

PURCHASER'S INFORMATION BOOKLET

FOR

WILDWOOD SPRINGS

A 66-Unit Site Condominium Development

Located in

Canton Township, Michigan

DISCLOSURE STATEMENT

FOR

WILDWOOD SPRINGS

Canton Township, Michigan

WILDWOOD SPRINGS is a residential condominium of sixty-six (66) units located in Canton Township, Wayne County, Michigan. Each unit comprises the site for construction and maintenance of a single-family home with attached garage.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYER'S HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS, AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

Developer: J.C. BUILDING CORP. II,  
a Michigan corporation  
4204 Martin, Suite A  
Walled Lake, Michigan 48390

Effective Date: February 20, 1995

TABLE OF CONTENTS

	<u>Page</u>
I. Introduction.....	1
II. The Condominium Concept.....	1
III. Description of the Condominium Project.....	2
IV. Legal Documentation.....	4
V. The Developer and Other Service Organizations...	5
A. Developer's Background Experience.....	5
B. Legal Proceedings Involving the Condominium Project or the Developer.....	5
C. Real Estate Broker and Builders.....	5
VI. Operation and Management of the Condominium.....	5
A. The Condominium Association.....	5
B. Condominium Association Management Contracts.....	6
C. Project Finances.....	6
D. Insurance.....	7
E. Restrictions on Ownership, Occupancy and Use.....	8
F. Easements Retained By Developer.....	8
VII. Rights and Obligations Between Developer and Unit Owners.....	9
A. Before Closing.....	9
B. At Closing.....	9
C. After Closing.....	10
VIII. Local Government, Taxes and Utility Services....	10
A. Local Government.....	10
B. Real Property Taxes.....	10
C. Building Inspections.....	10
D. Utilities.....	10
IX. "MUST BE BUILT".....	10
X. Purpose of Disclosure Statement.....	11
Exhibit "A" - Wildwood Springs Association Initial Budget - 66 Units.....	12

DISCLOSURE STATEMENT  
FOR  
WILDWOOD SPRINGS

I. Introduction

Under Michigan Law, the Developer of a condominium project must fairly and accurately disclose to prospective purchasers the characteristics of the condominium units it offers for sale. This required disclosure is made by furnishing each purchaser with a Disclosure Statement summarizing the significant features of the development along with copies of the legal documents required to create and operate the condominium. In this document, J.C. Building Corp. II, a Michigan corporation and the Developer of Wildwood Springs (the "Condominium Project"), presents its Disclosure Statement for the Condominium Project. This Statement and the legal documents referred to above, constitutes the only authorized description of Wildwood Springs. Neither Developer's sales agents nor any other representatives of Developer are permitted to modify the terms contained in the legal documents or the descriptions provided in this Statement.

II. The Condominium Concept

"Condominium" is a form of property ownership. A condominium unit has the same legal attributes as any other form of real estate under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents. Creation of a condominium project occurs pursuant to state statute. Wildwood Springs is established and governed under Michigan Act 59 of 1978, as amended (the "Condominium Act"). A condominium project is established by recording a Master Deed in the offices of the Register of Deeds for the county in which the condominium project is located.

Each owner of a condominium unit in Wildwood Springs owns the area comprising his unit to the extent shown in the Condominium Subdivision Plan recorded as Exhibit B to the Master Deed. As an owner of a condominium unit in Wildwood Springs, each such owner is one of a number of mutual owners of common facilities ("common elements") which service his and other units. Each purchaser of a condominium unit receives an individual deed to his unit. The unit and the common elements (which are legally inseparable from the unit) are described generally in the Master Deed, and the unit boundaries are shown in the Condominium Subdivision Plan recorded with the Master Deed, subject to such modification or correction as is permitted by statute and by the condominium documents. All portions of the Project not included in the units constitute the common elements and are owned by all unit owners in undivided proportions equal to the percentages of value attributable to each unit as described in the Master Deed. Limited common elements, are those common elements that are set aside for the use of less than all unit owners. Except as described below on page 4 in the Description of the Condominium Project, the electrical transformers

located within the Project comprise the only limited common elements.

The legal relationships between owners of condominium units require that certain restrictions and obligations be imposed on each unit owner for the mutual benefit of all owners. Such restrictions and obligations are contained in the Condominium Bylaws that are recorded as part of the Master Deed. All of the condominium documents are prepared with the objective of allowing each unit owner a maximum amount of individual freedom and discretion without allowing any one unit owner to infringe upon the rights and interests of the group at large. All unit owners and residents must be familiar with and abide by such documents if a condominium project is to be an enjoyable place to live.

The management and administration of a condominium project is the responsibility of the condominium association, which is a non-profit corporation of which all owners automatically are members. One of the main tasks of the Board of Directors of any condominium association is to enforce the provision requiring each unit owner to pay monthly assessments to the association to meet expenses of administration of the Project. Pursuant to provisions of Michigan law and the condominium documents, such assessments constitute a lien against each owner's unit, and if an owner fails to pay the monthly assessments attributable to his unit, the Board of Directors may cause the lien to be foreclosed. The Board of Directors is also obligated to enforce the other provisions of the condominium documents and is given broad remedial rights in the event such provisions are violated, including the right to sue for money damages and for injunctive relief.

The foregoing is a general statement of the operational characteristics of Wildwood Springs and is common to most residential condominium projects. Each purchaser is urged to carefully review all of the documents contained in the Wildwood Springs Purchaser Information Booklet as well as any other documents that have been delivered to the purchaser in connection with this document. Any purchaser with questions pertaining to the legal aspects of the Project is advised to consult with his own lawyer or other professional advisor.

### III. Description of the Condominium Project.

Wildwood Springs is a residential condominium project established by the recording of a Master Deed in the office of the Wayne County Register of Deeds. The project includes sixty-six (66) units defined by vertical and horizontal boundaries shown in the Condominium Subdivision Plan attached as Exhibit B to the Master Deed, an access road, a storm drainage system and detention areas, a landscaped entrance area from Lotz Road, and other common facilities on the land committed to the project under the Master Deed.

If the Developer conveys title to a unit in the Condominium Project to a home buyer, Developer will have first obtained a temporary or final certificate of occupancy from Canton Township for a single family residence (including attached garage) constructed by Developer within the boundaries of the unit according to plans and specifications incorporated into the Purchase Agreement between the home buyer and the Developer. Developer may elect to provide for the sale of construction of residences or such units by entering into agreements with one or more other licensed residential builders, who may or may not be affiliated with Developer. Such agreements with other builders may include some or all of the units in the Condominium Project. Whether constructed by the Developer or some other licensed builder, all residences constructed within the Project must comply with the building standards established by Canton Township and the standards contained in the Condominium Bylaws recorded with the Master Deed.

The legal description of Wildwood Springs in Article II of the Master Deed indicates the land comprising the Project is subject to the rights of the public in the rights of way for Lotz Road, which is under the jurisdiction of Canton Township, and Interstate I-275, which is under the jurisdiction of the State of Michigan. The boundary of the right of way for Lotz Road is shown as a dotted line along the eastern edge of the Project on the Survey Plan comprising Sheet No. 2 of the Condominium Subdivision Plan (Exhibit B to the Master Deed). The right of way for I-275 borders the northernmost part of the Project on the west. Although the Lotz Road and I-275 rights of way comprise part of the land designated as general common elements of the Condominium, no improvement may be constructed upon any part of the rights of way. The rights of way will be maintained as lawn areas, except to the extent that portions of those areas are respectively used by Canton Township or the State of Michigan to widen Lotz Road or I-275.

Although the Developer has agreed to dedicate certain utility conduits as shown on the Condominium Subdivision Plan to Canton Township, the main access road, the entrance area bordering Lotz Road, the storm water detention areas and many of the utility conduits within the Project will be private (not dedicated to any governmental entity). The cost of maintenance, upkeep, repair and replacement of the access road, entrance area, and storm water detention areas must be borne by the owners of the units in the Project through the Wildwood Springs Association. The cost of maintaining the rights of way areas described above will also be borne by the unit owners through the Association.

Pursuant to the First Amendment to Master Deed, the Developer has reserved the right to enter into an agreement with the Michigan Department of Transportation ("MDOT") for the construction and maintenance of a wooden stockade screening fence within the I-275 right-of-way adjacent to a portion of the Condominium; generally the area west of Units 26 through 32. The agreement, which will

also bind the Association, will provide a license from MDOT for the continued use of the fence for the benefit of the Condominium. MDOT may revoke the license at any time and require that the fence be removed.

The First Amendment to the Master Deed designates the screening fence as a general common element to be maintained at the expense of the Condominium Association. Unless otherwise provided at the election of the Association, the portions of the right-of-way between the fence and any Unit in the Condominium are to be maintained by the owner of that Unit. To the extent any right of use in such areas is permitted by the license from MDOT, the areas shall be treated as a Limited Common Elements of the adjoining Unit.

#### IV. Legal Documentation.

Wildwood Springs was established as a condominium project pursuant to a Master Deed recorded in the Office of the Wayne County Register of Deeds as set forth in the Purchaser Information Booklet. The Master Deed contains Exhibit A, the Condominium Bylaws, and Exhibit B, the Condominium Subdivision Plan, a survey establishing the physical relations and locations of each of the units in the Project, together with the depiction of utility locations and common elements. The Condominium Subdivision Plan also depicts the pre-development flood plain boundaries within the Project on the Survey Plan (Sheet No. 2) and the planned flood plain boundaries and planned unit finished grade elevations on the Flood Plain Plan (Sheet No. 8).

The Condominium Master Deed contains a definition of terms used within the Condominium Documents, the percentage of value assigned to each unit in the Condominium Project, and a description of the general common elements constituting the Project and such limited common elements as are assigned therein or may subsequently be assigned to one or more units to the exclusion of other units. In Article VIII, the Master Deed gives Developer certain rights to amend the Condominium Documents. The percentage value of each unit is equal, as established in the Master Deed.

The Condominium Bylaws contain provisions relating to the operations and management of the Condominium Project and, in particular, set forth in Article II the provisions relating to both regular and special assessment of the members to pay the costs of operating the Condominium Project. Certain restrictions upon the ownership, occupancy and use of the Condominium Project are listed in Article VI. The Condominium Bylaws also comprise the corporate bylaws of Wildwood Springs Association.

As indicated in the Description of the Condominium Project provided above, the Master Deed has been amended by the recording of a First Amendment to Master Deed to provide for the construction

and maintenance of a screening fence within the I-275 right-of-way along a portion of the western boundary of the Project.

#### V. The Developer and Other Service Organizations

A. Developer's Background Experience. The Developer of Wildwood Springs is J.C. Building Corp. II, a Michigan corporation, whose address is 4204 Martin Road, Suite A, Walled Lake, Michigan 48390. The officers and shareholders of J.C. Building Corp. II are Craig N. Hills and John Weller, Jr. J.C. Building Corp. II has been involved in the development of single family subdivisions, primarily in Oakland County, Michigan.

Craig N. Hills has been a licensed residential builder engaged in building homes since 1978. He has participated in the development of a number of residential condominium projects, including Emerald Pines, a 66-unit condominium project in Commerce Township; Harbor Oaks Condominiums, a Waterford Township condominium project; and Milford's Hidden Valley, a Milford Township condominium.

John Weller has been involved in the building industry for more than 20 years. His experience in condominium development includes participation in the development of Toft-in-the-Hills, a 15-unit Bloomfield Township condominium project and Harbor Oaks Condominium. Both John Weller and Craig Hills have been involved in the development of single family residential subdivisions.

B. Legal Proceedings Involving the Condominium Project of Developer. The Developer is not aware of any legal proceedings involving the Condominium Project of the Developer.

C. Real Estate Brokers and Builders. Developer has not retained an outside real estate broker to assist it in the sale of units, but intends to market units through agreements with one or more licensed builders.

#### VI. Operation and Management of the Condominium Project

A. The Condominium Association. The Condominium will be maintained and administered by the Wildwood Springs Association, which has been incorporated by the Developer as a non-profit corporation under Michigan law. The Association is governed by its Board of Directors whose initial members are designees of the Developer and who are empowered to serve pursuant to the provisions of the Condominium Bylaws until the First Annual Meeting.

An Advisory Committee of unit owners must be established for the purpose of facilitating communications between the initial Board of Directors and the non-developer unit owners. Establishment of the Advisory Committee shall be in accordance with the provisions of Article X of the Condominium Bylaws.



At the First Annual Meeting of members of the Association, the unit owners other than the Developer will elect three (3) Directors, in accordance with the provisions of the Condominium Bylaws, and the Directors in turn shall elect officers for the Association.

Each unit owner (including the Developer) is a member of the Association and entitled to vote at meetings of the Association in accordance with the provisions of Article I of the Condominium Bylaws. The Board of Directors shall be established in accordance with the provisions of Article XI of the Condominium Bylaws (which include the corporate bylaws of the Association).

B. Condominium Association Management Contracts. The Condominium Bylaws do not require that the Association at all times employ a professional management agent to manage the affairs of the Condominium and Developer has not at this date caused the Association to retain a professional management agent for that purpose. The Condominium Bylaws provide that any contract entered into by the Association prior to the First Annual Meeting shall, by its terms, be subject to unilateral termination by the Association within ninety (90) days after the First Annual Meeting.

C. Project Finances. Article II of the Condominium Bylaws establishes the means by which the Board of Directors must annually adopt a budget for the operation of the Project. The initial budget has been formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of the administration of the Project and to include a reserve for future replacement of major structural and other components of the Project. Inasmuch as the budget must necessarily be prepared before commencement of operation of the Project as a condominium, it reflects estimates of expenses by the Developer based in part on quotations, in part on expenses by the Developer and in part on the estimates of parties other than the Developer. To the extent the cost of goods and services needed to service the condominium Project increases in the future, the budget and the expenses of the Association will also require upward revision. Such revision is intended generally to occur only in connection with the annual adoption of a budget by the Association's Board of Directors.

The current budget of the Association has been attached to the end of this Disclosure Statement as Exhibit "A."

Each owner of a unit included within the Project must contribute to the Association in proportion to the percentage of value assigned to his unit in the Master Deed, and the Association's Board of Directors is authorized to assess to each unit owner his proportionate share of the Association budget. The Master Deed has allocated an equal percentage of value to each unit. The Board of Directors may also impose special assessments in accordance with the provisions of Article II, Section 2(b) of the Condominium

Bylaws. It is not anticipated that there will be any special assessments levied during the development and sales period.

Until the First Annual Meeting of members, the Developer, although a member of the Association, is not required to pay Association assessments; rather, the Developer must contribute only its proportionate share of the Association's expenses actually incurred, as described in Article II, Section 7 of the Condominium Bylaws. Subsequent to the First Annual Meeting of members, the Developer must contribute to the Association a proportionate share for those completed units owned by it.

Each purchaser is advised of the possible liability of each unit owner under Section 58 of the Condominium Act for unpaid assessments on units subject to first mortgage foreclosure. If the holder of a first mortgage or other purchaser of a condominium unit obtains title to the unit through foreclosure of the mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments that are chargeable against the unit and that became due prior to the foreclosure. These unpaid assessments are common expenses which are collectible from all unit owners, including the holder of the first mortgage who has obtained title to the unit through foreclosure.

In general, the provisions which are relative to the operation and fiscal management of the Condominium Project and of the Association are more particularly set forth in Articles II, VII and IX of the Condominium Bylaws, which include the Association's corporate bylaws.

D. Insurance. The condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and worker's compensation insurance, if applicable, with respect to all of the common elements of the Project. The insurance policies carried by the Association have deductible clauses for damage to the common elements per occurrence and, to the extent thereof, losses will be borne by the Association.

The Board of Directors is responsible for obtaining insurance coverage for the Association. Each unit owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association's insurance policies are available for inspection during normal working hours.

Each unit owner is responsible for obtaining insurance coverage with respect to this unit and the residence and any other improvements constructed therein as indicated in Article IV, Section 3 of the Condominium Bylaws, and for liability for injury within his unit and the structures therein.

