

WOODLAND PINES CONDOMINIUMS
PURCHASER INFORMATION BOOKLET

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WOODLAND PINES CONDOMINIUMS

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WOODLAND PINES CONDOMINIUMS

DISCLOSURE STATEMENT

DEVELOPER

WOODLAND PINES DEVELOPMENT CORP.
31731 NORTHWESTERN HWY., SUITE 159-W
FARMINGTON HILLS, MICHIGAN 48018
(313) 851-8940

WOODLAND PINES IS A 38-UNIT RESIDENTIAL CONDOMINIUM PROJECT.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYERS 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.

March 29, 1989

DISCLOSURE STATEMENT

WOODLAND PINES CONDOMINIUMS

I. Introduction

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium Act").

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II. The Condominium Concept

Condominium is a form of real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents or as otherwise may be applicable to the property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which comprise the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section IV of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, (or, in the case of units added to an expanding project by subsequent amendment to the Master Deed, the year in which such amendment is recorded), real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently

against the common elements. In the year in which the project is established or in which an expansion amendment is recorded, the taxes and assessments for the units covered by the Master Deed or expansion amendment are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review all the documents contained in the WOODLAND PINES Purchaser Information Booklet as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. Description of the Condominium Project

A. Size, scope and physical characteristics of the Project. WOODLAND PINES is a 38-unit residential condominium project. Appurtenant to certain units, as depicted on the Condominium Subdivision Plan, are porches, and yardspace areas which are limited in use to the co-owner of the units that open respectively into such porches and yardspace areas. Also appurtenant to each unit as limited common elements are a garage and drive providing access thereto.

B. Utilities. WOODLAND PINES is served by public water, sanitary and storm sewers, gas, electric and telephone service. The costs of maintaining the sanitary and storm sewer systems serving the project, to the extent those systems are located within the project boundaries, will be borne by the Association.

C. Roads. The roads of WOODLAND PINES are private and will be maintained (including, without limitation, snow removal) by the Association. Replacement, repair and resurfacing will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It is the Association's responsibility to inspect and to perform preventative maintenance of condominium roadways on a regular basis in order to maximize the life of project roadways and to minimize repair and replacement costs.

D. Reserved Rights of Developer.

(1) Conduct of Commercial Activities. Until all of the units in the project have been sold, the Developer has reserved the right to maintain on the condominium premises a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and

over the condominium premises as may be reasonable to enable development and the sale of the entire project.

(2) Right to Amend. The Developer has reserved the right to unilaterally amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially alter or change the rights of an owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without Developer approval.

(3) Easements.

(a) For Maintenance, Repair and Replacement. The Developer has reserved such easements over the condominium project (including units and common element) as may be required to perform any of the Developer's maintenance, repair, decoration or replacement obligations.

(b) General. In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Association Board of Directors.

IV. Legal Documentation

A. General. WOODLAND PINES was established as a condominium project pursuant to the Master Deed recorded in the Oakland County Records and contained in the WOODLAND PINES Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. Master Deed. The Master Deed contains the definitions of certain terms used in connection with the project, the percentage of value assigned to each unit in the project, a general description of the units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article VII of the Master Deed covers easements and Article VIII reserves in favor of the Developer the right to amend the condominium documents to make immaterial changes therein, to provide for the correction of errors and to comply with the requirements of certain lending institutions.

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of

operation of the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three-dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

V. Developer

A. Developer's Background and Experience. The Developer, WOODLAND PINES DEVELOPMENT CORP., is a Michigan Corporation, incorporated for the sole purpose of developing WOODLAND PINES CONDOMINIUMS. Principals of the Developer have extensive experience as developers/builders of single family residential homes and multiple family residential apartment complexes. In addition, the principals have been involved in the development of the following condominium projects: JAMESTOWN SQUARE, KINGSTON SQUARE and COVE CREEK in Farmington Hills, PLYMOUTH CORNERS in Plymouth Township, MERRIWOOD PARK in Livonia and LAUREL GARDENS in Ann Arbor Township.

B. Legal Proceedings Involving the Condominium Project of the Developer. The Developer is not presently aware of any pending judicial or administrative proceedings involving the condominium project or the Developer.

VI. Operation and Management of the Condominium Project

A. The Condominium Association. The ultimate responsibility for management and maintenance of the condominium project is vested in the WOODLAND PINES CONDOMINIUM ASSOCIATION, which has been incorporated as a non-profit corporation under Michigan law; subject, however, to the paramount rights of the Developer or its successors pursuant to its reserved rights under the Master Deed and Bylaws. The Articles of Incorporation and Bylaws of the Association are contained in the Purchaser Information Booklet and govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer.

Within 120 days after conveyance of title to ten (10) of the units, one of the three Directors will be selected by non-developer owners of units; and one hundred twenty (120) days after conveyance of title to twenty-nine (29) of the units, the non-developer owners shall elect all three Directors, except that the Developer shall have the right to designate at least one Director as long as it owns at least four (4) units in the project.

Regardless of the number of units conveyed, fifty-four (54) months after the first conveyance, non-developer owners may elect Directors in proportion to the number of units which they own.

Within one hundred twenty (120) days after conveyance to purchasers of thirteen (13) units or one (1) year from the date of the first conveyance, whichever first occurs, the Developer shall establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual Meeting may be held on or before the expiration of one hundred twenty (120) days after nineteen (19) of the units have been sold and must be held within one hundred twenty (120) days after conveyance of twenty-nine (29) of the Units or within fifty-four (54) months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the co-owner members of the Association will elect directors, and the directors in turn shall elect officers for the Association. The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

B. Percentages of Value. The percentages of value for WOODLAND PINES CONDOMINIUMS were computed on the basis of the relative floor areas of the units. In WOODLAND PINES CONDOMINIUMS, the percentage of value assigned to each unit determines, among other things, the value of each co-owner's vote and his proportionate share of regular and special Association assessments and of the proceeds of administration of the project.

C. Project Finances.

(1) Budget. Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget for the project was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and includes a reserve for replacement of major structural and other components of the project. Inasmuch as the budget necessarily must be prepared prior to commencement of operation of the project, it reflects the estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included as Appendix I to this Disclosure Statement.

