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at the place designated by the Directors at the meeting at which they were elected; no notice to those Directors shall be necessary in order to hold that meeting if a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at the times and places determined by a majority of the Directors. At least two regular meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or telegraph, of the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in the same manner on the written request of a Director.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of the meeting. That waiver shall be equivalent to the giving of notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. 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, a quorum is not present, then the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any adjourned meeting, any business that 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, shall constitute the presence of that Director for purposes of determining a quorum.

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

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on the bonds shall be expenses of administration.

ARTICLE XII: OFFICERS.

Section 1. Officers. The principal officers of the Association shall be a President, a Vice President, and a Secretary-Treasurer.

A. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association. The President must be a member of the Board of Directors.

B. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis.

C. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he or she shall have charge of the corporate seal, if any, and of those books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

D. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in the depositories designated by the Board of Directors.

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

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

Section 4. Duties. The officers shall have those other duties, powers and responsibilities authorized by the Board of Directors.

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

ARTICLE XIV: FINANCE.

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, a specification of 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. All Association records shall be open for inspection by the Co-owners and their mortgagees during ordinary 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. The auditors need not be certified public accountants and the audit need not 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 the annual audited financial statement within 90 days following the end of the Association's fiscal year upon request. Audit and accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

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

ARTICLE XV: INDEMNIFICATION OF OFFICERS AND DIRECTORS. Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time the expenses are incurred, except as otherwise prohibited by law. In the event of any claim for reimbursement or indemnification based upon a settlement by the director or officer seeking the reimbursement or indemnification, the indemnification shall apply only if the Association (with the director seeking reimbursement abstaining) approves the 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 a director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Association shall notify all Co-owners of the payment. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in amounts it deems appropriate.

ARTICLE XVI: AMENDMENTS.

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

Section 2. Meeting. A meeting for consideration of a proposed amendment shall be duly called in accordance with the provisions of these Bylaws.

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

Section 4. By Developer. Prior to the end of the Development Period, these Bylaws may be amended by the Developer for any purpose and in any manner without approval from any other person as long the amendment does not materially diminish the right of a Co-owner or mortgagee.

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

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption. Amendments to these Bylaws adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project regardless of whether they actually receive a copy of the amendment.

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

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

ARTICLE XIX: REMEDIES FOR DEFAULT. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, including an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination. Relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees (not limited to statutory fees) as determined by the court. No Co-owner committing the default be entitled to recover attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right to enter upon the Common Elements or upon any Unit (but not inside any residence), 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.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for violations. No fine may be assessed unless in accordance with the provisions of Article XX.

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

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

Section 7. Enforcement of Provisions of Condominium Documents. The Developer or a Co-owner may maintain an action against the Association and its officers and Directors to compel them 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 and/or damages for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX: ASSESSMENT OF FINES.

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

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

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

B. Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but the Co-owner shall not be required to appear less than 10 days from the date of the Notice.

C. Default. Failure to respond to the Notice of Violation constitutes a default.

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

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

A. First Violation. No fine shall be levied.

B. Second Violation. Twenty-Five Dollars (\$25.00) fine.

C. Third Violation. Fifty Dollars (\$50.00) fine.

D. Fourth Violation and Subsequent Violations. One Hundred Dollars (\$100.00) fine.

For purposes of assessment of fines, each day that a violation exists shall be deemed a separate and distinct violation.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable 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 including, without limitation, those described in Article V and Article XIX of the Bylaws.

ARTICLE XXI: RIGHTS RESERVED TO DEVELOPER. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of the powers and rights. The assignee or transferee shall have the same rights and powers as the Developer. Any rights and powers reserved or granted to the Developer or its successors (except the architectural review rights set forth in Article II, Section 2 and any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere, including, but not limited to, access easements, utility easements and all other easements created and reserved, which shall not be terminable in any manner under these Bylaws and which shall be governed only in accordance with the terms of their creation or reservation and not by these Bylaws), shall terminate, if not sooner assigned to the Association, at the conclusion of the Development Period.

ARTICLE XXII: SEVERABILITY. If any of the terms, provisions or covenants of the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason, then that holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants of those documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

CURVE DATA

CURVE	RADIUS	DELTA	LONG CHORD	PC COORDINATES	PT COORDINATES
5	803.00'	38°59'42"	S 35°21'50" E 505.52'	10215.16 / 9458.64	9799.61 / 9755.50
6	737.00'	31°52'05"	S 32°47'42" E 404.66'	10210.63 / 9471.16	9790.47 / 9690.33
7	437.00'	38°03'02"	S 35°53'11" E 284.91'	9799.61 / 9755.50	9668.78 / 9820.51
8	503.00'	28°40'50"	S 31°12'05" E 249.17'	9780.47 / 9690.33	9567.34 / 9819.41

UNIT NUMBER

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

SQUARE FOOTAGE

16,903.04
13,720.80
14,614.60
14,977.12
12,216.34
10,865.60
12,200.78
11,961.57
12,098.34
11,058.38
11,755.38
11,005.44
10,714.33

MASTER LIBER 4339 PAGE 760



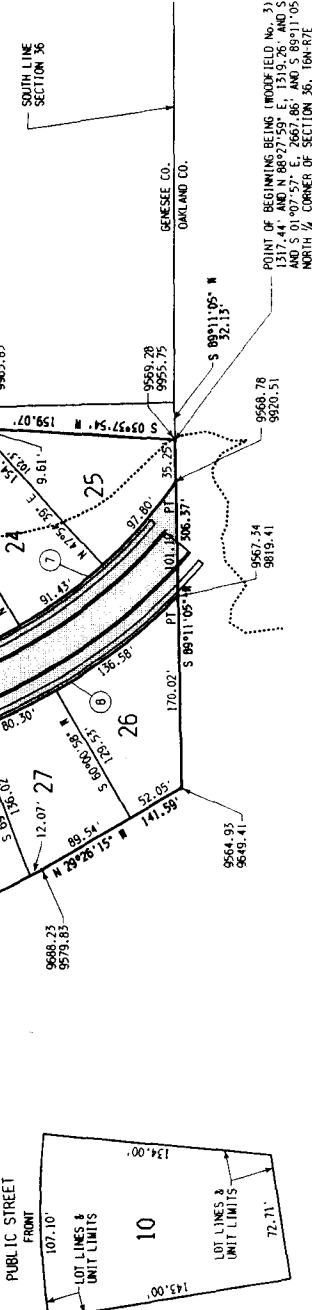
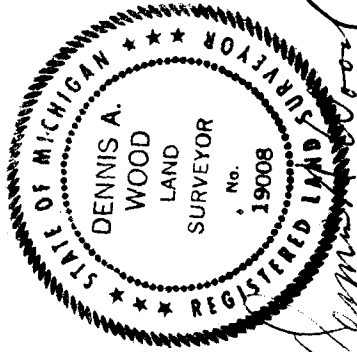
- NOTE:
1. CURVE DIMENSIONS SHOWN ON LOT FRONTS ARE ARC DIMENSIONS. LOT LINE TO LOT LINE.
 2. UNIT DIMENSIONS SHOWN ON LOT LINE TO LOT LINE.
 3. POINTS INDICATED BY "P".
 4. ALL ROADS SHOWN MUST BE BUILT; ALL OTHER IMPROVEMENTS NEED NOT BE BUILT.
 5. BEARINGS SHOWN ARE BASED ON THE BEARING OF THE FIRST COURSE.
 6. RIGHT-OF-WAY OF LOT LINE HIGHWAY FROM SURVEY BY DELTA SURVEYING, DATED 11-01-90.
 7. SEE SHEET 5 FOR EXPLANATIONS.
 8. SEE STANDARD LEGEND ON SHEET 1.

ENGINEERS ARCHITECTS PLANNERS LAND SURVEYORS
1090 WILSHIRE DR. - SUITE #260
TROY, MICHIGAN 48064 TEL. 248-643-8222

WOODFIELD
No. 3

SITE / SURVEY PLAN
UNITS 18 - 32

PROJECT NUMBER
986064-00
PROPOSED DATED 12-01-99



POINT OF BEGINNING BEING (WOODFIELD No. 3) S 00°42'54" E, 1317.44' AND N 88°27'59" E, 1319.26' AND S 00°37'16" E, 1326.89' AND S 01°07'57" E, 2667.86' AND S 01°07'57" E, 2667.86' AND S 01°07'57" E, 2667.86' NORTH 1/4 CORNER OF SECTION 36, 18N-07E