E. Restrictions on Ownership, Occupancy and Use. Article VI of the Condominium Bylaws sets forth restrictions on the ownership, occupancy and use of a unit in the Condominium Project. It is not possible to accurately and completely characterize all of the restrictions and each prospective purchaser should review the restrictions in their entirety to ascertain whether their operation will interfere with his prospective use of the Condominium Project; however the following are certain of the more significant restrictions.

Single Family Use. Units are to be used for single-family residential purposes.

Leases. No unit owner may lease his unit for less than an initial term of six (6) months without the approval of the Association.

Pets. Each unit owner may keep two dogs and two cats, or other domestic pets. Other than as set forth above, no animals may be kept by a unit owner without the prior written consent of the Association's Board of Directors.

Physical Changes; Use. There are substantial limitations on physical changes that may be made to improvements within the units and to the common elements. Changes in the exterior appearance or structure of any house or any other improvements located within the boundaries of a unit must be approved in advance in writing by the Developer, in accordance with Article VI, Section 3 of the Bylaws. Improvements, such as decks and swimming pools, within a unit must be approved in advance by the Developer. The Condominium Bylaws also impose substantial limitations on the use of the common elements and units.

Rules and Regulations. Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements without vote of the unit owners.

None of the restrictions apply to the commercial activities or signs of the Developer and Developer is also not subject to all of the restrictions upon the lease of any of the units owned by it.

F. Easements Retained by the Developer and the Condominium Association. Under Article Vii, Sections 2 and 3 of the Master Deed, the Developer and the Association have the right to grant easements to appropriate government agencies and public utility companies for installation and maintenance of utility services. The Developer has the right to dedicate utilities to state, local or county governments. Article VI, Section 15 of the Master Deed permits the maintenance by the Developer and its successors, agents and assigns of offices, model units, reasonable parking, storage areas and other facilities at the Condominium Project to the extent they are deemed necessary by the Developer to facilitate the

development and sale of the Project. The Developer has also retained a right to reasonable access over the Project for the purpose of developing and selling the Project.

## VII. Rights and Obligations Between Developer and Unit Owners

A. Before Closing. The respective obligations of the Developer (or any licensed builder purchasing a Unit for resale) and the purchasers of a Condominium Unit in the Project prior to closing are set forth in the Purchase Agreement and the Escrow Agreement. Both of those documents should be closely examined by all purchasers in order to ascertain the disposition of purchaser's earnest money deposits at the time of closing, anticipated closing adjustments, and the obligations of seller and purchaser generally. All earnest money deposits paid by purchaser will be placed in escrow with Fidelity National Title Insurance Company of New York to be held in accordance with the terms of the Escrow Agreement. Any interest earned on such funds shall be paid to Developer (or the licensed builder/seller of the Unit) upon the release of the funds from escrow. The Escrow Agreement provides that:

(i) Escrowed funds are to be returned to the purchaser if he properly withdraws from the Purchase Agreement or he cannot obtain mortgage financing and his obligations under the Purchase Agreement are contingent upon purchaser obtaining mortgage financing;

(ii) Escrowed funds are to be released to Developer (or the licensed builder/seller of the Unit) upon a default by purchaser under the Purchase Agreement; or

(iii) Since all improvements identified pursuant to the Michigan Condominium Act as "must be built" have been completed, escrowed funds are to be released to Developer (or the licensed builder/seller of the Unit) upon issuance of a temporary or final certificate of occupancy for improvements constructed within the Unit pursuant to the Purchase Agreement and conveyance to the purchaser of legal title by deed or equitable title by land contract.

Prospective purchasers should note that Purchase Agreements used by Developer or licensed builder/sellers may require payments in addition to earnest money deposits and that those payments may be used by the seller under the Purchase Agreement to help finance the construction of the home or other improvements provided for under the Purchase Agreement.

B. At Closing. Each purchaser will receive, by warranty deed, fee simple title to his unit, subject to no liens or encumbrances other than the Condominium Documents and those other easements and restrictions as are specifically set forth in the Condominium Documents and title insurance commitment.

C. After Closing. After closing on the sale of a unit, relations between the Developer and the unit owner are governed by the Master Deed, the Condominium Bylaws and the Condominium Act, except to the extent that any provisions of any Purchase Agreement between the Developer and the unit owner is intended to survive the closing. With regard to a unit owner that purchases his unit from a builder other than the Developer, such owner's rights and remedies regarding the unit and any improvements constructed therein shall be governed by the purchase agreement between the builder and the unit owner. No express warranties are provided unless stated in the Purchase Agreement.

#### VIII. Local Government, Taxes and Utility Services

A. Local Government. The Project is located in the Township of Canton and in the Plymouth/Canton School District.

B. Real Property Taxes. Taxes on the Condominium units are assessed by Canton Township, Wayne County and the Plymouth/Canton School District. Pursuant to Michigan law, taxes are required to be assessed on the basis of fifty (50%) percent of the true cash value. Each unit owner will receive an individual tax bill attributable to his unit only. It is impossible to determine with accuracy the amount of real property taxes which will fall due in subsequent years since those taxes are a function of both property values and tax rates which may rise or fall and upon the applicability or inapplicability of homestead exemptions provided by state law.

C. Building Inspections. Approval of the building plans for the Project is by the Canton Township Building Department and inspection of construction is by that department.

D. Utilities. Utility services to the Condominium premises are provided as follows:

- (i) Sewer, water and storm sewer - Canton Township;
- (ii) Electricity - Detroit Edison Company;
- (iii) Natural gas - Michigan Consolidated Gas Company;
- (iv) Telephone - Ameritech.

#### IX. Must Be Built

The Condominium Subdivision Plan attached to the Master Deed as Exhibit B contains a designation of those portions of the Project which the Developer is obligated to complete. Such portions are designated as "MUST BE BUILT." The only portions of the Project that "must be built" are the road and utilities shown on the Plan which are necessary for development and the use of the

units included in the Condominium Project. As of the date of this Disclosure Statement, those improvements have been completed. The screening fence described in page 4 of this Disclosure Statement is designated in the First Amendment to the Master Deed as "need not be built" for purposes of the Michigan Condominium Act.

#### X. Purpose of the Disclosure Statement

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the Project which it believes satisfy the requirements of the average purchaser. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his decision to purchase a unit. In accepting title to the unit in the Condominium Project, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement as contained within or omitted from this Disclosure Statement.

The descriptions of the Master Deed and other documents contained herein are a summary only and may or may not completely and adequately express the content of the various Condominium documents described. Many of the terms used herein are defined in the Condominium Act and in the Master Deed and other Condominium documents. Each purchaser and his counsel are referred to the original Master Deed as recorded and copies of other original instruments as contained within the Purchaser Information Booklet which the Developer has provided to each purchaser. It is the purpose of this Disclosure Statement to inform and advise purchasers and to highlight those provisions of the documents and those facts which are believed to be material to a prospective purchaser's decision to acquire a Condominium unit.

EXHIBIT "A"

WILDWOOD SPRINGS CONDOMINIUM ASSOCIATION  
INITIAL BUDGET - 66 UNITS

ADMINISTRATIVE

Office Supplies	
Postage & Mailing	
Duplicating	
Management Fees	
Legal	
Auditing	
Other Administrative	
TOTAL	\$ 830.00

GROUNDS

Lawn Cutting	
Fertilization	
Grounds Maintenance	
Snow Removal	
Sprinkler System	
TOTAL	3,725.00

INSURANCE

Liability/Casualty Insurance	1,570.00
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RESERVES

Replacement Reserve	<u>4,140.00</u>
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TOTAL PROJECTED ANNUAL EXPENSES	\$10,265.00
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66 units @ \$13.00 per month = \$10,296.00 Annually

MONTHLY ASSESSMENT PER UNIT = \$13.00

## MASTER DEED

### WILDWOOD SPRINGS

This Master Deed is made and executed this 21st day of October, 1994, by J. C. Building Corp. II, a Michigan corporation, (hereinafter referred to as the "Developer"), whose address is 4204 Martin Road, Suite A, Walled Lake, Michigan 48390, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, by recording this Master Deed, together with the Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated herein by reference and made a part hereof), Developer desires to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, upon the recording of this Master Deed, Developer establishes Wildwood Springs as a Condominium Project under the Act and declares that Wildwood Springs (hereinafter referred to as the "Condominium", "Project", or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

#### ARTICLE I

##### TITLE AND NATURE

The Condominium Project shall be known as Wildwood Springs, Wayne County Condominium Subdivision Plan No. 380. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium (including the number, area, boundaries and dimensions of each) are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit is capable of individual use because each Unit has its own entrance from and exit to the General Common Element roadway that serves the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share in the ownership of the General Common Elements of the Condominium Project with the other Co-owners.

#### ARTICLE II

##### LEGAL DESCRIPTION

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

Part of the West 1/2 of Section 24, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, being more particularly described as: Beginning at a point distant N. 01°27'55" W. 2064.36 ft. along the North and South 1/4 line of said Section 24, from the South 1/4 corner of said Section 24; thence from said point of beginning S. 88°33'23" W. 283.00 ft.; thence N. 01°27'55" W. 43.43 ft.; thence S. 88°32'05" W. 428.56 ft.; thence along the following four (4) courses and distances along the Easterly line of I-275 Expressway: N. 05°33'44" E. 570.52 ft., N. 46°58'55" W. 667.71 ft., N. 02°18'17" E. 473.23 ft., N. 00°55'58" E. 88.91 ft.; thence N. 87°35'31" E. 473.07 ft.; thence S. 39°18'35" E. 476.20 ft.; thence S. 03°02'01" W. 418.47 ft.; thence S. 40°45'55" E. 238.34 ft.;



thence S. 01°27'55" E. 385.00 ft.; thence N. 88°32'05" E. 200.00 ft. to said North and South 1/4 line of Section 24; thence along said North and South 1/4 line S. 01°27'55" E. 283.79 ft. to the point of the beginning; containing 22.70 acres of land, more or less, and subject to easements and restrictions of record and the rights of the public over Lotz Road and I-275 Expressway.

### ARTICLE III

#### DEFINITIONS

Certain terms are used in this Master Deed and Exhibits A and B hereto and in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Wildwood Springs Association, a Michigan non-profit corporation; deeds; mortgages; liens; land contracts; easements and other instruments affecting the establishment of, or transfer of, interests in Wildwood Springs as a condominium. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means Wildwood Springs Association, a non-profit corporation organized under Michigan law. All Co-owners shall be members of the Association, which shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto. The Bylaws are recorded as part of the Master Deed in accordance with Section 3(8) of the Act. Said Bylaws set forth the substantive rights and obligations of the Co-owners and shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as each of them may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Wildwood Springs as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Wildwood Springs, as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Co-owner or Owner. "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Wildwood Springs as a completed Condominium Project and shall reflect the Project as finally constructed and

surveyed. The Consolidating Master Deed, when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. If the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall satisfy its obligation to record a Consolidating Master Deed by filing a certificate in the office of the Wayne County Register of Deeds confirming that the Units and Common Elements "as built" substantially conform with the proposed Condominium Subdivision Plan and that a Consolidating Master Deed need not be recorded.

Section 11. Developer. "Developer" means J. C. Building Corp. II, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever that term is used in the Condominium Documents.

Section 12. Development and Sales Period. "Development and Sales Period", when used in the Condominium Documents and for purposes of defining the rights reserved to Developer thereunder, shall be deemed to continue as long as Developer continues to own any Unit in the Project.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting of the members of the Association at which nondeveloper Co-owners are permitted to vote for election of all of the Directors of the Association (except for the Developer's delegate provided for under Article XI, Section 2(c)(1) of the Bylaws) and upon all other matters properly brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units which may be created are sold, whichever occurs first.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners not affiliated with Developer exceed the votes which may be cast by Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Wildwood Springs, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto. Each term shall have the meaning attributed to the term "Condominium Unit" by the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units.

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

#### ARTICLE IV

#### COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

(a) Land. The land described in Article II hereof, including private roads and cul-de-sacs located within the Condominium, and other common areas not identified as Units or Limited Common Elements, including, without limitation, the landscaped buffer area along Lotz Road.

(b) Easements. All beneficial ingress, egress and utility easements referred to under Article II hereof.

(c) Electrical. The electrical transmission mains throughout the Project, up to the point of lateral connections for Unit service as well as the electric meter measuring electric service to General Common Elements maintained by the Association.

(d) Site Lighting. Lights, if any, designed to provide illumination for the Condominium Premises as a whole, but not including individual lamps and lamp posts required to be installed within each Unit.

(e) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.

(f) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service.

(g) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service.

(h) Storm Water Sewer System and Detention and Retention Basins. The storm water sewer system, including the detention and retention basins depicted on the Condominium Subdivision Plan.

(i) Water Distribution System. The water distribution system throughout the Project up to the point of lateral connections for Unit service.

(j) Sanitary Sewer System and Lift Station. The sanitary sewer system throughout the Project (including the lift station shown on the Condominium Subdivision Plan) up to the point of lateral connections for Unit service.

(k) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The only Limited Common Elements in the Project are the electrical transformers located within the Project. Each electrical transformer shall be a Limited Common Element appurtenant to the Unit or Units which it serves.

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

(a) Co-owner Responsibilities. All costs of electricity, water, natural gas, sanitary sewage and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

(b) Association Responsibilities. The cost of maintenance, repair and replacement of all General Common Elements, including the lift station

described above, shall be borne by the Association, subject to any provision in the Bylaws expressly to the contrary. Additional maintenance assessments may be levied for individual Units requiring greater maintenance expenditures by the Association. Yard maintenance and snow removal standards shall be established and enforced by the Association through its Board of Directors. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and other improvements located within the Condo-minium Units.

Section 4. Utility Systems. Some or all of the utility and telecommunication lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any telecommunications, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any. Developer's responsibility shall be limited to assuring that telephone, electric, water, natural gas and sanitary sewer mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs for connection with extensions of such utilities by laterals from the mains to any structures and fixtures located within his or her Unit.

Section 5. Storm Water Sewer System and Detention and Retention Basin. The Association shall be solely responsible for the maintenance, repair and replacement of all of the components of the storm sewer system. No Co-owner shall be entitled to fill, change the grade, deposit materials in or in any other way interfere with the detention or retention basins in the Project or the storm sewer system. Subject to the provisions of this Section 5, control and maintenance of the basins and the storm water sewer system shall be entirely within the control of the Association and the costs of maintenance, repair and replacement of the basins and storm drainage system shall be borne by the Association. If the Association fails to adequately maintain the retention basins and storm drainage system, the Township of Canton may serve written notice of such failure on the Association. The written notice may demand that the deficiencies in maintenance, repair and replacement be cured within a reasonable period of time as provided in the notice. If the deficiencies described in the notice are not cured, the Township or agency may, but shall not be required to, undertake the maintenance, repair, or replacement and the cost thereof, plus an administrative fee of 25% of the cost may be assessed against all Co-owners and collected as a special assessment on the next annual tax roll of the Township.

Section 6. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. No Limited Common Element may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the Limited Common Element is appurtenant. No Co-owner shall fill, dredge or otherwise disturb any portion of the wetlands depicted on the Condominium Subdivision Plan without receiving prior written approval from the Association and without obtaining any permits required by all public and municipal authorities having jurisdiction over wetlands.

Section 7. Private Road Maintenance. The private road and cul-de-sacs as shown on Exhibit B will be maintained (including, without limitation, snow removal), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventive maintenance on the Project road on a regular basis in order to maximize its useful life and to minimize repair costs.

## ARTICLE V

### UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this Section 1 with reference to the Condominium Subdivision Plan of Wildwood Springs as prepared by Zeimet-Wozniak & Associates, Inc. and attached hereto as Exhibit B. There are 66 Units in the Condominium Project established by this Master Deed. Each Unit shall consist of the land located within the Unit boundaries shown on Exhibit B hereto and therein delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each of the 66 Units is equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of the Units in the Project and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the General Common Elements of the Condominium Project, each Co-owner's respective share in the proceeds and expenses of administration of the affairs of the Condominium and the value of such Co-owner's vote at meetings of the Association of Co-owners.

