

RECORDED

MAY 11 10 15 AM '90

NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI  
12443

MASTER DEED

WOODLAKE CONDOMINIUM

Livingston County Condominium Subdivision Plan No. 24.

This Master Deed is made and executed this 6<sup>th</sup> day of FEBRUARY, 1989, by Woodlake Partners, a Michigan general partnership, (hereinafter referred to as "Developer") whose address is Suite 300, 2864 Carpenter Road, Ann Arbor, Michigan 48108.

W I T N E S S E T H

WHEREAS, Developer desires by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit "A", and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), and has filed with the City of Brighton detailed architectural plans and specifications for the project in furtherance of its desire 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 condominium under the provisions of the Condominium Act of Michigan.

NOW, THEREFORE, Developer does, upon the recording hereof, establish WOODLAKE CONDOMINIUM as a condominium under the Condominium Act and does declare that WOODLAKE CONDOMINIUM shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the exhibits 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 said real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as WOODLAKE CONDOMINIUM, Livingston County Condominium Subdivision Plan No. 24. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains

LIVINGSTON COUNTY TREASURER'S CERTIFICATE  
I hereby certify that there are no TAX  
LIENS or TITLES held by the state or any  
individual against the within description,  
and all TAXES on same are paid for five  
years previous to the date of this instru-  
ment, or appear on the records in this  
office except as stated.

5-11 90 *[Signature]* 31597  
13 *[Signature]* Treasurer

individual units for residential purposes only, and each unit is capable of individual use. Each co-owner in the Condominium shall have an exclusive right to his or her unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium as are designated by the Master Deed. Co-Owners shall have voting rights in WOODLAKE CONDOMINIUM ASSOCIATION as set forth herein, in the Condominium By-Laws, Corporate By-Laws and Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Plan (Exhibit "B") as "need not be built."

## ARTICLE II

### LEGAL DESCRIPTION

A. The land which is submitted to the Condominium established by this Master Deed is the land in the City of Brighton, County of Livingston, State of Michigan, described as:

Commencing at the SW corner of Section 31, T2N, R6E, City of Brighton, Livingston County, Michigan, thence S88°28'00"E 909.90 feet; thence S86°49'16"E 608.17 feet; thence S87°22'04"E 786.54 feet; thence N01°33'53"E 1375.22 feet; thence S88°26'07"E 662.00 feet; thence S80°12'53"E 125.19 feet; thence 406.55 feet along the arc of a 437.77 foot radius circular curve to the right, with a central angle of 53°12'37", and a chord bearing of S45°23'20" E 392.10 feet; thence S18°47'02"E 514.71 feet for a PLACE OF BEGINNING; thence N73°37'03"E 358.77 feet; thence S02°09'16"W 120.00 feet; thence S87°46'14"E 300.00 feet; thence S87°46'18"E 655.00 feet; thence S15°48'40"E 549.51 feet; thence N88°18'19"W 770.18 feet; thence 525.13 feet along the arc of a 716.00 foot radius circular curve to the right, with a central angle of 42°01'18", and a chord bearing of N67°17'41"W 513.43 feet; thence S43°43'00"W 18.00 feet; thence 239.98 feet along the arc of a 500.00 foot radius circular curve to the right, with a central angle of 27°30'00", and a chord bearing of N32°32'02"W 237.69 feet; thence N18°47'02"W 186.16 feet to the Place of Beginning, being a part of the S 1/2 of said Section 31, containing 15.106 acres of land, more or less, and being subject to easements of record, if any also being subject to the correlative rights, if any, of other riparian owners.

### ARTICLE III

#### DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Corporate By-Laws of WOODLAKE CONDOMINIUM ASSOCIATION shall be defined as follows:

A. "Condominium Act" or "Act" means Act 59 of the Public Acts of Michigan of 1978, as amended, including the amendments of Act 538 of the Public Acts of 1982 and Act 113 of 1983. If any provision of this Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supercede and cancel any conflicting provision hereof.

B. "Developer" means WOODLAKE PARTNERS, a Michigan general partnership, its successors or assigns, all rights reserved to Developer herein expressly being assignable in writing.

C. "Association" or "Association of Co-Owners" shall mean the Michigan non-profit corporation, WOODLAKE CONDOMINIUM ASSOCIATION, of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

D. "Condominium By-Laws" means Exhibit "A" hereto, being the by-laws setting forth the substantive rights and obligations of the co-owners.

E. "Corporate By-Laws" means the corporate by-laws of the Association, as distinguished from the Condominium By-Laws.

F. "Condominium Unit" or "Unit" or "Apartment" each mean the enclosed space constituting a single, complete residential unit designed and intended for separate ownership and use in WOODLAKE CONDOMINIUM as such space may be described on Exhibit "B" hereto.