PROPOSED FUTURE DEVELOPMENT

TYPICAL UNIT DETAIL
NO SCALE

CROSS SECTION



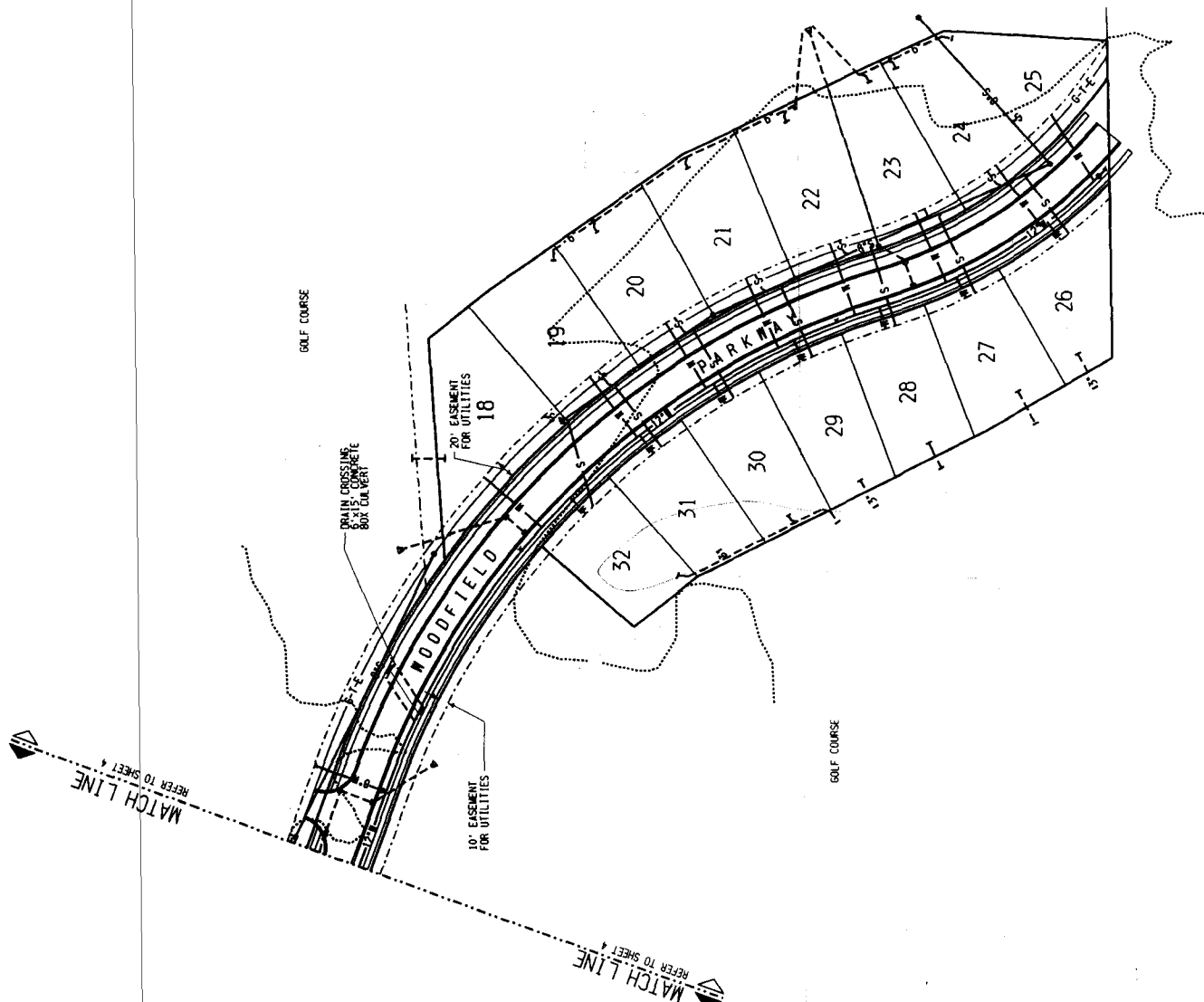
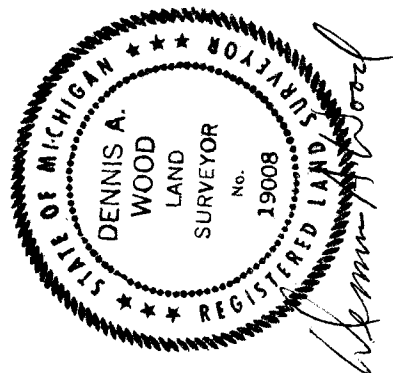
NOTE:
 1. SANITARY SEWER, STORM SEWER AND WATERMAIN LOCATIONS PER SITE DESIGN BY SSGE, INC.
 2. TELEPHONE, ELECTRIC AND GAS LINE LOCATIONS PER WOODFIELD DEVELOPMENT GROUP LIMITED PARTNERSHIP.
 3. ALL UTILITIES SHOWN MUST BE BUILT. ALL OTHER UTILITIES WERE NOT BE BUILT.
 4. UTILITY METERS WILL BE LOCATED BY THE INDIVIDUAL UNIT OWNERS AFTER CONSTRUCTION OF A DWELLING UPON THE UNIT.
 5. SEE STANDARD LEGEND ON SHEET 1.

SSGE, INC.
 ENGINEERS ARCHITECTS PLANNERS LAND SURVEYORS
 1050 WILSHIRE DR. - SUITE 4200
 TROY, MICHIGAN 48064 TEL. 248-643-8222

WOODFIELD
 No. 3

UTILITY PLAN
 UNITS 18-52

PROJECT NUMBER 986064-00
 PROPOSED DATED 12-01-99



MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU		
Date Received		FILED SEP 15 2000 Administrator CORP. SECURITIES & LAND DEV. BUREAU
Name		EFFECTIVE DATE
Address		
City	State Zip Code	

Document will be returned to the name and address you enter above

767-817

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:

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

ARTICLE I: NAME. The name of the corporation is Woodfield No. 3 Association.

ARTICLE II: PURPOSES. The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Woodfield No. 3 Site Condominium, a site condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;

WOODFIELD NO. 3
ESCROW AGREEMENT

THIS AGREEMENT is entered into this 1st day of January, 2000, between Woodfield Development Group Limited Partnership, a Michigan Limited Partnership ("Developer") and Cisko Title Company ("Escrow Agent").

WHEREAS, The Developer has established Woodfield as a Condominium Project under applicable Michigan law; and,

WHEREAS, Developer is selling Condominium Units in Woodfield and is entering into Purchase Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and,

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

WHEREAS, Escrow Agent is acting as an independent party hereunder pursuant to the provisions of this Agreement and the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter "Act") for the benefit of Developer and all Purchasers and not as the agent of any one or less than all of such parties.

NOW THEREFORE, it is agreed as follows:

1. DEPOSIT OF FUNDS. Developer shall, promptly after receipt, transmit to Escrow Agent sums initially deposited with it under a Purchase Agreement, together with a transmittal letter containing a precise identification of the Unit covered by the Purchase Agreement and the name(s), address and telephone number of the Purchaser(s) thereunder. Thereafter, Developer shall transmit to Escrow Agent further sums received by it from the Purchaser under the Purchase Agreement up to time of closing. The Master Deed as recorded in Liber 4339, Pages 721 through 763, Genesee County Records, only as modified by duly recorded Amendments through the date hereof and the attached Purchase Agreement form for this Condominium Project shall not be amended or modified in any manner which will in the opinion of Escrow Agent materially change its duties or increase its liabilities.

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

A. Upon Withdrawal by Purchaser. The escrowed funds shall be released to Purchaser under the following circumstances:

- (i) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and he fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.
- (ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding, Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.
- (iii) In the event that a Purchaser duly terminates a Purchase Agreement executed under the provisions of Section 88 of the Act pursuant to the terms of the Purchase Agreement, Escrow Agent shall release all of the Purchaser's deposits held thereunder to Purchaser.
- (iv) If however, Developer files with Escrow Agent a written objection to the withdrawal request of Purchaser which objection claims an interest in the sums held pursuant to the Purchase Agreement, Escrow Agent shall hold or dispose of the funds as provided in paragraph 4 hereof.

B. Upon Default by Purchaser. In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of 10 days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement. If, however, Purchaser files a written objection to the notice of default with Escrow Agent which objection claims an interest in the sums held pursuant to the Purchase Agreement, Escrow Agent shall hold or dispose of the funds as provided in paragraph 4 hereof.

C. Upon Conveyance of Title to Purchaser. Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement), Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

- (i) That those portions of the phase of the Condominium Project in which such Purchaser's Unit is located and which in the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and
- (ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located which in the Condominium Subdivision Plan are labeled "must be built" are substantially complete.

If the elements or facilities referred to in paragraphs 2C(i) and 2C(ii) above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided in paragraph 2F below. Determination of amounts necessary to finance substantial completion shall likewise be determined by the certificate of a licensed professional architect or engineer. For purposes of paragraph 2C(i) above, the phase of the Condominium Project in which Purchaser's Unit is located shall be "substantially complete" when all utility mains and leads, and all sidewalks, driveways, landscaping and access roads (to the extent such items are designated on the Condominium Subdivision Plan as "must be built") are substantially complete as evidenced by a certificate of substantial completion issued by a licensed professional architect or engineer as described in Section 3 below. Improvements of the type described in Paragraph 2C(ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer, as described in Section 3.

D. Release of Funds Escrowed for Completion of Incomplete Improvements. Upon furnishing Escrow Agent a certificate from a licensed professional architect or engineer (or, except for improvements of the type described in paragraph 2C(ii) above, from a local public building inspector having jurisdiction) evidencing substantial completion in accordance with the pertinent plans and specifications of an improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s); provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

E. Release of Interest Earned Upon Escrowed Funds. In the event that interest upon the escrowed funds is earned, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

F. Other Adequate Security. If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent. Escrow Agent may, at its sole discretion, present any letter of credit deposited pursuant to this paragraph for payment without prior notice or consent of Developer.

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

C. It may initiate an interpleader action in any circuit court in the State of Michigan naming all interested parties as parties and depositing all or any portion of the funds, securities and documents affected by the adverse claims with the clerk of such court in full acquittance of its responsibilities under this Agreement.

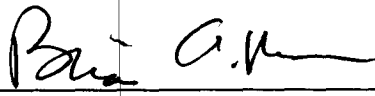
5. LIMITED LIABILITY OF ESCROW AGENT; RIGHT TO DEDUCT EXPENSES FROM ESCROW DEPOSITS. Upon making delivery of the funds deposited with Escrow Agent pursuant to this Escrow Agreement and performance of the obligations and services stated herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this Agreement.

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described in Section 3, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination for any act or omission by the Escrow Agent in reliance thereon.

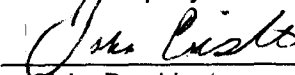
Except in instances of gross negligence or wilful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorneys' fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled to without notice to deduct from amounts on deposit hereunder.