## ARTICLE VI

### CONSOLIDATION AND MODIFICATIONS OF UNITS

Notwithstanding any other provision of this Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries thereof relocated, in accordance with this Article VI, Section 48 of the Act and any applicable local ordinances and regulations. Such changes shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. Modifications by Developer. Developer reserves the sole right to realign boundaries between or consolidate any unsold adjoining Units during the Development and Sales Period without the consent of any Co-owner or mortgagee holding interests in any other Units. Any such consolidation of Units or realignment of boundaries between Units shall be given effect by the recording of an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

Section 2. Contents of Modifying Amendments. Any amendment recorded for purposes of exercising the rights reserved to the Developer in Section 1 above shall separately identify the Units affected by number. The amendment shall also proportionately reallocate the percentages of value as set forth in Article V hereof to the Unit or Units resulting from the consolidation or boundary realignment in a manner that preserves a total value of 100% for the entire Project. Although the precise determination of the readjustments in percentage of value shall be within the sole judgement of Developer, such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be required to accommodate the consolidation or realignment of the Units.

Section 3. Consent to Modifying Amendments. All Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments of this Master Deed recorded to effectuate the modifications permitted by this Article VI and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine

necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as their agent and attorney for the purpose of executing and recording such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 4. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to realign Unit boundaries and consolidate Units as described in this Article VI.

## ARTICLE VII

### EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of any structure or building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of any destruction. The Developer, the Association and all private or public utilities shall have easements to, through and over those portions of the land, structures, buildings, improvements and walls within both the Units and the Common Elements for the construction, enlargement, connection with and continuing maintenance and repair of all utilities in the Condominium.

Section 2. Rights Retained by Developer.

(a) Dedication of Roadways. Whether or not required to do so by a governmental agency, Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over the roadway and cul-de-sacs in Wildwood Springs identified as a General Common Element in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee, or other person and shall be evidenced by the recording of an appropriate amendment to this Master Deed and the Condominium Subdivision Plan in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing rights-of-way dedication.

(b) Dedication by the Association. After the Development and Sales Period ends, the Association shall have the right reserved to the Developer immediately above to dedicate a right-of-way to the public over the General Common Element roadway depicted in the Condominium Subdivision Plan; provided that if the dedication is not required by a governmental agency, the Association must obtain prior approval of the Co-owners of at least 34 Units before exercising the right reserved in this paragraph (b).

(c) Granting Utility Easements. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under, and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title to utilities to such agencies or companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee, or other person and shall be evidenced by the recording of an appropriate amendment to this Master Deed and Exhibit B in the Wayne County Records. All Co-owners and mortgagees of Units and other persons

interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate any such grant of easement or transfer of title.

(d) Agreements Regarding the Common Elements. Developer reserves the right at any time during the Development and Sales Period to enter into agreements on behalf of the Association with Canton Township and/or agencies of Wayne County to the extent such agreements are required by the Township or those agencies for the continued maintenance and repair of the Common Elements; including, without limitation, the private roadways within the Project, the storm water sewer system and detention and retention basins, and the sanitary sewer system (including the lift station). All Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such agreements and the Association shall continue to be bound by such agreements after the Development and Sales Period has expired.

Section 3. Grant of Easements by the Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant reasonable easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Condominium Premises for utility purposes or other lawful purposes as may be necessary for the benefit of the Condominium; provided, however, that any such grant shall require the Developer's prior written consent so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted or burdened thereby.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association, and all public or private utilities shall have such easements over, under, across, and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. Each Co-owner shall be solely responsible for the performance and cost of all maintenance, repair, and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit. However, to the extent required to maintain standards for external appearance established in this Master Deed, the Bylaws or any duly adopted rule or regulation of the Association, the Association (and/or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems necessary to maintain, decorate, repair, or replace any dwelling or structure located within a Unit, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights granted by this Section or any other provision of the Condominium Documents which grant such easement, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Associations (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibility which is required, in the first instance, to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due. The lien for nonpayment of such assessment shall attach as in all cases of regular assessments and such assessments may be enforced by any

means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multiunit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, the Association's Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or take any other action in violation of any federal, state, or local law or ordinance. Any and all sums paid by any company or entity for providing Telecommunication services, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid to and be the property of the Association. If the Developer or the Association elect in their sole discretion to provide a satellite dish, the limitations set forth in the Bylaws shall not apply to that first dish antenna as long as that antenna is available for use by all Co-owners and the Co-owners shall share in the expense of its maintenance. This exception applies only to a dish antenna installed by the Association or the Developer for the benefit of all Co-owners.

Section 6. Emergency Vehicle Access Easement. There shall exist for the benefit of the Township of Canton or any emergency service agency, an easement over the General Common Element road in the Condominium for use by the Township or emergency vehicles. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-owners thereof. This grant of easement shall not be construed as a dedication of any street, road or driveway to the public.

## ARTICLE VIII

### AMENDMENTS

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner of any Unit to which the Limited Common Elements are appurtenant.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record with one vote being allocated for each mortgage held.

Section 3. By Developer. Prior to one year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws as do not



materially affect any rights of any Co-owners or mortgagees in the Project. The Developer may make a change of any nature, including a material change, if such change is necessary to correct survey or typographical errors in the Condominium Documents.

Section 4. Change in Percentage of Value. Except as otherwise provided in this Master Deed, the value of any Co-owner's vote and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his first mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent.

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

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended in any way without the written consent of the Developer.

Section 7. Amendments to Facilitate Secondary Financing. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to permit the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

#### ARTICLE IX

#### ASSIGNMENT

Any and all rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

WITNESSES:

J. C. BUILDING CORP. II, a  
Michigan corporation

\_\_\_\_\_  
/s/  
Craig Piasecki

By: \_\_\_\_\_  
/s/  
Craig N. Hills, President

\_\_\_\_\_  
/s/  
Kathleen Kida



WILDWOOD SPRINGS

EXHIBIT A

CONDOMINIUM AND CORPORATE BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Wildwood Springs, a residential Condominium Project located in Canton Township, Wayne County, Michigan, shall be administered by an Association of Co-owners organized as a Michigan non-profit corporation, hereinafter called the "Association". The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act, MCLA 450.2101, et. seq. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54 (4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year. Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special

assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The Association's failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. The Board of Directors shall at any time have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem necessary if the Board in its sole discretion determines that the assessments levied are or may prove to be insufficient to (i) pay the costs of operation and management of the Condominium, (ii) provide repairs or replacements of existing General Common Elements, (iii) provide additions to the General Common Elements not exceeding \$5,000.00 in cost annually for the entire Condominium Project, or (iv) respond to any emergency pertaining to the operation and management of the Condominium. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to assessments (i) for additions to the General Common Elements of a cost exceeding \$5,000.00 annually for the entire Condominium Project, (ii) for the purchase of a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (iii) for any other appropriate purpose. Unlike the assessments described in subparagraph (a) above, which may be levied at the sole discretion of the Board of Directors, the special assessments provided for in this subparagraph (b) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied upon the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined according to Article II, Section 2(a) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days may bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Association may assess reasonable automatic late charges or may, pursuant to Articles XIX and XX hereof, levy fines for late payment of assessments in addition to such interest. Each Co-owner (whether 1

or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof; provided that a land contract purchaser from any Co-owner including Developer shall be personally liable (but not the land contract seller) for all assessments and attendant late charges, fines and interest levied on or after the date such purchaser acquires his land contract vendee's interest in his Unit. The seller under the land contract shall again be personally liable for assessments and attendant late charges, fines and interest levied on and after the date upon which such land contract seller actually takes possession of the Unit following extinguishment of the land contract purchaser's rights in the Unit. Payments on account of installments of assessments in default shall be applied first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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

Section 5. Enforcement.

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

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

he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

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

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

Section 6. Liability of Mortgagee. Notwithstanding any other provision contained in the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which takes possession of the Unit pursuant to remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or by purchase at a foreclosure sale, shall take title to the Unit and all appurtenant rights and interests free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder takes possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, excluding expenses incurred by the Association for maintenance of Units in the Project that are not owned by the Developer and any improvements constructed within or appurtenant to such Units. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for

deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. For instance, the only expenses presently contemplated that the Developer might be expected to pay are a pro rata share of snow removal and other road maintenance expenses from time to time as well as a pro rata share of any liability insurance and other administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. The Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a certificate of occupancy has been issued by Canton Township.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

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

Section 10. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. A purchaser of any Unit may request a statement from the Association as to the amount of any unpaid regular or special Association assessments thereon. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds from the sale of such Unit, superior to all claims except real property taxes and first mortgages of record.

### ARTICLE III

#### ARBITRATION

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

the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

#### ARTICLE IV

##### INSURANCE

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

(a) Association's Responsibilities. All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners, upon request of any such mortgagee.

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against perils covered by a standard extended covered endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association may, in its sole discretion elect to carry liability insurance with respect to any portion of the Project, including a Unit, that is situated within the Truesdell Drain.

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

(d) Proceeds of Insurance Policies. If applicable, proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project first approve such use in writing.



Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the insurance coverage required or permitted to be maintained by the Association. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases to liability and to execute all documents and to do all things on behalf of such Co-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. Unless the Association obtains coverage for the dwelling within the Unit pursuant to the provisions of Article IV, Section 3 below, the Association's authority shall not extend to insurance coverage on any dwelling.

Section 3. Co-owner's Responsibilities. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the building and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and for his or her personal property therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the Association's part to insure any such improvements. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner under these Bylaws. If a Co-owner fails to obtain such insurance or fails to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefore shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his or her personal liability for occurrences within the perimeter of his or her Unit or the improvements located thereon (naming the Association and the Developer as insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association and such coverage shall not be less than \$1,000,000.00 (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer, or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit. Each individual Co-owner shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and responsibility for reconstruction or repair, shall be as follows:

(a) General Common Elements. If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) Unit or Related Improvements. If the damaged property is a Unit, or improvement located within a Unit, the Co-owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his or her Unit, and all improvements therein, to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Standards for Repair of Improvements within General Common Elements. Any such reconstruction or repair of an improvement within the General Common Elements shall be substantially in accordance with the Master Deed and the original plans and specifications of such improvement unless the Co-owners shall unanimously decide otherwise.

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

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit or Improvements Thereon. If all or any portion of a Unit or any improvements thereon is taken by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interest may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his or her mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project.

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

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

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

Section 6. Priority of Mortgage Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. Except as specifically permitted herein, no structure shall be erected, altered, re-erected, placed or permitted within any Unit other than one single family residential dwelling, not to exceed two (2) stories or 25 feet in height, and a private garage for not more than three (3) vehicles for the sole use of the family occupying the Unit. A family shall mean one person or a group of two or more persons living together and related by bonds of consanguinity, marriage or legal adoption. The persons comprising a family may also include foster children, gratuitous guests and domestic servants. No part of a Unit shall be used for any activity normally conducted as a business. Except as specifically permitted herein, no pre-existing structure may be moved onto any Unit.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his or her Unit for the purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in

lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

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

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

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

(i) The Association shall send notice of the alleged violation by the tenant to the Co-owner by certified mail.

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, the Association (or, if the Association is still controlled by the Developer, Co-owner's derivatively on behalf of the Association) may in the same or separate actions seek the eviction of the tenant or non-owner occupant and money damages from both or either of the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

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

Section 3. Architectural Control. No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project nor shall any material exterior modification be made to

any existing buildings, structure or improvement, unless plans and specifications for such construction or modification, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from local public authorities. Developer shall have the right to refuse to approve any such plans, specifications, location of buildings, grading, or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such plans and specifications, Developer shall have the right to consider the suitability of the proposed structure, improvement, or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. All residences constructed in Wildwood Springs shall include a two or three-vehicle garage as provided in Section 24 of this Article VI. No Carport or detached garage shall be constructed or maintained upon any Unit. Subject to the requirements of local ordinances which may require greater minimum dimensions, no residence shall be constructed on any Unit of less than the following area:

One Story Home	1,200 square feet
One and one-half Story Home	1,400 square feet
Tri-Level Home or Quad-Level Home	1,400 square feet
Bi-level or Raised Ranch	1,400 square feet
Two Story Home	1,500 square feet

The Developer may, in its sole discretion, refuse to approve any structural dimension (such as overall width) for a planned residence that is not in harmony with the typical residence built or planned to be built within the Condominium. No residence shall exceed two stories in height. All computations of square footage used to determine whether the minimum area requirements set forth above have been satisfied shall exclude detached and attached garages, basements, porches, terraces and walk out lower levels.

Subject to prior approval by the Developer, any reasonable combination of materials may be used in the construction of the exterior walls of each dwelling and attached garage erected within the Condominium, including brick, brick veneer, stone, wood, T-111 siding, vinyl or aluminum siding, stucco, or masonite lap siding. No unpainted (or non-factory painted) metal doors may be used in the exterior of any dwelling or appurtenant structure. No used material, except reclaimed brick, may be used in the construction of any exterior wall. The use of exposed cement block, slag, cinder block, or asphalt siding on any exterior wall is prohibited.

No substantially similar front elevation in style and color of any dwelling shall be duplicated on any Unit less than 200 feet away along the roadfront boundary of another Unit, unless approved by the Developer. Different colors and building material patterns shall be used on dwellings in adjacent Units to avoid the appearance of repetition.

All dog houses, outdoor patios, decks and other ancillary structures must be constructed behind the residence constructed upon the Unit. The design and location of such structure must be approved in the same manner as in the procedure for approval of residences described above.

If the Developer shall fail to approve or disapprove or take any other action upon such plans and specifications within thirty (30) days after complete plans and specifications have been delivered to Developer, such approval will not be required; provided, however, that such plans and locations of structures on the Unit conform to or are in harmony with existing structures in the Condominium, these Bylaws and any zoning or other local laws applicable thereto. If Developer takes action with respect to the plans and specifications within such 30-day period, then the affected Co-owner shall respond appropriately to the Developer's requests until approval shall have been granted. No construction of any building or improvement pursuant either by the Developer or the Association may be construed as a precedent or waiver, binding on the Developer, hereunder or by virtue of failure of action either to express approval or the Association may be construed as a precedent or waiver, binding on the Developer, improvement which is proposed to be built. Developer's failure to demand plans or to strictly enforce the terms of this Section in one or more instances, against one Unit Co-owner or several Unit Co-owners, shall under no circumstances be held to be a waiver of the approval rights granted in this Section.

If any portion of the first floor of a house or the floor of the main level of a house is more than two and one-half (2.5) feet above the natural grade of the land immediately in front of the house, Developer shall have the right, in its sole discretion, to require the submission of a grading plan for its approval. Upon Developer's request therefore, a satisfactory grading plan shall be submitted to it and no construction upon such house or the related Unit shall proceed until the Developer has approved the grading plan.

The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer may, in its own sole discretion, assign its rights under this Article VI, Section 3 to the Association or any other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make, without the necessity of obtaining the prior written consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Minimum area requirements under applicable zoning ordinances for the minimum building site or Unit size must also be satisfied. Specifically the provisions of the Canton Township Zoning Ordinance, regarding minimum lot size (or in this case minimum Condominium Unit size), minimum floor area per dwelling, yard setbacks, and maximum height of buildings shall apply to Wildwood Springs. For the purposes of applying the provisions of the Ordinance to Wildwood Springs, the term "lot" as used in the Ordinance shall mean a Unit as defined in the Master Deed and depicted in the Condominium Subdivision Plan attached as Exhibit B to the Master Deed. The terms "front lot line", "rear lot line" and "side lot line" shall have the meanings ascribed to them in the Ordinance.