G. "Condominium Documents," wherever used, means and includes this Master Deed and the Exhibits hereto, the Articles of Incorporation and the Corporate By-Laws of the Association.

H. "Condominium" means WOODLAKE CONDOMINIUM as a condominium established pursuant to the provisions of the Act and includes the land and the buildings, all improvements and

structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

I. "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit "B". The Plan assigns a number to each condominium unit and includes a description of the nature, location and approximate size of certain common elements.

J. "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. Developer is an owner as long as Developer owns one or more Units.

K. "Common elements" means the portions of the Condominium other than the Condominium Units.

L. "General Common Elements" means the common elements other than the limited common elements.

M. "Limited Common Elements" means a portion of the common elements reserved in this Master Deed for the exclusive use of less than all of the co-owners.

N. "Master Deed" means this document which, when recorded, shall establish the Condominium and to which the Condominium By-Laws and Condominium Subdivision Plan are attached as Exhibits.

O. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium premises and includes the United States Department of Housing and Urban Development, or any successor thereto or assignee thereof, so long as any mortgage on all or any portion of the Condominium premises is insured by the Department of Housing and Urban Development.

P. "Percentage of value" means the percentage assigned to each condominium unit in Article VI of this Master Deed. The percentages of value of all units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

Q. "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

R. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

S. "Size" means the number of square feet of ground or floor space within each condominium unit as computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.

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

#### ARTICLE IV

The common elements of the Condominium described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

A. The general common elements are:

1. The land described in Article II hereof, including roads and unassigned parking areas;
2. The electrical system throughout the Condominium, including that contained within unit walls up to the point of connection with electrical outlets within any unit;
3. The gas transmission lines throughout the Condominium, including that contained within unit walls up to the point of connection with gas fixtures within any unit;
4. The telephone wiring network throughout the Condominium, including that contained within unit walls up to the point of connection with telephone equipment within any unit;
5. The plumbing network throughout the Condominium, including that contained within unit walls up to the point of connection with plumbing fixtures within any unit;
6. Foundations, supporting columns, unit perimeter walls (including windows and doors therein) and such other walls as are designated on the Plan as general common elements, roofs, ceilings, floor construction between unit levels and chimneys;

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7. The cable television transmission system, if any is installed, throughout the Condominium, including that contained within any unit walls up to the point of connection with outlets within any unit;

8. Such other elements of the Condominium not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, 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 the telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. The limited common elements are:

1. Decks, porches and patios, if any, designated on the Plan as limited common elements, which are limited to the sole use of the owners of the units to which such common elements are shown as appurtenant on the Plan;

2. Interior surfaces of unit perimeter walls (including windows and doors therein), ceilings and floors contained within a unit, which are limited to the sole use of the owner of such unit.

C. Maintenance, repair, replacement, renovation or restoration of all general and limited common elements shall be the responsibility of the Association except as provided herein. The limited common elements described in Article IV B-1 and B-2 above shall be decorated, maintained, repaired, renovated or replaced by the owner having the use thereof. Repair of any damage to common elements caused by a co-owner or the family or invitees of a co-owner shall be the obligation of the co-owner. Any such repair of damages may be made by the Association and charged to the co-owner.

## ARTICLE V

### USE OF PREMISES

No co-owner shall use his or her unit or the common elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his or her unit or the common elements.

## ARTICLE VI

### CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. The Condominium consists of one hundred twelve (112) units. Each condominium unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit "B". Each condominium unit shall include all that space contained within the interior side of the finished, unpainted perimeter walls, and within the ceilings and finished sub-floor, all as shown on Exhibit "B" and delineated with heavy outlines. For all purposes, individual units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the unit in the Condominium Subdivision Plan.

B. The percentage of value assigned to each unit is set forth in this Article and shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses or the administration (except as provided in Article IV C above) and the value of such co-owner's vote at meetings of the Association and the undivided interest of the co-owner in the common elements. The total percentage value of the Condominium is 100 percent. The percentage of value of individual units shall be as set forth in Exhibit "C", attached.

## ARTICLE VII

### EASEMENTS

In the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, 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. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the installation, maintenance and servicing or all utilities in the condominium, including but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. There shall exist easements for support with respect to any unit interior wall which supports a common element. The Board of Directors of the Association may grant easements over or through, or dedicate any portion of any general common element of the Condominium for utility, roadway, construction or safety purposes, and during the construction of the Condominium the Developer may grant such easements or dedications over all common elements for the purpose of developing the Condominium. Developer also reserves all

easements granted by the Act, without restriction of any kind. The maintenance of all easements relating to the common elements shall be the responsibility and expense of the Association.