6. NOTICES. All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage pre-paid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the transmittal letter referred to in paragraph 1 above. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

Woodfield Development Group
Limited Partnership
A Michigan Limited Partnership
by: Paragon Developments
Incorporated, a Michigan
Corporation,
General Partner

By: 
Brian A. Mansour, President

Cislo Title Company

By: 
John Cislo, President

d:\wp51\gfr\woodfield\escrow.agt

SEP 12 9 13 AM '00

GENESEE COUNTY
REGISTER OF DEEDS

ENTRANCEWAY EXPENSE SHARING AGREEMENT
WOODFIELD NO. 3 SITE CONDOMINIUM

This agreement is entered into as of November 30, 1999, by Woodfield Development Group Limited Partnership, a Michigan limited partnership, ("Woodfield"), 1000 Woodfield Parkway, Grand Blanc, MI 48439, Woodfield Association, a Michigan nonprofit corporation ("Woodfield Association"), c/o David K. Rexroth, 6060 Brookstone Lane, Grand Blanc, MI 48439, and Woodfield No. 3 Association, a Michigan nonprofit corporation (the "Woodfield No. 3 Association"), 1000 Woodfield Parkway, Grand Blanc, MI 48439.

RECITALS

- A. Woodfield is the developer of Woodfield, a condominium according to the master deed thereof recorded at Liber 1551, Pages 8555 through 8617, Genesee County Records, and the amendments thereto ("Woodfield"), being Genesee County Condominium Subdivision Plan No. 115.
- B. Woodfield is also the developer of Woodfield No. 3 Site Condominium, a site condominium according to the master deed thereof recorded at Master Liber 4339, Pages 721 to 763, Genesee County Records, being Genesee County Condominium Subdivision Plan No. 238 ("Woodfield No. 3").
- C. The recorded master deed, as amended, of Woodfield provides for the use of the roads in Woodfield by the owners of certain described real property adjacent to or in the vicinity of Woodfield ("the Adjacent Parcel") and for the sharing of costs for maintenance, repair, upkeep and replacement of improvements, landscaping and decorations of the roads and Entranceways in Woodfield by the co-owners in Woodfield and the owners of all or any part of the Adjacent Parcel.
- D. Woodfield No. 3 is located within the Adjacent Parcel.
- E. The parties are entering into this agreement for the purpose of memorializing in recordable form the method of calculating the portion of costs for maintenance, repair, upkeep and replacement of the Entranceways in Woodfield to be paid by the respective owners of Woodfield and Woodfield No. 3 pursuant to the master deed of Woodfield.

NOW THEREFORE, in consideration of the mutual covenants and undertakings of the parties set forth in this document, the parties agree as follows:

- 1. **Responsibility for Performing Maintenance.** The Woodfield Association is a Michigan non-profit corporation that has been formed to serve as the association of co-owners for the operation, management and administration of the common elements of Woodfield. The Woodfield Association shall perform or cause to be performed by contractors hired by that Association all maintenance, repair, replacement, decoration, cleaning, landscaping, administration, management and operation of the Entranceways. The level or standard of maintenance, repair, replacement, decoration, cleaning, landscaping, administration, management and operation of the Entranceways shall be determined by Woodfield or its assignee, at its sole discretion. This provision shall be interpreted broadly so as to include all reasonable activities and expenses within the authority granted to Woodfield. The authority granted to Woodfield under this Paragraph 1 shall include the authority to make additional improvements and decorations to the Entranceways. For purposes of this agreement only, the term "Entranceways" shall include but shall not be limited to the paved portions of the roads and the General Common Element land areas, including but not limited to median strips, landscaped areas, plantings and green areas, located within 1,000 feet of the centerline of the public road known as Dixie Highway. Woodfield may assign its rights under this agreement to the Woodfield Association, the Woodfield Golf Club Limited Partnership, a

Michigan limited partnership that owns the golf course known as the Captain's Club at Woodfield, which is adjacent to Woodfield, or to any other person.

2. **Payment of Costs and Cost-Sharing.** Woodfield Association will advance the necessary funds with which to pay the costs of maintenance, repair, replacement, decoration, cleaning, landscaping, administration, management and operation (but not additions to common elements) of the Entranceways. Those costs shall also include an administrative fee payable to Woodfield Association in an amount equal to fifteen percent (15%) of all other costs referred to in this Paragraph 2. The owners of Units in Woodfield No. 3 shall reimburse the Woodfield Association in total 12½% ("the Woodfield No. 3 Share") of those costs and expenses quarter-annually. Upon recording of any master deed expanding the Woodfield No. 3 Site Condominium, the parties hereto shall execute and record an amendment increasing the percentage comprising the Woodfield No. 3 Share so that the Woodfield No. 3 Share shall approximate the percentage set forth and described in the cost-sharing formula set forth in the Master Deed of Woodfield. Each co-owner of a unit in Woodfield No. 3 shall be assessed an equal portion of the Woodfield No. 3 Share. Only Units containing a completed residential dwelling shall be assessed a portion of the Woodfield No. 3 Share. A "completed residential dwelling" shall mean a residential dwelling with respect to which a certificate of occupancy has been issued by Grand Blanc Township. For purposes of determining the Woodfield No. 3 Share under this agreement the costs of maintenance, repair, replacement, decoration, cleaning, landscaping, administration, management and operation of the Entranceways shall not increase more than 10% from any calendar year to the next calendar year.
3. **Collection by Homeowners' Association.** The Woodfield No. 3 Association shall be primarily responsible for collection of the amounts due to the Woodfield Association under Paragraph 2 of this agreement from each co-owner in that condominium and for remittance of those amounts to the Woodfield Association. The Woodfield No. 3 Association shall include in its annual budgets and regular condominium assessments a separate line item for the amounts to be paid pursuant to this agreement. If The Woodfield No. 3 Association does not remit those costs when due, then the Woodfield Association may, at its option, collect the amounts due directly from the co-owners in that condominium or commence a civil action against the Woodfield No. 3 Association for those amounts. Payment of all amounts due to the Woodfield Association shall be made within 28 days of submission of a billing for those costs, after which a payment due under this agreement shall be considered delinquent. Delinquent payments shall bear interest at the rate of 18% per year or the highest rate allowed by law, whichever is less.
4. **Notices.** Notices required under the terms of this Agreement shall be sufficient if delivered personally or if mailed by regular first class mail to the address listed above for each of the parties or to the last known address of a party or person affected by this Agreement whichever is the most current. Notice to one property owner shall be deemed notice to all owners of the same parcel
5. **Waivers.** Any waiver by any party affected by this agreement in one or more instances shall be not considered a waiver of any future right.
6. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Michigan.
7. **Severability.** The invalidity or unenforceability of any one or more of the provisions of this Lease shall not affect the other provisions and this Lease shall be construed in all respects as if the invalid or unenforceable provisions were omitted.
8. **Burdens and Benefits Appurtenant.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, assigns, successors-in-title, and all persons who shall become owners of all or any part of the Adjacent Parcel. The burdens and benefits established and imposed by this agreement shall be appurtenant to and run with title to all or any part of the condominium project known as Woodfield and the Adjacent Parcel.
9. **Integration.** This constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter contained herein; and this agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this agreement.
10. **Amendments.** This Agreement may be amended or revoked at any time only by a written agreement executed by Woodfield, and all owners of all or any part of or unit in Woodfield and the Adjacent Parcel. The foregoing notwithstanding, for Woodfield and any other condominium project included in the Adjacent Parcel, the president of the Board of directors of the association of co-owners of that condominium project may execute any amendment to this agreement on behalf of all co-owners in that project. By becoming a co-owner in such a condominium project, each


co-owner of a unit in such a project hereby irrevocably appoints and designates the president of that project's association to enter into and execute amendments to this agreement on his or her behalf. This appointment is an agency coupled with an interest and may not be revoked.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date and year first above written for the purpose of binding themselves, their respective heirs, assignees, successors and representatives.

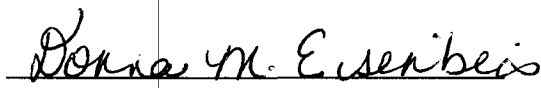
Witnesses to all signatures:

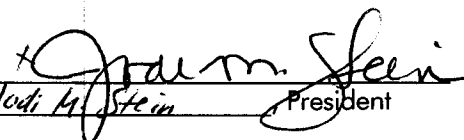
Woodfield Development Group Limited Partnership
A Michigan limited partnership,
By: Paragon Developments Incorporated,
a Michigan corporation, its general partner


JOHN CARPENTER

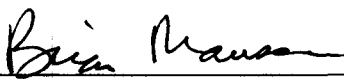
by 
Brian A. Mansour, its president

Woodfield Association,
a Michigan nonprofit corporation


DONNA M. EISENBEIS


by 
Jodi M. Stein, President

Woodfield No. 3. Association
A Michigan nonprofit corporation

by 
Brian A. Mansour, its president

STATE OF MICHIGAN)
COUNTY OF GENESEE)

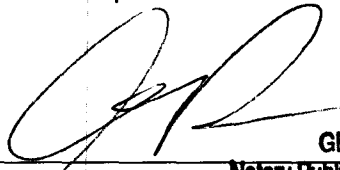
Subscribed and sworn to before me on May 10, 2000, by Brian A. Mansour, president of Paragon Developments, Incorporated, a Michigan corporation, the general partner of Woodfield Development Group Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.


J. R. CARPENTER
Notary Public
GENESEE County, Michigan
My commission expires: 5-21-2000

STATE OF MICHIGAN)
COUNTY OF GENESEE)

MASTER
LIBER 4573 PAGE 315

Subscribed and sworn to before me on Sept 8, 2000, by Jodi M. Stein, president of Woodfield Association, a Michigan nonprofit corporation, on behalf of the corporation.