Section 4. Alterations and Modifications of Units and Common Elements.  
No Co-owner shall make or permit alterations, modifications or changes in any General or Limited Common Element or any part of a Unit (excluding the dwelling therein which is subject to the provisions in Section 3 above and Section 7 below) without the express written approval of the Board of Directors (and Developer during the Development and Sales Period), including, without limitation, the installation of antennas of any sort (including dish antennas), lights, aerials, awnings, newspaper holders, basketball backboards, mailboxes, flag poles or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any utility line, or any item which affects an accessible to service the Common Elements or any item that must be Association responsibility in any way. Abnormally tall radio or television antennae, such as the type used by HAM radio operators, shall not be installed by or on behalf of any Co-owner without the prior written approval of the Association and, during the Development and Sales Period, the Developer. The

approval of the Association or the Developer required for installation of such antennae may be withheld if the Developer or the Association, in their sole judgment, deem such an antennae too large or visually unappealing.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. The operation within the Condominium of any snowmobile or any other motorized vehicle designed primarily for off-road use is also specifically prohibited.

Section 6. Pets. The Co-owners of each Unit may maintain two dogs and two cats or other common domestic pets. No other pets or animals shall be maintained by any Co-owner unless specifically approved in writing by the Association which consent, if given, shall be revocable at any time for infraction of the rules with respect to animals. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the General Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the General Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on an obnoxiously continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Association's Board of Directors may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. The Common Elements, both Limited and General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No trash or refuse of any kind shall be kept or stored within or upon any Unit except in appropriately sealed sanitary containers properly concealed from public view. Such containers shall not be permitted to remain elsewhere except for such short periods of time and in such locations as may be reasonably necessary to permit periodic collection of trash. The Common Elements or Units shall not be used in any way for the outdoor drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his or her Unit or upon the

Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall materially change in any way the exterior appearance of the residence and other improvements and appurtenances located within his or her Unit. In connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall substantially modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other Unit without the approval of the Developer (during the Development and Sales Period) or the Association (after the Association receives architectural control as provided in these Bylaws).

Section 8. Vehicles. Except as specifically provided in this Section 8, no vehicle of any sort shall be parked or stored upon the General Common Elements of the Condominium. Any vehicle or similar equipment (including, without limitation, house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, and snowmobile trailers) must be parked within an attached garage; provided that the occupants of any Unit may park one or two automobiles used for general transportation purposes in the driveway immediately outside their garage. Garage doors shall be kept closed when not in use to the extent possible.

No inoperable vehicles of any type may be brought or temporarily or permanently stored upon the Condominium Premises, except in a closed garage. Co-owners shall not perform or permit others to perform repairs to vehicles within their respective Units, except that the occupants of a Unit may perform minor repairs and maintenance to vehicles on a non-commercial basis within or immediately in front of the garage situated within their Unit as long as the repair or maintenance activity does not detract from the appearance of the Condominium. Commercial vehicles and trucks shall not be parked on or about the Condominium (except as above provided) except while delivering or picking up goods in the normal course of business. Parking of vehicles used to transport construction workers and materials to Units within the Condominium shall be permitted upon the General Common Elements only to the extent required to permit construction of dwellings and improvements contemplated as part of the Condominium Project. Such parking shall be subject to any special directives issued by agencies of the Township, including the Police Department.

The Association may make reasonable rules and regulations to advance the purposes of this Section, which are to accommodate reasonable Co-owner parking while avoiding unsightly conditions which may detract from the appearance of the Condominium as a whole and preserving the security of those residing in the Condominium by assuring ready access by emergency vehicles to all parts of the Condominium.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or the Common Elements, including "For Sale" signs, without prior written permission from the Association and, during the Development and Sales Period, from the Developer. "For Sale" signs are also subject to Article VI, Section 25 of these Bylaws.

Section 10. Rules and Regulations. The Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors). Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon



notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his or her Unit and any Limited Common Elements appurtenant thereto caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of dwellings or other structures.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements without the prior written approval of the Association and the Developer, during the Development and Sales Period. Lawns shall be maintained in a healthy and acceptable manner as specified in standards set by the Association. Lawns are also subject to Article VI, Section 18 of these Bylaws. Each Co-owner shall landscape at least the portion of their Unit located between any dwelling constructed in the Unit and the General Common Element roadway or cul-de-sac. Such landscaping shall include the planting of typical residential landscape stock, including bushes, trees and shrubs and the like, and shall be in harmony with the surrounding lawn area. The Association may install the landscaping required herein and assess and collect the cost of such landscaping in accordance with Article II above from any Co-owner who fails to install or maintain the landscaping required by this Section 12.

Section 13. Common Element Maintenance. Yards, landscaped areas, and driveways shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the General Common Elements. The Association shall contract for the removal of snow from paved areas located within General Common Element areas except for any approach for an individual driveway servicing a residential structure on a Condominium Unit. Such snow removal may not be done at times that the snow accumulation is considered by Developer or the Association to be of any amount as not to cause vehicular traffic any substantial difficulty. Individual Co-owners desiring their respective driveways plowed by the same contractor plowing the roadways or General Common Element areas shall contact such snow plowing contractor(s) individually and directly and the Co-owner shall be solely responsible for any cost or expense incurred for such individual driveway snow plowing. The Association may coordinate such private snow plowing activities if it, in its sole discretion, deems it appropriate. No noisy vehicles such as motorcycles, minibikes, or all-terrain vehicles shall be operated on the Project roadway except as may be minimally necessary for ingress and egress from Units to Lotz Road.

Section 14. Co-owners' Maintenance Responsibilities. Each Co-owner shall maintain his or her Unit and any Limited Common Element appurtenant to said Unit for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, storm and sanitary sewer, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, contractors, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of these Bylaws.

Section 15. Reserved Rights of the Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected or maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design, except interior alterations which do not affect structural elements of any dwelling), until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, filed permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications which are not suitable or desirable in Developer's sole opinion for aesthetic or other reasons. In reviewing and approving such plans or specifications, Developer shall have the right to consider the suitability of the proposed structure, improvement or modification, the site upon which the structure, improvement or modification is to be located, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure continued maintenance of the Condominium as a beautiful and harmonious residential development. This Section shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained in the Condominium Documents, Developer shall have the right to maintain a sales office, model units, mobile trailer used as a sales office, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer. Developer shall enjoy these rights during the entire Development and Sales Period.

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

Section 16. Non-Disturbance of Wetlands. A certain portion of the land within the Condominium may be a wetland which is protected by law. Any disturbance of a wetland by depositing material in it, dredging or removing material from it, or draining water from the wetland may be done only after a permit has been obtained from public agencies having jurisdiction over the wetland. To assure that no inadvertent violations occur, no Co-owner may disturb any wetland situated within the Condominium without first obtaining (i) prior written authorization from the Association, (ii) any necessary municipal permits

and (iii) any necessary state agency permits. The Association may assess fines and penalties as provided for in these Bylaws for violation of this Section 16.

Section 17. Swimming Pools. Swimming pools may be installed in the yard area behind any dwelling constructed within a Unit in the Condominium, but only upon specific prior written approval by the Developer based upon plans and specifications for the pool and subject to compliance with applicable Township ordinances. Approval by the Developer shall not be unreasonably withheld.

Section 18. Maintenance of Yards and Lawns.

(a) Lawns. The front, side and rear yard areas within all homesites (unless such homesite has not been built upon) shall have well maintained lawns. Such yard areas shall include any part of the Unit not occupied by a dwelling or other improvement (including landscaping). The lawn required herein must initially be installed by placing sod or seed on the prescribed yard areas. Where grass seed or other ground cover is used, such seeded areas must be covered with vegetation that covers the entire lawn area by the dates specified below in order to meet the requirements of this Section. This Section shall not be deemed to preclude other typical compatible landscaping elements such as shrubs, tree, hedges, berms, flower beds, landscaping beds, and existing trees, which shall, subject to the other provisions of these Bylaws, be allowed. In the event a certificate of occupancy is issued between September 15 and March 31, the lawn must be installed by July 30. If the certificate of occupancy is issued between April 1 and September 14, the lawn must be installed by October 15. The Developer may, in its sole discretion, allow extensions of these deadlines due to extraordinary circumstances, such as unseasonal weather conditions which make the above timetable unmanageable. Well maintained lawns shall be deemed to be lawns which are regularly cut to a uniform height appropriate for a first-class residential development, and are trimmed and edged to preserve a neat, groomed and cared for appearance in the Condominium. The Developer shall not be required to comply with the terms of this Section with regard to any Units owned by Developer unless a dwelling has been constructed on the Unit and a certificate of occupancy has been issued with respect to the dwelling.

The Developer, during the Development and Sales Period, and the Association's Board of Directors thereafter may require owners of Units on which dwellings have not been built to "brush hog" or otherwise mow the weeds or vegetation on such Units up to twice a year. One mowing or "brush hogging" may be required in the late spring or early summer after initial growth has subsided. A second mowing or "brush hogging" may be required in the early to mid fall after the growing season has ended.

(b) Right of Way Maintenance. Co-owners of Units in the Project, other than the Developer, shall be responsible for maintenance of the land located in front of their respective Unit and within the road right of way between their front Unit line and the curb adjacent to the pavement of the road or cul-de-sac bordering their front Unit line and designated as a General Common Element in the Condominium Subdivision Plan. The standard for maintenance of this area will be no less than the standard set forth above for lawn maintenance of the yard areas within Units.

(c) Removal of Construction Debris. Each Co-owner and the contractors, subcontractors, agents, employees or tenants of each Co-owner shall refrain from depositing, spilling, tracking or leaving dirt, mud, scrap material or any other debris resulting from or related to construction activities on the General Common Element roadway and cul-de-sacs in the Condominium or any vacant land situated within the Condominium. Within forty-eight (48) hours of receipt of notice from the Developer (during the Development and Sales Period) or the Association's Board of

Directors of the need to do so, the Co-owners of a Unit shall provide for the removal from their Unit of all dirt, mud, scrap material or other debris deposited thereon as the result of construction activities. The Co-owners of each Unit shall be responsible for any violation of this Section by his or her contractors, subcontractors, agents, employees, or tenants and for any violation by such parties of any applicable local ordinance related to dumping or removal of mud, dirt, litter or debris on or from a construction site.

(d) Floodway and Retention and Detention Areas. Certain floodways, storm water retention and detention areas, basins and easements are depicted on the Condominium Subdivision Plan. No grade changes, filling, tree or vegetation removal or transplanting of any kind may be undertaken by a Co-owner, any contractor, agent, or employee or such Co-owner or any other person unless prior approval has been obtained from the Board of Directors of the Association (and from the Developer during the Development and Sales Period). Any of the above described alterations or activities within such areas may also require prior approval from Canton Township and/or other governmental agencies. After the required approval has been granted by the Board of Directors and Developer, it shall be the Co-owner's responsibility to obtain any permits required from public agencies for the activity which the Co-owner proposes to undertake.

(e) Enforcement. If any of these provisions are violated by the Co-owner or his or her representatives or there is a failure to comply, the Developer or Association may hire workmen and buy materials necessary to cure the violation and may charge the Co-owner the actual expense incurred in curing the violation plus an administrative fee to cover the expenses attendant in correcting the damage resulting from the violation of these provisions and to help defray the extra expenses incurred by the Developer and the Association in undertaking and supervising the necessary cleanup or repairs. The Developer and the Association shall also have available all remedies set forth in these Bylaws and under Michigan law, including the right to place a lien on the Unit and equitable relief.

Section 19. Setbacks. No residence shall be erected so that the front of such residence is closer than 25 feet from the front roadway line nor farther than 35 feet from the front roadway line, unless approved by Developer for topographical reasons or other appropriate reasons. For purposes of this Section, the front roadway line constitutes the border between the Unit and the General Common Element containing the roadway and/or one of the cul-de-sacs to be constructed and maintained for ingress or egress from the Condominium to the public road known as Lotz Road. With respect to Units located at the intersection of the roadway and a cul-de-sac, the minimum setback required between the dwelling and the roadway or cul-de-sac running along the side lot line as defined in the Canton Township Zoning Ordinance shall be 25 feet. No building on any homesite shall be erected nearer than five (5) from the boundary line which is the border between the Unit and the adjoining Unit.

Section 20. Driveway Paving Requirements. Each Co-owner shall construct a concrete driveway of a size and design approved by the Developer that shall extend from the General Common Element roadway or cul-de-sac in front of the Co-owner's Unit to immediately in front of the garage constructed within the Unit. Such concrete driveway must be completed no later than the date of the final certificate of occupancy issued for the residence constructed within the Unit.

Section 21. Mailboxes. The type of all mail boxes for all Units shall be prescribed by the Developer and shall be located near the roadway as approved by the Developer and as required by postal authorities. If required by postal authorities, a common mail station for mail boxes will be placed on the premises, the expenses of acquisition, maintenance repair and replacement for which will be borne by the Association as an administrative expense.

Section 22. Outbuildings and Temporary Structures. No outbuilding or temporary structure, including, without limitation, trailers, commercial or recreational vehicles, shacks, unattached garages, barns, storage sheds, tents, or tree houses, may be used or occupied, either permanently or temporarily, upon any Unit; except that (i) tents for entertainment purposes may be erected on any Unit for periods not to exceed 48 hours; (ii) an appurtenant swimming pool bathhouse may be maintained upon any Unit, provided that plans for the swimming pool and bathhouse shall have been approved by the Developer and, to the extent required by applicable ordinances, by the Township; (iii) decks, outdoor patios and doghouses may be constructed and maintained upon Units as permitted in Section 3 above; and (iv) a temporary building or trailer for storage of materials and supplies to be used in connection with the construction of a dwelling on any Unit may be kept and maintained on such Unit during the period of such construction.

Section 23. Fences. Rear yard boundary line fences shall be permitted on the Units only if approved as to design and location by the Developer, during the Development and Sales Period, or by the Association thereafter. No fences shall be allowed in front yards areas. Only wood fences shall be permitted within the Project, except that cyclone fences may be permitted by the Developer for dog runs only. Any such dog runs shall be limited to one per Unit, shall not exceed 20 feet by 30 feet in area and shall be located in compliance with the set back and location requirements pertaining to outbuildings. In addition, fences will be permitted to be erected around any swimming pool in accordance with ordinances regulating the construction and use of swimming pools. The location, design and materials of all fences shall be subject to the approval of the Developer.

Section 24. Garages. All dwellings shall have at least a two-vehicle attached garage, and no house shall have more than a three-vehicle attached garage.

Section 25. Signs. No sign or billboard shall be placed or maintained on any Unit, except one sign advertising the Unit or house and Unit for sale or lease, and having not more than nine square feet of surface and the top of which shall be four feet or less above the ground. Until all Units owned by the Developer are sold, no "For Sale" signs shall be allowed on any vacant Unit unless a house is under construction and such house is past the rough carpentry stage of construction, or unless Developer gives prior written approval for the placement of such "For Sale" sign on an individual basis. This restriction shall not apply to Units owned by the Developer. At a minimum, to be eligible for approval, any "For Sale" sign may not be larger than two feet by three feet, must be placed within the Unit, may not be more than four and one half feet above the ground and must be produced by a professional painting or printing service.

Section 26. Underground Utilities. All public utilities such as water mains, sanitary sewers, storm sewers, and natural gas, electric, cable television and telephone local subdivision distribution lines, and the connections to such facilities, whether public or private, shall be installed underground; except that this restriction shall not preclude installation and maintenance of (i) above ground transformers, pedestals, and other above ground electric, cable television, natural gas or telephone equipment deemed necessary by the supplier of any such utility service for the distribution of the service; (ii) open storm water drainage channels; and (iii) and any street lighting poles installed as General Common Elements.