(2) Assessments. Each owner of a unit included within the project must contribute to the Association in proportion to the percentage of value assigned to the unit(s) owned by him to defray expenses of administration. The Board of Directors may also levy

special assessments in accordance with the provisions of Article II., Section 2 (b) of the Bylaws.

(3) Foreclosure of Lien. The Association has a lien on each unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his unit.

(4) Other Possible Liabilities. Each purchaser is advised of the possible liability of each owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments that are chargeable against that unit and that became due prior to foreclosure. These unpaid assessments are common expenses that are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. Condominium Association Management Contract. The Bylaws do not require that the Association employ a professional management agent to manage the affairs of the condominium.

It is presently planned that the Association will be entering into a management agreement in the near future although the identity of the management agent has not been determined. The budget reflects an estimate of the anticipated management fee.

The Association may terminate the agreement upon the transitional control date or at any time within ninety (90) days thereafter. The "transitional control date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

E. Insurance.

(1) Title Insurance. The Purchase Agreement provides that the Developer shall furnish each Purchaser a commitment for an owner's title insurance policy at or prior to closing, and that the policy itself shall be provided within a reasonable time after Closing. The cost of the owner's commitment and policy is to be

borne by the Developer. Each Purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) Other Insurance. The Condominium documents require that the Association carry fire and extended coverage, vandalism and malicious mischief and liability insurance and workmen's compensation insurance, if applicable, with respect to all of the common elements of the project. The insurance policies have deductible clauses and, or 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 co-owner's pro rate share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the Certificate of Insurance with respect to the condominium project will be furnished to each co-owner upon closing the sale of his unit.

Each owner is responsible for obtaining insurance coverage with respect to the interior and contents of his unit to the extent indicated in Article IV of the Bylaws, as well as for liability for injury within his unit and upon limited common elements assigned to his unit, and for alternative living expense in the event of fire.

F. Restrictions on Ownership, Occupancy and Use. Article VI of the Bylaws contains comprehensive restrictions on the use of the condominium units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance with care to be sure that they do not infringe upon an important intended use.

VII. Rights and Obligations As Between Developer and Co-Owners.

A. Before Closing. The respective obligations of the Developer and the purchaser of a condominium unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents contain, among other provisions, the provisions relating to the disposition of earnest money deposits advanced by the purchaser prior to closing and the anticipated closing adjustments, and should be closely examined by all purchasers. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to Developer until issuance of a certificate of occupancy, if applicable, conveyance of title to a purchaser and confirmation by

the escrow agent that all improvements labeled "must be built" are substantially complete.

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.

(1) General. Subsequent to the purchase of the unit, relations between the Developer and the co-owner are governed by the Master Deed, except to the extent that any provisions of the Purchase Agreement are intended to survive the closing.

(2) Condominium Project Warranties. The Developer is warranting each of the units against defects in workmanship and materials for a period of one (1) year from the date of closing the sale of the pertinent unit, as more particularly set forth in the Limited Warranty which accompanied the Purchase Agreement. Except for emergencies or in other extraordinary circumstances, all warranty claims must be submitted in writing to the Developer at its address appearing on the cover sheet of this Disclosure Statement within the applicable one (1) year warranty period. In the case of emergencies or in other extraordinary circumstances where written communications would be appropriate, purchases should contact the Developer by telephone at the number shown on the cover of this Disclosure Statement. This warranty is extended only to the first purchaser of each unit and is not transferable. The terms of the Developer's warranty are completely set forth in the Limited Warranty which accompanied the Purchase Agreement, and it is recommended that you review the Limited Warranty with advisors of your choice prior to the execution of the Purchase Agreement and the closing on the purchase of your condominium unit.

VIII. Purpose Of 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. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a unit. In accepting title to a 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 in this Disclosure Statement. Certain of the terms used herein are defined in the Condominium Act, as amended.

The Michigan Department of Commerce publishes The Condominium Buyers Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or

responsibility as to the statements contained therein or omitted from The Condominium Buyer's Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the Master Deed and other instruments contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Commerce, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Commerce.

APPENDIX I

WOODLAND PINES CONDOMINIUMS

Farmington Hills, Michigan

ESTIMATED FIRST YEAR BUDGET
38 Units

EXPENSES:	PER MONTH	PER YEAR	PER UNIT
MANAGEMENT FEE	\$ 380.00	\$ 4,560.00	\$ 10.00
PROPERTY INSURANCE	684.00	8,208.00	18.00
WATER	190.00	2,280.00	5.00
SNOW REMOVAL	218.50	2,622.00	5.75
LAWN MAINTENANCE	399.00	4,788.00	10.50
RUBBISH REMOVAL	342.00	4,104.00	9.00
ACCOUNTING/LEGAL	133.00	1,596.00	3.50
COMMON ELECTRICITY	123.50	1,482.00	3.25
MAINTENANCE	228.00	2,736.00	6.00
RESERVE	\$ 269.80	\$ 3,237.60	\$ 7.10
TOTAL	\$ 2,967.80	\$ 35,613.60	\$ 78.10

ESTIMATED MONTHLY ASSESSMENT = \$78.10*

* Monthly Assessment will be \$78.50, rounded off for bookkeeping.

REVENUES:	\$ 78.50 per month assessment
x	<u>38 Units</u>
	\$ 2,983.00 per month
x	<u>12 months</u>
	\$35,796.00 per year

disclosure.wp

WOODLAND PINES CONDOMINIUMS

PURCHASE AGREEMENT

Condominium Unit No. _____ Building No. _____
(As Shown on Condominium Site Plan)

WHEREAS WOODLAND PINES DEVELOPMENT CORP., a Michigan Corporation, (hereinafter called "Developer") is the Developer of a project known as WOODLAND PINES CONDOMINIUMS, a Condominium, according to the Master Deed which is or will be recorded in Oakland County Records, to consist of 38 Units, located in the City of Farmington Hills, Oakland County, Michigan: and

WHEREAS, _____ (hereinafter known as "Purchaser"), wishes to purchase a Unit in the Project, and to subscribe for participation in the Association of Co-owners; and

WHEREAS, an Association of Co-owners has been established for the operation and regulation of the Common Elements of the Project.

IT IS AGREED AS FOLLOWS:

Subscription and Purchase Amounts

Purchaser, in consideration of the mutual promises of other purchasers and other good and valuable consideration, hereby agrees to purchase the above-referenced Condominium Unit, together with an undivided interest in the Common Elements appertaining thereto, for the price of \$ _____ plus costs of modifications and extras shown on Exhibit 'A' hereto.