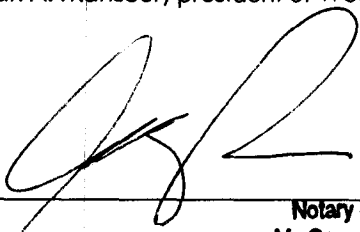


Notary Public **GEORGE F. RIZIK, II**
My Commission Expires September 23, 2000

County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
COUNTY OF GENESEE)

Subscribed and sworn to before me on Sept 8, 2000, by Brian A. Mansour, president of Woodfield No. 3 Association, a Michigan nonprofit corporation, on behalf of the corporation.



Notary Public **GEORGE F. RIZIK, II**
My Commission Expires September 23, 2000

County, Michigan
My commission expires: _____

Prepared by:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik, P.C.
8226 S. Saginaw St.
Grand Blanc, MI 48439
(810) 953-6000

1500



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Melvin Phillip McCree T20020026388
Genesee County Register MLRIZIK AN

**FIRST AMENDED MASTER DEED
OF
WOODFIELD NO. 3
AND
REPLAT NO. 1 OF GENESEE COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 238**

Woodfield Development Group Limited Partnership ("Developer"), 1000 Woodfield Parkway, Grand Blanc, Michigan 48439, being the developer of Woodfield No. 3, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 4339, Pages 721 through 763, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 238, hereby amends the Master Deed of Woodfield No. 3 pursuant to the authority reserved in Article VII thereof for the following purposes

- A. Expanding the Project pursuant to Article VII of the Master Deed from 32 Units to 93 Units by adding land to the Project; and
- B. Modifying the building restrictions for Units 32-92 only; and
- C. Modifying the provisions regarding allocation of responsibility for maintenance of common elements for purpose of clarifying that the dedication of the roads in the Project to the Genesee County Road Commission notwithstanding, the Association shall continue to have the responsibility for maintenance of the architectural street name signs; and
- D. Including Convertible Area provisions for Unit 70 of the Project; and

I hereby certify, based upon the records in my office,
that there are no tax liens or titles held by the state, or
by any individual, against the within description, and
that all taxes due thereon have been paid for the 5
years next preceding the date of this instrument.

Daniel T. Kildan 1-30-02

12-36-400-018
12-36-400-017/014/016/013/010/011/009
19/2

- E. Correcting minor survey errors contained in the original Condominium Subdivision Plan for the Project.

Upon the recording of this amendment in the office of the Genesee County Register of Deeds, the Master Deed and Exhibit B thereto shall be amended in the following manner:

- I. The following land shall be added to the Condominium Project by this amendment:

PART OF THE SOUTH ½ OF SECTION 36, T6N-R7E, GRAND BLANC TOWNSHIP, GENESEE COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT WHICH IS S00°42'54"E ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 36, 1317.44 FEET AND N88°27'59"E, 1319.26 FEET AND S00°37'16"E, 1326.89 FEET AND S01°07'57"E, 2667.86 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST ¼ OF SECTION 36 AND S89°11'05"W ALONG SAID SOUTH LINE 32.13 FEET AND N03°37'54"E, 159.07 FEET AND N24°47'11"W, 280.81 FEET AND N34°49'17"W, 226.80 FEET AND N38°09'26"W, 76.71 FEET AND S86°08'38"W, 213.04 FEET AND ALONG A CURVE TO THE LEFT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD PARKWAY (66' WIDE) WITH A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 15°57'46" AND A LONG CHORD BEARING AND DISTANCE OF N61°50'14"W, 223.00 FEET AND N69°49'07"W, 86.00 FEET AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 11°45'48" AND A LONG CHORD BEARING AND DISTANCE OF N75°42'01"W, 102.47 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION 36; THENCE FROM SAID POINT OF BEGINNING CONTINUING ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE COURSES; ALONG A CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 10°51'24" AND A LONG CHORD BEARING AND DISTANCE OF N87°00'37"W, 94.60 FEET; S87°33'41"W, 169.83 FEET; ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 367.00 FEET, A CENTRAL ANGLE OF 09°42'09" AND A LONG CHORD BEARING AND DISTANCE OF N87°35'14"W, 62.07 FEET; THENCE N07°15'50"E, 95.00 FEET; THENCE N44°35'57"W, 138.25 FEET; THENCE N67°00'13"W, 230.53 FEET; THENCE N54°06'56"W, 72.02 FEET; THENCE N12°45'22"E, 243.62 FEET; THENCE N21°45'16"E, 214.43 FEET; THENCE N86°18'13"E, 199.08 FEET; THENCE S34°39'55"E, 120.11 FEET; THENCE N69°15'19"E, 349.28 FEET; THENCE N11°37'17"W, 180.94 FEET; THENCE N24°29'56"E, 84.15 FEET; THENCE N66°06'42"E, 214.25 FEET; THENCE S41°20'01"E, 230.18 FEET; THENCE S87°51'43"E, 165.36 FEET; THENCE S72°49'21"E, 77.73 FEET; THENCE S68°28'34"E, 148.32 FEET; THENCE S28°06'25"E, 125.02 FEET; THENCE S08°19'06"W, 128.15 FEET; THENCE S48°42'57"W, 118.84 FEET; THENCE S76°47'31"W, 84.54 FEET; THENCE N76°48'17"W, 112.59 FEET; THENCE N36°41'16"W, 54.14 FEET; THENCE N76°49'43"W, 111.89 FEET; THENCE S53°08'16"W, 308.03 FEET; THENCE S77°44'26"W, 198.79 FEET; THENCE S23°55'33"W, 82.43 FEET; THENCE S24°35'04"E, 250.40 FEET; THENCE S08°25'05"W, 115.00 FEET TO THE POINT OF BEGINNING; CONTAINING 17.134 GROSS AND NET ACRES.

2. The land added to the Project above results in an increase in the number of Units in the Project from 32 Units to 93 Units. Therefore, Article V, Section I of the Master Deed of Woodfield No. 3 is amended to read as follows:

"Section I. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Woodfield No. 3 as prepared by SSOE, Inc.. (Exhibit B). The Project consists of 93 site condominium Units. Each Unit consists of the volume of land and air within the Unit boundaries as delineated with heavy outlines on Exhibit B."

3. Article IV, Section 4 of the Master Deed of Woodfield No. 3 is amended to read as follows:

"Section 4. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

A. Co-owner Responsibilities.

1. Homesites. The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Homesite (including all easement areas located on the Homesite), all improvements on that Homesite (except actual physical improvements that are General Common Elements) and all Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit in that Homesite or to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

2. Utility Services. The responsibility for and cost of maintenance, repair and replacement of all utility laterals and leads within a Homesite shall be borne by the Co-owner of the Unit in that Homesite, except to the extent that those expenses are borne by a utility company or a public authority.

B. Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements except the part of the General Common Elements located within a Homesite shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium. After the roads in the Project are dedicated to the public, the dedication notwithstanding, the Association shall continue to have responsibility for the performance and cost of maintenance, repair and replacement of the architectural street name signs in the Project, and the Genesee County Road Commission shall have no such responsibility for those signs."

4. The following provision, designated as Article XIII, is added to the Master Deed of Woodfield No. 3:

"ARTICLE IX. CONVERTIBLE AREAS.

Section 1. Designation of Convertible Areas. Unit 70 of the Project, as depicted on the Condominium Subdivision Plan of Woodfield No. 3, is hereby designated as a Convertible Area within which a road, street or other passageway may be created and modified as provided herein to provide access and road connections to the "Vassar Road Property" as described below.

Section 2. Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion and without the consent of any Co-owner, during the period ending six (6) years after the recording of the Master Deed, to convert Unit 70 to a General Common Element Road, subject to the approval of all appropriate governmental authorities, and to grant easements for construction of a road and for vehicular and pedestrian passage over that road, and easements for utility construction, use, and extension for the benefit of all current and future owners of all or any part of the real property described as: The East ½ of the Southeast ¼ of Section 36, T6N, R7E, Grand Blanc Township, Genesee County, Michigan, except the South 50 feet; also except a parcel of land beginning at the Southwest Corner of the East ½ of the Southeast ¼ of said section; thence North 290 feet; thence Southeasterly to a point that is 200 feet East of the point of beginning; thence West 200 feet to the point of beginning; also except the North 120 feet of the South 170 feet of the East 233 feet thereof, Permanent Parcel No. 25-12-36-400-005 (hereinafter referred to as the "Vassar Road Property").

Section 3. Conversion Not Mandatory. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Area.

Section 4. Amendment of Master Deed And Modification of Percentages of Value. Any conversion described above 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 the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or 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 method of original determination of percentages of value for the Project.

Section 5. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to give effect to the conversion and to adequately describe, serve and provide access to the Vassar Road Property. In connection

with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks to the Project to any roadways and sidewalks that may be located on, or planned for the Vassar Road Property, and to provide access to any Unit that is located on, or planned for the Vassar Road Property from the roadways and sidewalks located in the Project.

Section 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, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing conversion and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8. Dedication of Road. The Developer reserves the right to dedicate any road extension established on the Convertible Areato a governmental authority, in accordance with the provisions of Article IX, Section 2(A)(2) of the Master Deed of Woodfield No. 3."

