

CERTIFICATION DOES NOT REFLECT
POSSIBLE HOMESTEAD DENIAL

RECORDED

I HEREBY CERTIFY That there are no Tax Liens or Taxes held by the State or any individual against the within description and all Taxes on same are paid for five years previous on the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection. Also except, Deferred Special Assessments, if any, under Act No. 225, Public Acts of 1978, as amended, and any Specific Tax (i.e. Enterprise Zone)

Wm. D. Jarvis
Berrien County Treasurer

JAN 21 2003
Date recorded
No. 22473

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LENN D. JARVIS
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

01/21/03

01/21/03

01/21/03

111#3242 A99
DEED \$121.00
111#3242 A99
STATE RECON FEE \$2.00
111#3242 A99
TAX CERTIFICATE \$1.00

CONDOMINIUM MASTER DEED

MASTER DEED

OF

WOODRIDGE PLACE CONDOMINIUM

(Pursuant to Act 59, Public Acts of 1978 as amended)

Berrien County Condominium Subdivision Plan No. 1 containing:

1. Master deed establishing Woodridge Place Condominium.
2. Exhibit A to Master Deed: Condominium Bylaws.
3. Exhibit B to Master Deed: Condominium Subdivision Plan.
4. Exhibit C to Master Deed: Restrictions, Reservations, and Covenants.
5. Exhibit D to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCL 207.505(a).

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- Exhibit A Condominium Bylaws of Woodridge Place Condominium.
- Exhibit B Condominium Subdivision Plan for Woodridge Place.
- Exhibit C Restrictions, Reservations, and Covenants.
- Exhibit D Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

MASTER DEED

OF

WOODRIDGE PLACE CONDOMINIUM

(Pursuant to Act 59, Public Acts of 1978 as amended)

This master deed is signed and delivered on January 21, 2003, by Benton Charter Township, a Michigan Municipality, of 1725 Territorial Road, Benton Harbor, Michigan 49022, (the "developer") upon the terms and conditions set forth below.

Section 1

ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The developer is engaged in the development of a project to be known as Woodridge Place Condominium (the "project"), in Benton Charter Township, Berrien County, Michigan on a parcel of land as described in section 2.

1.2 Establishment of Condominium. The developer desires, by recording this master deed together with the condominium bylaws attached as Exhibit A and the condominium subdivision plan attached as Exhibit B to establish the real property described in section 2 (the "property"), together with the improvements located and to be located on such property, as a condominium project (the "condominium") under the provisions of the Michigan Condominium Act, as amended (the "act"). The developer does hereby declare that upon the recording of this master deed, the condominium shall be a project under the act and the project shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used, subject to the provisions of the act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations contained in this master deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The condominium project shall be known as Woodridge Place Condominium, Berrien County Subdivision Plan # 1. Such architectural plans and specifications that may exist for the condominium project shall be filed with the Register of Deeds, Berrien County, Michigan. The improvements contained in the condominium project, including the number, boundaries, dimensions and area of each unit, are set forth in the condominium subdivision plan attached hereto as Exhibit B. The condominium project contains 74 individual units to be used as building sites for single family homes. Each unit has been designated and is intended for separate ownership and use, as evidenced by each unit having direct access to a common element of the condominium project. The project is a residential condominium. The condominium units that may be developed in the project, including the number, boundaries, dimensions, and area of each unit ("unit"), are shown on the condominium subdivision plan. Each of the units is capable of individual use by reason of having its own entrance from and exit to a common element of the project.

1.4 Co-Owner Rights. Each owner of a unit ("co-owner") in the project shall have an exclusive property right to the co-owner's unit and to the limited common elements that are appurtenant to the co-owner's unit, and shall have an undivided right to share with other co-owners in the ownership and use of the general common elements of the project as described in this master deed.

Section 2

LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to condominium ownership in accordance with the provisions of the act is described as follows:

WOODRIDGE PLACE

LEGAL DESCRIPTION

PARCELS OF LAND LYING AROUND THE CENTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON CHARTER TOWNSHIP, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS:

PARCEL A

BEGINNING AT THE CENTER OF SECTION 7, TOWN 4 SOUTH, RANGE 18 WEST, SAID POINT BEGIN 2559.42 FEET SOUTH 89 degrees 18 minutes 03 seconds EAST OF THE WEST QUARTER POST OF THE SECTION; THENCE SOUTH 00 degrees 11 minutes 18 seconds EAST ON THE NORTH AND SOUTH QUARTER LINE, 660.94 FEET; THENCE NORTH 89 degrees 20 minutes 03 seconds WEST 606.79 FEET; THENCE NORTH 00 degrees 17 minutes 05 seconds EAST 111.60 FEET (RECORDED AS 112.00 FEET); THENCE NORTH 89 degrees 20 minutes 03 seconds WEST 696.30 FEET; THENCE NORTH 29 degrees 56 minutes 00 seconds WEST 284.75 FEET TO THE SOUTHERLY RIGHT OF WAY OF ENTERPRISE WAY; THENCE THE FOLLOWING EIGHT COURSES ALONG SAID SOUTHERLY RIGHT OF WAY; 462.92 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 440.00 FEET AND A CHORD THAT BEARS NORTH 29 degrees 55 minutes 36 seconds EAST 441.87 FEET; THENCE NORTH 00 degrees 12 minutes 50 seconds WEST 23.02 FEET; THENCE 571.24 FEET AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 360.00 FEET AND A CHORD THAT BEARS NORTH 45 degrees 14 minutes 39 seconds EAST 513.17 FEET; THENCE SOUTH 89 degrees 17 minutes 53 seconds EAST 479.86 FEET; THENCE 235.77 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 440.00 FEET AND A CHORD THAT BEARS NORTH 75 degrees 21 minutes 04 seconds EAST 232.96 FEET; THENCE NORTH 60 degrees 00 minutes 00 seconds EAST 136.60 FEET; THENCE 35.87 FEET AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 360.00 FEET AND A CHORD THAT BEARS NORTH 62 degrees 51 minutes 17 seconds EAST 36.86 FEET TO THE NORTH AND SOUTH QUARTER LINE; THENCE 53.21 FEET AROUND A 360.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING NORTH 69 degrees 56 minutes 44 seconds EAST, 53.16 FEET; THENCE SOUTH 00 degrees 12 minutes 09 seconds EAST, 175.33 FEET; THENCE 483.84 FEET AROUND A 1107.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING SOUTH 15 degrees 20 minutes 28 seconds EAST, 480.00 FEET; THENCE NORTH 89 degrees 12 minutes 19 seconds WEST, 175.38 FEET TO THE POINT OF BEGINNING.

PARCEL B

COMMENCING AT THE CENTER OF SECTION 7, TOWN 4 SOUTH, RANGE 18 WEST, SAID POINT BEGIN SOUTH 89 degrees 18 minutes 03 seconds EAST 2559.42 FEET FROM THE WEST QUARTER POST OF THE SECTION; THENCE NORTH 00 degrees 12 minutes 09 seconds WEST ON THE NORTH AND SOUTH QUARTER LINE 703.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF ENTERPRISE WAY AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE ON THE NORTHERLY RIGHT OF WAY OF ENTERPRISE WAY THE FOLLOWING FOUR COURSES; 79.02 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 440.00 FEET AND A CHORD THAT BEARS SOUTH 65 degrees 08 minutes 42 seconds WEST 78.32 FEET; THENCE SOUTH 60 degrees 00 minutes 00 seconds WEST 136.60 FEET; THENCE 192.91 FEET AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 360.00 FEET AND A CHORD THAT BEARS SOUTH 75 degrees 21 minutes 04 seconds WEST 190.61 FEET; THENCE NORTH 89 degrees 17 minutes 53 seconds WEST 240.00 FEET; THENCE NORTH 30 degrees 03 minutes 00 seconds WEST 974.80 FEET; THENCE SOUTH 88 degrees 20 minutes 15 seconds EAST 1100.54 FEET TO THE NORTH AND SOUTH QUARTER LINE; THENCE SOUTH 00 degrees 12 minutes 09 seconds EAST ON SAME 36.58 FEET; THENCE SOUTH 88 degrees 52 minutes 36 seconds EAST, 460.87 FEET; THENCE NORTH 00 degrees 10 minutes 00 seconds WEST, 10.67 FEET; THENCE 215.37 FEET AROUND A 2167.01 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING NORTH 82 degrees 07 minutes 10 seconds EAST, 215.28 FEET; THENCE SOUTH 00 degrees 12 minutes 09 seconds EAST, 80.89 FEET; THENCE 158.60 FEET AROUND A 2167.01 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING SOUTH 81 degrees 21 minutes 44 seconds WEST, 158.57 FEET; THENCE 571.26 FEET AROUND A 675.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING SOUTH 57 degrees 14 minutes 42 seconds WEST, 554.36 FEET; THENCE SOUTH 00 degrees 12 minutes 09 seconds EAST, 240.00 FEET; THENCE 52.08 FEET AROUND A 440.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING SOUTH 73 degrees 40 minutes 49 seconds WEST, 52.05 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED, OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.

2.2 Beneficial Easements. Easements are hereby created and conveyed to and for the benefit of the project and the units located in the project, and the project and the units located in the project are benefited by the ingress, egress, utility, and other easements described and/or shown on Exhibit B.

Section 3

DEFINITIONS

3.1 Definitions. Certain terms used in this master deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the project such as, by way of example and not of limitation, the articles of incorporation, association bylaws, and rules and regulations of the Woodridge Place Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other

m. Development and sales period, for purposes of the condominium documents and the rights reserved by the developer and its successors, shall be deemed to continue for as long as the developer or its successors continue to own and offer for sale any unit in the project that has not been previously conveyed or leased.

n. General common elements means those common elements described in section 4.1 that are for the use and enjoyment of all co-owners in the project.

o. Limited common elements means those common elements described in section 4.2 that are reserved for the exclusive use of the co-owners of a specified unit or units.

p. Master deed means this document, together with the exhibits attached to it and all amendments that may be adopted in the future, by which the project is being submitted to condominium ownership.

q. Percentage of value means the percentage assigned to each unit by this master deed, which is determinative of the value of a co-owner's vote at meetings of the association and the proportionate share of each co-owner in the common elements of the project.

r. Project or condominium means Woodridge Place Condominium, a residential condominium development established under the provisions of the act.

s. Transitional control date means the date on which a board of directors for the association takes office pursuant to an election in which the votes that may be cast by eligible co-owners unaffiliated with the developer exceed the votes that may be cast by the developer.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

Section 4

COMMON ELEMENTS

4.1 General Common Elements. The general common elements are:

a. Real estate. The property described in section 2 of this master deed, excluding those portions within the boundaries of any condominium unit as described in Section 5.1 hereof and as shown on Exhibit B hereto, and excluding roads, but including easement interests of the condominium in the property within the boundaries of any unit;

b. Some or all of the utility lines, systems, and equipment may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be general common elements only to the extent of the co-owner's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest. Each co-owner will be responsible for connecting the utilities for his unit to the distribution lines lying within the Right-of-Way at his sole expense.

4.2 Limited Common Elements. The limited common elements are those common elements limited in use to the owners of the unit they abut or to which they appertain. The portion of any driveway, but not the ground beneath the driveway, built upon the Frontage Area, once built by the owner of the adjoining unit, shall be limited common elements appurtenant to the unit they serve.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the common elements will be as follows:

a. The Association shall bear the cost of decorating, maintaining, repairing and replacing all general common elements except (i) to the extent of maintenance, repair, or replacement due to the acts or neglects of a co-owner or his agent, guest or invitee, for which such co-owner shall be wholly responsible, unless, and to the extent any such loss or damage is covered by insurance maintained by the Association; and (ii) as provided in subsection b of this section.

b. Each co-owner shall bear the cost of installing and maintaining landscaping with the Frontage Area adjoining his unit; installing, maintaining, repairing and replacing the portion of the driveway built upon the Frontage Area; and installing, decorating, maintaining, repairing and replacing the mailbox located within the Frontage Area.

c. Except to the extent of maintenance, repair or replacement due to the act or neglect of another co-owner or his agent, guest or invitee, for which such co-owner shall be wholly responsible, the cost of decorating, maintaining, repairing and replacing all improvements, including landscaping, within the boundaries of a unit, and the cost of meeting the obligations set forth in subsection b of this section, will be borne by the co-owner of the unit. The appearance of all buildings, garages, patios, decks, porches (whether open or screened), landscaping and all other improvements within a unit or the Frontage Area appurtenant to it, will, at all times, be subject to the approval of the Association, except that the Association may not disapprove the appearance of an improvement maintained as constructed with the approval of the Developer or the Association.

Any maintenance, repair or replacement obligation to be borne by a co-owner may, if not performed by the co-owner, be performed by or under the direction of the association, with the cost assessed against the responsible co-owner. The Association shall not, in such case, be responsible for incidental damage to the unit or the Frontage Area, or any improvement or property located within the boundaries of the unit or Frontage Area, of the co-owner who failed to fulfill his obligations.

4.4 Assignment of Limited Common Elements. A limited common element may be assigned or re-assigned, upon notice to any affected mortgagee, by written application to the board of directors of the association by all co-owners whose interest will be affected by the assignment. Upon receipt of such an application, the board shall promptly prepare and execute an amendment to this master deed assigning or reassigning all rights and obligations with respect to the limited common elements involved, and shall deliver the amendment to the co-owners of the units affected upon payment by them

of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other instrument of conveyance or encumbrance all co-owners, mortgagees, and other interested parties are deemed to have appointed the developer (during the development and sales period) and/or the association (after the development and sales period has expired), as their agent and attorney to act in connection with all matters concerning the common elements and their respective interests in the common elements. Without limiting the generality of this appointment, the developer (or association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the general common elements or any part of them, to dedicate as public streets any parts of the general common elements, to amend the condominium documents for the purpose of assigning or reassigning the limited common elements, and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this master deed, condominium units shall not be separable from their appurtenant common elements, and neither shall be used in any manner inconsistent with the purposes of the project, or in any other way that might interfere with or impair the rights of other co-owners in the use and enjoyment of their units or their appurtenant common elements.