Purchaser agrees that he will (strike all but that which applies),

- (a) Pay the entire purchase price in cash.
- (b) Pay \$ _____ of the purchase price in cash and finance the balance of \$ _____ under a conventional mortgage.

The price shall be payable as follows:

- (1) Upon signing this Agreement \$ _____.
- (2) Upon execution of the Purchase Agreement and/or Exhibit 'A' or amendments thereto, the net cost of modifications and extras due Developer of \$ _____ shall be paid by Purchaser.

(3) Progress payments in the following amounts and at the following intervals shall be made:

- (i) \$ _____
- (ii) \$ _____
- (iii) \$ _____
- (iv) \$ _____
- (v) \$ _____

(4) At the time of conveyance; any remaining balance of Purchaser's total cash payment plus proceeds of any mortgage obtained by Purchaser sufficient to equal the balance of the price due herein.

In the event the Purchaser elects to finance under a mortgage, he shall make good faith application for a mortgage commitment no later than seven (7) business days, and obtain same with thirty (30) days, after the date of this Agreement. If Purchaser fails to, or is unable to, obtain such mortgage, and Developer can make a mortgage available to Purchaser on terms not less favorable than those above mentioned, Purchaser agrees to execute such mortgage and pay the cost of obtaining such mortgage within the time set for such consummation of this Agreement. Any costs of applying for or obtaining such mortgage shall be borne by Purchaser.

Said Unit, if not constructed by the date hereof, shall be constructed substantially in accordance with the basic plans and specifications, or with a model, if any, located at WOODLAND PINES CONDOMINIUMS, either of which Purchaser has examined and approved. If necessitated by governmental regulation, material shortage or unavailability or other conditions beyond Developer's control, Developer may, in its discretion, make such changes and comparable substitutions for materials, equipment and fuel source existing in the model as are reasonable and in accordance with applicable building codes. Said Unit shall also include such additional items as are specifically enumerated in the attached Exhibit 'A', if any. No furnishings or extra features shall be included in the purchase price unless specifically provided in Exhibit 'A'. In the event of Purchaser's failure to consummate the purchase of said Unit, any amounts paid for modifications and extras may be retained by Developer in addition to the liquidated damages provided in Section 4 of the General Provisions hereof; provided, however, that upon resale of the Unit, which is the subject of this Agreement, Developer shall, within thirty (30) days of the closing of said resale, account to Purchaser for the resale price of modifications and extras described in Exhibit 'A' which are recovered from the subsequent Purchaser, and shall at such time refund to Purchaser the portion of said extra price recovered upon resale, said refund,

however, to be reduced by an amount equal to 1.5% of the total price of such modifications and extras for each month (and proportionately for partial months) which the Unit is held by Developer prior to its resale and subsequent to Purchaser's default or withdrawal. The nature of landscaping and construction materials shall be within the discretion of Developer unless otherwise expressly provided herein. The location and ground elevation of the building in which the Unit is to be located are to be determined by Developer, at its sole discretion. The location, size or design of any Unit not yet completely constructed, other than Purchaser's Unit, may be changed by Developer, in its sole judgment, by appropriate amendment to the WOODLAND PINES CONDOMINIUMS Master Deed. The exterior characteristics and architectural elevation of the building in which the Unit is located shall be within Developer's sole discretion and may differ substantially from the building or buildings in which model Units are located.

Developer hereby agrees that all sums received hereunder shall be held in escrow and placed in an escrow account with PHILIP F. GRECO TITLE COMPANY, whose address is 118 Cass Ave., Mt. Clemens, Michigan 48043, under an Escrow Agreement, a copy of which is attached hereto and incorporated by reference as though fully contained herein. Among other things, such Escrow Agreement provides that all funds placed in escrow shall be returned to Purchaser within three (3) business days after withdrawal of this Agreement as hereinafter provided, and further that after the expiration of the withdrawal period referred to in Paragraph 6 of the General Provisions hereof, Developer is required to retain sufficient funds in escrow or to provide sufficient security to assure completion of only those structures and improvements which under the Condominium Documents (defined herein as in the Escrow Agreement) are labeled "must be built."

Any interest earned upon funds refunded to Purchaser upon the occasion of his withdrawal from this Agreement shall be paid to Developer.

Purchaser agrees that, in addition to the purchase price above-mentioned, he will be liable for his proportionate share of the Association assessment for maintenance, repair, replacement and other expenses of administration as outlined in the Condominium Bylaws.

The covenants herein shall bind the heirs, personal representatives, administrators, assigns and successors of the respective parties.

This Agreement is executed by the parties on the _____ day of _____, 19____. This Agreement shall become binding in accordance with the provisions of Paragraph 6 of the General Provisions. If Purchaser plans to apply for a mortgage loan, he shall do so no later than seven (7) calendar days from the date this Purchase Agreement is executed. Purchaser acknowledges receipt of a copy of this Agreement, the General Provisions, the Limited Warranty and the Escrow Agreement referred to herein.

THE PARTIES AGREE THAT THIS AGREEMENT IS SUBJECT TO AND INCLUDES THE GENERAL PROVISIONS ATTACHED HERETO WHICH PURCHASER ACKNOWLEDGES THAT HE HAS READ.

WITNESSES:

Purchaser

Purchaser

Address

Purchaser's Tel. No. _____

Developer's Tel. No. _____

WOODLAND PINES DEVELOPMENT CORP.
A Michigan Corporation

By: _____

b:purchag.wp

EXHIBIT 'A'.

WOODLAND PINES CONDOMINIUMS

(Part of Purchase Agreement)

Condominium Unit. No. _____ Building No. _____

Address _____ Purchaser _____

The following is a list of additional items, changes and/or extra features not included as standard items and to be added to the condominium unit described above.

The charges for each of the following additional items, changes and/or extra features will be added to the purchase price, but will be considered separate items and may be billed separately by the Developer and shall be paid for within ten (10) days after such bill. The liquidated damage provision set forth in Paragraph 4 of the Purchase Agreement shall be applicable thereto in the event of Purchaser's default subsequent to the date on which said agreement becomes a binding purchase agreement.