Section 27. Air Conditioners. No external air conditioning unit shall be placed in or attached to a window or wall of any dwelling or appurtenant structure located within the Condominium. No compressor or other component of a central air conditioning system (or similar system, such as a heat pumps) shall be installed or maintained in a location visible from any adjacent road, and, to the extent possible, such equipment shall be installed in a location that minimizes the negative impact from the presence of the system on any adjoining

Unit with respect to noise and appearance. In general, such equipment shall be located behind and within five feet of the rear wall of the dwelling, and shall not project beyond the sidewall of the dwelling into a sideyard.

Section 28. Chimneys. All chimneys, including fireplace and furnace chimneys, shall have flues lined from top to bottom with standard clay lining or other fire resistant material. No prefabricated chimneys shall be installed or maintained for any purpose, including, without limitation, any fireplace, furnace, heater or stove.

Section 29. Damage to Roadways or Common Elements During Construction. To assure the roads in the Condominium are not damaged during construction of the residence and other improvements within a Unit and notwithstanding any contrary provision contained in the Condominium Documents, damage to private roads or other Common Elements in the Project caused by or resulting from construction or other activities taking place on a Co-owner's Unit must be repaired by the Co-owner who caused the damage (or the contractor, agent or employee having caused the damage). Such repairs must return the damaged area to substantially its original condition and must be undertaken as soon as possible. If a Co-owner fails to make the repairs, the Association (or the Developer acting on behalf of the Association) may collect the expense incurred by the Association in repairing the roadway or other Common Element in the same manner and with the same rights and remedies afforded to the Association (including reimbursement of cost and attorney's fees) for the collection of assessments under these Bylaws. The Association or the Developer shall not be obliged to seek reimbursement from the Co-owner's contractor, agent or employee before seeking reimbursement from the Co-owner in question. All construction equipment (such as tracked equipment like bulldozers and graders) brought to the site by trailers must be unloaded on the roads or curb.

## ARTICLE VII

### MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his or her Unit shall notify the Association of the name and address of the mortgagee at closing and shall further notify the Association of any subsequent mortgagee acquiring an interest in the Co-owner's Unit. The Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notice of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days. If a Co-owner fails to provide the information required in this section, the Association may charge the Co-owner for any costs it incurs in collecting the information for its records and the costs incurred may be collected from the Co-owner in the same manner as assessments are collected under these Bylaws.

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

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

## ARTICLE VIII

### VOTING

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

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance Article XI, Section 2 of these Bylaws. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required below in Section 3 of this Article VIII or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns. If, however, the Developer elects to designate a Director (or Directors) pursuant to its rights under Article XI; it shall not then be entitled to also vote for the nondeveloper Directors.

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

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

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

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

## ARTICLE IX

### MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units in Wildwood Springs have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to nondeveloper Co-owners of 75% of all Units or 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner.

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

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

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

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power



represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of any preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

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

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

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

## ARTICLE X

### ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of one-third (1/3) of the Units which may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three nondeveloper Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the nondeveloper Co-owners have the voting strength to elect a majority of the Association's Board of Directors. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

## ARTICLE XI

### BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of 3 members, all of whom must be members of the Association or officers, partners, trustees, agents or employees of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

#### Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first nondeveloper Co-owners to the Board. Elections for nondeveloper Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Nondeveloper Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 25% of the Units that may be created, one of the three Directors shall be selected by nondeveloper Co-owners. When the required number of conveyances has been reached, the Developer shall notify the nondeveloper Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

(1) Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 75% of the Units that may be created, the nondeveloper Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as he owns and offers for sale at least seven (7) of the Units in the Project. Such designee, if any, shall be one of the total number of Directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (4) below. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, the nondeveloper Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the nondeveloper Co-owners have the right to elect under subsection (2), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units

held by the nondeveloper Co-owners under subsection (b) results in a right of nondeveloper Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nondeveloper Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one Director as provided in subsection (1).

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

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

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

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

(a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof;

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;

(c) To carry insurance and collect and allocate the proceeds thereof;

(d) To rebuild improvements after casualty;

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project;

(f) To acquire, maintain and improve; and to buy, sell, operate, manage, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association;

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value;

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws;

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board; and

(j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

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

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

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be

fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

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

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of directors, there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joining of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

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

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

## ARTICLE XII

### OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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

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

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

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

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

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

#### ARTICLE XIII

##### SEAL

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

#### ARTICLE XIV

##### FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify

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

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

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

#### ARTICLE XV

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he may be a party or in which he may become involved by reason of his or her being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his or her duties; provided that, for any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, this indemnification shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall give notice of such payment to all of the Co-owners. The Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the Association's officers and Directors in such amounts as it shall deem appropriate.

#### ARTICLE XVI

##### AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the

Directors or may be proposed by one-third or more of the Co-owners in a written instrument signed by them.

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

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

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

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

#### ARTICLE XVII

##### COMPLIANCE

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

#### ARTICLE XVIII

##### DEFINITIONS

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

#### ARTICLE XIX

##### REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of a lien (if default in payment of assessment is



involved) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

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

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit (but not into any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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

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

## ARTICLE XX

### ASSESSMENTS OF FINES

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

Section 2. Procedures. Upon allegation of any such violation by the Board of Directors, the following procedures will be followed:

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

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

(c) Default. Failure to respond to the Notice of Violation shall constitute a default.

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

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and upon the final decision of the Board as described above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Twenty-five Dollars (\$25.00) fine.

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

(d) Fourth and Subsequent Violations. One Hundred Dollars (\$100.00) fine for each violation.

Notwithstanding anything stated in these Bylaws to the contrary, a change in this schedule of fines may be made by a resolution of the Board of Directors and shall not require the adoption or recording of an amendment to these Bylaws. Should the Board of Directors adopt an appropriate resolution, this schedule of fines may be adjusted for inflation as measured by the Consumer Price Index published by the Bureau of Labor Statistics for the Detroit SMSA or such other index reasonably selected by the Board of Directors.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all remedies set forth in the Condominium Documents including, without limitation, those described in this Article XX and in Article II of these Bylaws.

#### ARTICLE XXI

#### RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have

the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article IV of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer pertains only to Developer's rights to approve and control the administration of the Condominium and shall not be construed to cause the termination of any real property right granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements, and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

#### ARTICLE XXII

#### SEVERABILITY

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

4/28/94gwd/platrev

FIRST AMENDMENT TO MASTER DEED OF  
WILDWOOD SPRINGS

WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 380

J. C. BUILDING CORP. II, a Michigan corporation, being the Developer of WILDWOOD SPRINGS, a condominium project established pursuant to the Master Deed thereof, recorded November 4, 1994 in Liber 27710, Pages 596 through 647, both inclusive, Wayne County Records, and known as Wayne County Subdivision Plan No. 380, hereby amends the Master Deed of WILDWOOD SPRINGS (the "Original Master Deed"), pursuant to Article VIII of the Original Master Deed, for the purpose of providing for the construction and maintenance of a screening fence within the right-of-way of I-275 pursuant to agreement with the Michigan Department of Transportation and to provide for the maintenance of the grounds between the fence and the west boundary of the Condominium. Upon the recording of this First Amendment to Master Deed ("First Amendment") in the office of the Wayne County Register of Deeds, the Original Master Deed and the Original Condominium By-Laws attached thereto as Exhibit A shall be amended, as follows:

1. Article IV, Section 1, of the Master Deed captioned "General Common Elements" is amended by the addition of the following paragraph (1):

(1) Screening Fence. The screening fence (the "Screening Fence"), if any, erected within the right-of-way of I-275 and the right to maintain the fence pursuant to such license agreement as may be entered into by the Developer or Association pursuant to Article VII, Section 2(e) of this Master Deed shall be a general common element of the Condominium. For purposes of the Michigan Condominium Act, the Screening Fence is designated as "need not be built".

2. Article IV, Section 2, of the Master Deed captioned "Limited Common Elements" is amended to read as follows:

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The electrical transformers located within the Project are Limited Common Elements appurtenant to the Unit or Units served by each transformer. The only other Limited Common Elements in the Project are the portions of the I-275 right-of-way situated between the western boundary of the Project and any Screening Fence erected within the right-of-way pursuant to such agreement as may be entered into by the Developer or the Association pursuant to Article VII, Section 2(e) of this Master Deed. To the extent that any Co-owner shall have any right of possession or use of such portion of the right-of-way by virtue of such agreement, the I-275 right-of-way area between the Screening Fence and any particular Unit shall be treated as a Limited Common Element appurtenant to that Unit.

2. Article IV of the Master Deed captioned "Common Elements" is amended by the addition of the following Section 8:

Section 8. Screening Fence. The Condominium Association shall be responsible for the maintenance, replacement or, if required, removal of the Screening Fence. Each Co-owner of a Unit screened from I-275 or the I-275 rest area by the Screening Fence shall be responsible for mowing the grass and vegetation within the area located between the boundary of the Co-owner's Unit and the Screening Fence; provided that the Association may, at its election, chose to undertake responsibility for such maintenance by the adoption of a rule or regulation pursuant to Article VI, Section 10 of the Condominium Bylaws.

3. Article VII, Section 2, of the Master Deed captioned "Rights Retained by Developer" is amended by the addition of the following paragraph (e):

(e) Agreement for Screening Fence. Developer reserves the right at any time during the Development and Sales Period to enter into agreements on behalf

of the Association with the Michigan Department of Transportation ("MDOT") or such other successor agency as may hold title to or control the right-of-way of I-275 to provide for the construction and maintenance of a screening fence (the "Screening Fence") within the I-275 right-of-way. Such agreements may take the form of a license, revocable at the election of MDOT or its successor agency, and may provide for the maintenance of the right-of-way area between the Condominium boundary and the Screening Fence at the expense of the Co-owners of Units screened by the Screening Fence or the Association. All Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such agreements and the Association shall continue to be bound by such agreements after the Development and Sales Period has expired.

4. Article VI of the Condominium Bylaws captioned "Restrictions" is amended by the addition of the following Section 30:

Section 30. Right-of-Way Area within Screening Fence. No Co-owner shall cause or permit the installation or maintenance of any improvement or landscaping within the area between his Unit and any Screening Fence constructed within the adjoining I-275 right-of-way without the express written consent of the Association and, if required by any agreement binding upon the Association, by MDOT or any successor government agency to MDOT.

In all other respects, other than as indicated in this First Amendment, the Original Master Deed of Wildwood Springs, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, is hereby ratified and declared.

WITNESSES:

J. C. BUILDING CORP. II, a  
Michigan corporation

                  /s/                    
Craig Piasecki

By:                   /s/                    
John Weller, Jr.  
Its: Vice-President

                  /s/                    
George W. Day

STATE OF MICHIGAN)  
                                  ) SS.  
COUNTY OF OAKLAND)

On this 30th day of January, 1995, the foregoing First Amendment to Master Deed was acknowledged before me by John Weller, Jr., the Vice-President of J. C. Building Corp. II, a Michigan corporation, on behalf of the corporation.

                                  /s/                                    
Margaret E. Eddy, Notary Public  
Oakland County, Michigan  
My Commission expires: May 8, 1996

Master Deed drafted by and  
when recorded return to:

George W. Day, Esq.  
8181 Hazelton  
Dearborn Heights, MI 48127

1/30/95gwd/frstamd

## ESCROW AGREEMENT

This Agreement is entered into this 30<sup>th</sup> day of January, 1995, by and among J. C. Building Corp. II, a Michigan corporation (the "Original Developer"); Fidelity National Title Insurance Company of New York, a New York corporation (the "Escrow Agent"); and one or more parties who have joined in this agreement by signing below as Developer's Assign(s) for purposes of this Agreement.

### Factual Background

Developer has established Wildwood Springs in Wayne County, Michigan as a Condominium Project under the Michigan Condominium Act, as amended (hereinafter the "Act"), with the November 4, 1994 recording of a Master Deed (the "Master Deed"). Wildwood Springs is identified as Wayne County Condominium Subdivision Plan No. 380 and comprises sixty-six (66) units (the "Units"), each of which constitutes a site for the construction of a single-family home.

Escrow Agent has received satisfactory evidence from Developer that all of the elements of Wildwood Springs designated in the Condominium Subdivision Plan as "must be built" for purposes of the Act have been completed. Those elements include the roadway constructed to provide access to the Units and the utilities required for the use of single-family homes to be constructed on the Units.

Developer has entered into an agreement with the first undersigned licensed builder ("Developer's Assign") which provides for conveyance of title to Units located in Wildwood Springs to Developer's Assign for the purpose of enabling that party to construct homes within the Units and convey title to the improved Units to prospective purchasers ("Purchasers"). Developer may or may not enter into subsequent agreements for the same purpose with other licensed builders.

Developer, Developer's Assign and any other builders who might subsequently agree to purchase and resell Units in Wildwood Springs wish to provide for the deposit in escrow of certain funds received by Developer or Developer's Assign(s) in connection with the sale of Units in compliance with the Act. Escrow Agent has agreed to assist in the achievement of that objective by acting as an independent party under the provisions of this Agreement and the Act for the benefit of Developer, Developer's Assign(s) and all Purchasers and not as the agent of any one or less than all of such parties.

NOW THEREFORE, it is agreed that:

1. Initial Deposit of Funds. Developer or Developer Assign(s) shall, promptly after receipt, transmit to Escrow Agent all sums deposited as earnest money under a Purchase Agreement along with a fully executed copy of such Agreement and a receipt from Purchaser showing Purchaser's receipt of the required documents pursuant to the Michigan Condominium Act. (Purchasers are to be provided with copies of the Condominium Buyer's Handbook, the Master Deed, the Condominium Bylaws and Condominium Subdivision Plan recorded as Exhibits "A" and "B" to the Master Deed, and the Disclosure Statement upon execution of a Purchase Agreement.) When deemed feasible by Escrow Agent, sums received by Escrow Agent to be held in escrow pursuant to the terms of this Agreement shall be deposited in an interest-bearing account, with interest thereon accruing to the party identified as the "Seller" under the Purchase Agreement and payable to said party (hereinafter referred to as the "Seller under the Purchase Agreement") as set forth below.

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

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

(i) If a Purchase Agreement is contingent upon Purchaser obtaining a mortgage and Purchaser is unable to do so as provided therein, Escrow Agent shall release to Purchaser all sums held by Escrow Agent pursuant to said Purchase Agreement.

(ii) If a Purchaser duly withdraws from a Purchase Agreement before the Purchase Agreement becomes binding under the terms thereof, then Escrow Agent shall, within three (3) business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held under the Purchase Agreement.

(iii) If sums are returned to a Purchaser for any of the reasons described above, any accrued interest on the returned deposit shall be paid to the Seller under the Purchase Agreement.

B. Default by Purchaser. If, after a Purchase Agreement has become binding in accordance with the terms thereof, the Purchaser defaults in making any payments required by the Purchase Agreement or in fulfilling any other obligation thereunder for a period of ten (10) days after written notice to Purchaser by the Seller under the Purchase Agreement, Escrow Agent shall release sums held pursuant to the Purchase Agreement and any accrued interest to the Seller under the Purchase Agreement in accordance with the terms of the Purchase Agreement.

C. Expiration of Purchaser's Right to Withdraw from a Purchase Agreement or Purchaser's Receipt of a Mortgage Commitment. If a Purchase Agreement is contingent upon Purchaser obtaining mortgage financing, Escrow Agent shall release all sums held in escrow under said Purchase Agreement to the Seller under the Purchase Agreement upon receipt of evidence that Purchaser has received a commitment for mortgage financing; provided that Purchaser's right to withdraw under the Purchase Agreement has first been waived or expired. If a Purchase Agreement is not contingent upon Purchaser obtaining a mortgage, Escrow Agent shall release all sums held in escrow under said Purchase Agreement to the Seller under the Purchase Agreement upon the expiration of Purchaser's right to withdraw under the terms of the Purchase Agreement or receipt of satisfactory evidence of Purchaser's waiver of that right.

3. Release of Interest Earned Upon Escrowed Funds. Interest earned upon those sums placed in escrow hereunder shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released under the terms of this Agreement.