Section 5

DESCRIPTION, VALUE, AND MODIFICATION OF UNITS

5.1 Description of Units. A description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the unit itself, is set forth in the Condominium Subdivision Plan. Each unit shall consist of all that space within the unit boundaries, as shown on the Condominium Subdivision Plan and delineated in heavy outlines, but not any common elements contained therein. The dimensions shown on the Condominium Subdivision Plan for each unit have been calculated by Merritt Engineering, 4568 Red Arrow Highway, Stevensville, Michigan 49127.

5.2 Percentage of Value. Percentages of Value. The total value of the Project is 100 percent (100%). All units one (1) through 74 are hereby assigned an equal percentage of value because those units are expected to have equal allocable expenses of maintenance.

A unit's percentage of value shall be determinative of its proportionate share of the common proceeds and Expenses of Administration, the value of its vote at certain meetings of the Association of co-owners, and of its undivided interest in the common elements.

5.3 Unit Modification. The number, size, style, and/or location of units or of any limited co- on element appurtenant to a unit may be modified from time to time by the developer or its successors without the consent of any co-owner, mortgagee, or other interested person, so long as such modifications do not unreasonably impair or diminish the

appearance of the project or the view, privacy, or other significant attribute of any unit that adjoins or is proximate to the modified unit or limited common element; provided, that no unit that has been sold or that is subject to a binding purchase agreement shall be modified without the consent of the co-owner or purchaser and the mortgagee of such unit. The developer may also, in connection with any such modification, readjust percentages of value for all units in a manner that gives reasonable recognition to such changes based upon the method of original determination of percentages of value for the project. All co-owners, mortgagees of units, and other persons interested or to become interested in the project from time to time shall be deemed to have granted a power of attorney to the developer and its successors for such purpose that is similar in nature and effect to that described in section 4.5 of this master deed.

5.4 Use of Units and Common Elements.

a. No co-owner shall use his unit or the common elements in any manner (i) inconsistent with the purposes of the Condominium Project or (ii) which will unreasonably interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

b. All unit owners shall adhere to the requirements of Benton Township building codes and zoning ordinances (yard setbacks within unit) in the construction of improvements.

c. No co-owner, shall be exempt from contributing toward Expenses of Administration (as defined in the Condominium Bylaws) or from the payment of assessments against his unit by reason of non-use or waiver of use of the common elements or by the abandonment of his unit.

5.5 Restrictions, Reservations, and Covenants.

The Restrictions, Reservations, and Covenants as set forth in Exhibit C, attached hereto and incorporated herein, shall apply to all units within the Condominium Project.

Section 6

EXPANDABILITY OF CONDOMINIUM

6.1 Future Development Area. The project established by this master deed consists of 74 condominium units that may, at the election of the developer, be treated as the first phase of an expandable condominium under the act to contain in its entirety a maximum of 150 units. Additional units, if any, will be established upon all or some portion of the following described land (the "future development area"):

WOODRIDGE PLACE

EXPANDABLE AREA

LAND LOCATED IN SECTION 7, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON CHARTER TOWNSHIP, BERRIEN COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

THE NORTH 10 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7;

ALSO, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7;

ALSO, THE WEST 300 FEET OF THE NORTH 1286 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7;

ALSO, THE NORTH 626 FEET OF THE EAST 611 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7.

6.2 Addition of Units. The number of units in the project may, at the option of the developer from time-to-time within a period ending not later than six years after the initial recording of the master deed, be increased by the addition of all or any portion of the future development area and the establishment of units on such area. The nature, location, size, types, and dimensions of the units and other improvements to be located within the future development area will be determined by the developer in its sole discretion. No unit will be created within any part of the future development area which is added to the condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this section will in any way obligate the developer to enlarge the project beyond the initial phase established by this master deed and the developer may, in its discretion, establish all or a portion of the future development area as a separate project (or projects) or as any other form of development. There are no restrictions on the election of the developer to expand the project other than as explicitly provided in this section. There is no obligation on the part of the developer to add to the project all or any portion of the future development area nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added property.

6.4 Amendment(s) to Master Deed. An increase in the size of the project by the developer will be given effect by an appropriate amendment or amendments to the master deed, which amendment(s) will not require the consent or approval of any co-owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the developer, and may proportionately adjust the percentages of value assigned by section 5.2 in order to preserve a total value of 100 percent for the entire project. The precise determination of the readjustments in percentages of value (if any) will be made in the sole judgment of the developer. Such readjustments, however, will reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the project.

6.5 Redefinition of Common Elements. The amendment or amendments to the master deed made by the developer to expand the condominium may also contain such further definitions and redefinitions of general or limited common elements as the developer may determine to be necessary or desirable in order to adequately describe, serve, and provide access to the additional parcel or parcels being added to the project. In connection with any such amendment(s), developer will have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the intent of this section, including, but not limited to, the connection of roadways in the project to any roadways 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 future development area from the roadways located in the project.

6.6 Additional Provisions. The amendment or amendments to the master deed made by the developer to expand the condominium may also contain such provisions as the developer may determine necessary or desirable: (i) to make the project contractible and/or convertible as to portions of the parcel or parcels being added to the project; (ii) to create easements burdening or benefiting portions of the parcel or parcels being added to the project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the project or affecting the balance of the project as may be reasonably necessary in the developer's judgment to enhance the value or desirability of the units to be located within the additional parcel or parcels being added.

Section 7

CONTRACTABILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The project established by this master deed consists of 74 units and may, at the election of the developer, be contracted to a minimum of 64 units.

7.2 Withdrawal of Units. The number of units in the project may, at the option of the developer from time to time within a period ending not later than six years after the recording of the master deed, be decreased by the withdrawal of all or any portion of the lands described in section 2.1; provided, that no unit that has been sold or that is the subject of a binding purchase agreement may be withdrawn without the consent of the co-owner, purchaser, and/or mortgagee of such unit. The developer may also, in connection with any such contraction, readjust the percentages of value for units in the project in a manner that gives reasonable recognition to the number of remaining units, based upon the method of original determination of the percentages of value. Other than as provided in this section 7, there are no restrictions or limitations on the right of the developer to withdraw lands from the project or as to the portion or portions of land that may be withdrawn, the time or order of such withdrawals or the number of units and/or common elements that may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining units in the project with reasonable access and utility service to such units.

7.3 Contraction not Mandatory. There is no obligation on the part of the developer to contract the project nor is there any obligation to withdraw portions of the project in any particular order nor to construct particular improvements on any withdrawn lands. The developer may, in its discretion, establish all or a portion of the lands withdrawn from the project as a separate project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining project.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this project by the developer will be given effect by an appropriate amendment(s) to the master deed, which amendment(s) will not require the consent or approval of any co-owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the

sole discretion of the developer, and may adjust the percentages of value assigned by section 5.2 in order to preserve a total value of 100 percent for the entire project resulting from such amendment(s).

7.5 Additional Provisions. Any amendment(s) to the master deed made by the developer to contract the condominium may also contain such provisions as the developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of common elements, affecting the parcel or parcels being withdrawn from the project or affecting the balance of the project, as reasonably necessary in the developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the project.

7.6 Withdrawal of Property. If the development and construction of all improvements to the project has not been completed within a period ending 10 years after the date on which construction was commenced, or six years after the date on which rights of expansion, contraction, or convertibility were last exercised, whichever first occurs, the developer shall have the right to withdraw all remaining undeveloped portions of the project without the consent of any co-owner, mortgagee, or other party in interest. Any undeveloped portions not so withdrawn before the expiration of the time periods, shall remain as general common elements of the project, and all rights to construct units on such lands shall cease.

7.7 Access and Use of Withdrawn Property. At the option of the developer, any undeveloped portions of the project that have been withdrawn under the provisions of section 7.6 shall be granted easements for access and utility installation over, across, and through the remaining project, subject to the payment of a pro rata share of the cost of maintaining such easements based upon the number of units developed on the withdrawn lands to the number of units developed in the remaining project. Removed lands shall be developed in a manner that is not detrimental to, or inconsistent with, the character of the remaining project.

Section 8

EASEMENTS

8.1 Easements. There shall be an easement over and across the condominium premises, as defined herein. The easements shown on the subdivision plan shall benefit and burden the condominium units and common elements as shown on Exhibit B, and shall be maintained by the association unless otherwise provided in the condominium documents.

8.2 Easements Reserved by Developer.

a. Easements. In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, and its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of the Right-of-Way now or hereafter located in the Condominium Project for the purpose of (A) ingress to and egress from all or any portion of (i) the Condominium Premises, including any property hereafter contracted out of the Condominium; and (ii) any other land

in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer, (B) complying with any governmental regulation, or installing and servicing the roads, utilities, or drains, as shown on the Condominium Subdivision Plan attached hereto as Exhibit B, or (C) for any other lawful purpose.

b. Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices and other facilities on the Condominium Premises, and engage in any acts reasonably necessary to facilitate the development and sale of units in the Condominium Project, In connection therewith, the Developer shall have full and free access to all common elements and unsold units.

c. Easements to be Clear. No structures will be erected within any unit which will interfere with the rights of ingress and egress provided above. Any paving or plantings which interfere with the rights of ingress and egress provided above may be removed as necessary when installing or servicing the roads, utilities, or drains, and neither Developer nor Developer's agents will have liability for such removal.

d. Drainage. No changes will be made in the grading of any areas used as drainage swales which would alter surface run-off drainage patterns without the prior written consent of Developer.

e. Hook-Up of Utilities. The Developer reserves for the benefit of itself, and its agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate governmental entity or utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables, and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the property described herein to service all or any portion of the Condominium Premises, including any property hereafter contracted out of the Condominium; or any other property in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer in furtherance of any lawful purpose.

f. Utility Lines. All electrical service, telephone lines and other utility service lines, will be placed underground.

Section 9

AMENDMENT AND TERMINATION

9.1 Pre-Conveyance Amendments. If there is no co-owner other than the developer, the developer may unilaterally amend the condominium documents or, with the consent of any interested mortgagee, unilaterally terminate the project. All documents reflecting such amendment or termination shall be recorded in the register of deeds office in the county in which the project is located.

9.2 Post-Conveyance Amendments. If there is a co-owner other than the developer, the recordable condominium documents may be amended for a proper purpose as follows:

a. Nonmaterial changes. The amendment may be made without the consent of any co-owner or mortgagee if the amendment does not

materially alter or change the rights of any co-owner or mortgagee of a unit in the project, including, but not limited to:

(i) amendments to modify the types and sizes of unsold condominium units and their appurtenant limited common elements;

(ii) amendments correcting survey or other errors in the condominium documents; or

(iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan. A mortgagee's rights are not materially altered or changed by any amendment as to which the developer or association has obtained a written opinion of a licensed real estate appraiser that such amendment does not detrimentally change the value of any unit affected by the change.

b. Material changes. An amendment may be made, even if it will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than two-thirds of the co-owners or mortgagees; provided, that a co-owner's unit dimensions or limited common elements may not be modified without that co-owner's consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability or terms under which a unit may be rented be modified without the consent of the developer and each affected co-owner. Rights reserved by the developer, including without limitation rights to amend for purposes of contraction and/or modification of units, shall not be amended without the written consent of the developer so long as the developer or its successors continue to own and to offer for sale any unit in the project.

c. Compliance with law. Amendments may be made by the developer without the consent of co-owners and mortgagees, even if the amendment will materially alter or change the rights of co-owners and mortgagees, to achieve compliance with the act or rules, interpretations or orders adopted by the administrator or by the courts pursuant to the act or with other federal, state, or local laws, ordinances, or regulations affecting the project.

d. Reserved developer rights. A material amendment may also be made unilaterally by the developer without the consent of any co-owner or mortgagee for the specific purpose(s) reserved by the developer in this master deed. During the development and sales period, this master deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the developer, its successors, or assigns.

e. As-built plans. A consolidating master deed or amendment to the master deed with as-built plans attached shall be prepared and recorded by the developer within one year after construction of the project has been completed.

f. Costs of amendments. A person causing or requesting an amendment to the condominium documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the co-owners, the costs of which are expenses of administration.

The co-owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

9.3 Project Termination. If there is a co-owner other than the developer, the project may be terminated only with consent of the developer and not less than 80 percent of the co-owners and mortgagees, in the following manner:

a. Termination Agreement. Agreement of the required number of co-owners and mortgagees to termination of the project shall be evidenced by their execution of a termination agreement, and the termination shall become effective only when the agreement has been recorded in the register of deeds office in the county in which the project is located.

b. Real Property Ownership. Upon recordation of a document terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their condominium unit.

c. Association Assets. Upon recordation of a document terminating the project, any rights the co-owners may have to the net assets of the association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the condominium documents and the act.

d. Notice to Interested Parties. Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the administrator.

Section 10

ASSIGNMENT OF DEVELOPER RIGHTS

Any or all of the rights and powers granted to or reserved by the developer in the condominium documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, may be assigned by the developer to any other entity or person, including the association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the register of deeds office in the county in which the project is located.

This master deed has been signed by the developer as of the day and year that appear on page one.

Section 11

CONTROLLING LAW

Provisions of the Act and of the other laws of the State of Michigan and of the United States, shall be applicable and govern this Master Deed and all activities related thereto.

DEVELOPER

By: Paul Harvey
Paul Harvey,
Its Supervisor

By: Carolyn Phillips
Carolyn Phillips,
Its Clerk

By: Linda Scarbrough
Linda Scarbrough,
Its Treasurer

Subscribed and sworn to before me, by Paul Harvey, Carolyn Phillips and Linda Scarbrough, the Benton Charter Township Supervisor, Clerk and Treasurer, respectively, this 21th day of January, 2003.