1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____
4.	_____	\$	_____
5.	_____	\$	_____
6.	_____	\$	_____
7.	_____	\$	_____
8.	_____	\$	_____
9.	_____	\$	_____
10.	_____	\$	_____
	Total	\$	_____

Dated: _____

Purchaser

WOODLAND PINES DEVELOPMENT CORP.
a Michigan Corporation

Purchaser

By: _____

GENERAL PROVISIONS

1. Plan and Purpose. The WOODLAND PINES CONDOMINIUM ASSOCIATION has been established as a Michigan non-profit corporation for the purpose of operating and maintaining the Common Elements of the Condominium. Each Co-owner will be a member of the Association and will be subject to the Bylaws and Regulations thereof. Purchaser hereby agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Condominium Bylaws and Condominium Subdivision Plan of WOODLAND PINES CONDOMINIUMS and the Articles of Incorporation, Bylaws, and rules and regulations, if any, of the WOODLAND PINES CONDOMINIUM ASSOCIATION, copies of which have been, or will be, delivered to Purchaser.

2. Conveyance of Title. In consideration of Purchaser's agreement to purchase, Developer agrees to convey to Purchaser good and marketable title by warranty deed to said Unit, subject to easements and restrictions of record, all governmental limitations and to the instruments referred to in Paragraph 1 above. Purchaser agrees to consummate the purchase of said Unit from Developer within (a) fifteen (15) business days after delivery to Purchaser of copies of the documents referred to in Paragraph 6 below, or (b) ten (10) days after issuance of a certificate of occupancy for Purchaser's Unit, whichever last occurs. Purchaser further agrees that the closing date established above shall not be postponed because minor "punchlist" construction items may not have been completed by such date, and Purchaser agrees to accept possession of his Unit notwithstanding the existence of such items. Purchaser shall make any color and material selections not made as of the date hereof within ten (10) days after written request therefor by Developer. If Purchaser fails to make such selections in writing within such period, Developer may thereafter at its sole option declare Purchaser to be in default hereunder or make such selections on behalf of Purchaser and Purchaser agrees to accept the same without modification of his obligations hereunder. It is understood that Purchaser will, at the time title is conveyed to him, pay all mortgage costs and such other closing costs as are customarily paid by purchasers of comparable real estate in this jurisdiction and taxes, assessments and insurance will be adjusted to the date of closing.

Taxes will be prorated on a due-date basis. In addition to Developer's credit for tax proration at the time of closing and in the event that the real property tax bills relative to the Condominium Project (or the phase thereof in which Purchaser's Unit is located) have not yet been split into separate tax bills for each Unit by the local tax assessor, Developer may require Purchaser to pay into an escrow account to be maintained by the Association an amount equal to Purchaser's estimated percentage of value share of the real estate taxes with respect to the Condominium Project (or the phase thereof in which Purchaser's Unit

is located) which will next fall due. Special assessments which as of the date of this Agreement are a lien on the Unit shall be paid by Developer. Within a reasonable time after closing, Developer, at its expense, will furnish Purchaser with an owner's title insurance policy issued by PHILIP F. GRECO COMPANY in a face amount equal to the purchase price of the Unit. A commitment therefor will be furnished to Purchaser by Developer at or prior to closing.

An amount equal to two (2) months' Association assessments shall be paid by Purchaser to the Association in advance at the time of closing as a non-refundable working capital contribution, and Purchaser shall also, if required by Developer, make a proportionate contribution to the Association's insurance reserve at the time of closing.

3. Cancellation Rights of Developer. It is understood that Purchaser's credit is subject to approval by a proposed mortgagee. In the event that such mortgagee determines that Purchaser does not meet credit requirements for participation in this Project, then Developer shall return to Purchaser all of the sums paid hereunder, and this Agreement shall be deemed null and void and all of Purchaser's and Developer's rights and obligations hereunder shall terminate without further liability on the part of either party. The rights of Purchaser shall be subject and subordinate at all times to the terms of any mortgage given by Developer on the phase of the Project in which Purchaser's Unit is located until conveyance of title pursuant hereto.

Developer may, at its option, release Purchaser from his obligations under this Agreement in the event Purchaser shall secure another purchaser who is satisfactory to Developer. This Agreement is not otherwise assignable.

4. Default. If Purchaser defaults in any of the payments or obligations called for in this Agreement and such default continues for ten (10) days after written notice sent by Developer to Purchaser, then, forthwith, at the option of Developer, all rights of Purchaser under this Agreement shall terminate and any amount paid toward the purchase price shall be retained by Developer as liquidated damages, provided, however, that such liquidated damages shall in no event exceed 10% of the purchase price (exclusive of any amounts paid by Purchaser for modifications and extras which may be retained by Developer under the provisions of Exhibit 'A' hereto).

5. Limited Warranty. The only warranty made by Developer with respect to a Unit in the Project is contained in the separate Limited Warranty delivered to Purchaser simultaneously with the execution of this Purchase Agreement.

6. Binding Effect. This Agreement shall become a binding agreement upon the expiration of nine (9) business days after receipt by Purchaser of the documents referred to in Paragraphs 1 and 11 of these General Provisions and the Disclosure Statement for the Condominium Project unless Purchaser waives his right of withdrawal during such time period in accordance with Section 84 of the Michigan Condominium Act. Prior to closing and the expiration of such 9-day period, Purchaser shall be entitled to withdraw from this Agreement after signing the same without cause and without penalty and to receive a refund of all funds deposited hereunder upon due written notice to Developer at any time within such 9-day period, unless Purchaser has waived the right of withdrawal as provided above.

Upon the expiration of the withdrawal period, Developer will retain sufficient funds in escrow or provide sufficient security to assure completion of all structures and improvements labelled "must be built" under the terms of the condominium documents.

7. Arbitration Rights of Purchaser. At the exclusive option of the Purchaser, any claim which might be the subject of civil action against the Developer which involves an amount less than \$2,500.00, and arises out of or relates to this Purchase Agreement or the Unit or Project to which this Agreement relates, shall be settled by binding arbitration conducted by the American Arbitration Association. The arbitration shall be conducted in accordance with applicable law and the currently applicable rules of the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.

8. Oral Representations Not To Be Relied Upon. This Agreement will supersede any and all understandings and agreements and constitutes the entire Agreement between the parties and no oral representations or statements shall be considered a part hereof.