4. Collection of Funds Prior to Release. Escrow Agent shall not be obliged to release any funds until it can satisfactorily determine that the said funds deposited have been "paid", "settled" and "fully collected" as such terms are defined in Article IV of the Michigan Uniform Commercial Code (MCLA 440.4101, et. seq.), as amended.

5. Proof of Occurrences. Escrow Agent may require reasonable proof of the occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement either to a Purchaser thereunder or to the Seller thereunder. No inspection of the Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent.

6. Limited Liability of Escrow Agent; Right to Deduct Expenses from Escrow Deposits. Upon making delivery of funds deposited with Escrow Agent pursuant to any Purchase Agreement and performance of the obligations and services stated herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as

failure of any bank used by it as an escrow depository for funds received by it under this Agreement.

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

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

7. Notices. All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage prepaid and return receipt requested, at the address shown below the recipient party's signature to this Agreement. Notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

"DEVELOPER"

J. C. Building Corp. II,  
a Michigan corporation

By: [Signature]  
Its: President

4204 Martin Road, Suite A  
Walled Lake, MI 48390

"DEVELOPER'S ASSIGN"

Chart Assoc., a Michigan  
Co-Partnership

By: [Signature]  
Its: Partner

\_\_\_\_\_  
\_\_\_\_\_

"ESCROW AGENT"

Fidelity National Title Insurance Company  
of New York, a New York corporation

By: [Signature]  
Its: Vice President

22260 Haggerty Road, Suite 230  
Northville, MI 48167

"DEVELOPER'S ASSIGN"

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



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

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 380  
 EXHIBIT "B" TO THE MASTER DEED OF  
**WILDWOOD SPRINGS**  
 CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

**LEGAL DESCRIPTION**

A PART OF THE WEST 1/2 OF SECTION 24, T. 2 S., R. 8 E., CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT N. 01°27'55" W. 2064.36 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 24, FROM THE SOUTH 1/4 CORNER OF SAID SECTION 24; THENCE FROM SAID POINT OF BEGINNING S. 88°33'23" W. 283.00 FEET; THENCE N. 01°27'55" W. 43.43 FEET; THENCE S. 88°32'05" W. 428.56 FEET; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE EASTERLY LINE OF I-275 EXPRESSWAY N. 05°33'44" E. 570.52 FEET, N. 46°58'55" W. 667.71 FEET, N. 02°18'17" E. 473.23 FEET, N. 00°55'58" E. 88.91 FEET; THENCE N. 87°35'31" E. 473.07 FEET; THENCE S. 39°18'35" E. 476.20 FEET; THENCE S. 03°02'01" W. 418.47 FEET; THENCE S. 40°45'55" E. 238.34 FEET; THENCE S. 01°27'55" E. 385.00 FEET; THENCE N. 88°32'05" E. 200.00 FEET TO SAID NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE ALONG SAID NORTH AND SOUTH 1/4 LINE S. 01°27'55" E. 283.79 FEET TO THE POINT OF BEGINNING. CONTAINING 22.70 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OVER LOTZ ROAD AND I-275 EXPRESSWAY.

**DEVELOPER**

J.C. BUILDING CORP. II,  
 A MICHIGAN CORPORATION  
 4204 MARTIN RD.  
 SUITE-A  
 WALLED LAKE, MI 48390

**INDEX OF DRAWINGS**

DWG. NO.	DWG. TITLE
1	COVER SHEET
2	SURVEY PLAN
3	UTILITY PLAN
4	UTILITY PLAN
5	SITE PLAN
6	SITE PLAN
7	UNIT DATA
8	FLOOD PLAIN PLAN

**SURVEYOR & PREPARER**

ZEIMET/WOZNIAK & ASSOC., INC.  
 28450 FRANKLIN RD.  
 SOUTHFIELD, MI 48034

JUNE 29, 1994

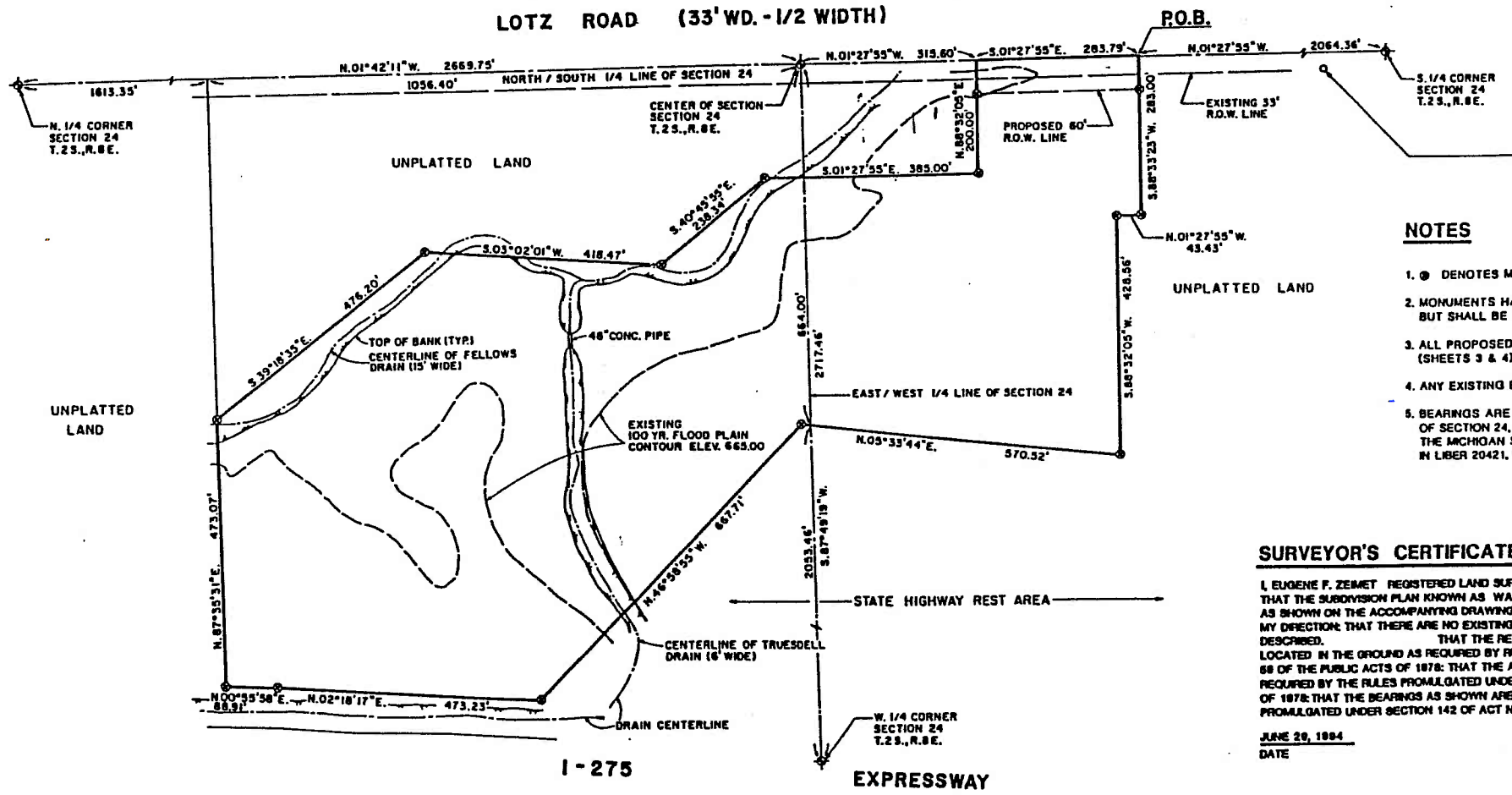
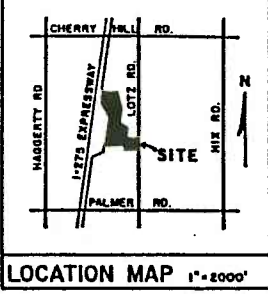
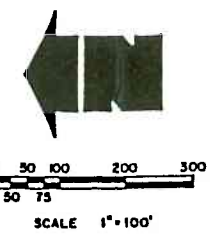
PROPOSED



*Eugene J. Zeimet*

REVISIONS		WILDWOOD SPRINGS	
ITEM	DATE BY		

<b>COVER SHEET</b>	SCALE AS SHOWN ON THIS PLAN
<b>ZEIMET/WOZNIAK</b> CIVIL ENGINEERS & LAND SURVEYORS	SOUTHFIELD, MICHIGAN 48034
28450 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 1-313-282-0555	SHEET NO <b>1</b>



**BENCHMARK**  
RIM OF EXISTING SANITARY MANHOLE  
498.3' SOUTH OF S.E. CORNER OF SITE  
28.5' WEST OF CENTERLINE OF LOTZ RD.  
ELEVATION 672.35 U.S.G.S.

**NOTES**

1. ● DENOTES MONUMENT. • DENOTES IRON SET.
2. MONUMENTS HAVE NOT BEEN SET AT TIME OF PLAN PREPARATION, BUT SHALL BE NO LATER THAN JUNE 29, 1995.
3. ALL PROPOSED EASEMENTS ARE SHOWN ON THE UTILITY PLANS (SHEETS 3 & 4).
4. ANY EXISTING EASEMENTS WILL BE SHOWN ON AS-BUILT DRAWINGS.
5. BEARINGS ARE IN RELATION TO THE EAST AND WEST 1/4 LINE OF SECTION 24, T.2 S., R.8 E., DESCRIBED IN A WARRANTY DEED TO THE MICHIGAN STATE TRANSPORTATION COMMISSION AS RECORDED IN LIBER 20421, PAGES 217 & 218, WAYNE COUNTY RECORDS.

**SURVEYOR'S CERTIFICATE**

I, EUGENE F. ZEMET, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 68 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 68 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 68 OF THE PUBLIC ACTS OF 1978.

JUNE 29, 1994  
DATE

*Eugene F. Zemet*  
EUGENE F. ZEMET P.S. NO. 9208  
ZEMET/WOZNIAK & ASSOC., INC.  
25460 FRANKLIN RD.  
SOUTHFIELD, MI 48034

1-275

JUNE 29, 1994 PROPOSED

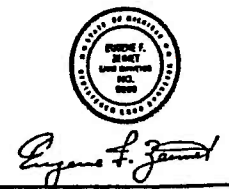
REVISIONS		DATE BY	
ITEM			

**WILDWOOD SPRINGS**

**SURVEY PLAN**

**ZEMET/WOZNIAK**  
CIVIL ENGINEERS & LAND SURVEYORS  
25460 FRANKLIN ROAD  
SOUTHFIELD, MICHIGAN 48034  
(313) 362-9900

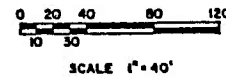
2



MATCH LINE SEE SHEET 3

100 YR. FLOOD PLAIN  
ELEV. 664.40

CENTERLINE OF FELLOWS DRAIN  
60' WD. EASEMENT FOR FELLOWS DRAIN  
TOP OF BANK (TYP.)



**LEGEND**

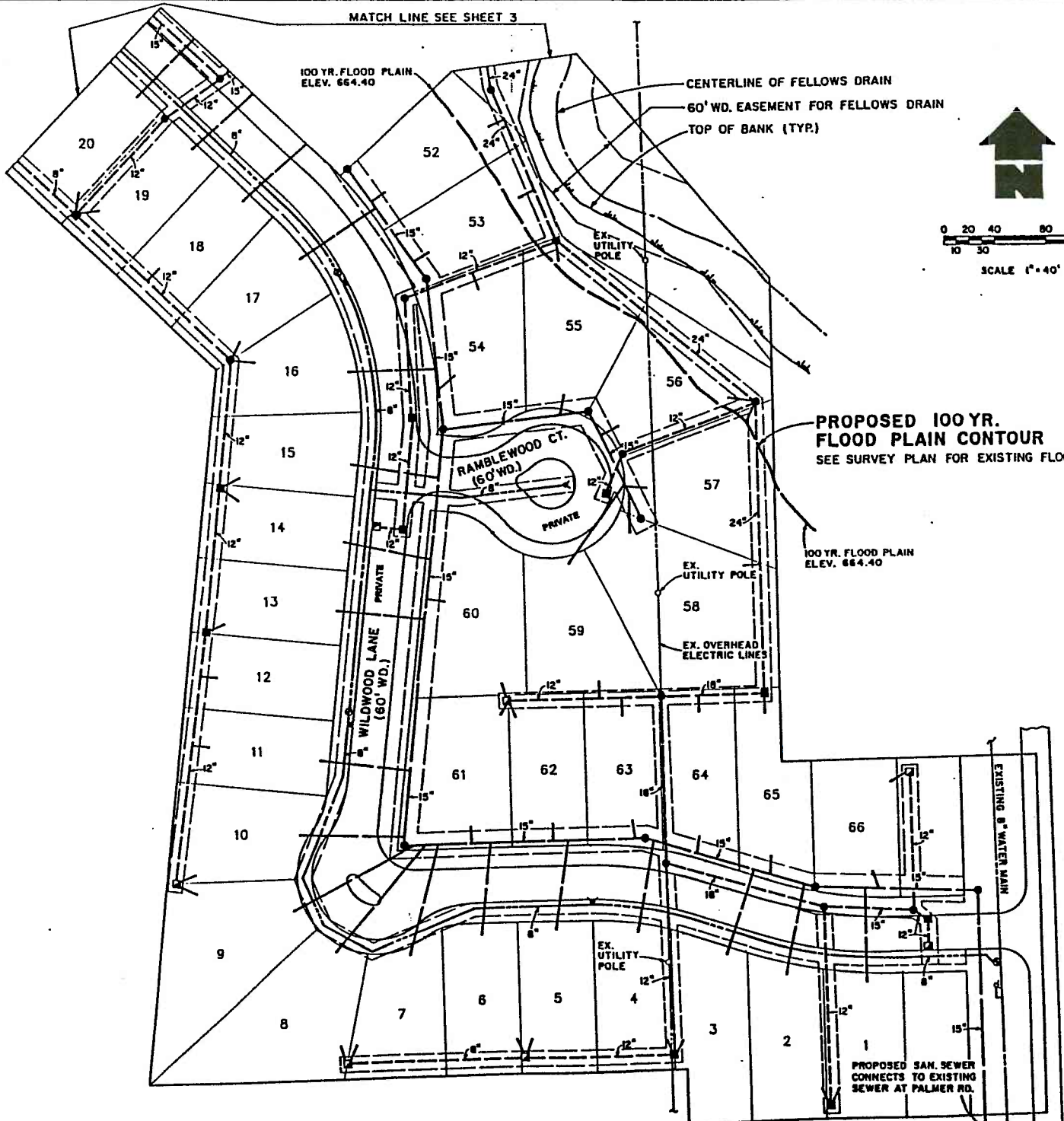
- WATER MAIN
- STORM SEWER
- SANITARY SEWER
- MANHOLE
- CATCH BASIN
- INLET
- ▲ END SECTION
- ▼ HYDRANT
- GATE VALVE

**PROPOSED 100 YR. FLOOD PLAIN CONTOUR**  
SEE SURVEY PLAN FOR EXISTING FLOOD PLAIN

100 YR. FLOOD PLAIN  
ELEV. 664.40

**NOTES**

1. FINISHED GRADE ELEVATIONS FOR ALL UNITS LIE ABOVE THE PROPOSED 100 YEAR FLOOD PLAIN ELEVATION OF 664.40 - 665.80.
2. EASEMENTS AS SHOWN OVER WATER MAIN ARE 12' WIDE, OVER SANITARY SEWER ARE 20' WIDE AND OVER STORM SEWER ARE 12' WIDE.
3. WATER SERVICE LEAD LOCATIONS ARE NOT KNOWN AT TIME OF PLAN PREPARATION, BUT WILL BE SHOWN ON AS-BUILT DRAWINGS.
4. SANITARY SEWER SERVICE LEADS ARE 6", STORM SEWER SUMP LEADS ARE 4".
5. UNITS 1 THROUGH 66 "MUST BE BUILT".