Prepared By:

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EXHIBIT "A" TO MASTER DEED

CONDOMINIUM BYLAWS OF THE WOODRIDGE PLACE CONDOMINIUM

ARTICLE I
THE CONDOMINIUM PROJECT

1. Organization. Woodridge Place Condominium, a residential condominium project located in Benton Charter Township, is being constructed in a single phase to comprise a total of 74 living units. The Condominium Association shall be administered as a non-profit corporation in accordance with the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Condominium Association in accordance with the Master Deed and By laws of the Condominium, the Articles of Incorporation, Bylaws, Rules and Regulation of the Association and the laws of the State of Michigan.
2. Compliance. All present and future co-owners, mortgagees, lessees, or other persons who may use the facilities of the condominium in any manner shall be subject to and comply with the Michigan Condominium Act, MCLA 559.101 et seq., MSA 26.50(101) et seq., the master deed and its amendments, the articles of incorporation, the association bylaws, and other condominium documents that pertain to the use and operation of the condominium property. The association shall keep current copies of these documents and make them available for inspection at reasonable hours to co-owners, prospective purchasers, and prospective mortgagees of units in the project. If the Michigan Condominium Act conflicts with any condominium documents referred to in these bylaws, the act shall govern. A party's acceptance of a deed of conveyance or of a lease or occupancy of a condominium unit in the project shall constitute an acceptance of the provisions of these documents and an agreement to comply with them.

ARTICLE II
MEMBERSHIP AND VOTING

1. Membership. Each present and future co-owner of a unit in the project shall be a member of the association, and no other person or entity shall be entitled to membership. The share of a member in the funds and assets of the association may be assigned, pledged, or transferred only as an appurtenance to the condominium unit.
2. Voting rights. Except as limited in the master deed and in these bylaws, each co-owner shall be entitled to one vote for each unit

owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the units owned by the co-owner as stated in the master deed, when voting by value. Voting shall be by number, except when voting is specifically required to be both by value and by number, and no cumulation of votes shall be permitted.

3. Members entitled to vote. No co-owner, other than the developer, may vote at a meeting of the association until the co-owner presents written evidence of the ownership of a condominium unit in the project, nor may a co-owner vote before the initial meeting of members (except for elections held pursuant to Article III, provision 4). The developer may vote only for those units to which it still holds title and for which it is paying the full annual assessment in effect when the vote is cast.

The person entitled to cast the vote for the unit and to receive all notices and other communications from the association may be designated by a certificate signed by all the record owners of the unit and filed with the secretary of the association. Such a certificate shall state the name and address of the designated individual, the number of units owned, and the name and address of the party who is the legal co-owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until the ownership of the unit concerned changes.

4. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and for any adjournment of that meeting and must be filed with the association before the appointed time of the meeting.
5. Majority. At any meeting of members at which a quorum is present, 51 percent of the co-owners entitled to vote and present in person or by proxy, in accordance with the percentages allocated to each condominium unit in the master deed for the project, shall constitute a majority for the approval of the matters presented to the meeting, except as otherwise required in these bylaws, in the master deed, or by law.

ARTICLE III MEETINGS AND QUORUM

1. Initial meeting of members. The initial meeting of the members of the association shall be convened only by the Board of Directors, and may be called anytime after two or more of the units in the project have been sold and the purchasers qualified as members of the Association. In no event, however, shall the first meeting be held later than (a) within 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 25 percent of the units that may be created or (b) within 54 months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, whichever occurs first. At the initial meeting, the eligible co-owners may vote for the election of directors of the association. The developer may call meetings of members of the association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

2. Annual meeting of members. After the initial meeting, an annual meeting of the members shall be held in each year at the time and place specified in the association bylaws. At least 10 days before an annual meeting, written notice of the time, place, and purpose of the meeting shall be mailed to each member entitled to vote at the meeting. At least 20 days' written notice shall be provided to each member of any proposed amendment to these bylaws or to other condominium documents.
3. Advisory committee. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of one-third of the units that may be created or one year after the initial conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, whichever occurs first, the developer shall select three nondeveloper co-owners to serve as an advisory committee to the board of directors. The purpose of the advisory committee shall be to facilitate communication between the board of directors and the nondeveloper co-owners and to aid in the ultimate transfer of control to the association. The members of the advisory committee shall serve for one year or until their successors are selected, and the advisory committee shall automatically cease to exist on the transitional control date. The board of directors and the advisory committee shall meet with each other when the advisory committee requests. However, there shall not be more than two such meetings each year unless both parties agree.
4. Composition of the Board. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 25 percent of the units that may be created, at least one director and at least one-fourth of the board of directors of the association shall be elected by nondeveloper co-owners. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 50 percent of the units that may be created, and before 90 percent of such units, at least one-third of the board of directors shall be elected by nondeveloper co-owners. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 75 percent of the units, the nondeveloper co-owners shall elect all directors on the board except that the developer may designate at least one director as long as the developer owns or offers for sale at least 10 percent of the units in the project or as long as 10 percent of the units that may be created remain unbuilt.

Notwithstanding the formula provided above, 54 months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, if title to at least 75 percent of the units that may be created has not been conveyed, the nondeveloper co-owners may elect the number of members of the board of directors of the association equal to the percentage of units they hold, and the developer may elect the number of members of the board equal to the percentage of units that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in these bylaws. The application of this provision does not require a change in the size of the board as stated in the corporate bylaws.

If the calculation of the percentage of members of the board that the nondeveloper co-owners may elect or if the product of the number of members of the board multiplied by the percentage of units held by the nondeveloper co-owners results in a right of

nondeveloper co-owners to elect a fractional number of members of the board, a fractional election right of 0.5 or more shall be rounded up to the nearest whole number, which shall be the number of members of the board that the nondeveloper co-owners may elect. After applying this formula, the developer may elect the remaining members of the board. The application of this provision shall not eliminate the right of the developer to designate at least one member, as provided in these bylaws.

5. Quorum of members. The presence in person or by proxy of 30 percent of the co-owners entitled to vote shall constitute a quorum of members. The written vote of any person furnished at or before any meeting at which the 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 on which the vote is cast.

ARTICLE IV ADMINISTRATION

1. Board of Directors. The business, property, and affairs of the association shall be managed and administered by a board of directors to be elected in the manner stated in the association bylaws. The directors designated in the articles of incorporation shall serve until their successors have been elected and qualified at the initial meeting of members. All actions of the first board of directors of the association named in its articles of incorporation or any successors elected by the developer before the initial meeting of members shall be binding on the association as though the actions had been authorized by a board of directors elected by the members of the association at the initial meeting or at any subsequent meeting, as long as the actions are within the scope of the powers and duties that may be exercised by a board of directors as provided in the condominium documents. The board of directors may void any service contract or management contract between the association and the developer or affiliates of the developer on the transitional control date, within 90 days after the transitional control date, or on 30 days' notice at any time after that for cause.
2. Powers and duties. The board shall have all powers and duties necessary to administer the affairs of the association. The powers and duties to be exercised by the board shall include the following:
 - a. maintaining the common elements,
 - b. developing an annual budget and determining, assessing, and collecting amounts required for the operation and other affairs of the condominium,
 - c. employing and dismissing personnel as necessary for the efficient management and operation of the condominium property,
 - d. adopting and amending rules and regulations for the use of condominium property,
 - e. opening bank accounts, borrowing money, and issuing evidences of indebtedness to further the purposes of the condominium and designating required signatories therefor,

- f. obtaining insurance for condominium property, the premiums of which shall be an administration expense,
 - g. leasing or purchasing premises suitable for use by a managing agent or custodial personnel, on terms approved by the board,
 - h. granting concessions and licenses for the use of parts of the common elements for purposes not inconsistent with the Michigan Condominium Act or the condominium documents,
 - i. authorizing the signing of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the condominium on behalf of the co-owners,
 - j. making repairs, additions, improvements, and alterations to the condominium property and repairing and restoring the property in accordance with the other provisions of these bylaws after damage or destruction by fire or other casualties or condemnation or eminent domain proceedings,
 - k. asserting, defending, or settling claims on behalf of all co-owners in connection with the common elements of the project and, on written notice to all co-owners, instituting actions on behalf of and against the co-owners in the name of the association,
 - l. other duties as imposed by resolutions of the members of the association or as stated in the condominium documents.
3. Accounting records. The association shall keep detailed records of the expenditures and receipts affecting the administration of the condominium. These records shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the association and its co-owners. These records shall be open for inspection by the co-owners during reasonable working hours at a place to be designated by the association. The association shall prepare a financial statement from these records and distribute it to all co-owners at least once a year. The association shall define the contents of the annual financial statement. Qualified independent auditors (who need not be certified public accountants) shall review the records annually and audit them every fifth year. The cost of these reviews and audits shall be an administration expense. Audits need not be certified.
4. Maintenance and Repair.
- a. Co-owners must maintain and repair their condominium units (except general common elements in their units) and to a limited common element that is the responsibility of the co-owner of the unit as set forth in the Master Deed. Each co-owner shall repair, replace, decorate, and maintain his unit and any limited common elements pertinent thereto in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements or any improvements located on or within a common element which is appurtenant to or which may affect any other unit.
 - b. The association shall maintain and repair the general common elements to the extent stated in the master deed and shall charge the costs to all the co-owners as a common expense

unless the repair is necessitated by the negligence, misuse, or neglect of a co-owner, in which case the expense shall be charged to the co-owner. The association and its agents shall have access to each unit during reasonable working hours, on notice to the occupant, for the purpose of maintaining, repairing, or replacing any of the common elements in the unit or accessible from it.

- c. Nothing herein shall be construed to alleviate, amend, modify, or otherwise change any repair or maintenance obligation as set forth in the Master Deed.
5. Reserve Fund. The association shall maintain a reserve fund, to be used only for major repairs and replacement of the common elements, as required by Section 205 of the Act. The fund shall be established in the minimum amount stated in these bylaws on or before the transitional control date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the current annual budget of the association. The minimum reserve standard required by this provision may prove to be inadequate, and the board shall carefully analyze the project from time to time to determine whether a greater amount should be set aside or if additional reserve funds shall be established for other purposes.
6. Mechanics Liens. A mechanics lien for work performed on a condominium unit or a limited common element shall attach only to the unit or element on which the work was performed. A lien for work authorized by the developer or the principal contractor shall attach only to condominium units owned by the developer when the statement of account and lien are recorded. A mechanics lien for work authorized by the association shall attach to each unit in proportion to the extent to which the co-owner must contribute to the administration expenses. No mechanics lien shall arise or attach to a condominium unit for work performed on the general common elements that is not contracted by the association or the developer.
7. Managing Agent. The board may employ for the association a management company or managing agent at a compensation rate established by the board to perform duties and services authorized by the board, including the powers and duties listed in provision 2 of this article. The developer or any person or entity related to it may serve as managing agent if the board appoints the party.
8. Officers. The association bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the association and may contain any other provisions pertinent to officers of the association that are not inconsistent with these bylaws. Officers may be compensated, but only on the affirmative vote of more than 60 percent of all co-owners, in number and in value.
9. Indemnification. All directors and officers of the association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the association on 10 days' notice to all co-owners, in the manner and to the extent provided by the association bylaws. If no judicial determination of indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of co-owners vote to procure such an opinion.

**ARTICLE V
ASSESSMENTS**

1. Administration Expenses. The association shall be assessed as the entity in possession of any tangible personal property of the condominium owned or possessed in common by the co-owners. Personal property taxes based on such assessments shall be treated as administration expenses. All costs incurred by the association for any liability connected with the common elements or the administration of the project shall be administration expenses. All sums received pursuant to any policy of insurance securing the interests of the co-owners against liabilities or losses connected with the common elements or the administration of the project shall be administration receipts.
2. Determination of Assessments. Assessments will be determined in accordance with the following provisions:
 - a. Initial Budget. The board of the association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the condominium project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each unit in the project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each owner, although the failure to deliver such a copy to each owner will not affect or in any way diminish the liability of a co-owner for any existing or future assessment.
 - b. Budget Assessments. Should the board determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the common elements; (2) to provide for the replacement of existing common elements; (3) to provide for additions to the common elements not exceeding \$5,000 or \$100 per unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development; the board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the board to levy additional assessments will rest solely with the board for the benefit of the association and its members, and may not be attached by or subject to specific performance by any creditors of the association.
 - c. Special Assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the board from time to time with the approval of the co-owners as provided in this subsection to meet other needs or requirements of the association, including but not limited to: (1) assessments for additions to the common elements costing more than \$5,000 in any year; (2) assessments to purchase a unit upon foreclosure of the lien described in section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the board) will not be levied without the prior approval of 60 percent or more of all co-owners in number. The authority to levy assessments pursuant

to this subsection is solely for the benefit of the association and its members and may not be attached by or subject to specific performance by any creditors of the association.

3. Levy of Assessments. All assessments levied against the units to cover administration expenses shall be apportioned among and paid by the co-owners equally, in advance and without any increase or decrease in any rights to use limited common elements. The common expenses shall include expenses the board deems proper to operate and maintain the condominium property under the powers and duties delegated to it under these bylaws and may include amounts to be set aside for working capital for the condominium, for a general operating reserve, and for a reserve to replace any deficit in the common expenses for any prior year. Any reserves established by the board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The board shall advise each co-owner in writing of the amount of common charges payable by the co-owner and shall furnish copies of each budget on which such common charges are based to all co-owners. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by co-owners, commencing with the acceptance of a deed to a unit or with the acquisition of title to a unit by any other means. The payment of an assessment will be in default, if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association.
4. Collection of Assessments. Collection of Assessments. Each co-owner shall be obligated for the payment of all assessments levied upon the co-owner's unit during the time that the person is the co-owner of the unit, and no co-owner may become exempt from liability for the co-owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements, or by the abandonment of a unit.
 - a. Legal Remedies. In the event of default by any co-owner in paying the assessed common charges, the board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection, and late charges; advances made by the association for taxes or other liens to protect its lien; attorney fees; and fines in accordance with the condominium documents shall constitute a lien on the unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a mortgage of record recorded prior to the recording of any notice of lien by the association, and the association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by section 108 of the act. In a foreclosure proceeding, whether by advertisement or by judicial action, the co-owner or anyone claiming under the co-owner shall be liable for assessments charged against the unit that become due before the redemption period expires, together with interest, advances made by the association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. Sale of Unit. Upon the sale or conveyance of a unit, all unpaid assessments against the unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the condominium documents or by the act. A purchaser or grantee may request a written statement from the association as to the amount of unpaid assessments levied against the unit being sold or conveyed. The purchaser or grantee shall not be liable for, and the unit sold or conveyed shall not be subject to a lien for any unpaid assessments in excess of, the amount stated in a written response from the association. Unless the purchaser or grantee requests a written statement from the association at least five days before sale as provided in the act, however, the purchaser or grantee shall be liable for any unpaid assessments against the unit together with interest, late charges, fines, costs, and attorney fees.

c. Self-help. The association may enter upon the common elements, limited or general, to remove and abate any condition constituting a violation of the condominium documents, or may discontinue the furnishing of services to a co-owner in default under any of the provisions of the condominium documents, upon seven days' written notice to such co-owner of the association's intent 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 the default continues; provided, that this provision shall not operate to deprive any co-owner of ingress and egress to and from the co-owner's unit.

d. Application of Payments. Money received by the association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

5. Financial Responsibility of the Developer. The developer of the condominium, although a member of the association, will not be responsible for payment of either general or special assessments levied by the association during the development and sales period.

a. Pre-turnover Expenses. Prior to the initial meeting of co-owners, it will be the developer's responsibility to keep the books balanced, and to avoid any continuing deficit in operating expenses. At the time of the initial meeting, the developer will be liable for the funding of any existing deficit of the association that was incurred prior to the date of the initial meeting.

b. Post-turnover Expenses. After the initial meeting and for the duration of the development and sales period, the developer shall not be responsible for the payment of either general or special assessments levied by the association on units owned by the developer that have not been conveyed or leased. To the extent the developer holds title to units that were previously conveyed or leased, the developer shall be responsible for the same maintenance assessment levied against other units in the

project and for all special assessments levied by the association.