9. Notices. All written notices required hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary first class mail or by registered or certified mail, postage prepaid, and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

10. Usage of Terms. The pronouns and relative words herein used are written in the masculine and singular only if more than one (1) join in the execution hereof as Developer or Purchaser or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively.

11. The Condominium Buyer's Handbook. Purchaser hereby acknowledges receipt prior to execution of this Agreement of a copy of the Condominium Buyer's Handbook published by the Michigan Department of Commerce.

WOODLAND PINES CONDOMINIUMS

LIMITED WARRANTY

1. Name and Address of Warrantor. The name of the Warrantor (i.e., the entity making this Limited Warranty) is WOODLAND PINES DEVELOPMENT CORP., a Michigan Corporation, whose address is 31731 Northwestern Highway, Suite 159-W, Farmington Hills, Michigan, 48018.

2. Terms. The terms of the various coverages of this Limited Warranty begin on the date on which your Condominium Unit is deeded to you. This date is referred to in this Limited Warranty as the "Closing."

3. Coverages. The Warrantor does hereby warrant to you, as the original purchaser, and for a period of one (1) year after closing:

(a) The floors, ceilings, walls, and other internal structural components of your Condominium Unit which are not covered by other portions of this Limited Warranty will be free of defects in materials or workmanship; and

(b) The Common Elements which are not covered by other portions of this Limited Warranty and which are attached to or contained in the building in which your Condominium Unit is located will be free of defects in materials or workmanship.

4. Manufacturers' Warranties. The Warrantor assigns and passes through to you the manufacturers' warranties on all appliances and equipment located in your Condominium Unit.

5. Exclusions From Coverage. The Warrantor does not assume responsibility for any of the following (either with respect to your Condominium Unit or to the Common Elements in the Project), all of which are excluded from the coverage of this Limited Warranty:

(a) Defects in appliances and pieces of equipment which are covered by manufacturers' warranties, previously assigned to you. You should follow the procedures in those warranties if defects appear in those items.

(b) Damages due to ordinary wear and tear, abusive use, or lack of proper maintenance of your Condominium Unit.

(c) Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco,

plaster, bricks and masonry; drying, shrinking and cracking of caulking and weather-stripping; cracks in tile or cement and heaving of tile or cement; settlement of your Condominium Unit or the ground under or around the building in which your Unit is located or under or around other Units or Common Elements.

(d) Defects in items installed by you or by anyone else except us or our subcontractors.

(e) Work done by you or by anyone else except us or our subcontractors.

(f) Damage to or destruction of any tree, shrub or plant growth which is native to the Condominium site and which remains after completion of construction of the Condominium Project, regardless of Warrantor's care to protect any tree, shrub or plant growth in either its original or relocated site.

(g) Loss or injury due to the elements.

(h) Conditions resulting from condensation on, or expansion or contraction of, materials.

(i) Consequential or incidental damages.

6. No Other Warranties. EXCEPT AS HEREINABOVE STATED, SELLER DISCLAIMS ANY AND ALL OTHER EXPRESS WARRANTIES AND/OR REPRESENTATIONS OF ANY KIND OR NATURE. FURTHER, SELLER HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, (i) IMPLIED WARRANTY OF MERCHANTABILITY AND (ii) IMPLIED WARRANTY OF FITNESS.

7. Claims Procedure. Any claimed defect must be reported, in writing, to the Warrantor at the address appearing in Paragraph 1 of this Limited Warranty. The writing must describe, with specificity, the claimed defect. Warrantor will not assume responsibility for responding to any written letter delivered to us more than fourteen (14) days after the expiration of the one-year warranty period, even if the defects that are claimed in the letter may have arisen within the one-year warranty period. The letter should state the times during the day when you will be home, so that service calls can be appropriately scheduled. Requests for emergency repairs may be communicated by telephone, but must be followed by written request as soon as may be practical thereafter.

8. Remedies. Upon receipt of your written report of a defect, we will inspect your Unit. If a defect is found to exist, the Warrantor, in its sole discretion, shall repair or replace the defect at no charge to you. All work shall be completed in a prompt and reasonable time, taking into account delays which may arise due to shortage of proper materials, labor problems and weather conditions.

9. Disputes. In the event of any dispute between the Warrantor and the Purchaser as to whether or not a given item/condition/claim is covered by this Warranty, or whether a given repair has been performed satisfactorily, the decision of the local Building Department official shall be binding upon both the Warrantor and the Purchaser.

10. Not Transferable. This Limited Warranty is personal to original purchasers of a Condominium Unit, and is not assignable or transferable by them to any successor of the described premises. When the first purchaser sells the Unit or moves out of it, this Limited Warranty automatically terminates.

Date of Closing: _____

Purchaser: _____

Unit No. _____

WOODLAND PINES DEVELOPMENT CORP.
a Michigan Corporation, Developer

By: _____

WOODLAND PINES CONDOMINIUMS

ESCROW AGREEMENT

THIS AGREEMENT is entered into the 16th day of June, 1988, between WOODLAND PINES DEVELOPMENT CORP., ("Developer") and PHILIP F. GRECO TITLE COMPANY, agent for CHICAGO TITLE INSURANCE COMPANY ("Escrow Agent").

WHEREAS, Developer has established WOODLAND PINES CONDOMINIUMS as a residential Condominium Project under applicable Michigan law and

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

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

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

NOW, THEREFORE, it is agreed as follows:

1. Initial Deposit of Funds. Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed, Condominium Buyer's Handbook and Disclosure Statement.

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

A. Release of Funds to Purchaser. The escrowed funds shall be released to Purchaser under the following circumstances:

- (1) If Purchaser has executed a Preliminary Reservation Agreement, but has not executed a Purchase Agreement, and Purchaser cancels the Agreement, Purchaser shall notify Escrow Agent of such cancellation, and all funds deposited pursuant to the Agreement and this

Escrow Agreement shall be released to Purchaser.