5. Amended Sheets 1 through 5 of the Condominium Subdivision Plan of Woodfield No. 3, as attached hereto, shall replace and supersede Sheets 1 through 5 of the Condominium Subdivision Plan of Woodfield No. 3 as originally recorded, and the originally recorded Sheets 1 through 5 of the Condominium Subdivision Plan of Woodfield No. 3 shall be of no further force or effect. Sheets 6 and 7 of the Condominium Subdivision Plan of Woodfield No. 3, as attached hereto, shall be added to and supplement the Condominium Subdivision Plan of Woodfield No. 3, as originally recorded and previously amended and as amended hereby.
6. The legal description of the Project on amended Sheet 1 shall replace and supersede the description of the condominium premises contained in Article II of the originally recorded Master Deed and on Sheet 1 of the original Condominium Subdivision Plan for the Project.
7. Article II, Section 17.A. of the Bylaws of Woodfield No. 3 is amended to read as follows:

A. ARCHITECTURAL DESIGN GUIDELINES. Woodfield No. 3 Site Condominium has been conceived as interconnected "Villages" containing homes of traditional architecture in a

small town setting with sidewalks, lampposts and vertical curbs at the street. The intent is to incorporate the timeless elegance of older homes and their classic architectural detailing with today's modern open and spacious interiors. The goal for the community is to capture the aesthetic charm of the small New England and Midwest village environment while providing for the needs of the modern family. The Developer is available to assist the future homeowners in achieving the "Village" goal with the architectural and landscape design of their individual residences. Homeowners are strongly encouraged to involve the Developer in the design process from the earliest stages to take advantage of its expertise and ensure a smooth approval process. The following guidelines have been established to assist the homeowners and their architects and builders in the design of homes in Woodfield No. 3 Site Condominium:

1. **Exterior Architecture.** The exterior of all homes shall be traditional in design to be harmonious with the "Village" concept for the community. The full range of traditional styles is permitted, including Georgian, English, French and American Country, English and French Tudor, the various Cottage styles, the various Southern styles, American Colonial (but not "modern" Colonial), Federal or other traditional style acceptable to the Developer and compatible with the design goals for the community. Front porches and picket fences are strongly encouraged.
2. **Rear Facade.** The rear exteriors of the residences in Woodfield No. 3 Site Condominium are to be architecturally consistent in style and quality with the other facades of the residence.
3. **Exterior Building Materials.** The exterior walls of all residences shall be of brick, stone or individual board natural wood siding. Texture 1-11 and aluminum siding are prohibited. Vinyl siding is prohibited on Units 1-32 and Unit 93. All windows must be of high quality wood frame, wood clad, vinyl clad or solid vinyl construction; metal windows are prohibited. Natural cement stucco or similar materials such as "Dryvit" may be approved, but must be used in a traditional manner architecturally. Exterior colors, including all wood and vinyl trim and siding, are to be compatible with traditional village architecture and must be approved by the Developer. For Units 33-92, only, the following four restrictions apply: (a) All fascias must be of wood or vinyl stock measuring no less than 1" thick by 6" wide. (b) All frieze boards must be of wood or vinyl stock measuring no less than 1" thick by 8" wide. (c) All building corners must be trimmed on both sides of the corner by wood or vinyl stock measuring no less than 1" thick by 6" wide. (d) All structural and non-structural columns and pillars on the front elevation of a house must measure at least 12" wide by 12" thick/deep.
4. **Roofing Materials and Pitch.** Roofs shall be constructed of cedar shakes, cedar shingles, cementitious tile, slate or good quality asphalt shingle with design, color and material approved by the Developer and compatible with the village architecture design concept for the community. White or light colored roofs are not permitted. No single-level flat roofs shall be permitted on the entire main body of any dwelling,

building or other structure, including outbuildings. Flat roofs may be installed over Florida rooms, porches or patios if they are architecturally compatible with the residence, but only if they are approved by the Developer. The pitch of any proposed roof shall be depicted on plans submitted to the Developer and the degree of pitch acceptable shall be at the Developer's discretion. No white or light colored roofs shall be permitted.

5. Minimum Size. Each residence must contain a minimum livable floor area of 1,650 square feet for a ranch style home, 1,850 square feet for a one and one-half story home and 2,000 square feet for a two story home. For all Units, garages must be attached to the residence and shall accommodate at least two (2) cars and no more than three (3) cars.

6. Setbacks. All residences shall be located within the setback and sidelot requirements of the local zoning ordinance and the planned unit development requirements applicable to Woodfield No. 3 Site Condominium. Residences may be built only within the Units and not on General or Limited Common Elements

7. Garage location. Except for garages for Units 33-92, all garages must have side entries, which shall be located on the side designated by the Developer in accordance with the curb cut provided at the street for the driveway. Except for garages for Units 33-92, front entry garages are not permitted. All garages for Units 33-92 must be set back no less than 10 feet from the front wall of the living portion of the residence and must have front entries. All windows, doors and garage doors must be surrounded by wood trim or vinyl wrapped trim measuring at least 1" thick by 4" wide to provide a picture frame effect.

8. Roof Vents. Plumbing vents, metal vents, caps, stacks and flashings shall be painted to match the roof color or painted black. No white vents or stacks are allowed.

9. Exterior Doors. Uniqueness in the design of front entry doors is strongly encouraged due to the architectural importance of this component in the overall appearance of a residence. Attractive and architecturally compatible screen/storm doors may be installed and are encouraged to allow front doors to remain open during pleasant weather. Natural aluminum colored storm doors are not allowed due to their unattractive appearance. The color and style of the exterior doors, including screen/storm doors, is to be approved by the Developer. All windows, doors and garage doors must be surrounded by wood trim or vinyl wrapped trim measuring at least 1" thick by 4" wide to provide a picture frame effect.

10. Chimneys. All chimneys shall have flues lining their entire height which are enclosed by brick or stone or other approved material. Prefabricated metal chimneys are not permitted. Uniqueness in chimney design is strongly encouraged.

11. Foundations. Exterior brick, stone or treated wood siding must extend to within eight inches of ground level to cover all block or concrete foundation walls, which must not be exposed at any area of a residence. Foundation vents, if used, shall be unobtrusive and painted or stained to blend into the exterior building materials.

12. Air Conditioning Units. No window or wall mounted air conditioners are permitted. All exterior air conditioning equipment shall be located as to minimize noise to adjacent homes and shall be screened by landscaping so as to not be visible from the road or adjacent residences.

13. Driveways. Driveways shall be constructed of asphalt paving, brick pavers or other approved paving materials. Common concrete paving is not permitted. Driveways shall generally be located at least eight (8) feet from the side lot line from the road to a point fifteen (15) feet into the site so as to permit landscaping along both sides of the base of the driveway. Asphalt driveways are to be sealcoated at least once every three years, unless waived by the Developer.

14. Basketball Hoops. The type, style and location of basketball hoops shall be approved by the Developer. Hoops shall be located as to be as unobtrusive as possible. Hoops and poles shall not be located forward of the front of a residence.

15. Mailboxes. A single mailbox design will be specified by the Developer to maintain a consistent, aesthetically pleasing appearance throughout the community.

16. Lighting. Lighting fixtures attached to residences or courtyard walls are to be complementary to the architecture of the residence. Homeowners may install a lamppost of traditional design, with the lamp controlled by an automatic photocell switch, in the front yard area of their Homesite. Lighting fixtures and lamppost designs are to be submitted to and approved by the Developer prior to installation.

17. Address Blocks. Each home shall incorporate either an address block constructed of granite, limestone or similar material, and containing the carved numerals of the address of the residence or individual heavy brass numerals appropriately placed in the front exterior area of the residence. Plastic or thin metal numerals are not permitted.

18. Fences and Walls. Fences, walls and hedges appropriate to a "Village" setting are strongly encouraged. Fences and walls must be designed in a manner compatible with the architecture of the residence and shall be submitted for approval to the Developer. The typical height of a fence, wall or hedge shall not exceed 4 feet. Fences enclosing in-ground swimming pools shall be a maximum of four (4) feet in height, constructed of materials and in a style appropriate to the character of the residence. Chain link fences are not permitted. All retaining walls shall be of stone or approved masonry materials. Wooden tie walls are not allowed.

19. Swimming Pools. Only in-ground, aesthetically pleasing pools are permitted subject to the Developer's written approval. All pool areas shall be visually screened with landscaping and all mechanical equipment shall be concealed from view. Fencing around pools may consist of wrought iron/aluminum type or wood fencing architecturally compatible with the village design concept and is to be approved by the Developer. All fencing around pools must also meet the requirements of applicable federal, state and local laws.

20. Spas. Free standing, above ground spas not integrated into in-ground swimming pools shall be unobtrusively located close to the rear of the residence within a deck or patio area. Spas shall be visually screened from adjacent Homesites by landscaping or other manner approved by the Developer, and all mechanical equipment shall be fully concealed.

21. Dog Kennels and Runs. Generally, dog kennels or runs are not permitted due to their unattractive appearance, unless approved by the Developer in writing in exceptional circumstances and where they can be completely screened from view.

22. Lawn Sculptures. No lawn ornaments, fountains, sculptures or statues shall be placed on any Homesite without the prior written approval of the Developer.

23. Outdoor Playsets. Outdoor playground equipment shall be located in the rear yards of residences so as not to be visible from the road, and shall not be obtrusive to adjacent Homesites. Equipment shall be primarily of wood construction; metal playsets are not permitted. Location and size of playsets are to be approved by the Developer.

24. Utility Meters. All Gas and Electric meters shall be hidden from view so as not to be visible from the road or adjacent sites.

25. Windows and Draperies. All windows shall be manufactured of at least double-glazed glass with mullions fixed between the panes of glass. Removable mullions are not allowed. Care shall be taken with the use of window draperies to ensure that the lining visible from the exterior of the residence is either white, off-white or blends with the exterior of the home as to be unobtrusive. All windows, doors and garage doors must be surrounded by wood trim or vinyl wrapped trim measuring at least 1" thick by 4" wide to provide a picture frame effect.