- c. Exempted Transactions. At no time will the developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against the developer, including any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

ARTICLE VI TAXES, INSURANCE, AND REPAIRS

1. Real Property Taxes. Real property taxes and assessments shall be levied against the individual units and not against the property of the project, except for the calendar year in which the project was established. Taxes and assessments that become a lien against the property in the year in which the project was established shall be expenses of administration and shall be assessed against the units located on the land with respect to which the tax or assessment was levied in proportion to the percentage of value assigned to each unit. Real property taxes and assessments levied in any year in which a vacation of the project occurs shall be assessed only against the individual units. For tax and special assessment purposes no unit shall be combined with any other unit or units, and no assessment of any fraction of a unit or combination of any unit with other whole or partial units shall be made, nor shall any division or split of the assessment or taxes of a single unit be made, whether the unit is owned by an individual or multiple co-owners. Taxes for real property improvements made to or within a specific unit shall be assessed against that unit only, and each unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.
2. Insurance. The association shall be appointed as attorney-in-fact for each co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and applicable, fire insurance with extended coverage; vandalism and malicious mischief endorsements; and liability insurance and worker compensation insurance pertinent to the ownership, use, and maintenance of the common elements to the project. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:
 - a. All such insurance shall be purchased by the board of directors for the benefit of the association, the co-owners, their mortgagees, and the developer, according to their interests. Each co-owner shall be responsible for obtaining insurance coverage at the co-owner's expense for the co-owner's unit. Each co-owner is responsible for obtaining insurance for the personal property located within the co-owner's unit or elsewhere in the condominium, for personal liability for occurrences within the co-owner's unit or on limited common elements appurtenant to the unit, and for expenses to cover alternate living arrangements if a casualty causes temporary loss of the unit. The association shall have no responsibility for obtaining such insurance. The association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the association or any co-owner

shall contain appropriate provisions for the insurer to waive its right of subrogation regarding any claims against any co-owner or the association.

- b. The general common elements of the project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount to be determined annually by the Board. The Association shall not be responsible in any way for maintaining insurance with respect to the limited common elements, the units themselves, or any improvements located within the units.
 - c. Fidelity Insurance. The association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees and all others who are responsible for handling funds of the association.
 - d. Appointment of Agent. The board of directors is irrevocably appointed the agent for each co-owner, each mortgagee, other named insureds and their beneficiaries, and any other holders of liens or other interests in the condominium or the property, to adjust and settle all claims arising under insurance policies purchased by the board and to sign and deliver releases once claims are paid.
 - e. Premiums Paid. Except as otherwise set forth in these bylaws, all premiums on insurance purchased by the association pursuant to these bylaws shall be administration expenses.
3. Reconstruction and Repairs. If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:
- (a) If the damaged property is a general or limited common element, a unit or a residence located within a unit, the property shall be rebuilt or repaired if a residence located within any unit in the Condominium is tenable, unless the Condominium Project is terminated in accordance with the applicable provisions of the Master Deed.
 - (b) If the Condominium is so damaged that no residence located within any unit is tenable, the damaged property shall not be rebuilt and the condominium shall be terminated, unless at least two-thirds (2/3) of the first mortgagees and 80 percent or more of the co-owners in number and value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.
 - (c) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium, and for a residence within any unit, substantially in accordance with the plans and specifications previously approved by the Association or Developer for that unit, to a condition as comparable as possible to the condition existing prior to damage unless 80 percent or more of the co-owners in number and value and two-thirds (2/3) of the first mortgagees agree otherwise by a vote or in writing.
 - (d) If the damage is only to a unit, to a structure or improvement located within a unit, to a limited common element appurtenant to a unit or to landscaping or a mailbox located within

the Frontage area adjoining a unit, it shall be the responsibility of the co-owner of the unit to repair such damage in accordance with subsection (e) hereof. In all other cases, except as provided in subsection (d) hereof, the responsibility for reconstruction and repair shall be that of the Association.

(e) Each co-owner shall be responsible for the reconstruction and repair of his unit, all structures or improvements, within his unit, the limited common elements appurtenant to his unit, and the mailbox located on the Frontage Area.

(f) Except as otherwise provided herein, the Association shall be responsible for the reconstruction and repair of the general common elements. The Association shall receive all insurance proceeds and be responsible for all reconstruction and repair activity to the extent of such proceeds. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

(g) Any proceeds of casualty insurance for which the Association paid the premium, whether received by the Association or a co-owner, shall be for the reconstruction or repair when reconstruction or repair is required by these Bylaws. If the proceeds of insurance are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments 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. Such assessments shall be levied in the same manner as the assessments described in the applicable provisions regarding assessments as set forth in Article V hereof, and shall be payable when and as the Board shall determine.

(h) If damage within the Condominium impairs the appearance of the Condominium, the Association or the co-owner responsible for the reconstruction and repair of the damage will proceed with the repair, reconstruction or replacement of the damaged item without delay, and will complete such repair, reconstruction or replacement within six (6) months after the date of the occurrence which caused the damage.

4. Eminent Domain. The following provisions shall pertain on any taking by eminent domain:

a. If any part of the common elements is taken by eminent domain, the award shall be allocated to the co-owners in proportion to their undivided interests in the common elements. The association, through its board of directors, may negotiate on behalf of all co-owners for any taking of common elements, and any negotiated settlement approved by more than two-thirds of the co-owners based on assigned voting rights shall bind all co-owners.

instruments affecting the establishment or transfer of interests in the project. As used in documents regarding the project, unless the context otherwise requires:

a. Act or condominium act means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.

b. Administrator means the Michigan Department of Consumer and Industry Services, which is designated to serve as administrator of the act.

c. Association or association of co-owners means Woodridge Place Condominium Association, the Michigan nonprofit corporation of which all co-owners shall be members, that shall administer, operate, manage, and maintain the project.

d. Association bylaws means the corporate bylaws of the association organized to manage, maintain, and administer the project.

e. Common elements means the portions of the project other than the condominium units, including all general and limited common elements described in section 4 of this master deed.

f. Condominium bylaws means Exhibit A to this master deed, which are the bylaws that describe the substantive rights and obligations of the co-owners.

g. Condominium documents means this master deed with its exhibits, the articles and bylaws of the association, the rules and regulations adopted by the board of directors of the association, and any other document that affects the rights and obligations of a co-owner in the condominium.

h. Condominium property means the land described in section 2, as the same may be amended, together with all structures, improvements, easements, rights, and appurtenances located on or belonging to such property.

i. Condominium subdivision plan or subdivision plan means Exhibit B to this master deed, which is the site, survey, floor, and other drawings depicting both existing and proposed structures and improvements to be included in the project.

j. Condominium unit or unit means that portion of the project that is designed and intended for separate ownership and use, as described in this master deed.

k. Co-owner means the person, firm, corporation, partnership, association, trust, or other legal entity or any combination of such entities who or which own a condominium unit in the project, including both the vendee(s) and vendor(s) of any land contract of purchase. The term owner, wherever used, is synonymous with the term co-owner.

l. Developer means Benton Charter Township, a Michigan municipal corporation, which has signed, delivered, and recorded this master deed, and the successors and assigns of developer.

b. If a unit is taken by eminent domain, that unit's undivided interest in the common elements shall be reallocated to the remaining units in proportion to their undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests and the award shall include just compensation to the co-owner of the unit taken for the co-owner's undivided interest in the common elements, as well as for the unit.

c. If part of a unit is taken by eminent domain, the court shall determine the fair market value of the part of the unit not taken. The undivided interest for the unit in the common elements shall be reduced in proportion to the diminution in the fair market value of the unit resulting from the taking. The part of the undivided interest in the common elements thus divested from the co-owner of a unit shall be reallocated among the other units in the project in proportion to their undivided interests in the common elements. A unit that is partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court order under this provision. The court shall enter a decree reflecting the reallocation of undivided interests, and the award shall include just compensation to the co-owner of the unit partially taken for that part of the undivided interest in the common elements divested from the co-owner and not revested in the co-owner pursuant to provision d, as well as for the part of the unit taken by eminent domain.

d. If the taking of part of a unit makes it impractical to use the remaining part of that unit for a lawful purpose permitted by the condominium documents, the entire undivided interest in the common elements appertaining to that unit shall be reallocated to the remaining units in the project in proportion to their undivided interests in the common elements. The remaining part of the unit shall then be a common element. The court shall enter an order reflecting the reallocation of undivided interests, and the award shall include just compensation to the co-owner of the unit for the co-owner's entire undivided interest in the common elements and for the entire condominium unit.

e. Votes in the association and liability for future administration expenses pertaining to a unit that is taken or partially taken by eminent domain shall be reallocated to the remaining units in proportion to their voting strength in the association. The voting strength in the association of a unit that is partially taken shall be reduced in proportion to the reduction in its undivided interest in the common elements.

ARTICLE VII USE AND OCCUPANCY RESTRICTIONS

1. Residential Use. Condominium units shall be used exclusively for residential occupancy. No unit or common element shall be used for any purpose other than as a single-family residence or for other purposes customarily incidental to that use, except that professional and quasi-professional co-owners may use their residences as ancillary facilities to their offices established elsewhere, as long as such use does not generate unreasonable traffic by members of the general public. However, these

restrictions on use shall not be construed to prohibit a co-owner from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence. Such uses are customarily incidental to principal residential use and not in violation of these restrictions.

2. Common Areas. Only co-owners of units in the condominium and their agents, tenants, family members, invitees, and licensees may use the common elements for access to and from the units and for other purposes incidental to the use of the units. Any recreational facilities, storage areas, and other common areas designed for a specific use shall be used only for the purposes approved by the board. The use, maintenance, and operation of the common elements shall not be obstructed or unreasonably interfered with by any co-owner and shall be subject to any leases, concessions, or easements now or later entered into by the board.
3. Specific Prohibitions. Without limiting the generality of the preceding provisions in this article, the use of the project and all common elements by any co-owner shall be subject to the following restrictions:

a. No part of a unit may be rented and no transient tenants may be accommodated in a unit. However, this restriction shall not prevent the rental or sublease of an entire unit for residential purposes in the manner permitted by these bylaws and any rules and regulations promulgated by the Board of Directors of the Condominium Association.

b. No co-owner shall make any alterations, additions, or improvements to any general common element or make changes to the exterior or structure of a unit or limited common elements without written approval from the association (design control committee). The association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the project. An owner may make alterations, additions, or improvements within a unit without written approval from the board, but the owner shall be responsible for any damage to other units, the common elements, the property, or any part of them that results from such alterations, additions, or improvements.

c. No nuisances shall be permitted on the condominium property, nor shall any use or practice that is a source of annoyance to the residents or that interferes with the peaceful possession or proper use of the project by its residents be permitted.

d. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part of it, and nothing shall be done or kept in any unit or on the common elements that would increase the insurance premiums for the project without written consent from the board. No co-owner shall permit anything to be done or kept in a unit or on the common elements that would result in the cancellation of insurance on any unit or on any part of the common elements or that would violate any law.

e. No signs, banners, or advertising devices shall be displayed that are visible from the exterior of any unit or on the common elements including "for sale" signs, without written permission from the association or the managing agent.

f. No co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles outside a unit or inside the unit in a way that is visible from the outside of the unit, except for draperies, curtains, blinds, or shades of a customary type and appearance.

g. No co-owner shall use or permit any occupant, agent, tenant, invitee, guest, or family member to use any firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, or other dangerous weapons, projectiles, or devices anywhere on or around the condominium premises.

h. Except for household dogs, cats, small caged birds, and fish, an owner may not keep, raise, or breed animals, livestock or poultry of any kind on any unit. Pit bull dogs and other dangerous animals are not permitted in the Condominium. No pets may be kept, raised or bred on any unit for commercial purposes. Fenced dog runs adjacent to the rear of a garage will be allowed only upon approval in writing by the Developer or the Association. Pets must always be kept and restrained so they are not obnoxious because of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the common elements, limited or general, and the owner of each pet shall be responsible for cleaning up after it. The Association may also, without liability to the owner of the pet, remove or cause any animal to be removed from the Condominium that it determines to be in violation of the restrictions imposed by this section. The Board of Directors may promulgate additional rules and regulations with respect to the keeping of pets, from time to time as it deems appropriate.

i. The association may charge any co-owner maintaining animals a reasonable additional assessment to be collected as provided in these bylaws if the association determines such assessment to be necessary to defray the maintenance costs to the association of accommodating animals within the condominium. Any person who permits any animal to be brought on the condominium property shall indemnify the association for any loss, damage, or liability the association sustains as a result of the presence of the animal on the condominium property.

j. No mobile home, van, trailer, tent, shack, garage, or other temporary structure shall be erected, occupied, or used on the condominium property without written consent from the association. No recreational vehicles, boats, or trailers shall be parked or stored anywhere on the condominium property, except within a unit's garage, with the garage door closed, for more than 24 hours without the written approval of from the association. and no snowmobile, all terrain vehicle or other motorized recreational vehicle shall be operated on the condominium property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or unit where it is totally isolated from public view.

k. No automobiles or other vehicles that are not in operating condition shall be permitted on the condominium property. No commercial vehicles or trucks shall be parked on the condominium property except to make deliveries or pickups in the normal course of business.