## ARTICLE VIII

### AMENDMENTS

This Master Deed and any exhibit hereto may be amended as provided in the Act in the following manner:

A. Amendments may be made and recorded by Developer or by the Association without the consent of co-owners or mortgagees if the amendment does not materially alter or change the rights of a co-owner or mortgagee and is for one or more of the purposes stated in Article VIII C hereof. Any amendment made by the Association must be approved by the owners of a simple majority of the number of units in the Condominium (unless a greater majority is specified in the Condominium By-Laws). The Association may make no amendment without the written consent of the Developer as long as the Developer owns any units in the Condominium.

B. Except as otherwise provided herein, the Master Deed, By-Laws and Condominium Subdivision Plan may be amended by the Developer or the Association, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the co-owners and mortgagees (unless a greater majority is specified in the Condominium By-Laws). A mortgagee shall have one vote for each mortgage held. The Association may make no amendment without the written consent of the Developer as long as the Developer owns any units in the Condominium.

C. Notwithstanding any contrary provision of this Master Deed or the Condominium By-Laws or Corporate By-Laws (but subject to the limitation of Article VIII D), Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

1. To re-define common elements and/or adjust percentages of value in connection therewith, to re-define any converted area to equitably allocate the Association's expenses among the owners and to make any other amendments specifically described and permitted to Developer in any provision of this Master Deed;

2. To modify the types and sizes of unsold condominium units and their appurtenant limited common elements and/or percentages of value and to modify the general common elements in the area of unsold units;



3. To amend the Condominium By-Laws, subject to any restrictions on amendments stated therein;

4. To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Plan or Condominium By-Laws or to correct errors in the boundaries or locations of improvements;

5. To clarify or explain the provisions of the Master Deed or its exhibits;

6. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on units on the Condominium premises;

7. To make, define or limit easements affecting the Condominium premises;

8. To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built", subject to any limitations or obligations imposed by the Act;

9. To make any other changes permitted by the Act.

The foregoing amendments may be made without the consent of co-owners or mortgagees. The rights reserved to Developer herein may not be amended except by or with the consent of the Developer.

D. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of units in the Condominium, as described in Article VI hereof, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without the co-owner's consent.

## ARTICLE IX

### SALES FACILITIES

The Developer may maintain offices, model units and similar sales facilities in the Condominium. Developer shall pay all costs related to the use of such facilities while owned by Developer and restore the facilities to habitable status upon termination of use.

## ARTICLE X

### AMENITIES

Section 1. Election to Construct. The Developer may, in its sole discretion, construct various amenities including, but not limited to, a pool, clubhouse, detention pond area or other amenities (hereinafter called the "Amenities") and hereby reserves the right to do so anywhere within the General Common Element area described on the Condominium Subdivision Plan. Developer shall pay the costs of such amenities, if constructed. Upon inclusion of the same in the Condominium, all Co-owners and all future Co-owners in Woodlake Condominium shall thereafter contribute to the maintenance, repair and replacement of the Amenities as an expense of administration of the Condominium. Developer has no obligation to construct any particular Amenities or include the same in the Condominium except pursuant to its discretionary election to do so. Final determination of the design, layout and location of such Amenities, if construed, will be at the sole discretion of the Developer.

Section 2. Rights of Use. It is intended that the Amenities, if constructed, will be designed for the use of Co-Owners of the Condominium, not exceeding 140 such Units. Such facilities may be utilized, as provided below, by the occupants of Units located in the land described in Article II hereof. Developer, therefore, reserves the right on behalf of itself, its successors and assigns as owner of any Unit for sale or for rent, owned by it, its successors or assigns, located in the land areas described in said Article II, to utilize the Amenities upon payment of a proportionate share of the expenses of repair maintenance, operation and replacement of such facilities. The share of such expenses attributable to each such Unit shall be determined by multiplying the expenses of maintenance, repair, operation and replacement of the Amenities times a fraction, the numerator of which is one and the denominator of which is the number of completed Units entitled to use and obligated to support such facility pursuant to this easement. The Owner of more than one Unit shall pay the requisite share of such expenses attributable to each Unit so owned. Any right to utilize said facilities by any person other than the Developer and Co-owners shall be created by a specific recorded instrument granting or assigning such right and expressly imposing upon the Owner of such Unit and his successors in title the obligation to bear the requisite proportionate share of such expenses. In no event, however, shall more than 140 Units be entitled to use the Amenities. The expenses of repair, maintenance, operation and replacement of the Amenities shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair

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said facilities, supplies incident thereto, real and personal property taxes in connection therewith and, in general, all expenses reasonably necessary or incident to the operation, maintenance and repair of said facilities. The easement for the use of the Amenities retained hereunder shall also include a perpetual easement over the Condominium for reasonable pedestrian and vehicular ingress and egress to and from said Amenities for the reasonable use thereof by all persons entitled to such use.