26. Computerized Home Management Systems. Homeowners are encouraged to explore the new computerized central home management system for lighting, security, communications, entertainment, energy management and regulation of home products, also known as "smart house" technology. This innovative system, which requires that unique electrical wiring be installed in place of conventional wiring at the time of home construction, is likely to become standard in upscale

homes in the near future and may add substantial value and marketability to the home. Since it is difficult or impossible to retrofit the necessary wiring within the interior walls of a residence after construction is completed, homeowners should give careful consideration to installation of the interior wiring to preserve the option of installing system components.

27. Sidewalks. This paragraph is applicable only to Units 33-92. Within 90 days after receipt of a certificate of occupancy for a residence built on a Unit, the Co-owner of that Unit shall install a five feet wide, four inch thick cement sidewalk that is located ten feet from the back of the road curb and runs along the entire frontage/width of the Unit and its appurtenant Limited Common Element land, if any. The sidewalk shall connect with the sidewalks, if any, previously installed on the adjacent Units on both sides of that Co-owner's Unit. Co-owners of corner Units shall install the sidewalk along both street sides of the Unit. The sidewalk specifications, including materials, finished width, finished length, color, surface finish, thickness and location must be approved by the Developer prior to installation by or for the Co-owner. The Developer may require the Co-owner to stake the location of the sidewalk before approving it for construction.

8. Article II, Section 17.C. of the Bylaws of Woodfield No. 3 is amended to read as follows:

C. ARCHITECTURAL APPROVAL PROCESS. The design and construction of all residences and associated improvements, including decks, pools, walks, patios, gazebos, etc., and also including the design and installation of landscaping and driveways, is subject to the Architectural Control Approval process as described below. It is the goal of the Developer to promote traditional residential architecture of the highest caliber in a "Village" setting while preserving and enhancing the natural attributes of the Homesites to the greatest extent possible. The very best and most cost-effective residences are the result of the architect, landscape designer, engineer, builder and homeowner working together as a team; this approach is strongly encouraged in Woodfield No. 3 Site Condominium.

1. Review Procedure. A three-step submittal process is required to obtain approval for the construction of a residence in Woodfield No. 3 Site Condominium. Written approval from the Developer is required for each of the three steps as follows:

a. Conceptual Approval. The future homeowner is encouraged to involve the Developer in the design of the residence at the earliest possible stages. Submittal of sketches, photographs or renderings are normally sufficient to determine if the proposed residence will be within the design goals of the traditional "Village" architectural concept for the community.

b. Preliminary Approval. Two copies of the following materials shall be submitted to obtain Preliminary Approval for a residence in Woodfield No. 3 Site Condominium: (1) Exterior elevation drawings for all sides of the proposed residence; (2) A preliminary floor plan; (3) A preliminary site plan locating the

proposed residence on the site survey: (4) An indication of the exterior materials to be used to construct the proposed residence. A materials/color board is helpful in visualizing the interplay of materials and colors.

c. Final Approval. Three copies of the following materials shall be submitted to obtain Final Approval for a residence in Woodfield No. 3 Site Condominium: (1) A Site Plan showing existing and proposed grades, the location of the proposed residence, drives and other improvements on the Homesite, and the location of all trees exceeding three inches in diameter at eye level; (2) A complete set of construction plans for the proposed residence; (3) A complete description of exterior building materials and colors including actual samples of brick and roofing; (4) A landscape plan showing the sizes and types of proposed plantings, the locations of berms, shrubs, trees and flower beds, an indication of which native trees must be removed, a tree preservation plan for trees to be preserved, and the locations of hedges, courtyard walls and fences with appropriate details; (5) A construction schedule; and (6) an architectural and landscape plan review fee of \$300.00, payable to the Developer (or the Association if directed by the Developer) to partially defray the cost of the plan review process. Note: If additional reviews, after the initial review, are required, then the Developer or the Association may charge an additional review fee of \$150.00 for each such additional review.

Upon approval, two signed copies of the plans and documents will be returned to the owner who may then apply to the Township for a building permit. *Each Co-owner of a Unit is cautioned not to rely upon oral or written representations or statements from a builder or landscaper that the building plans and specifications, site plan or landscaping plans for his or her Unit have been approved by the Developer. Written approval by the Developer is the only assurance you have that those plans have been submitted to and approved by the Developer. This is important, as any landscaping, binding or other improvement that is constructed or installed without the Developer's prior written consent may be removed by the Developer or the Association. In order to protect the design integrity of the Project, the value of other Co-owners' investments, and the enforceability of the Condominium Documents for the mutual benefit of all Co-owners of Units in the Project, the Developer will seek an injunction to stop any construction or installation that has not been approved in writing by the Developer.*

9. The provisions of the Master Deed and Bylaws of Woodfield No. 3, as originally recorded and as amended hereby, and the Condominium Subdivision Plan of Woodfield No. 3 as originally recorded and as amended and supplemented hereby, are hereby declared to be the First Amended Master Deed, Bylaws and Subdivision Plan of Woodfield No. 3 and Replat No. 1 of Genesee County Condominium Subdivision Plan No. 238.
10. In all respects other than as hereinabove indicated, the original Master Deed of Woodfield No. 3, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, and as amended, supplemented and

superseded hereby, is hereby confirmed and redeclared to be the Master Deed, Bylaws and Subdivision Plan of Woodfield No. 3.

Dated: July 22, 2002

WITNESSES:

Denise M. Mansour
Denise M. Mansour

Stephanie Mansour
Stephanie Mansour

Woodfield Development Group Limited Partnership
a Michigan limited partnership
by: Paragon Developments, Incorporated, a Michigan corporation, its corporate general partner

by: Brian A. Mansour
Brian A. Mansour
President of Paragon Developments, Incorporated

STATE OF Michigan)
)SS.
COUNTY OF Genesee)

On July 22, 2002, the foregoing Master Deed was acknowledged before me by Brian A. Mansour, the President of Woodfield Development Group Limited Partnership, on behalf of the limited partnership.

Donna M. Eisenbeis
Donna M. Eisenbeis
Notary Public,
Genesee County, Michigan
My commission expires: 3/8/05

Drafted by and when recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik, P.C.
8226 South Saginaw Street
Grand Blanc, Michigan 48439
(810) 953-6000

↑
4500

LOCATION MAP
NO SCALE

WODHEAD

No. 3

DEVELOPER:

1000 MOOREFIELD DRIVE
GRAND BLANC, MICHIGAN 48435
(810) 694-0882

SSOE, INC.
1050 MILSHIRE DR. - SUITE #260
TROY, MICHIGAN 48064
(248)-643-6222

1050 MILSHIRE DR. - SUITE #260
TROY, MICHIGAN 48064
(248)-643-6222

MOORE FIELD NO. 5 DESCRIPTION (UNITS 1-32 AND 93)

[illegible]

(UNITS 53-92)

[illegible]

*1 COVER SHEET

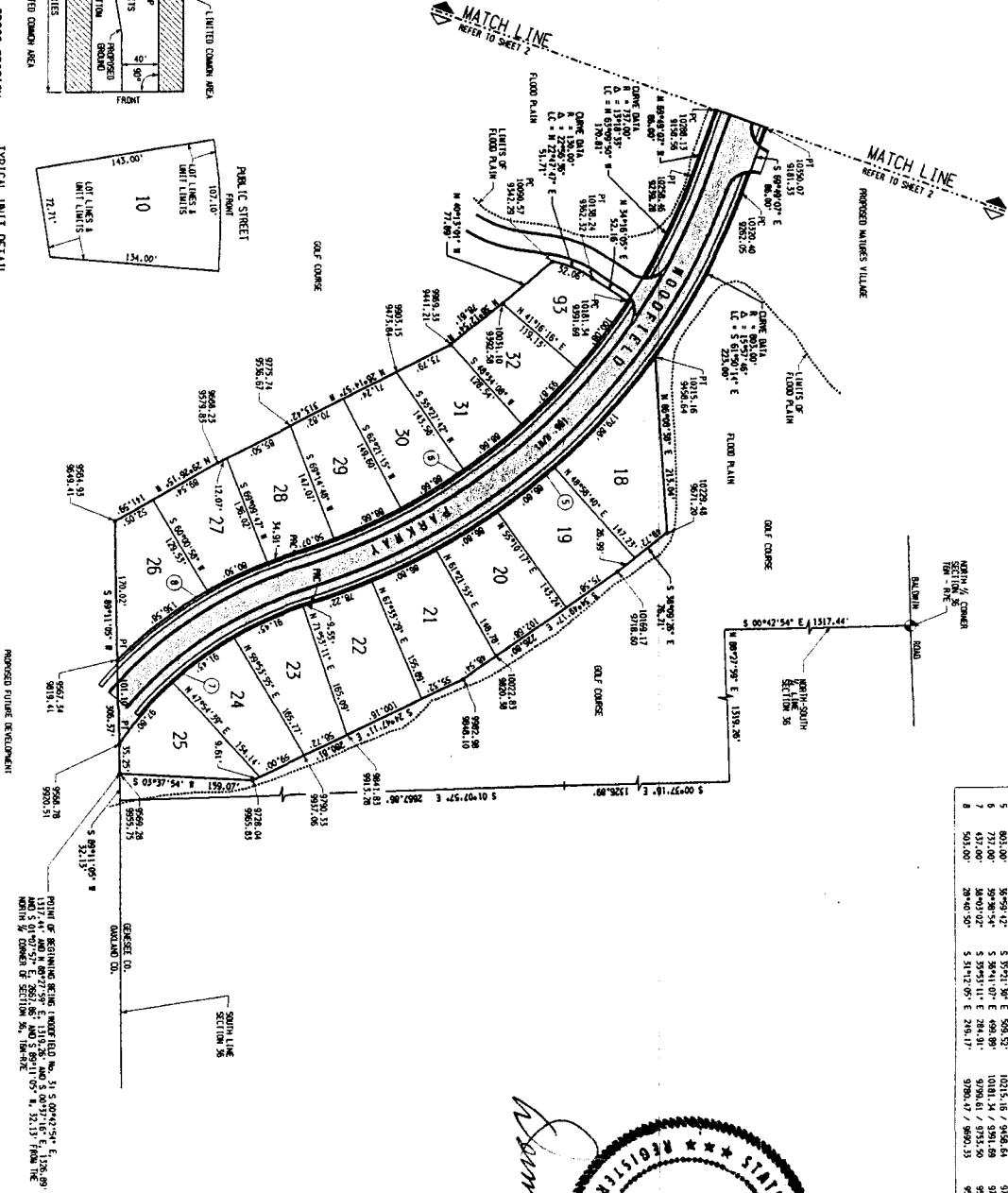
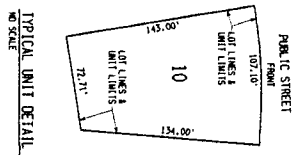
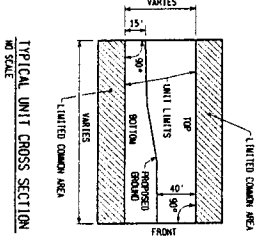
- 01 COVER SHEET
- 02 SITE / SURVEY PLAN FOR UNITS 1-17
- 03 SITE / SURVEY PLAN FOR UNITS 18-32 AND 35
- 04 UTILITY PLAN FOR UNITS 1-17
- 05 UTILITY PLAN FOR UNITS 18-32 AND 35
- 06 SITE / SURVEY PLAN FOR UNITS 35-92
- 07 UTILITY PLAN FOR UNITS 35-92