1. The common elements shall not be used to store supplies or personal property (except garages and other areas specifically designated for this purpose). In general, no activity or condition shall be allowed in any unit or on the common elements that would spoil the appearance of the condominium.

m. In the absence of an election to arbitrate pursuant to Article XI of these bylaws, a dispute or question whether a violation of any specific regulation or restriction in this article has occurred shall be submitted to the board of directors of the association, which shall conduct a hearing and render a written decision. The board's decision shall bind all owners and other parties that have an interest in the condominium project.

n. The restrictions and limitations imposed in this Article are all in addition to those set forth in the Restrictions, Reservations and Covenants, incorporated in the Master Deed and attached thereto as Exhibit C.

4. Rules of Conduct. The board may promulgate and amend reasonable rules and regulations concerning the use of condominium units and limited and general common elements. The board shall furnish copies of such rules and regulations to each co-owner at least 10 days before they become effective. Such rules and regulations may be revoked at any time by the affirmative vote of more than 66 percent of all co-owners, in number and in value.

5. Remedies on Breach. A default by a co-owner shall entitle the association to the following relief:

a. Failure to comply with any restriction on use and occupancy in these bylaws or with any other provisions of the condominium documents shall be grounds for relief which may include an action to recover sums due for damages, injunctive relief, the foreclosure of a lien, or any other remedy that the board of directors determines is appropriate as may be stated in the condominium documents, including the discontinuance of services on seven days' notice, the levying of fines against co-owners after notice and hearing, and the imposition of late charges for the nonpayment of assessments. All such remedies shall be cumulative and shall not preclude any other remedies.

b. In a proceeding arising because of an alleged default by a co-owner, if the association is successful, it may recover the cost of the proceeding and actual attorney fees as the court may determine.

c. The failure of the association to enforce any provision of the condominium documents shall not constitute a waiver of the right of the association to enforce the provision in the future.

An aggrieved co-owner may compel the enforcement of the condominium documents by an action for injunctive relief or damages against the association, its officers, or another co-owner in the project.

6. Use by the Developer. While a unit is for sale by the developer, the developer and its agents, employees, contractors, subcontractors, and their agents and employees may access any part of the project as is reasonably required for the purpose of the sale. Until all the units in the project have been sold by the developer and each unit

is occupied by the purchaser, the developer may maintain a sales office, model dwellings, a business office, a construction office, trucks, other construction equipment, storage areas, and customary signs to enable the development and sale of the entire project. The developer shall restore all areas and equipment to habitable status when it is finished with this use.

7. Residential Standards. The project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the co-owners and all other persons interested in the condominium. If at any time the association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, the developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair, and/or replace any common elements or 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 and sales period, which right of enforcement shall include (without limitation) an action to restrain the association or any co-owner from any prohibited activity.
8. Assignment of Rights. Any of the rights granted to or reserved by the developer in the condominium documents or by law may be assigned by it to any other entity or to the association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the developer and recorded in the public records of the county in which the project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the developer in the condominium documents.

ARTICLE VIII MORTGAGES

1. Mortgage of Condominium Units. Any co-owner who mortgages a condominium unit shall notify the association of the name and address of the mortgagee, and the association shall maintain such information in a book entitled "Mortgagees of units." At the written request of a mortgagee of any unit, the mortgagee may (a) inspect the records of the project during normal business hours, on reasonable notice; (b) receive a copy of the annual financial statement of the association, which is prepared for the association and distributed to the owners; and (c) receive written notice of all meetings of the association and designate a representative to attend all such meetings. However, the association's failure to fulfill any such request shall not affect the validity of any action or decision.
2. Notice of Insurance. The association shall notify each mortgagee appearing in the book of mortgagees of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and of the amounts of such coverage.
3. Rights of Mortgagees. Notwithstanding any other provision of the condominium documents, except as required by law, any first mortgage of record of a condominium unit is subject to the following provisions:

- a. The holder of the mortgage is entitled, on written request, to notification from the association of any default by the mortgagor in the performance of the mortgagor's obligations under the condominium documents that is not cured within 30 days.
 - b. The holder of any first mortgage that comes into possession of a condominium unit pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall be exempt from any option, right of first refusal, or other restriction on the sale or rental of the mortgaged unit, including restrictions on the posting of signs pertaining to the sale or rental of the unit.
 - c. The holder of any first mortgage that comes into possession of a condominium unit pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall receive the property free of any claims for unpaid assessments or charges against the mortgaged unit that have accrued before the holder comes into possession of the unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments charged to all units, including the mortgaged unit).
4. Additional Notification. When notice is to be given to a mortgagee, the board of directors shall also notify the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, or any other public or private secondary mortgage market entity participating in purchasing or guaranteeing mortgages of units in the condominium if the board of directors has received notice of the entity's participation.

ARTICLE IX LEASES

1. Notice of Leases. Any co-owner, including the developer, who desires to rent or lease a condominium unit shall inform the association in writing at least 10 days before presenting a lease form to a prospective tenant and, at the same time, shall give the association a copy of the exact lease form for its review for compliance with the condominium documents. No unit shall be rented or leased for less than 60 days without written consent from the association. If the developer proposes to rent condominium units before the transitional control date, it shall notify either the advisory committee or each co-owner in writing.
2. Terms of Leases. Tenants and non-co-owner occupants shall comply with the provisions of the condominium documents of the project, and all lease and rental agreements shall state this condition.
3. Remedies. If the association determines that any tenant or non-co-owner occupant has failed to comply with the provisions of the condominium documents, the association may take the following actions:
 - a. The association shall notify the co-owner by certified mail addressed to the co-owner at the co-owner's last known residence of the alleged violation by the tenant.

- b. The co-owner shall have 15 days after receiving the notice to investigate and correct the alleged breach by the tenant or to advise the association that a violation has not occurred.
 - c. If, after 15 days, the association believes that the alleged breach has not been cured or might be repeated, it may institute an action for eviction against the tenant or non-co-owner occupant and a simultaneous action for money damages (in the same or another action) against the co-owner and the tenant or non-co-owner occupant for breach of the provisions of the condominium documents. The relief stated in this provision may be by summary proceeding. The association may hold both the tenant and the co-owner liable for any damages to the general common elements caused by the co-owner or the tenant.
4. Assessments. When a co-owner is in arrears to the association for assessments, the association may notify any tenant occupying a co-owner's unit under a lease or rental agreement of the arrearage in writing. After receiving such a notice, the tenant shall deduct from rental payments due to the co-owner the full arrearage and future assessments as they fall due and shall pay them to the association. Such deductions shall not be a breach of the rental agreement or lease.

ARTICLE X TRANSFER OF UNITS

- 1. Unrestricted Transfers. An individual co-owner may, without restriction under these bylaws, sell, give, devise, or otherwise transfer the co-owner's unit, or any interest in the unit.
- 2. Notice to Association. Whenever a co-owner shall sell, give, devise, or otherwise transfer the co-owner's unit, or any interest in the unit, the co-owner shall give written notice to the association within five days after consummating the transfer. Such notice shall be accompanied by documents evidencing the title or interest transferred.

ARTICLE XI ARBITRATION

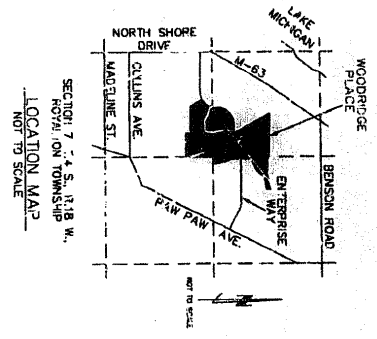
- 1. Submission to Arbitration. Any dispute, claim, or grievance relating to the interpretation or application of the master deed, bylaws, or other condominium documents among co-owners or between owners and the association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the association, be submitted to arbitration by the arbitration association. The parties shall accept the arbitrator's award as final and binding. All arbitration under these bylaws shall proceed in accordance with MCLA 600.5001 et seq., MSA 27A.5001 et seq. and applicable rules of the arbitration association.
- 2. Disputes Involving the Developer. A contract to settle by arbitration may also be signed by the developer and any claimant with a claim against the developer that may be the subject of a civil action, subject to the following conditions:

- a. At the exclusive option of a purchaser, co-owner, or person occupying a restricted unit in the project, the developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the developer that involves less than \$2,500 and relates to a purchase agreement, condominium unit, or the project.
 - b. At the exclusive option of the association of co-owners, the developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the developer that relates to the common elements of the project and involves less than \$10,000.
3. Preservation of Rights. The election of a co-owner or the association to submit a dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. However, except as otherwise stated in this article, no interested party shall be precluded from petitioning the courts to resolve a dispute, claim, or grievance in the absence of an election to arbitrate.

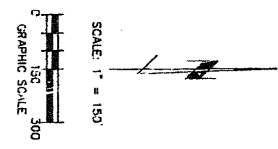
ARTICLE XII MISCELLANEOUS PROVISIONS

1. Severability. If any of the provisions of these bylaws or any condominium document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, or impair any of the other provisions of these documents or the remaining part of any provision that is held to be partially invalid or unenforceable. In such an event, the documents shall be construed as if the invalid or unenforceable provisions were omitted.
2. Notices. Notices provided for in the Michigan Condominium Act, the master deed, and the bylaws shall be in writing and shall be addressed to the association at 1725 Territorial Road, Benton Harbor, Michigan 49022 or to the co-owner at the address stated in the deed of conveyance, or to either party at a subsequently designated address. The association may designate a different address by notifying all co-owners in writing. Any co-owner may designate a different address by notifying the association in writing. Notices shall be deemed delivered when they are sent by U.S. mail with the postage prepaid or when they are delivered in person.
3. Conflicts. In the event of a conflict between the act (or other laws of the State of Michigan) and any condominium document, the act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the condominium documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:
 1. the master deed with exhibits, including the condominium subdivision plan (but excluding these bylaws);
 2. these condominium bylaws;
 3. the articles of incorporation of the association;
 4. the association bylaws;

5. the rules and regulations of the association; and
 6. the disclosure statement.
4. Amendments. These bylaws may be amended or repealed only in the manner stated in Section 9 of the Master Deed.



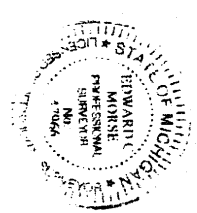
- LEGEND**
- ③ PROPERTY LINE
 - ③ COORDINATE POINT (SEE SHEET 6 FOR LIST)
 - ③ CONCRETE MONUMENT
 - ③ MEASURED
 - ③ RECORDED



SURVEYOR'S CERTIFICATE

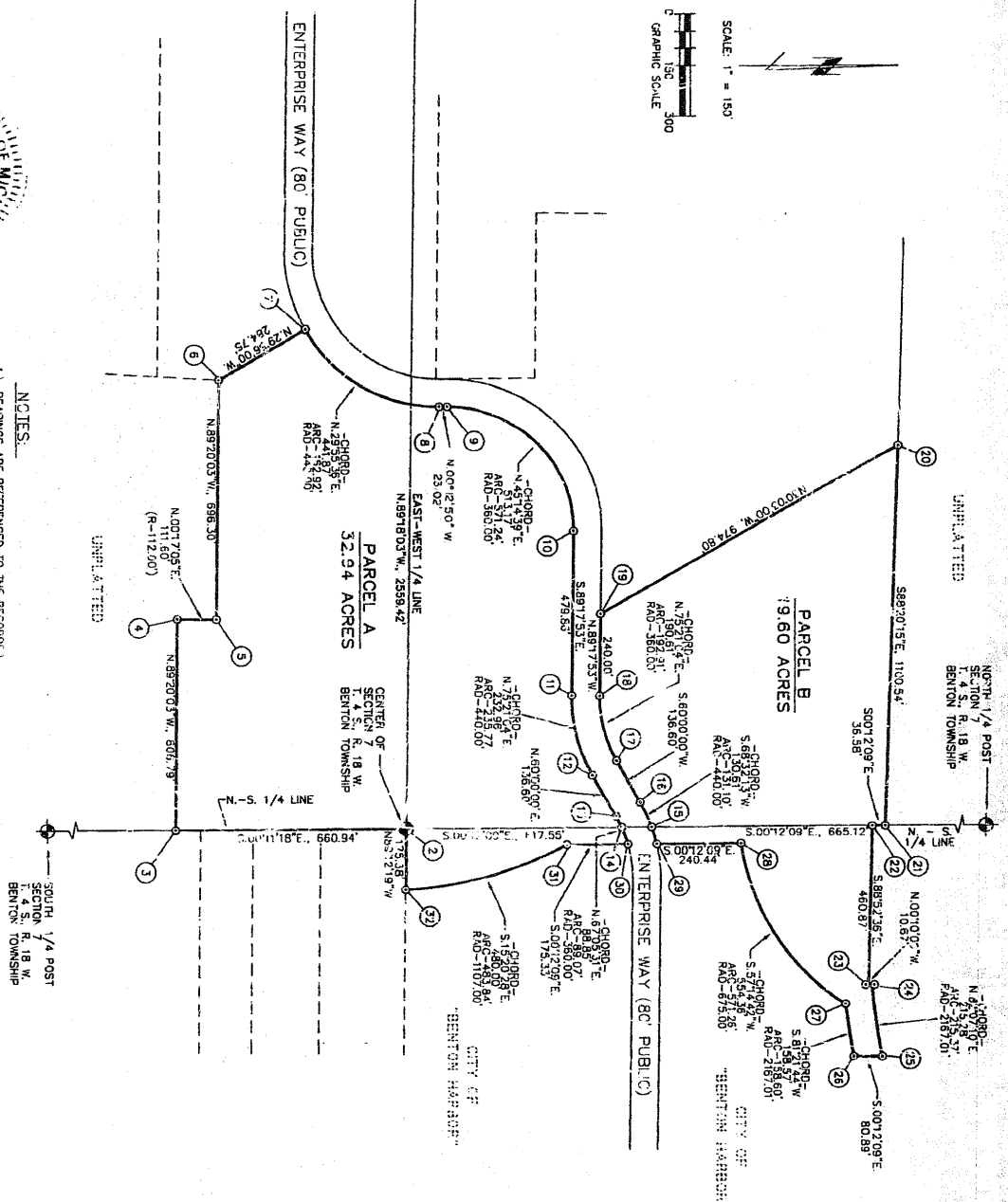
I, EDWARD C. MORSE, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION, PARCELS AND LOTS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED THEODOLITE AND TRANSIT SURVEYING METHODS AND PROCEDURES AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 39 OF THE PUBLIC ACTS OF 1978, HAVE BEEN FOLLOWED, AND THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 39 OF THE PUBLIC ACTS OF 1978.