## ARTICLE XI

### EXPANDABLE CONDOMINIUM

WOODLAKE CONDOMINIUM is established as an expandable condominium in accordance with the provisions of this Article.

A. Developer reserves the right, but not an obligation, to expand the Condominium.

B. There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article. The consent of any co-owner shall not be required to expand the Condominium. All of the co-owners and mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion or contraction and to any reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium; and Developer may, in its discretion, establish all or a portion of the additional land described herein as a rental development, a separate condominium, or any other form of development.

C. The Developer's right to expand the Condominium project shall expire six (6) years after the initial recording of this Master Deed.

D. The land which may be added to the Condominium is situated immediately adjacent to the Condominium and is marked "Proposed Additional Land" on Exhibit "B" to this Master Deed, which exhibit is incorporated in this subparagraph by reference. The land described is contiguous and adjacent to the Condominium and may herein be referred to as "Additional Land."

E. The Additional Land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in successive amendments to this Master Deed at the same time or at different times in the Developer's discretion. There are no restrictions upon the order in which portions of the Additional Land may be added to the Condominium.

F. There are no restrictions upon the locations of any improvements that may be made on any Portions of the Additional Land, and Developer reserves the right to locate such improvements, in Developer's sole discretion, subject only to such applicable laws and ordinances which may affect the Property.

G. The maximum number of Units which Developer reserves the right to create upon the Additional Land is twenty-eight (28), which together with the Units described in the initial Master Deed equals one hundred forty (140) Units. This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the additional land, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

H. The extent to which any structures erected on any portion of the Additional Land added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities and is not limited by this Master Deed.

I. There are no restrictions as to types of condominium Units which may be created upon the additional land except that such Units must comply with state law, local ordinance and the requirements of building authorities

J. If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding additional land/or improvements to the Condominium.

K. Developer hereby reserves permanent easements for ingress and egress over the roads and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium including,

without limitation, all communications, water gas, electrical, storm and sanitary sewer lines, all of which easements shall be for the benefit of the Additional Land whether or not such land is added to the Condominium. Developer has no financial obligation to support such easements.

L. Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing percentages of value of Condominium Units to preserve a total value of one hundred (100%) percent for the entire Condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

M. Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than 180 days after completion, a consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by Developer. A copy of the recorded consolidating Master Deed shall be provided to the Association.

## ARTICLE XII

### CONTRACTIBLE CONDOMINIUM

WOODLAKE CONDOMINIUM is established as a contractible condominium in accordance with the provisions of this Article XII:

A. Developer reserves the right, but not an obligation, to contract the Condominium.

B. There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in this Article XII. The consent of any co-owner shall not be required to contract the Condominium. All of the co-owners and mortgagees of units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction and to any reallocation of percentages of value of existing units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire Master Deed or

the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge or contract the Condominium; and Developer may, in its discretion, establish all or a portion of the Additional Land described herein as a rental development, a separate condominium, or any other form of development

C. The Developer's right to contract the condominium project shall expire six (6) years after the initial recording of this Master Deed.

D. Any land withdrawn from the condominium by a contraction may not be added back to the condominium in any subsequent expansion.

E. The land which may be withdrawn from the condominium includes all land described in Article II hereof but does not include the land occupied by any building in which any unit has been conveyed to a non-developer co-owner and the roadway and common elements adjacent to such building or buildings and such contiguous land thereto as may be necessary to comply with setback and space requirements imposed by any statute, ordinance or building authority. The land which may be withdrawn may be withdrawn as one parcel or in separate parcels, at different times and in any order, the boundaries of which separate parcels shall include one or more buildings and all land adjacent thereto but shall exclude any land necessary to service the remaining buildings for roads, ingress and egress and the aforesaid setback and space requirements.

F. The minimum number of units which may remain after the contraction is four units.

G. Any amendment to the Master Deed which alters the number of units in the Condominium shall proportionately readjust the existing percentages of value of condominium units to preserve a total value of one hundred (100%) percent for the entire condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

H. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, not later than 180 days after completion of construction, a consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by Developer. A copy of the recorded consolidation Master Deed shall be provided to the Association.



*J.J. Slavik, Inc.*

of ~~The Slavik Company~~, a Michigan corporation,  
a general partner of Woodlake Partners, on behalf of said  
corporation.

*Marsha A. Wisz*  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires: *July 13, 1993*

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

MARSHA A. WISZ  
NOTARY PUBLIC - OAKLAND COUNTY, MICH.  
MY COMMISSION EXPIRES 7-13-93

David W. Hipp (P27847)  
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