- INDICATES REVISED OR NEW SHEET

PROPOSED DATED 07-09-01
SHEET 1

016600-0

STANDARD LEGEND		EXISTING
DESCRIPTION	PROPOSED	
STORM SEWER	5	—
SEWAGE SEWER	5	—
WATER	6	—
GAS LINE	6	—
OVERHEAD/UNDERGROUND TELEPHONE	1	—
OVERHEAD/UNDERGROUND ELECTRIC	3	—
POWER/TELEPHONE	3	—
CABLE BUS	3	—
TRUNK TRENCH	4	—
PORT WARE & WELL	4	—
POWER POLE	4	—
CABLE & BUREL	4	—
CABLE STOP	4	—
UTILITY	4	—
WATER LINE	5	—
SEWER/STORM	5	—
SEWER	5	—
EXISTING DRAINAGE	5	—
EXISTING	5	—
WATER AREA	5	—

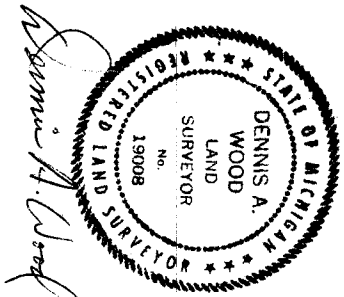


CURVE DATA

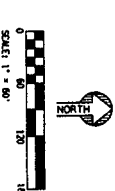
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5 801.00'	5 801.00'	5 90°00'00"	10215.18 / 5498.64	9798.61 / 5751.50
6 772.00'	6 772.00'	6 90°00'00"	9798.61 / 5751.50	9798.61 / 5751.50
7 437.00'	7 437.00'	7 90°00'00"	9798.61 / 5751.50	9798.61 / 5751.50
8 501.00'	8 501.00'	8 90°00'00"	9798.61 / 5751.50	9798.61 / 5751.50

UNIT NUMBERS

UNIT	AREA	PERCENT
18	15,501.54	15.50%
19	15,501.54	15.50%
20	15,501.54	15.50%
21	15,501.54	15.50%
22	15,501.54	15.50%
23	15,501.54	15.50%
24	15,501.54	15.50%
25	15,501.54	15.50%
26	15,501.54	15.50%
27	15,501.54	15.50%
28	15,501.54	15.50%
29	15,501.54	15.50%
30	15,501.54	15.50%
31	15,501.54	15.50%
32	15,501.54	15.50%
93	10,185.53	10.19%



Dennis A. Wood

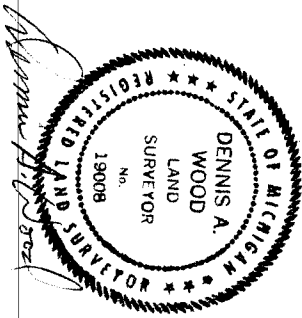
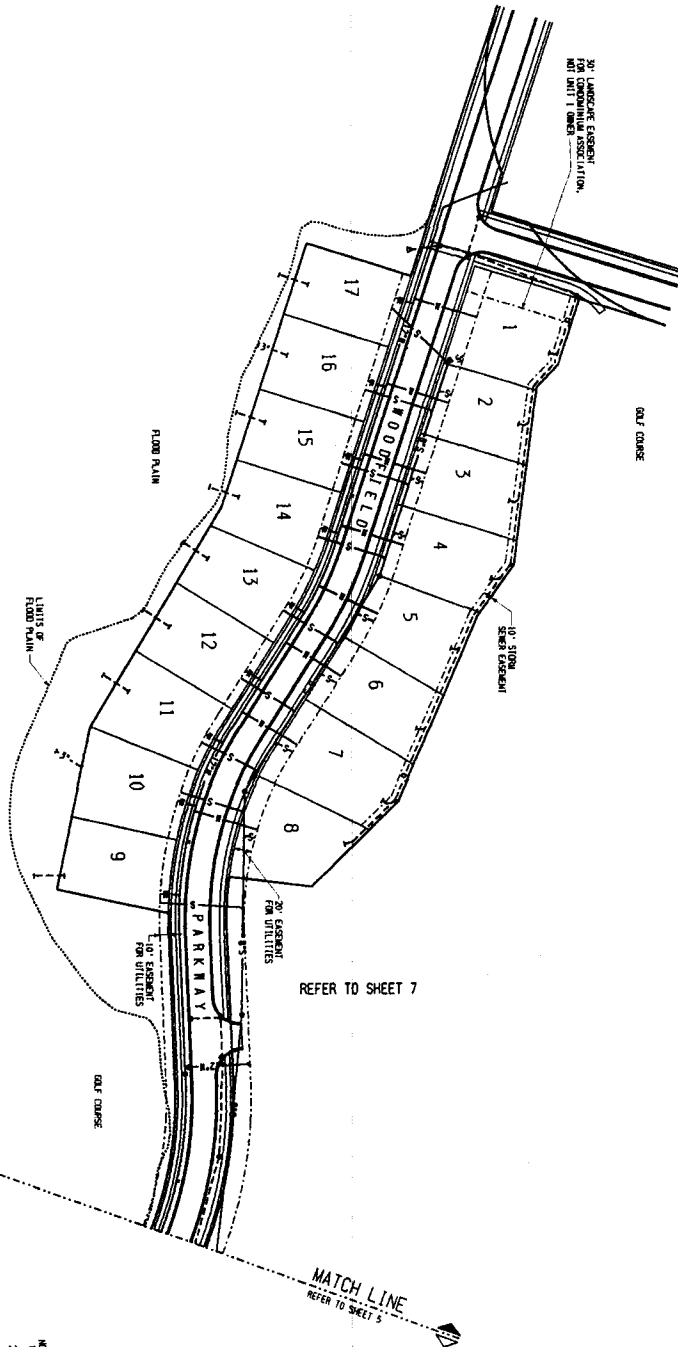


- NOTES:**
1. CURVE DIMENSIONS SHOWN ON LOT FRONTIERS
 2. UNIT OWNERSHIP IS LOT LINE TO LOT LINE
 3. CURVE DIMENSIONS HAVE BEEN SET AT ALL
 4. ALL UNITS SHOWN ARE TO BE BUILT; ALL OTHER
 5. UNITS SHOWN ARE TO BE BUILT ON THE READING
 6. OF 5 00°00'00" E ALONG THE CENTER OF
 7. THE LOT LINE SHOWN, DISTANCE 110'-30".
 8. SEE SHEET 1 FOR EXISTING LOT LINES.
 9. SEE SHEET 1 FOR EXISTING LOT LINES.