Edward C. Morse
 EDWARD C. MORSE
 P.S. NO. 47966
 MICHIGAN SURVEYOR
 SOUTH AVENUE, WICHITA 49090



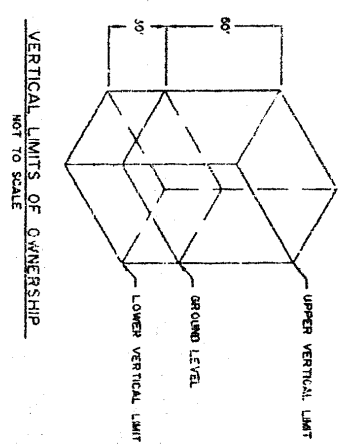
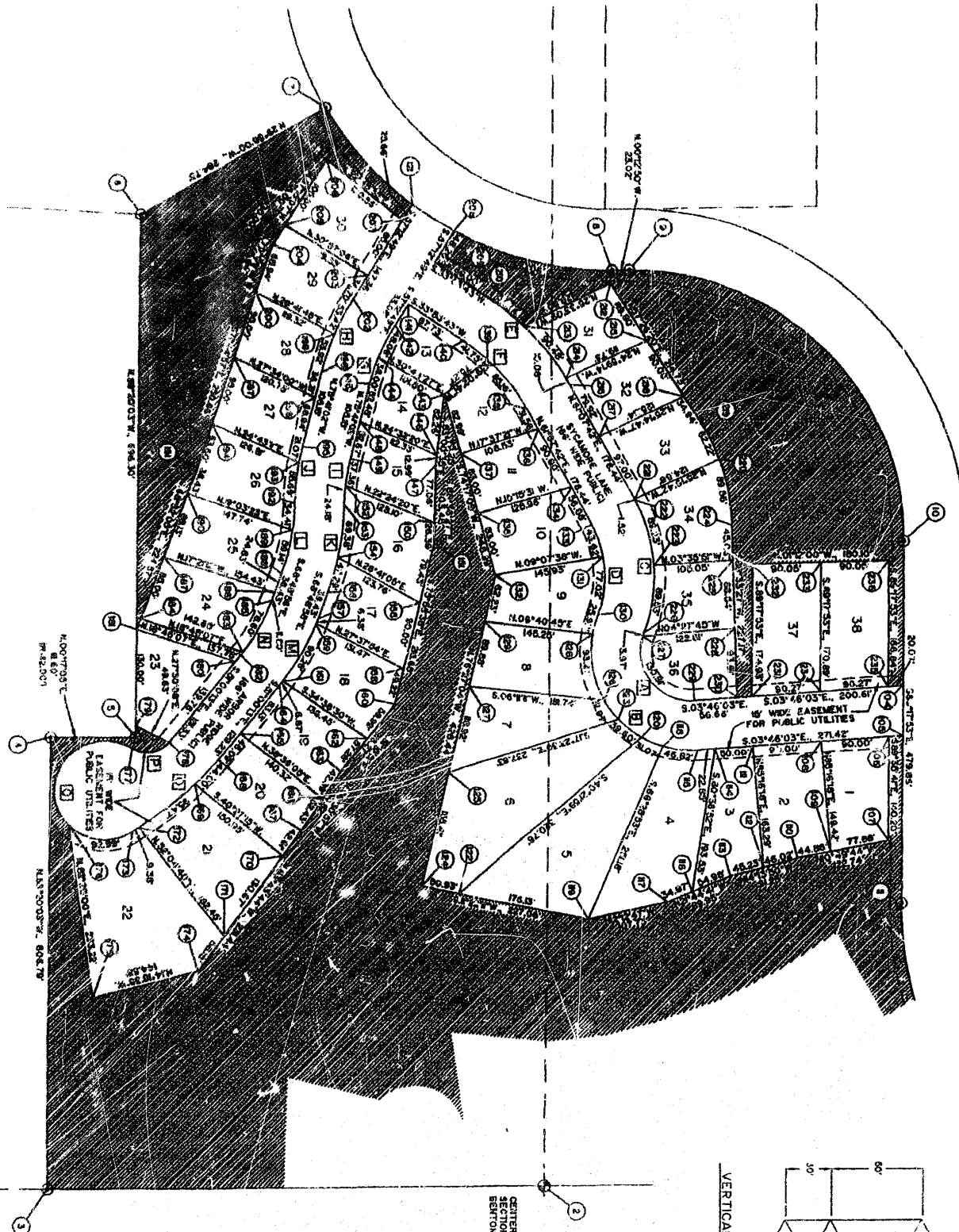
NOTES

- 1) BEARINGS ARE REFERENCED TO THE RECORDING CONDOMINIUM OF "ELISHA GRAY II ENTERPRISE PARK FOR COMMERCE AND TECHNOLOGY".
- 2) THE POINT OF CLOSURE OF UNADJUSTED FIELD OBSERVATIONS IS NOT GREATER THAN 1 PART IN 5,000.
- 3) COORDINATE ORIGIN IS ASSUMED (SEE SHEET 6 FOR LIST)

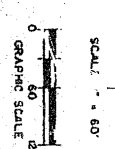


WOODRIDGE PLACE	
SURVEY PLAN	
MERRITT ENGINEERING, INC.	1-6-2003
4000 Red Arrow Highway, Spring Lake, MI 49782	2015
Phone: 616-291-1000	2015
Fax: 616-291-1001	2015
Web: www.merritt-engineering.com	2015

**ILLEGIBILITY
 DUE TO POOR ORIGINAL**



CENTER OF T-45, R1W
SECTION 7, T45, R1W
BENTON TOWNSHIP



- LEGEND**
- LIMITS OF OWNERSHIP
 - ⑤ COORDINATE POINT
 - GENERAL COMMON ELEMENT
 - 25 CURVE LETTER

WOODRIDGE PLACE	
SITE PLAN	
HERRITT ENGINEERING, INC.	
DATE	10/1/83
BY	W. J. HERRITT
CHECKED BY	W. J. HERRITT
APPROVED BY	W. J. HERRITT

**ILLEGIBILITY
DUE TO POOR ORIGINAL**

UNIT SQUARE FOOTAGE

UNIT SQUARE FEET

POINT	NORTH	EAST
1	105.5	444.24
2	107.5	444.24
3	109.5	444.24
4	111.5	444.24
5	113.5	444.24
6	115.5	444.24
7	117.5	444.24
8	119.5	444.24
9	121.5	444.24
10	123.5	444.24
11	125.5	444.24
12	127.5	444.24
13	129.5	444.24
14	131.5	444.24
15	133.5	444.24
16	135.5	444.24
17	137.5	444.24
18	139.5	444.24
19	141.5	444.24
20	143.5	444.24
21	145.5	444.24
22	147.5	444.24
23	149.5	444.24
24	151.5	444.24
25	153.5	444.24
26	155.5	444.24
27	157.5	444.24
28	159.5	444.24
29	161.5	444.24
30	163.5	444.24
31	165.5	444.24
32	167.5	444.24
33	169.5	444.24
34	171.5	444.24
35	173.5	444.24
36	175.5	444.24
37	177.5	444.24
38	179.5	444.24
39	181.5	444.24
40	183.5	444.24
41	185.5	444.24
42	187.5	444.24
43	189.5	444.24
44	191.5	444.24
45	193.5	444.24
46	195.5	444.24
47	197.5	444.24
48	199.5	444.24
49	201.5	444.24
50	203.5	444.24
51	205.5	444.24
52	207.5	444.24
53	209.5	444.24
54	211.5	444.24
55	213.5	444.24
56	215.5	444.24
57	217.5	444.24
58	219.5	444.24
59	221.5	444.24
60	223.5	444.24
61	225.5	444.24
62	227.5	444.24
63	229.5	444.24
64	231.5	444.24
65	233.5	444.24
66	235.5	444.24
67	237.5	444.24
68	239.5	444.24
69	241.5	444.24
70	243.5	444.24
71	245.5	444.24
72	247.5	444.24
73	249.5	444.24
74	251.5	444.24

POINT	NORTH	EAST
1	171.5	343.12
2	173.5	343.12
3	175.5	343.12
4	177.5	343.12
5	179.5	343.12
6	181.5	343.12
7	183.5	343.12
8	185.5	343.12
9	187.5	343.12
10	189.5	343.12
11	191.5	343.12
12	193.5	343.12
13	195.5	343.12
14	197.5	343.12
15	199.5	343.12
16	201.5	343.12
17	203.5	343.12
18	205.5	343.12
19	207.5	343.12
20	209.5	343.12
21	211.5	343.12
22	213.5	343.12
23	215.5	343.12
24	217.5	343.12
25	219.5	343.12
26	221.5	343.12
27	223.5	343.12
28	225.5	343.12
29	227.5	343.12
30	229.5	343.12
31	231.5	343.12
32	233.5	343.12
33	235.5	343.12
34	237.5	343.12
35	239.5	343.12
36	241.5	343.12
37	243.5	343.12
38	245.5	343.12
39	247.5	343.12
40	249.5	343.12
41	251.5	343.12
42	253.5	343.12
43	255.5	343.12
44	257.5	343.12
45	259.5	343.12
46	261.5	343.12
47	263.5	343.12
48	265.5	343.12
49	267.5	343.12
50	269.5	343.12
51	271.5	343.12
52	273.5	343.12
53	275.5	343.12
54	277.5	343.12
55	279.5	343.12
56	281.5	343.12
57	283.5	343.12
58	285.5	343.12
59	287.5	343.12
60	289.5	343.12
61	291.5	343.12
62	293.5	343.12
63	295.5	343.12
64	297.5	343.12
65	299.5	343.12
66	301.5	343.12
67	303.5	343.12
68	305.5	343.12
69	307.5	343.12
70	309.5	343.12
71	311.5	343.12
72	313.5	343.12
73	315.5	343.12
74	317.5	343.12

POINT	NORTH	EAST
1	171.5	343.12
2	173.5	343.12
3	175.5	343.12
4	177.5	343.12
5	179.5	343.12
6	181.5	343.12
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55	279.5	343.12
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59	287.5	343.12
60	289.5	343.12
61	291.5	343.12
62	293.5	343.12
63	295.5	343.12
64	297.5	343.12
65	299.5	343.12
66	301.5	343.12
67	303.5	343.12
68	305.5	343.12
69	307.5	343.12
70	309.5	343.12
71	311.5	343.12
72	313.5	343.12
73	315.5	343.12
74	317.5	343.12

POINT	NORTH	EAST
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2	794.07	216.41
3	107.65	216.41
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5	107.65	216.41
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13	107.65	216.41
14	107.65	216.41
15	107.65	216.41
16	107.65	216.41
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69	107.65	216.41
70	107.65	216.41
71	107.65	216.41
72	107.65	216.41
73	107.65	216.41
74	107.65	216.41

CURVE	DELTA ANG.	RADIUS	CHORD LENGTH	CHORD BEARING
A	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
B	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
C	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
D	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
E	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
F	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
G	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
H	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
I	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
J	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
K	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
L	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
M	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
N	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
O	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
P	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
Q	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
R	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
S	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
T	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
U	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
V	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
W	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
X	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
Y	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E
Z	10° 20' 07"	67.00'	31.23'	N 53° 04' 28" E

WOODRIDGE PLACE

SITE PLAN DATA

MERRITT ENGINEERING, INC.