- (2) If Purchaser has executed a Preliminary Reservation Agreement, but has not executed a Purchase Agreement, and Developer terminates Purchaser's reservation rights as a result of a default by Purchaser, or for any reason permitted by the Preliminary Reservation Agreement, Developer shall notify Escrow Agent of the default, and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.
- (3) If Purchaser has executed a Purchase Agreement, and Purchaser withdraws from the Agreement within the withdrawal period described therein, Purchaser shall notify Escrow Agent of such withdrawal, and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.
- (4) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and he fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.
- (5) If Developer determines not to establish the condominium project, or not to construct Purchaser's unit, Developer shall notify Escrow Agent of its decision, and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.
- (6) If Developer is unable to convey insurable title to Purchaser within sixty (60) days after the issuance of a title commitment in respect of Purchaser's Unit, Purchaser shall notify Escrow Agent of Developer's inability to convey insurable title, and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.
- (7) If Developer terminates Purchaser's rights under a Purchase Agreement for any reason permitted by the Purchase Agreement other than

the default of Purchaser, Developer shall notify Escrow Agent of the termination, and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.

All funds released under this Sub-paragraph A shall be returned to Purchaser within three business days after Escrow Agent is notified of the satisfaction of any of the conditions described above. The term "business day" as used in this Escrow Agreement shall mean a day other than a Saturday, Sunday or legal holiday.

B. Release of Funds to Developer. The funds held by Escrow Agent with respect to a given Purchaser and Agreement shall be released to Developer under the following circumstances:

- (1) Default by Purchaser. In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of ten (10) days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.
- (2) Upon Conveyance of Title to Purchaser. Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement, upon receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the project in which the condominium unit is located and which on the condominium subdivision plan are labeled "must be built" are substantially complete, or determining the amount necessary for substantial completion thereof, and receipt of a certificate signed by a licensed professional engineer or architect either confirming that recreational or other facilities which on the condominium subdivision plan are labeled "must be built", whether located within or outside of the phase

of the project in which the condominium unit is located, and which are intended for common use, are substantially complete, or determining the amount necessary for substantial completion thereof.

A structure, element, facility or other improvement shall be deemed to be substantially complete when it can be reasonably employed for its intended use and, for purposes of certification, it shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications for the project. A certificate of substantial completion shall not be determined to be a certification as to the quality of the items to which it relates. Items shall be substantially complete only after all utility mains and leads, all major structural components of buildings, all building exteriors and all sidewalks, driveways, landscaping and access roads, to the extent such items are designated on the condominium subdivision plan as "must be built", are substantially complete in accordance with the pertinent plans therefor. If the estimated cost of substantial completion of any of these items cannot be determined by a licensed professional engineer or architect due to the absence of plans, specifications, or other details that are sufficiently complete to enable such a determination to be made, such cost shall be the minimum expenditure specified in the recorded master deed or amendment for completion thereof. To the extent that any item referred to in above is specifically depicted on the condominium subdivision plan, an estimate of the cost of substantial completion prepared by a licensed professional engineer or architect shall be required in place of the minimum expenditure specified in the recorded master deed or amendment.

- (3) Release of Funds Escrowed for Completion of Incomplete Improvements. Upon furnishing Escrow Agent a certificate above evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility, or identifiable portion thereof for which funds or other security have been deposited in

escrow, Escrow Agent shall release to Developer the amount of such fund or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s), provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer. Notwithstanding a release of escrowed funds that is authorized or required by this section, an escrow agent may refuse to release funds from an escrow account if the escrow agent, in its judgment, has sufficient cause to believe the certificate confirming substantial completion or determining the amount necessary for substantial completion is fraudulent or without factual basis.

All funds released under this Sub-paragraph B shall be delivered to Developer within three business days after all of the conditions causing the release have been satisfied.

3. Release of Interest Upon Escrowed Funds. Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by the Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder, provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

4. Other Adequate Security. If Developer request that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

5. In the Event Elements or Facilities Remain Incomplete. If Escrow Agent is holding in escrow funds or other security for

completion or incomplete elements or facilities under Section 103b(7) of the Act, such funds or other security shall be administered by Escrow Agent in the following manner.

A. Escrow Agent shall upon request give all statutorily required notices under Section 103b(7) of the Act.

B. If Developer, the WOODLAND PINES CONDOMINIUM ASSOCIATION and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent in its absolute and sole Discretion), as to the disposition of the funds or security in escrow under Section 103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.

C. Failing written agreement as provided in Paragraph 5B above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

- (1) Initiate an interpleader action in any circuit court in the State of Michigan naming the Developer, THE WOODLAND PINES CONDOMINIUM ASSOCIATION and all other claimants and interested parties as parties and deposit all funds or other security in escrow under Section 103b(7) of the Act with the clerk of such court in full acquittance of its responsibilities under this Agreement; or
- (2) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and the WOODLAND PINES CONDOMINIUM ASSOCIATION shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under Section 103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration

decision or may commence an interpleader action with respect thereto as provided above.

6. Proof of Occurrence, Confirmation of Substantial Completion; Determination of Costs to Complete. Escrow Agent may require reasonable proof of 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 Purchaser there under or to Developer. Whenever Escrow Agent is required hereby to confirm that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans and specifications therefor, it may base such confirmation entirely upon the certificate of a licensed professional engineer or architect. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections 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 and Escrow Agent may rely entirely upon certificates, determinations and estimates as described above in retaining and releasing all escrowed funds hereunder.

7. Limited Liability of Escrow Agent; Right to Deduct Expenses from Escrow Deposits. Upon making delivery of the funds deposited with Escrow Agent pursuant to any Purchase Agreement and performance of the obligations and services stated therein and 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 such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any banks used by it as an escrow depository for funds received by it under this Agreement.

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular.

So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described in Section 6, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any co-owner or any other party for any error in such certificate, cost estimate or determination, or for any act or omission by the Escrow Agent in reliance thereon.

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.

8. Limited Liability of Architect and Engineer. A licensed professional architect or engineer undertaking to make a certificate hereunder shall be held to the normal standard of care required of a member of that profession in determining substantial completion and the estimated cost of substantial completion under the act, but such architect or engineer shall not be required to have designed the improvements or item or to have inspected or to have supervised construction or installation of the improvement or item. The certificate by a licensed professional architect or engineer shall not be construed to limit the Developer's liability for any defect in construction. For purposes of this Escrow Agreement, "licensed professional engineer or architect" means a member of those professions who satisfies all requirements of the laws of this state for the practice of the profession, and who is not an employee of the Developer or of a firm in which the Developer or an officer or director of the Developer is a principal or holds ten (10%) percent or more of the outstanding shares of that firm.