WOODFIELD
 NO. 3
 ENGINEER ARCHITECT PLANNERS LAND SURVEYORS
 1000 ATLANTIC DR. - SUITE 200
 NEW HAVEN, CONNECTICUT 06474-2023

PROJECT: 016600-07
 SITE / SURVEY PLAN
 UNITS 18 - 32 & 93
 PROPOSED DATED 07-09-02
 SHEET: 3

Instr: 200207300086263 07/30/2002
 P: 16 of 19 F: \$45.00 3:34PM
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 Genesee County Register MLRIZIK AN



WOODFIELD
 NO. 3

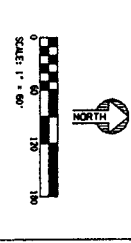
UTILITY PLAN
 UNITS 1-17

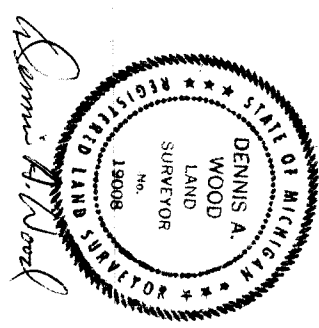
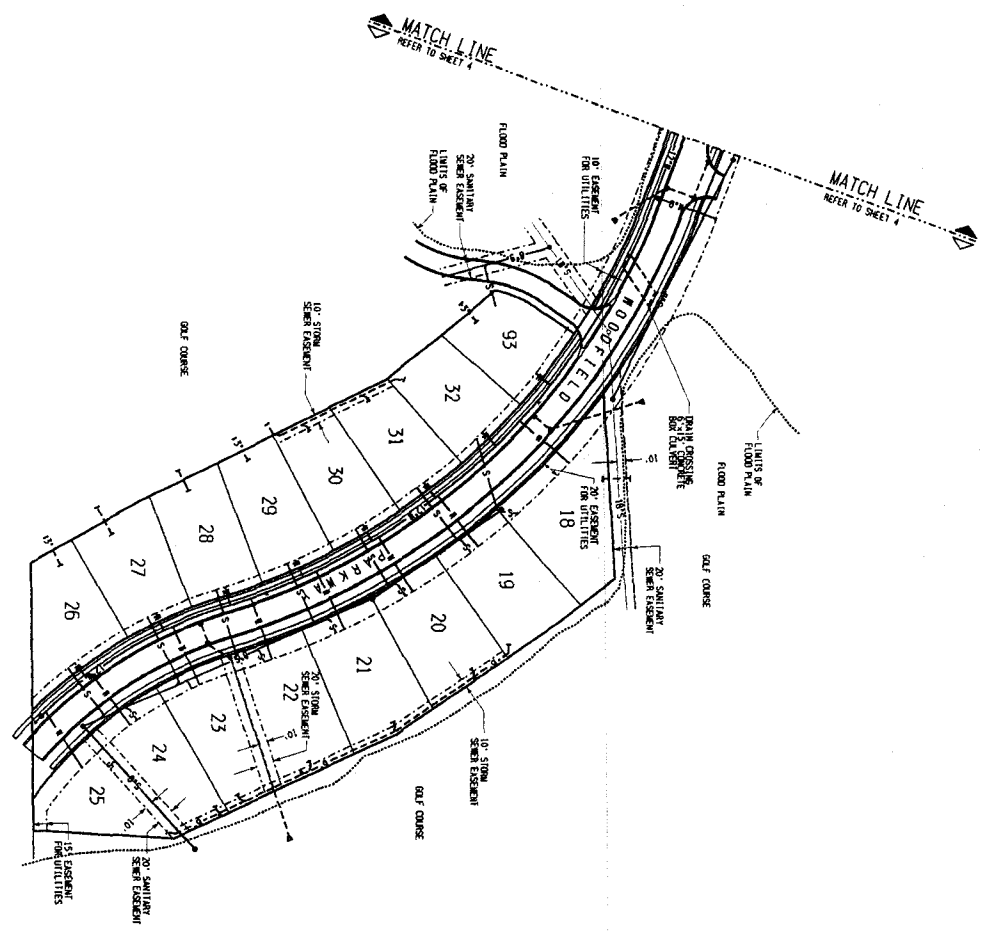
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PROPOSED DATED 07-09-02

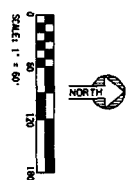
4

- NOTES:
1. SANITARY SEWER, STORM SEWER AND WATERMAIN LOCATIONS FOR THE DESIGN BY S&B, INC.
 2. LOCATIONS WILL BE DETERMINED BY THE LINE SURVEYING UNIT COMPANY AND WILL BE SHOWN ON THE FINAL PLAN.
 3. SANITARY SEWER LEADS ARE 6" DIAMETER AND 4" MINIMUM COVER.
 4. ALL UTILITIES SHOWN MUST BE BUILT, ALL OTHER UTILITIES NEED NOT BE BUILT.
 5. THE LOCATION AND DEPTH OF UTILITIES SHALL BE DETERMINED BY THE SURVEYING UNIT COMPANY.
 6. SEE TYPICAL LEGEND ON SHEET 1.





Dennis A. Wood



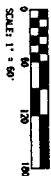
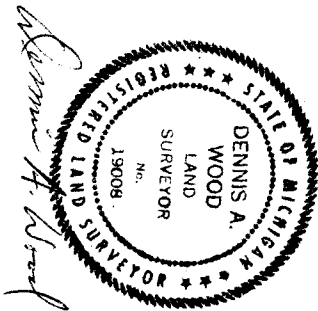
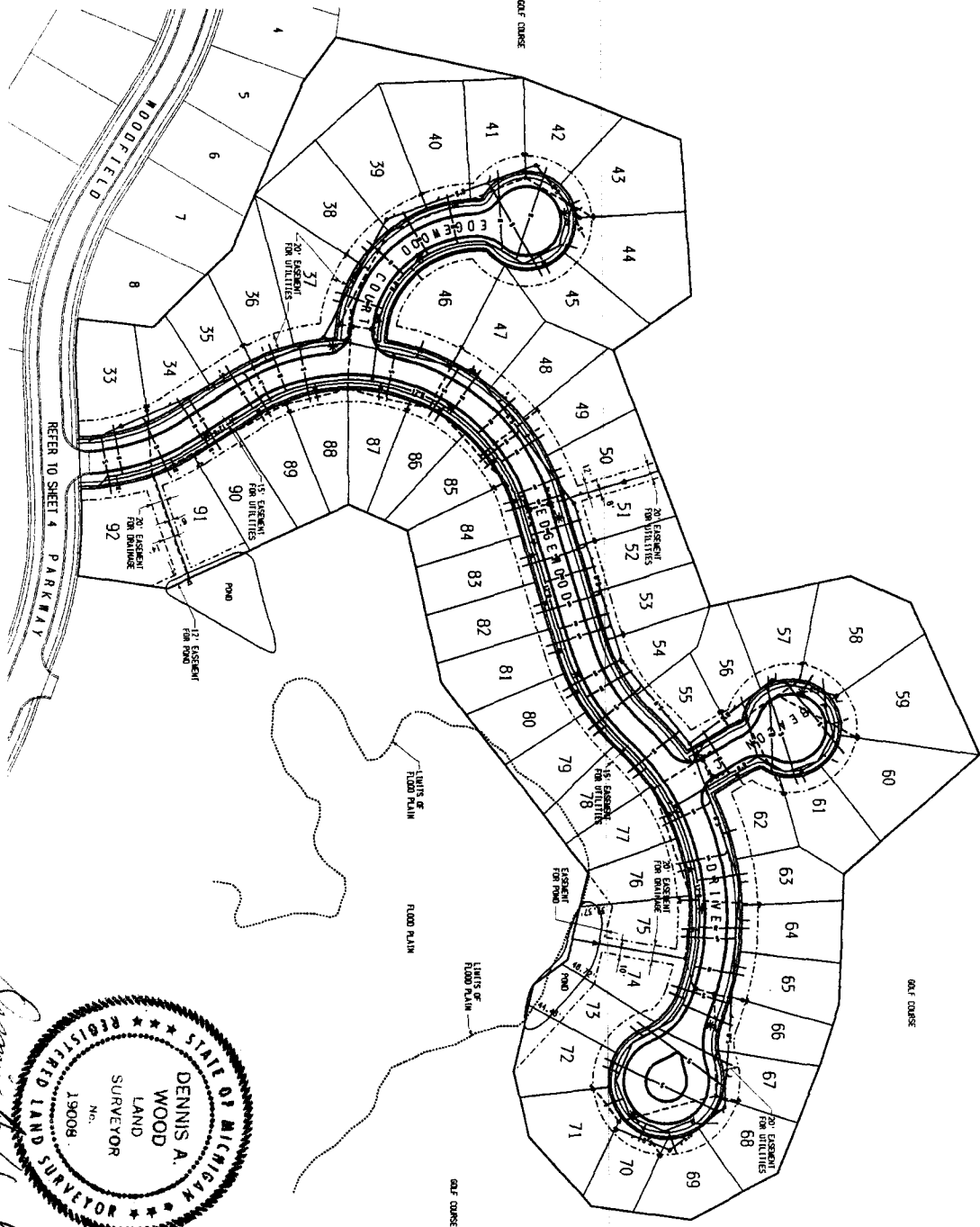
- NOTE:
1. SANITARY SEWER, STORM SEWER AND WATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AND THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AND THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
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 5. THE SEWER, STORM SEWER AND WATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AND THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AND THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
 6. SEE STANDARD LEGEND ON SHEET 1.

WOODFIELD
 NO. 3

UTILITY PLAN
 UNITS 18-32 & 93

PROPOSED DATED 07-09-02
 5

Instr: 200207300086263 07/30/2002
 P: 19 of 19 F: \$45.00 3:34PM
 Melvin Phillip McCree T20020026388
 Genesee County Register MLRIZIK AN



- NOTES:
1. SURVEY STATION, STATION STAKES AND BENCHMARK LOCATIONS FOR CONTROL, CURVE, PIVOT AND END LINE LOCATIONS WILL BE DETERMINED BY THE SURVEYOR AND WILL BE SHOWN ON ALL PLANS.
 2. SURVEY STATION STAKES ARE TO BE PLACED AND ALL UTILITIES SHOWN MUST BE BUILT. ALL UTILITIES WILL BE LOCATED BY THE INDIVIDUAL LAND OWNERS AFTER CONSTRUCTION.
 3. SEE STANDARD LEGEND ON SHEET 1.

WOOD, INC.
 ENGINEERS ARCHITECTS PLANNERS LAND SURVEYORS
 1000 WILSON BLVD. - SUITE 2000
 TROY, MICHIGAN 48066 TEL: 248-610-0033

WOODFIELD
 NO. 3

UTILITY PLAN
 UNITS 33 - 92

PROJECT: 016600-07
 PROPOSED DATED 07-09-02