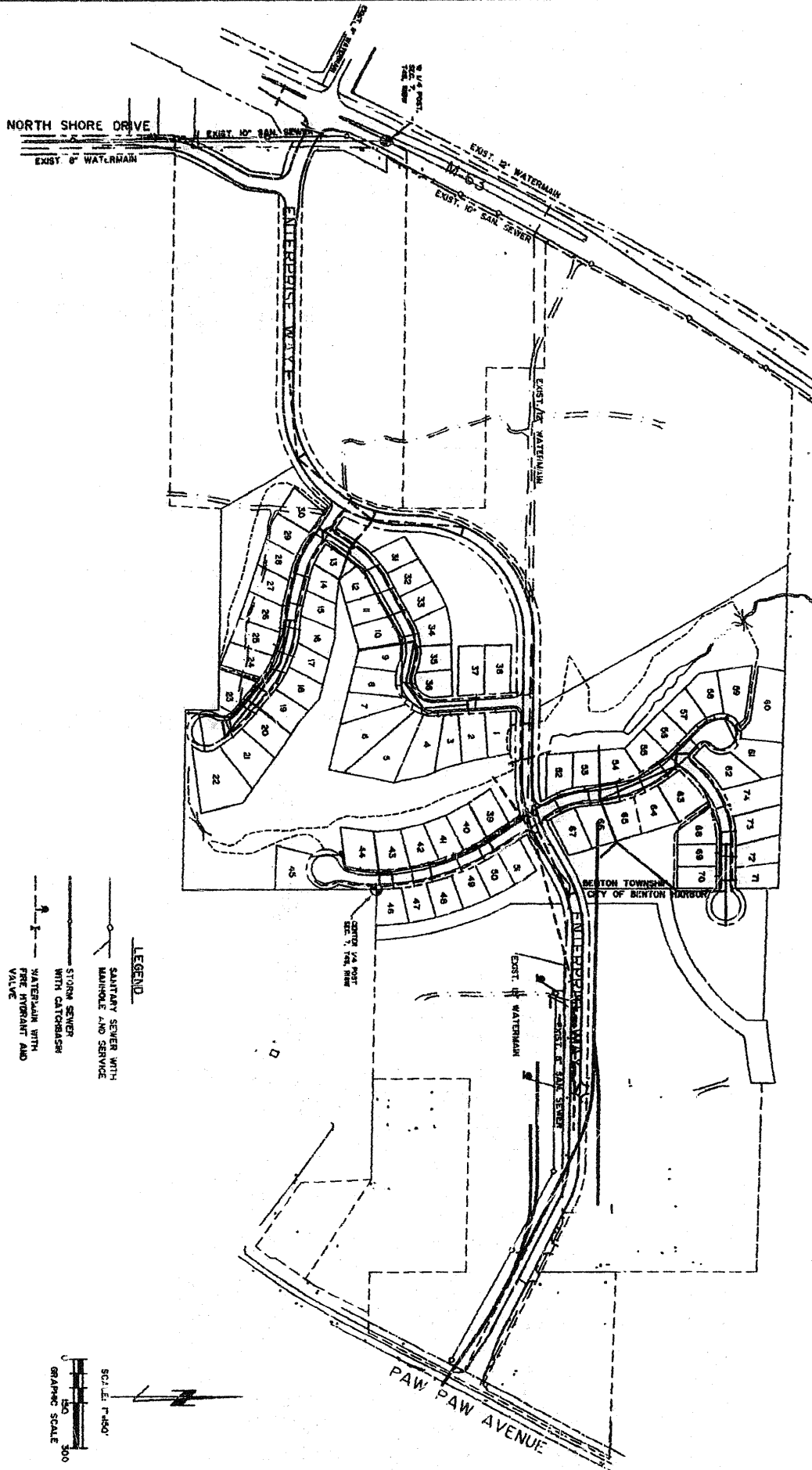
DATE

BY

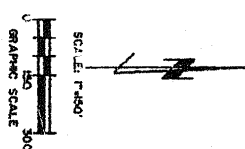
CHKD

APPD

ILLEGIBILITY
DUE TO POOR ORIGINAL

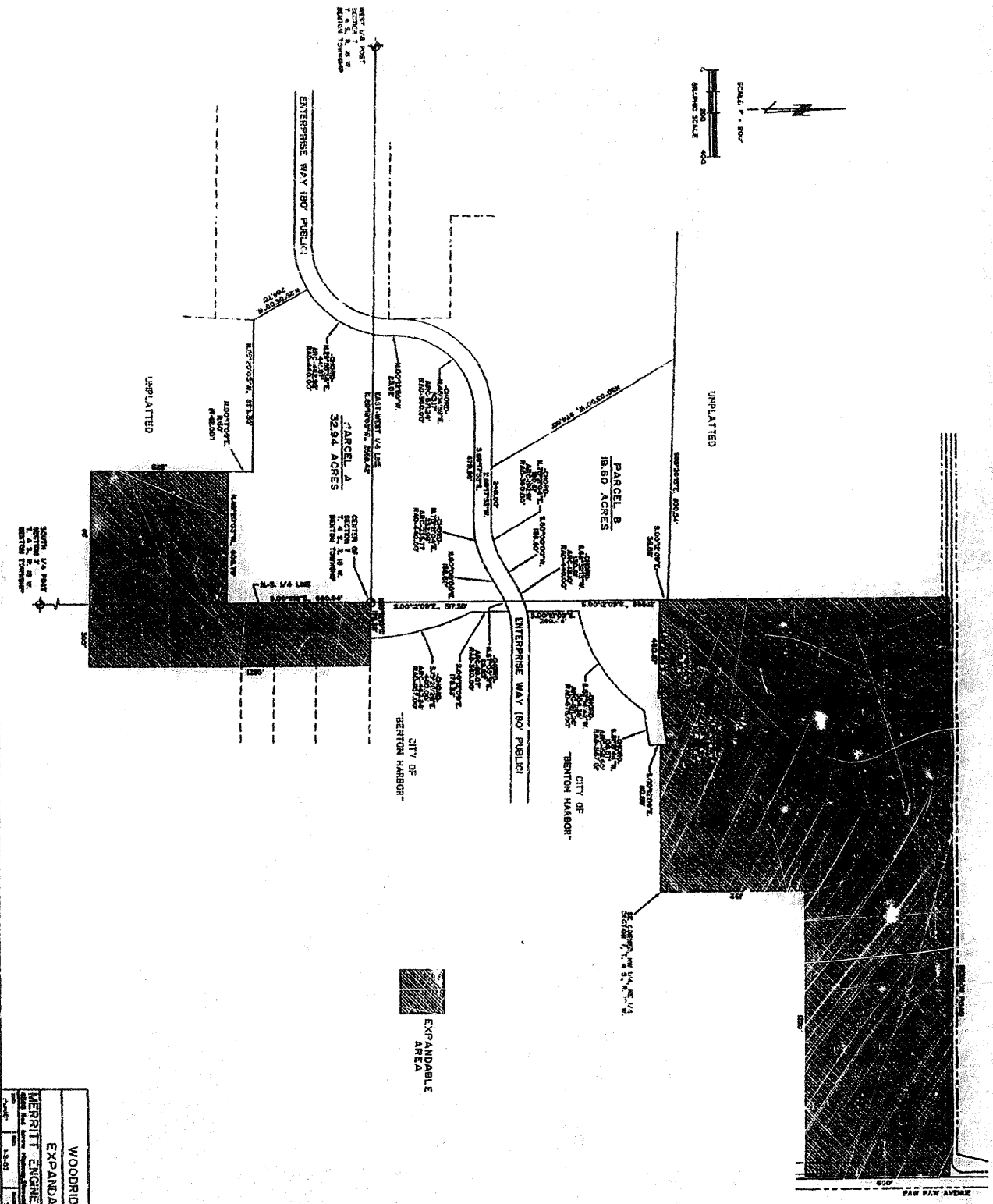


- LEGEND**
- SANITARY SEWER WITH MANHOLE AND SERVICE
 - STORM SEWER WITH CATCHBASIN
 - WATERMAIN WITH FIRE HYDRANT AND VALVE
 - AMERICAN ELECTRIC POWER
 - AMERICAN GAS UTILITIES
 - AMERITECH
 - E. ELECTRIC
 - GAS
 - TELEPHONE
- NOTE: ALL UTILITIES MUST BE BUILT



WOODRIDGE PLACE
UTILITY PLAN
MERRITT ENGINEERING, INC.
DATE: 10-1-80
BY: J. L. MERRITT
CHECKED: J. L. MERRITT
SCALE: 1" = 40'

ILLEGIBILITY
DUE TO POOR ORIGINAL



ILLEGIBILITY
DUE TO POOR ORIGINAL

WOODRIDGE PLACE	
EXPANDABLE AREA	
MERRITT ENGINEERING, INC.	
DATE	BY
1980	10/10
1981	10/10
1982	10/10
1983	10/10
1984	10/10
1985	10/10
1986	10/10
1987	10/10
1988	10/10
1989	10/10
1990	10/10
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1993	10/10
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2007	10/10
2008	10/10
2009	10/10
2010	10/10
2011	10/10
2012	10/10
2013	10/10
2014	10/10
2015	10/10
2016	10/10
2017	10/10
2018	10/10
2019	10/10
2020	10/10

EXHIBIT "C" TO MASTER DEED

WOODRIDGE PLACE

RESTRICTIONS, RESERVATIONS AND COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS, that Benton Charter Township is the Developer of all the Units and parcels of land in "WOODRIDGE PLACE", as recorded in Liber 148, Page 1, being a Site Condominium in part of Section 7, Township 4 South, Range 18 West, Benton Charter Township, Berrien County, Michigan, a Michigan municipal corporation, whose address is 1725 Territorial Road, Benton Harbor, Michigan 49022 (hereinafter sometimes referred to as the "Township", HEREBY CERTIFIES, COVENANTS and DECLARES that said lands and premises, and any and all Units or parcels of land therein contained, shall henceforth be subject to the following restrictions, reservations and covenants:

ARTICLE 1: DEFINITIONS

1.1 Accessory Building. A subordinate Building or portion of a principal Building, the use of which is incidental to that of the principal Building on a Unit.

1.2 Basement. That portion of the interior area of a Building having its floor area below grade and having more than half its floor-to-ceiling height below grade. For purposes hereof, grade shall be the average level of the ground contiguous to the Building front.

1.3 Building. Any structure having a roof, supported by columns or by walls or other means, or other structure intended or used for the shelter, housing, or enclosure of any person(s).

1.4 Dwelling. A single-family residential Building, not including rooming houses, mobile homes or trailers.

1.5 Developer. Benton Charter Township, Berrien County, Michigan, is the Developer of Woodridge Place.

1.6 Structure. Any stationary object erected, constructed or placed on a Unit or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate Structure.

1.7 Unit. Any plot of ground designated as such upon the recorded Site Plan of this Site Condominium or upon a recorded Site Plan, if any of the additional tract or any part thereof that is annexed, and upon

which one (1) Building is constructed, is to be constructed or has existed. When Unit is used it shall be deemed to include the Building, if any, located thereon.

1.8 Unit Owner. A person, firm, corporation, partnership, limited liability company, association, trust or other legal entity, or any combination thereof, which owns the fee simple title to a Unit.

ARTICLE 2: DESIGN GUIDELINES

2.1 One Dwelling Per Unit. No buildings or other structure shall be erected, altered or placed on any Unit or parcel except one single-family Dwelling, a garage, an allowed Accessory Building, and allowed landscaping. No Building shall be placed on less than one complete Unit as shown on the Site Plan of this Site Condominium.

2.2 Building Size Requirements. No Building shall be erected on any Unit having a ground floor area, exclusive of Basements, garages, verandas, open porches (not having exterior walls), breezeways, and patios, of less than 1200 square feet for a one-story Building nor having less than 1400 square feet of living space above ground for a Building of more than one story, excluding living space over attached garages.

2.3 All Buildings shall conform to the requirements of the Benton Charter Township Building and Zoning Codes and Ordinances.

2.4 Accessory Building. An Accessory Building not to exceed 120 square feet will be permitted to be constructed provided approval for construction and placement of the Accessory Building is received by the Unit Owner pursuant to the paragraph entitled "Design Control Committee". The design and construction materials for the Accessory Building shall be consistent with the design of the Building, and the Accessory Building shall not unreasonably impede the view of any neighboring Unit Owner.

ARTICLE 3: DESIGN CONTROL COMMITTEE

3.1 Design Control Committee - Creation. The initial Design Control Committee is composed of two representatives each from Benton Charter Township, the Southwestern Michigan Homebuilders Association, and Cornerstone Alliance.

3.2 Term of Existence: Said committee shall remain in existence until the Design Control Committee delegates its approval rights as provided in the paragraph 3.4(B) herein. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor.

3.3 Committee Enforcement Powers. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any Structure or part thereof erected or maintained in violation hereof, is hereby granted to the Developer, Design Control Committee and/or to the Unit Owners in this Site Condominium and to their heirs and assigns. In any proceeding arising because of failure of a Unit Owner and/or builder to comply with any provision of these Restrictions then the Developer, Design Control Committee or Unit Owner bringing the action shall be entitled to recover reasonable attorneys' fees, court costs and expenses incurred in connection with such default or failure.

3.4 Design Control Committee - Authority. All structures, buildings, development changes, alterations or improvements of any sort shall be subject to the approval of the Design Control Committee as provided below, and further subject to the following requirements:

(A) Submission of Plans. Without the approval of the Design Control Committee, no Unit Owner will take any of the following actions on a Unit: construct or begin to construct a Dwelling, Structure, Building or Accessory Building; undertake any development; or make any alteration or improvement of any sort. The actions that cannot be taken without the approval of the Design Control Committee include but are not limited to the following: constructing any residence, porch, gazebo, garage, pool, deck, patio, driveway, mailbox, fence, wall, dog kennel, or any Accessory Building; planting any landscaping; altering the natural state of any Unit; and felling any trees on a Unit.

In order to obtain the approval of the Design Control Committee the Unit Owner shall provide the Design Control Committee with detailed written plans and specifications showing the improvement, where it is to be located and the name of the proposed contractor or party taking the action requiring approval. The Design Control Committee shall approve or disapprove the requested action at the Committee's sole discretion. The Committee's decision shall be provided in writing to the Unit Owner. In the event the committee or its designated representative fails to approve or disapprove the submitted plans within the thirty (30) day time period, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relative covenants on Committee approval shall be deemed to have been fully complied with.

The Design Control Committee shall have the right to refuse any plan, Building, Structure, specification, or location, which is not suitable or desirable in the subjective opinion of the Design Control Committee. Without in any way limiting the full discretion of the Design Control Committee, it is noted the Design Control Committee may consider, among other factors, aesthetic factors including design, appearance and color; the size of the Building or Structure, value, harmony with other improvements and the surroundings, quality of construction, location, type of materials utilized, impact on the views of neighbors and the public, and maintaining this Site Condominium as an attractive residential community in Benton Charter Township. So long as the Design Control Committee's decision is made in good faith, the Design Control Committee shall not be liable for any damages, injunctive relief or other recovery in favor of any Unit Owner.

(B) The Design Control Committee may relinquish its approval rights or may delegate the approval rights to the Condominium Association upon the sale of seventy five percent (75%) of the Units. Not later than when the last Unit sells in this Site Condominium, it shall be the duty of the Developer to assign the approval rights of the Design Control Committee under these restrictions, including this paragraph, to the Condominium Association. Upon the sale of the last Unit, an assignment of the approval rights shall occur automatically.

(C) Approval of Exterior Finish Materials. The Design Control Committee has approval rights over the exterior finish materials used on any Dwelling, Building, Structure or Accessory Building.

(D) Landscape Plan. The Unit Owner will also submit a detailed landscaping plan to the Design Control Committee including the areas of

seeding or sod, for the Design Control Committee review and approval. The Design Control Committee shall have the right to refuse any such plan, which is not suitable in the subjective opinion of the Design Control Committee. Without in any way limiting the full discretion of the Design Control Committee, it is noted the Design Control Committee may consider the factors for review enumerated in the subsection entitled "Submission of Plans" above, along with the plantings detailed in the plan. No trees in excess of 4" caliper shall be removed (outside the building envelope) without written approval of the Design Control Committee.