9. 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, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the pertinent Purchase Agreement. For purposes of calculating time periods under provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

10. Changes in Circumstances. The disability, bankruptcy, insolvency, or absence of a Purchaser, Developer or Escrow Agent,

or any of them, shall not affect or prevent performance by the Escrow Agent of its obligations and instructions hereunder.

11. No Notification. If no notification has been received by Escrow Agent within three (3) years from the date of this Escrow Agreement, Escrow Agent may, after thirty (30) days written notice to Developer and Purchaser, deliver the escrowed assets to the clerk of the Circuit Court of Oakland County, Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

WOODLAND PINES DEVELOPMENT CORP., Developer

By: _____/s/
ALAN M. GOTTLIEB, PRESIDENT

PHILIP F. GRECO TITLE COMPANY, Agent for
Chicago Title Insurance Company, Escrow Agent

By: _____/s/

118 Cass Avenue
Mount Clemens, Michigan 48043

SECOND AMENDMENT TO
MASTER DEED OF WOODLAND PINES CONDOMINIUMS

WOODLAND PINES DEVELOPMENT CORPORATION, a Michigan Corporation, whose address is 31731 Northwestern Highway, Suite 159-W, Farmington Hills, Michigan 48018, being the Developer of WOODLAND PINES CONDOMINIUMS, a Condominium Project established pursuant to the Master Deed thereof, recorded on June 4, 1985 in Liber 9000, Pages 782 through 835, and amended on April 15, 1988 as recorded in Liber 10376, Pages 311 through 346, Oakland County Records and known as Oakland County Subdivision Plan No. 412, hereby amends the Master Deed of WOODLAND PINES CONDOMINIUMS pursuant to the authority reserved in Article VII, Section 2 thereof. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibits 'A' and 'B' thereto shall be amended in the following manner:

1. The Second Amended Master Deed and Exhibits 'A' and 'B' thereto, as fully and completely restated hereinafter, shall replace and supercede the originally recorded and First Amended Master Deed (including Exhibits 'A' and 'B' thereto) and the originally recorded and First Amended Master Deed (including Exhibits 'A' and 'B' thereto) shall be of no further force or effect.

SECOND AMENDED MASTER DEED

WOODLAND PINES CONDOMINIUMS

This Second Amended Master Deed is made and executed on this 13th day of March, 1989, by WOODLAND PINES DEVELOPMENT CORPORATION, a Michigan Corporation, hereinafter referred to as "Developer", whose office address is 31731 Northwestern Hwy., Suite 159-W, Farmington Hills, Michigan 48018, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer desires by recording this Second Amended Master Deed, together with the Bylaws attached hereto as Exhibit 'A' and together with the Condominium Subdivision Plan attached hereto as Exhibit 'B' (both of which are hereby incorporated herein by reference and made a part hereof), 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, the Developer does, upon the recording hereof, establish WOODLAND PINES CONDOMINIUMS as a Condominium Project under the Act and does declare that WOODLAND PINES CONDOMINIUMS (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 their 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 is known as WOODLAND PINES CONDOMINIUMS, Oakland County Condominium Subdivision Plan No. 412. The engineering and architectural plans for the Project were approved by, and are on file with, the City of Farmington Hills. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are

set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

Lots 29 and 30, Supervisors Plat No. 14,
Farmington Township, as recorded in Liber 67,
Page 1 of Plats, Oakland County Records.

ARTICLE III

NUMBER OF UNITS

The WOODLAND PINES CONDOMINIUMS shall consist of thirty-eight (38) units as shown on the Subdivision Plan attached hereto as Exhibit 'B'.

ARTICLE IV

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits 'A' and 'B' hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the WOODLAND PINES CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of or transfer of, interests in WOODLAND PINES CONDOMINIUMS as a condominium. Wherever 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, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Administrator. "Administrator" means the Michigan Department of Commerce or an authorized designee.

Section 3. Arbitration. "Arbitration Association" means the American Arbitration Association or its successor.

Section 4. Association. "Association" means WOODLAND PINES CONDOMINIUM ASSOCIATION, which is the non-profit corporation organized under Michigan Law of which all Co-owners shall be

members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 5. Bylaws. "Bylaws" means Exhibit 'A' hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 6. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article V hereof.

Section 7. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits 'A' and 'B' hereto, the Articles of Incorporation, Association Bylaws, Disclosure Statement, Preliminary Reservation Agreement, Purchase Agreement, Condominium Buyers Handbook and Escrow Agreement.

Section 8. 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 WOODLAND PINES CONDOMINIUMS as described above.

Section 9. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means WOODLAND PINES CONDOMINIUMS as a Condominium Project established in conformity with the Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit 'B' hereto.

Section 11. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units or other residences.

Section 12. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 13. Developer. "Developer" means WOODLAND PINES DEVELOPMENT CORPORATION, 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, however and wherever such terms are used in the Condominium Documents.

Section 14. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be 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 all Units which may be created are sold, whichever first occurs.

Section 15. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in WOODLAND PINES CONDOMINIUMS, as such space may be described on Exhibit 'B' hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Other terms which may be utilized in the Condominium Documents and which are not defined hereinabove shall have the meanings as provided in the Act.

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

ARTICLE V

COMMON ELEMENTS

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

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

a. Land. The land described in Article II hereof, including driveways, roads, sidewalks and parking spaces not identified as Limited Common Elements.

b. Electrical. The electrical transmission system throughout the Project, including that contained within Unit

walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.

c. Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

d. Gas. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

e. Water. The water distribution system through the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

f. Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

g. Storm Sewer. The storm sewer system throughout the Project.

h. Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

i. Construction. Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein) and roofs (including overhangs, chimney stacks and vents).

j. Miscellaneous. All fencing surrounding the Project and all garbage dumpsters of the Project.

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 and safety of the Project.

Some or all of the utility 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 shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

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 Limited Common Elements are as follows:

a. Interior Surfaces. The interior surfaces of Unit perimeter walls (including doors therein), ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

b. Yardspace. Each individual private courtyard in the Project is restricted in use to the Co-owner of the Unit which opens into such courtyard as shown on Exhibit 'B' hereto. Such yardspace is for the recreational use and enjoyment of the Co-owner. Co-owners may construct or install cement slabs, decks, landscaping and similar improvements within the areas defined on Exhibit 'B' hereto as "Yardspace".