LOTZ ROAD



*Eugene J. Jurek*  
**PROPOSED  
JUNE 29, 1994**

REVISIONS		DATE	BY
ITEM			

**WILDWOOD SPRINGS**

**UTILITY PLAN**

**ZEIMETWOJNIAK**

INCORPORATED

CIVIL ENGINEERS & LAND SURVEYORS

28450 FRANKLIN ROAD

SOUTHFIELD, MICHIGAN 48034

(313) 352-6950

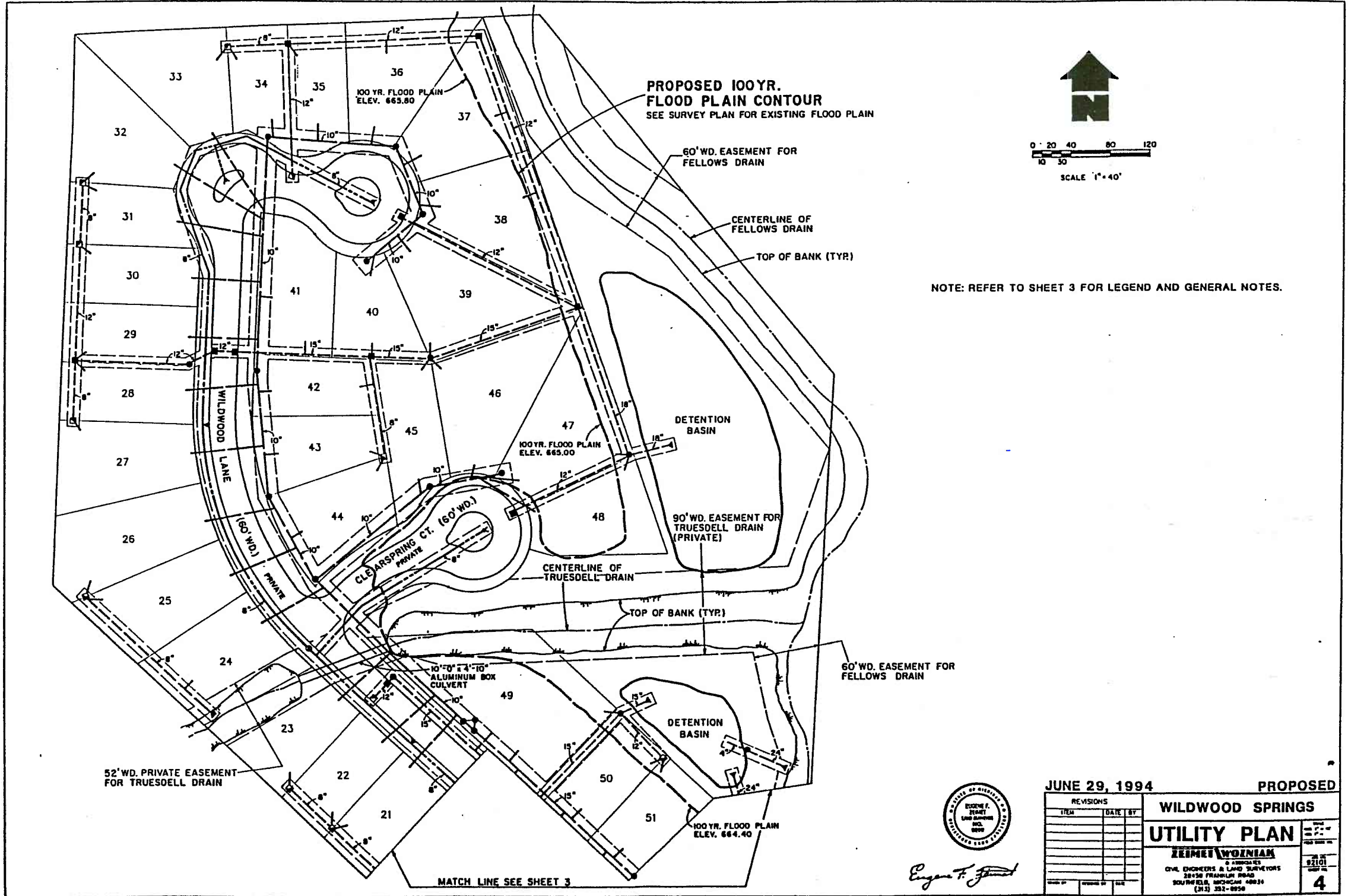
DATE: 6/29/94

SCALE: AS SHOWN

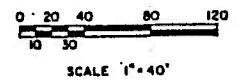
PROJECT NO: 92101

3

PROPOSED SAN. SEWER  
CONNECTS TO EXISTING  
SEWER AT PALMER RD.



**PROPOSED 100 YR. FLOOD PLAIN CONTOUR**  
 SEE SURVEY PLAN FOR EXISTING FLOOD PLAIN



NOTE: REFER TO SHEET 3 FOR LEGEND AND GENERAL NOTES.

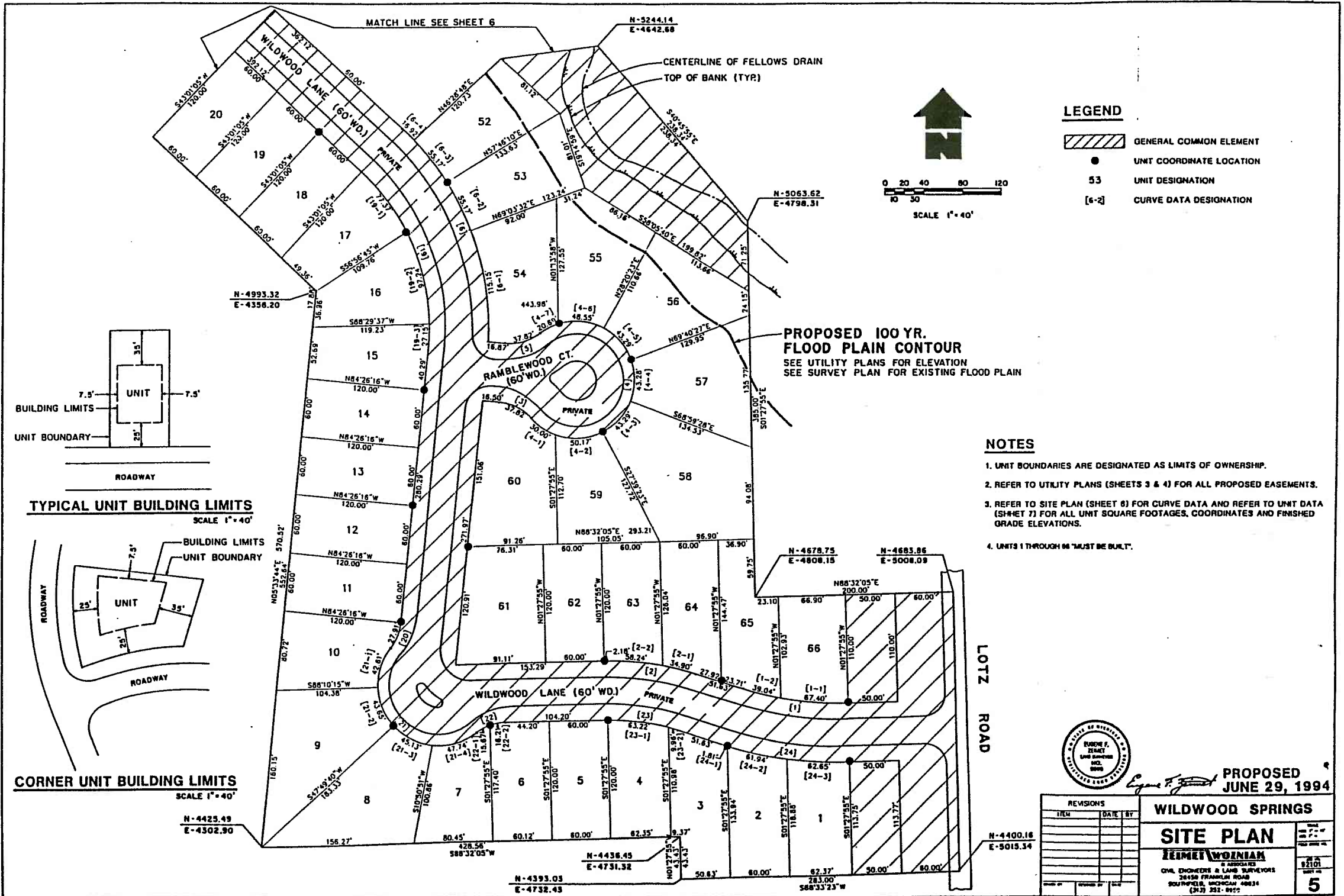
52' WD. PRIVATE EASEMENT FOR TRUESDELL DRAIN

MATCH LINE SEE SHEET 3





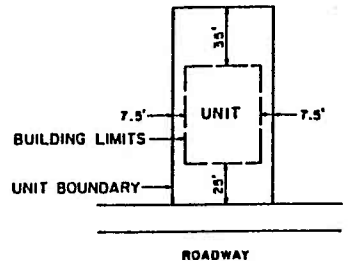
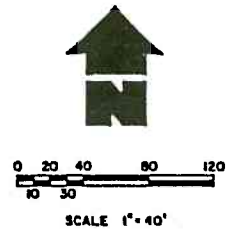
*Eugene F. Fiedler*

REVISIONS		<b>WILDWOOD SPRINGS</b> <b>UTILITY PLAN</b>
ITEM	DATE BY	
		<b>ZEMET WOJNIAK</b> CIVIL ENGINEERS & LAND SURVEYORS 28156 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 (313) 322-8956
JUNE 29, 1994		<b>PROPOSED</b>
4		4

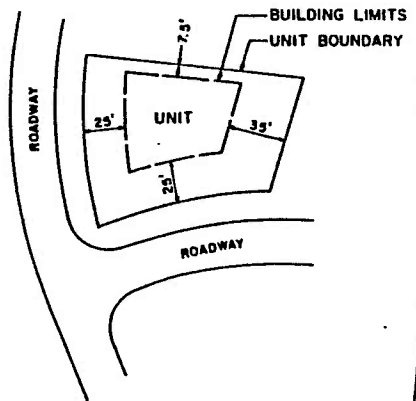


**LEGEND**

-  GENERAL COMMON ELEMENT
-  UNIT COORDINATE LOCATION
- 53** UNIT DESIGNATION
- [6-2]** CURVE DATA DESIGNATION



**TYPICAL UNIT BUILDING LIMITS**  
SCALE 1" = 40'



**CORNER UNIT BUILDING LIMITS**  
SCALE 1" = 40'

**PROPOSED 100 YR. FLOOD PLAIN CONTOUR**  
SEE UTILITY PLANS FOR ELEVATION  
SEE SURVEY PLAN FOR EXISTING FLOOD PLAIN

**NOTES**

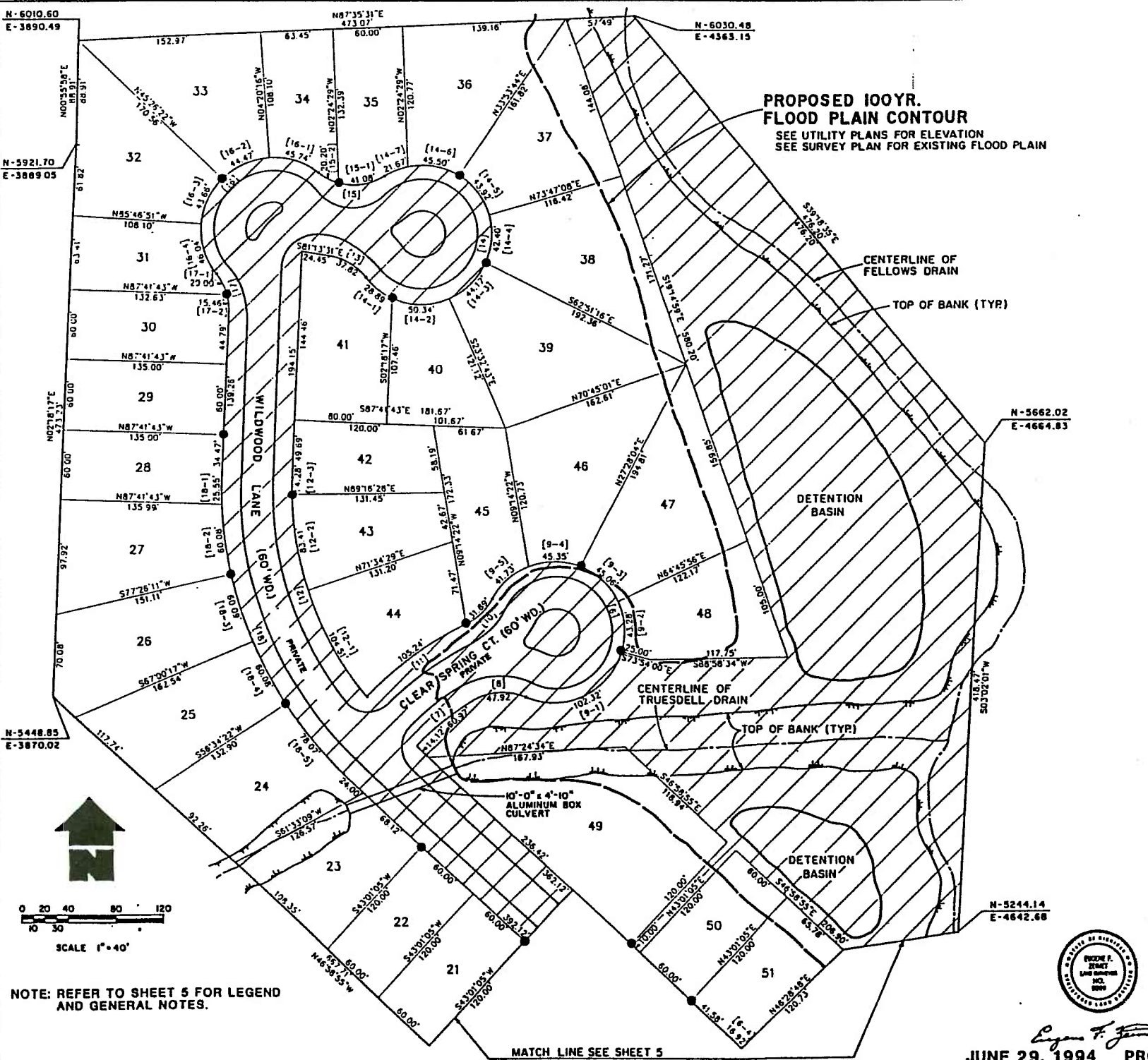
1. UNIT BOUNDARIES ARE DESIGNATED AS LIMITS OF OWNERSHIP.
2. REFER TO UTILITY PLANS (SHEETS 3 & 4) FOR ALL PROPOSED EASEMENTS.
3. REFER TO SITE PLAN (SHEET 6) FOR CURVE DATA AND REFER TO UNIT DATA (SHEET 7) FOR ALL UNIT SQUARE FOOTAGES, COORDINATES AND FINISHED GRADE ELEVATIONS.
4. UNITS 1 THROUGH 66 MUST BE BUILT.