(E) Site Control. Building location on the Unit is to be in accordance and compliance with all applicable governmental laws including but not limited to Benton Charter Township building and zoning codes and ordinances. It is a goal of the Design committee to attempt to stagger, where practical and appropriate, the dwelling set backs so that the maximum amount of view will be available to each Dwelling and that the Building and Structures will be located with regard to the ecological constraints and topography of each individual unit, taking into consideration the elevations of each Unit, the location of large trees and similar considerations.

ARTICLE 4: RESTRICTIONS

4.1 Residential Use. All Units shall be used and occupied for single-family residence purposes only, and shall not be used and occupied for any other purposes.

4.2 Allowed Dwellings. Only permanent residences constructed according to these Restrictions shall be used for dwelling purposes. No trailer, mobile home, motor home, house trailer, tent, or garage, whether temporary or permanent, shall be used for dwelling purposes on any Unit in said Site Plan, nor shall any structure of a temporary character be used as a residence thereon. Only site built residences shall be allowed on lots 1 through 52 and on lot 67.

4.3 Removal of Temporary Structures. Any trailer, tent, garage or temporary structure erected or used by builders or others incident to the erection, alteration or repair of any Building in said Site Condominium shall be promptly removed after such Building work has been completed.

4.4 Construction Time Limit. Construction, including but not limited to the building foundation, must commence within six (6) months from the date of purchase of the Unit if the unit is purchased before May 1, 2003. In the event the unit is purchased after May 1, 2003, construction, including but not limited to the building foundation, must commence within ninety (90) days from the date of purchase of the Unit. The construction of each Building must be completed on the outside or exterior thereof within nine (9) months from date construction is commenced, and all workmanship shall be done in a first-class workmanlike manner; further, no home incomplete as to exterior shall be occupied nor shall the same be used for a temporary or permanent residence.

4.5 Failure to Abide by Construction Time Limits. Failure of the Unit Owner to abide by the construction timelines as set forth in paragraph 4.4 shall subject the Unit Owner to a penalty of Fifty Dollars (\$50.00) per day. Such penalty shall be enforceable as provided in paragraph 5.18 herein.

4.6 Sale of Unit Restriction. The original purchaser of a unit may not sell, convey, or transfer in any manner, the unit to any person or

entity without first completing construction of the dwelling and receiving a certificate of occupancy from the Township. In the event the original purchaser desires to sell the unit previously purchased prior to completion of the dwelling and receipt of the occupancy permit, the original Developer may offer to the Township a warranty deed transferring to the Township all rights to such unit in return for the original purchase price.

4.7 Construction Restrictions: Exterior Elevation: Intent of design is to provide visual interest and an "upscale" look, within the homes price and budget. Homes must have front porch or other architectural detailing on front elevation, roofline minimum pitch of 6/12, The roof line shall be broken by the garage and the garage shall either have a dormer appearance or if a side entry, shall have dormers in the roof line.

(a) Exterior Finishes - Approved materials are:

(i) Siding-Vertical, horizontal or fish scale siding, of wood, composite wood or vinyl may be used. Stone, cementitious materials, brick and any combination thereof may be submitted for review and approval of the Design Control Committee.

(ii) Exposed Foundations (in excess of 1 foot above final grade) must be concealed from view on the front elevation by either landscaping or decorative trim.

(iii) Garages and Accessory Buildings - All garages and accessory buildings shall have an exterior construction to blend with the design of the single-family Dwelling.

(iv) Roofing - Shingles may be asphalt, fiberglass, wood or metal standing seam and should be compatible with the architectural style. No rolled roofing shall be applied as an external roofing surface.

(v) Louvers and Shutters may be wood or vinyl, functional or non-functional.

(vii) Windows - May be of aluminum or vinyl-clad wood, vinyl, fiberglass, or any other energy efficient material. Mill finish aluminum is not acceptable.

(viii) Door and Window Treatment - Window and door pediments, trim, lintels or sills will be selected to match the house style.

(ix) Fascia, Soffits - Maybe either wood, aluminum or vinyl.

(x) Fencing (Public and Private) - Fences should not be more than 32" high in the front yards from the front property line to the front wall of the structure (the public area). The area from the front wall to the rear of the property is defined as the "private area". Privacy fences will be allowed in the private areas and may be constructed to a height of 60 inches. Chain link or other wire fencing may not be used on the unit, except the rear fence line of the unit may be chain link or other wire fence.

(xi) No above ground pools shall be allowed.

(b.) Landscaping

(i) Minimum Requirements - Front yards shall have at least one tree of a minimum of 2 1/2" Caliper (Option - provide two trees at 1 1/2" Caliper) Existing non-invasive trees may be preserved on the lot to meet this requirement.

(ii) Lots must be seeded or sodded.

(iii) Front elevations require landscaping to conceal foundations and enhance the appearance of the home.

4.8 Restrictions on Care and Use of Unit. Unit Owners shall observe the following requirements in using their Units:

(a) Once a Building has been constructed, but in no event later than nine (9) months after the date construction or groundbreaking is commenced, the Unit shall be landscaped in a first-class manner with the landscaping approved by the Design Control Committee as required in the paragraph entitled "Design Control Committee". Thereafter, the Building, all other improvements and the landscaping shall be maintained in first-class condition.

(b) No Unit shall be used as a dumping ground for rubbish. Trash, garbage and other waste shall not be allowed to accumulate and must be kept in sanitary containers not habitually exposed to the view of a neighbor or the public.

(c) No use of any wooded area on any Unit shall be made in a manner that would unreasonably annoy or be a nuisance to the neighbors. Stumps and felled trees and limbs may not be taken from any high ground and deposited into the surrounding ravine.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit, except that, in reasonably small numbers, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and further provided that any such pet shall not be allowed to roam at large in this Site Condominium, nor to unreasonably annoy neighbors in any way, including barking or other noises.

(e) No farming (other than a normal residential garden) will be permitted.

(f) No hunting or target practice with dangerous weapons or firearms will be allowed.

(g) All driveways from the street to the garage will be paved with a hard surface such as asphalt, cement or brick.

(h) All public utility services on any Units, including but not limited to electric, gas and telephone service, and cable television, shall be located underground and shall not be visible.

(i) No concrete block, no broken concrete or previously used construction materials may be allowed to remain on the Unit. Structures shall be constructed of new first-quality materials and in the event any large stone is sought to be used such stone shall be of a consistent nature of landscape quality composed of materials not previously used for any construction purpose.

(j) During construction builders are responsible for any and all erosion control plus maintaining curbing, normal wear and tear excepted, along their Unit lines for appearance and structural damage. All sidewalks damaged by construction activity must be repaired by building permit holder.

4.9 Restriction on Parking Certain Vehicles, Trailers and Boats. No commercial vehicle, recreational vehicle, boat, motor home, snowmobile, or trailer of any kind, whether the same be house trailer, or trailer coach, traveling trailer, camping trailer, boat trailer or any other type of trailer shall be parked, or permitted to remain on any of the Units or parcels for a period in excess of five (5) days unless it is kept within an enclosed garage. The term "commercial vehicle" shall include all trucks over one and one-half (1.5) ton.

4.10 Nuisances Prohibited. Units shall not be used for any purpose which has been declared a nuisance in any court of record, or which may be noxious or offensive by reason of noise or the emission of odor, smoke, or gas, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.11 Drainage. No roadway or drainage ditches shall be altered or allowed to fill so as to impede the flow of storm water. Culverts of adequate size shall be installed where necessary so as not to impede the flow of storm water. Should a property Unit Owner cause or be responsible for causing conditions which do impede the flow of storm water and fails to correct said conditions upon request, the Developer, the Association of Unit Owners or any governing authority including the Berrien County Drain Commission shall have the right to take the necessary corrective action and may assess the costs thereof to the responsible Unit Owner or Unit Owners of record.

4.12 Snow Removal. No Unit Owner shall damage another Unit Owner's landscaping or commonly owned landscaping within the right of way of a Site Condominium roadway or Site Condominium easement area in the process of snow removal nor unreasonably cause snow or ice to be piled on another's Unit or within the right of way of a Site Condominium roadway by reason of snow removal.

4.13 Limitation on Business Activities. No Unit Owner shall allow a Unit or Dwelling to be utilized for any gainful occupation or profession, or other nonresidential use, except for a home occupation as permitted by Benton Charter Township Ordinances.

4.14 No Burning. No Unit Owner shall allow a Unit to be utilized for outdoor burning of refuse, wood or leaves.

4.15 Animal Restrictions. No Unit Owner shall allow any undomesticated animal nor any other animal having unusually vicious propensities to be kept or maintained in a Unit in this Site Condominium.

4.16 Plant Restrictions. No Unit Owner shall allow any plants, seeds or other things or condition harboring or breeding infectious plant diseases or noxious insects to be kept or maintained on a Unit.

4.17 Promotion Rights of Developer. Notwithstanding any of the provisions or restrictions contained herein, the Unit Owners, and their heirs, representatives, and assigns, by their acceptance of an interest in a Unit, shall be deemed to have covenanted as follows:

The Developer or Developer's successors and assigns shall have the right to construct signage, lighting and landscaping on either or both sides of the street at the entrances to this Site Condominium. The signage, lighting, and landscaping installed by Developer or Developer's successors and assigns may be maintained, redesigned, remodeled, or discontinued as the Developer or Developer's successor and assigns deems advisable. Developer and Developer's successors and assigns reserve the right to construct signs as the Developer desires, consistent with any governing ordinance, in order to foster the promotion of this Site Condominium and the sales of Units and Structures within this Site Condominium.

4.18 Government Restrictions. Unit Owners shall comply with all applicable governmental laws including but not limited to the Benton Charter Township Building and Zoning Codes and Ordinances.

4.19 Enforcement of Restrictions. If any Unit Owner in this Site Condominium shall violate any provision of these Restrictions, Reservations and Covenants, it shall be lawful for the Developer, Condominium Association or any Unit Owner at any time to prosecute any proceeding in a court of competent jurisdiction against the person or persons violating or attempting to violate any such provision and to prevent such person from doing so, and to recover damages and costs, including reasonable attorney fees. Any act, or event in violation of these Restrictions, Reservations and Covenants shall be deemed to be the responsibility of the then current Unit Owner. Said Unit Owner shall be responsible for the termination or removal of the offending item(s) or condition(s). The Developer has no liability, obligation or responsibility to enforce the Restrictions, Reservations and Covenants, or any part thereof.

ARTICLE 5: EASEMENTS

5.1 Easements. Developer hereby declares, grants and reserves the following easements to run with the land for the benefit of each and all of the Unit Owners, Units, parcels and lands located in this Site Condominium, their heirs, executors, administrators, personal representatives and assigns:

A. Easements for utility and drainage use as are detailed on the recorded Subdivision Plan of this Site Condominium.

5.2 No Interference With Easements. No fence, garage, barn, shack, shed, portable Building, Structure, or other improvement shall be maintained within the easements (including utility and drainage easements) within this Site Condominium that would impede or interfere with the proper use of the easement.

ARTICLE 6: GENERAL PROVISIONS

6.1 Duration of Restrictions. These Restrictions, Reservations and Covenants, and each of them, shall run with the land and be binding upon the parties hereto, and upon all persons claiming through or under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless at any time the Unit Owners of a majority of the total number of said Units agree to modify, change or terminate said covenants, conditions and restrictions

in whole or in part. All rights in favor of the Developer created under these Restrictions, Reservations and Covenants shall inure to the benefit of the Developer's assigns, successors or representatives.

6.2 Retained Right of Developer to Amend. Notwithstanding any other provisions contained in these Restrictions, Reservations and Covenants to the contrary, the Developer reserves the right to alter, delete completely or add new provisions without the approval of any other Unit Owners in this Site Condominium at any time, without notice to any other Unit Owners, until such time as all Units owned by Developer have been sold and the sales have been closed.

6.3 Severability of Provisions. Invalidation of any one of these Restrictions, Reservations and Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. No failure on the part of the parties hereto, their heirs, personal representatives, successors or assigns, nor on the part of any Unit Owner from time to time to enforce any of the Restrictions, Reservations and Covenants herein contained at the time of a violation thereof shall be deemed a waiver of the right to do so thereafter, nor shall such failure be deemed to waive subsequent violations thereof.

EXHIBIT "D" TO MASTER DEED

AFFIDAVIT OF MAILING AS TO NOTICES REQUIRED BY SECTION 71
OF THE MICHIGAN CONDOMINIUM ACT

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

I, Carolyn Phillips, Clerk of Benton Charter Township, being duly sworn, states that on December 19, 2002, I served the Notice of the proposed Woodridge Place Condominium as required by Section 71 of the Michigan Condominium Act upon the following entities at the addresses as indicated by United States First Class mail and with postage fully prepaid:

Berrien County Road Commission
2860 E. Napier Avenue
P.O. Box 768
Benton Harbor, Michigan 49022

Berrien County Drain Commission
Berrien County Administration Center
701 Main Street
St. Joseph Michigan 49085

Benton Charter Township
1725 Territorial Road
Benton Harbor, Michigan 49022

Michigan Department of Community Health
Sixth Floor, Lewis Cass Building
220 South Walnut Street
Lansing, Michigan 48913

Michigan Department of Environmental Quality
Environmental Health Section, Water Division
P.O. Box 30630
Lansing, Michigan 48909-8130

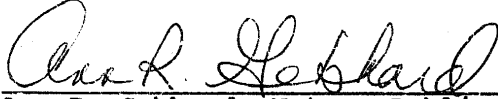
Michigan Department of Transportation
Design Support Services
Transportation Building
P.O. Box 30050
Lansing, Michigan 48909

Michigan Department of Consumer and Industry Services
525 West Ottawa, P.O. Box 30004
Lansing, Michigan 48909

Dated January 21, 2003.


Carolyn Phillips, Clerk/
Benton Charter Township

Subscribed and sworn to before me on January 21, 2003.


Ann R. Gebhard, Notary Public
Berrien County, Michigan
My commission expires: 03/29/05

Prepared By:

Donald D. Dettman (P26766)
Burch, Dettman, Eanyon & Ford
1211 E. Napier Avenue
Benton Harbor, MI 49022
(616) 926-6135