PROPOSED  
JUNE 29, 1994

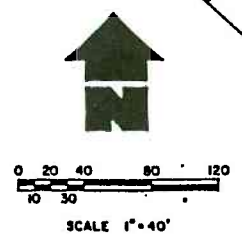
REVISIONS		
ITEM	DATE	BY

<b>WILDWOOD SPRINGS</b>	
<b>SITE PLAN</b>	
<b>ZIMET WOJNIAK</b>	
A REGISTERED CIVIL ENGINEER & LAND SURVEYOR	
28450 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 (313) 352-9122	
SHEET NO. 5	TOTAL SHEETS 5



### CURVE DATA

NO.	RADIUS	ARC	DELTA	CHORD	CHORD-BEARING
1-1	320.00	106.44	19°03'31"	105.95	N81°56'09"V
1-2		67.40	12°04'03"	67.27	N85°25'33"V
2-1	280.00	39.04	06°59'29"	39.02	N75°54'08"V
2-2		93.14	19°03'31"	92.71	N81°56'09"V
3-1		34.90	07°08'26"	34.87	N75°58'38"V
3-2	50.00	58.24	11°55'03"	58.14	N85°30'23"V
4-1	60.00	37.82	11°20'30"	36.93	S62°46'01"E
4-2		279.27	266°41'00"	87.27	N05°33'44"E
4-3		30.00	28°38'54"	29.69	S35°25'13"E
4-4		50.17	47°54'43"	48.72	N86°17'59"E
4-5		43.29	41°20'05"	42.35	N41°40'35"E
4-6		43.28	41°20'05"	42.35	N00°20'29"E
4-7		43.29	41°20'04"	42.35	N48°59'55"V
4-8		48.55	46°21'29"	47.23	N84°50'21"V
4-9		20.69	19°45'41"	20.59	S62°06'05"V
5-1	50.00	37.82	43°20'30"	36.93	S73°53'29"V
6-1	280.00	242.41	49°36'15"	234.91	N22°10'47"V
6-2		115.15	23°33'48"	114.34	N09°09'34"V
6-3		33.17	11°17'22"	33.08	N25°35'09"V
6-4		33.17	11°17'22"	33.08	N37°52'31"V
7-1	220.00	16.92	03°27'43"	16.92	N45°15'03"V
7-2		60.97	15°52'48"	60.78	N50°57'29"E
7-3	30.00	47.92	54°54'35"	46.10	N86°21'10"E
7-4	60.00	277.74	265°13'32"	88.31	N18°48'18"V
8-1		102.32	97°42'29"	90.36	N64°57'14"E
8-2		43.28	41°20'05"	42.35	N00°20'29"E
8-3		43.05	43°31'19"	44.00	N46°44'43"V
8-4		45.35	43°18'21"	44.28	N89°54'32"V
8-5		41.73	39°51'21"	40.90	S48°30'37"V
9-1	50.00	31.69	36°18'50"	31.16	S46°44'21"V
9-2	290.00	105.24	21°32'10"	104.63	S54°07'41"V
9-3	270.00	202.20	42°54'30"	197.51	N19°09'58"V
10-1		101.51	22°11'42"	101.51	N03°14'34"V
10-2		83.41	17°41'59"	83.08	N09°34'31"V
10-3		14.28	03°01'49"	14.28	N00°47'22"E
10-4	50.00	37.82	43°20'30"	36.93	S59°33'16"E
10-5	60.00	276.89	264°24'36"	88.89	N09°54'41"E
11-1		28.89	27°35'17"	28.61	S31°48'39"E
11-2		50.34	48°04'25"	48.88	S89°30'20"E
11-3		44.17	42°10'44"	43.18	N45°21'55"E
11-4		42.40	40°29'25"	41.52	N04°01'51"E
11-5		43.92	41°56'12"	42.94	N37°10'58"V
11-6		45.50	43°27'02"	44.42	N79°52'35"V
11-7		21.67	20°41'31"	21.55	S68°03'09"V
11-8	50.00	61.28	70°13'17"	57.52	N87°10'58"V
11-9		41.08	47°04'31"	39.94	S81°14'39"V
11-10		28.20	23°08'46"	28.06	N63°38'43"V
11-11		179.91	166°15'14"	123.11	S44°48'03"V
11-12		45.74	42°15'56"	44.71	N73°12'18"V
11-13		44.47	41°06'02"	43.53	S63°06'43"V
11-14		43.66	40°20'33"	42.76	S24°23'26"V
11-15		46.04	42°32'43"	44.99	S17°03'12"E
11-16	50.00	35.46	48°37'51"	34.72	S18°00'58"E
11-17		28.00	23°08'46"	19.87	S26°51'54"E
11-18		15.46	17°42'31"	15.39	S06°32'58"E
11-19	330.00	283.87	49°17'12"	275.20	S22°20'19"E
11-20		25.55	04°26'11"	25.55	S00°05'12"V
11-21		60.00	10°23'55"	60.00	S07°20'31"E
11-22		60.00	10°23'54"	60.00	S17°46'46"E
11-23		60.00	10°23'55"	60.00	S28°12'40"E
11-24		78.07	13°33'17"	77.89	S48°12'16"E
11-25	220.00	201.76	52°32'39"	194.76	S20°42'35"E
11-26		77.37	20°08'58"	76.97	S36°54'26"E
11-27		97.24	25°19'34"	96.46	S14°10'10"E
11-28		27.15	07°04'07"	27.12	S02°01'41"V
11-29	50.00	27.91	31°58'53"	27.55	S21°33'12"V
11-30	62.00	179.13	165°23'16"	123.01	S49°15'25"E
12-1		42.61	39°22'24"	41.77	S17°51'27"V
12-2		43.65	40°28'33"	42.76	S22°00'01"E
12-3		45.13	41°42'03"	44.14	S63°01'19"E
12-4		47.74	44°07'16"	46.57	N74°04'81"E
12-5	50.00	31.88	36°21'42"	31.34	N70°16'14"E
12-6		15.67	17°57'42"	15.61	N60°59'14"E
12-7		16.21	18°34'00"	16.11	N78°15'25"E
12-8	220.00	73.18	19°03'31"	72.84	S81°56'09"E
12-9		63.22	16°27'51"	63.00	S83°13'59"E
12-10		9.96	02°35'40"	9.96	S73°42'14"E
12-11	380.00	126.40	19°03'31"	125.82	S81°56'09"E
12-12		1.81	00°16'23"	1.81	S72°32'35"E
12-13		61.94	09°20'20"	61.87	S77°20'57"E
12-14		62.63	09°26'48"	62.58	S86°44'31"E



NOTE: REFER TO SHEET 5 FOR LEGEND AND GENERAL NOTES.

MATCH LINE SEE SHEET 5



Eugene F. J...  
**JUNE 29, 1994 PROPOSED**

REVISIONS		WILDWOOD SPRINGS	
NO.	DATE	BY	
<b>SITE PLAN</b>		<b>KEIMET WORNIAN</b>	
CIVIL ENGINEERS & LAND SURVEYORS		REG. NO. 92101	
18430 FRANKLIN ROAD		SOUTHFIELD, MICHIGAN 48034	
(313) 352-8950		<b>6</b>	

UNIT DATA				
UNIT NO.	NORTHING	EASTING	FINISH GRADE ELEV.	S.F.
1	4511.10	4902.45	667.3	7,201
2	4526.76	4777.00	668.9	7,923
3	4528.75	4777.00	669.5	8,390
4	4534.50	4656.56	670.3	7,390
5	4534.50	4636.56	671.1	7,289
6	4541.33	4528.00	671.1	7,201
7	4541.33	4528.00	671.0	7,395
8	4540.97	4436.77	672.2	11,340
9	4546.37	4436.77	673.2	11,859
10	4631.60	4649.69	673.6	8,123
11	4632.60	4649.69	673.0	7,300
12	4772.03	4657.33	676.3	7,300
13	4772.03	4657.33	669.7	7,300
14	4892.47	4666.99	668.0	7,300
15	4892.47	4666.99	668.9	7,300
16	5093.10	4450.20	669.6	7,300
17	5093.10	4450.20	670.4	7,351
18	5195.67	4766.11	669.0	7,300
19	5195.67	4766.11	669.3	7,300
20	5197.54	4772.38	669.0	7,300
21	5237.94	4772.38	669.3	7,300
22	5239.61	4766.64	669.0	7,300
23	5239.61	4766.64	667.0	10,300
24	5441.74	4867.01	667.6	11,996
25	5441.74	4867.01	668.3	10,737
26	5591.73	4926.33	668.3	12,330
27	5591.73	4926.33	668.1	12,116
28	5671.25	4914.00	667.0	9,109

UNIT DATA				
UNIT NO.	NORTHING	EASTING	FINISH GRADE ELEV.	S.F.
29	5671.25	4914.00	667.0	8,100
30	5701.24	4861.96	667.0	8,000
31	5701.24	4861.96	668.5	7,200
32	5896.93	4812.02	668.0	11,385
33	5896.93	4812.02	669.0	11,624
34	5897.63	4712.26	668.0	7,200
35	5897.63	4712.26	668.0	6,441
36	5897.74	4719.47	668.0	10,569
37	5897.74	4719.47	667.8	11,567
38	5916.16	4738.50	667.7	12,526
39	5916.16	4738.50	667.7	12,648
40	5786.19	4758.90	667.7	7,905
41	5786.19	4758.90	667.5	16,542
42	5616.11	4872.48	667.1	7,621
43	5616.11	4872.48	667.3	8,337
44	5509.12	4822.21	667.6	10,833
45	5509.12	4822.21	667.1	6,787
46	5557.50	4719.02	667.1	12,370
47	5557.50	4719.02	667.0	12,712
48	5685.12	4755.24	668.5	7,687
49	5234.73	4869.21	668.4	21,221
50	5186.90	4616.81	669.7	7,200
51	5186.90	4616.81	670.4	7,661
52	5183.22	4690.74	670.5	6,501
53	5183.22	4690.74	670.5	6,682
54	4899.33	4884.06	670.0	9,580
55	4899.33	4884.06	668.5	9,700
56	4923.11	4676.09	668.3	10,593

UNIT DATA				
UNIT NO.	NORTHING	EASTING	FINISH GRADE ELEV.	S.F.
57	4923.11	4676.09	668.1	10,996
58	4849.12	4630.47	668.1	13,218
59	4849.12	4630.47	668.3	8,584
60	4736.99	4912.51	669.0	11,294
61	4736.99	4912.51	670.9	10,845
62	4616.54	4695.01	670.3	7,200
63	4616.54	4695.01	669.0	7,216
64	4592.11	4772.43	669.0	8,072
65	4592.11	4772.43	668.3	7,876
66	4671.00	4680.04	667.3	7,107



Eugene F. Jant

JUNE 29, 1994

PROPOSED

REVISIONS			SCALE
ITEM	DATE	BY	
			1" = 40'
			1" = 40'
			1" = 40'
			1" = 40'
			1" = 40'
			1" = 40'

<b>WILDWOOD SPRINGS</b>	
<b>UNIT DATA</b>	
<b>KIMET WOJNIAK</b>	
CIVIL ENGINEER & LAND SURVEYOR	
28430 FRANKLIN ROAD	
SOUTHFIELD, MICHIGAN 48034	
(313) 321-8750	
DATE	<b>7</b>

LOTZ ROAD



0 20 40 100  
10 30 50 150  
SCALE 1"=80'

PROPOSED 100YR.  
FLOOD PLAIN CONTOUR

PROPOSED 100 YR.  
FLOOD PLAIN  
ELEV. 664.4

CENTERLINE OF FELLOWS DRAIN  
TOP OF BANK (TYP)

PROPOSED 100 YR.  
FLOOD PLAIN  
ELEV. 665.8

DETENTION BASIN

DETENTION BASIN

RAMBLE WOOD CT  
PRIVATE

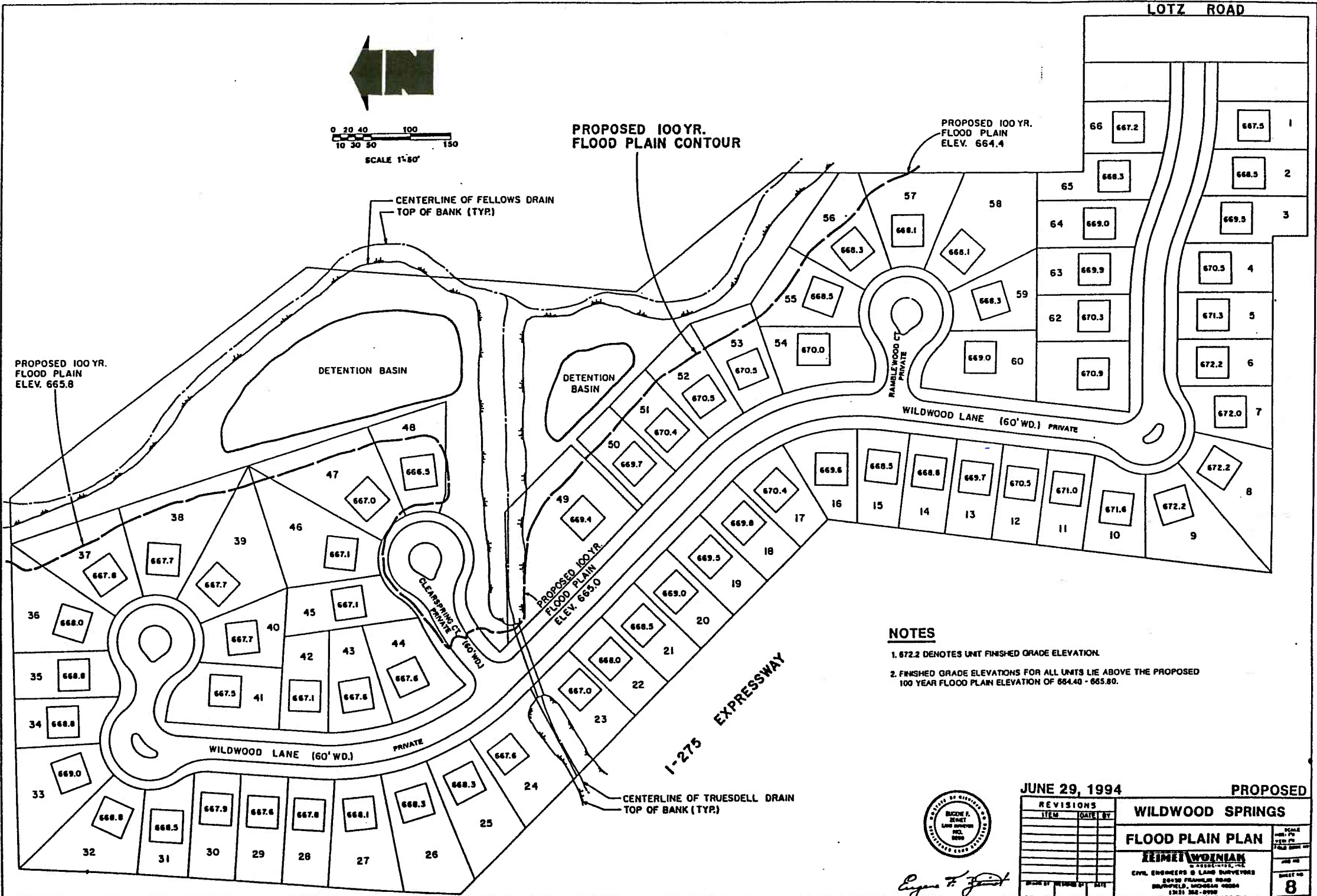
WILDWOOD LANE (60' WD.) PRIVATE

CLEARSPRING CT (60' WD.)  
PRIVATE

PROPOSED 100 YR.  
FLOOD PLAIN  
ELEV. 663.0

1-275 EXPRESSWAY

CENTERLINE OF TRUESDELL DRAIN  
TOP OF BANK (TYP)



**NOTES**

- 1. 672.2 DENOTES UNIT FINISHED GRADE ELEVATION.
- 2. FINISHED GRADE ELEVATIONS FOR ALL UNITS LIE ABOVE THE PROPOSED 100 YEAR FLOOD PLAIN ELEVATION OF 664.40 - 665.80.



*Eugene F. Jank*

JUNE 29, 1994

PROPOSED

REVISIONS	ITEM	DATE BY

**WILDWOOD SPRINGS**

**FLOOD PLAIN PLAN**

**ZEIMET WOZNIAK**

CIVIL ENGINEERS & LAND SURVEYORS

20430 FRANKLIN ROAD  
BENTLEYVILLE, MICHIGAN 48004  
(313) 352-0900

SCALE: AS SHOWN  
DATE: 6/29/94  
SHEET NO: 8