In no event shall any landscaping and/or vegetation exceed 36 inches in height.

Each Co-owner shall have the right to construct a fence around the yardspace into which their Unit opens; however, the material used may only be of a wooden character and in no event shall any Co-owner erect a chain link fence around said yardspace. No such fence shall exceed 48 inches in height.

c. Garage, Garage Door and Floor, Driveway. Each garage, garage door (including its hardware and electric door opener, if any,) the garage floor and driveway to the garage shall be limited in use to the Co-owner of the Unit to which the same is appurtenant.

d. Utility Meters. Meters for natural gas and electricity shall be Limited Common Elements respectively appurtenant to each Unit for which they measure such utility service.

e. Unit Entrance. Each Unit walkway, steps and brick/concrete slab leading to the entrance of each Unit shall be subject to the exclusive use and enjoyment of the Co-owner served by the front walkway, steps and brick/concrete slab as shown on Exhibit 'B' hereto.

f. Air Conditioner Compressors. Each individual air conditioner compressor, its pad and other equipment and accessories related thereto, together with the ground surface immediately below the pad, are restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

g. Attics. Each individual attic in the Project is restricted in use to the Co-owner of the Unit to which such attic is appurtenant, provided, however, that Co-owners shall make no physical changes in such space without prior written approval from the Association and no dangerous condition shall be maintained therein.

h. Windows and Screens. The windows and screens in the Project are restricted in use to the Co-owner of the Unit to which such windows and screens are appurtenant.

i. Exterior Lights. The exterior lighting fixture at the entrance to each Unit shall be a Limited Common Element appurtenant to such Unit.

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

a. General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association.

b. Limited Common Elements. The costs of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Association, except as follows:

(1) Interior Surfaces. The costs of maintenance, repair, replacement, and decoration of all surfaces referred to in Article V, Section 2(a) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(2) Air Conditioner Compressors. The costs of repairing and replacing the air conditioning compressors referred to in Article V, Section 2(f) shall be borne solely by each Co-owner utilizing such equipment.

(3) Windows and Screens. The maintenance, repair, replacement and interior and exterior maintenance of all window glass and screens referred to in Article V, Section 2(h) and the costs thereof shall be borne by the Co-Owner of the Unit to which any such windows and screens are appurtenant.

(4) Exterior Lights. The costs of electricity for the exterior lighting fixtures referred to in Article V, Section 2(i) shall be metered by the individual electric meters of the Co-owners to whose Units the same are respectively appurtenant and shall be paid by such individual Co-owners without reimbursement therefor from the Association.

(5) Yard Space. The cost of maintenance, repair and replacement of each private Yardspace described in Article V above, and its contents, shall be borne by the Co-Owner of the Unit which opens into such area. Any dividing wall between yard spaces, as originally constructed by the Developer, shall be maintained, repaired and replaced by the Association.

(6) Garage Doors and Garage Floors. The costs of maintenance, repair and replacement of each garage door and its hardware, including garage door openers (if any) and garage floors, shall be borne by the Co-owner of the Unit to which the same are appurtenant except that periodic exterior repainting of each garage door shall be an Association expense.

(7) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

c. Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any action at a future time. All costs incurred by the Association or Developer in performing any responsibilities under this Article V which are 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; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection for regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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 Common Elements.

ARTICLE VI

PERCENTAGE OF VALUE

Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the

allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

ARTICLE VII

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after the 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 continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article II hereof; subject, however, to the approval of the Developer so long as the Construction 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 thereby.

Section 3. 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 replacements which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 5. Easements Retained by Developer.

a. Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II.

b. Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electric, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

The Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local

governments. 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 an appropriate amendment to this Master Deed and to Exhibit 'B' hereto, recorded 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 easement or transfer of title.

ARTICLE VIII

AMENDMENT

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 in any material way without the consent of the Co-owner or mortgagee 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 and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. By Developer. Prior to one (1) year after expiration of the Construction 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 attached as Exhibit 'B' 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 attached hereto as Exhibit 'A' as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 3. 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 mortgages of record allocating one vote for each mortgage held.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner 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 mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

STATE OF MICHIGAN)
COUNTY OF OAKLAND)^{ss}

On this 13th day of March, 1989, the foregoing Master Deed was acknowledged before me by ALAN GOTTLIEB, the President of WOODLAND PINES DEVELOPMENT CORPORATION, a Michigan Corporation.

/s/

STEVEN WALLACE
Notary Public
Oakland County, Michigan
My Commission Expires: 7-19-89

MASTER DEED DRAFTED BY:

WALLACE & WALLACE
Steven Wallace
17117 W. Nine Mile Rd.
Suite 1320
Southfield, MI 48075
(313) 557-8244

WHEN RECORDED, RETURN TO DRAFTER

woodseca.md

WOODLAND PINES CONDOMINIUMS

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

WOODLAND PINES CONDOMINIUMS, a residential Condominium Project located in the City of Farmington Hills, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium 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 Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the 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 pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners 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 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 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 and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly 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, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (2) to provide replacements of existing Common Elements; (3) to provide additions to the Common Elements not exceeding \$5,000.00 annually for the entire Condominium Project; or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 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: (1) assessments for additions to the Common Elements of a cost exceeding \$5,000.00 for the entire Condominium Project per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Subparagraph (b) (but not including those assessments referred to in Subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. 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 against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, 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 in accordance with 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 ten (10) or more days shall be subjected to a late penalty charge of Twenty-five (\$25.00) Dollars and in addition thereto shall bear interest from the initial due date thereof at the rate of seven (7%) percent per annum until each installment is paid in full. Each Co-owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract

seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable 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 or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit, or because of uncompleted repair work, or the failure of the Association to provide service to the Project.

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 the furnishing of any utilities or other services to a Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for the late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 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 to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes

of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, 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. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice 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 hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessment(s)), (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 ten (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 that he may request a judicial hearing by bringing suit against the Association.

d. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association

to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rate 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 monthly Association assessments, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the City. Certificates of Occupancy may be obtained by the Developer at such times prior to actual occupancy as the Developer, in its discretion, may determine. An occupied Unit is one which is occupied as a residence. Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay monthly Association assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. The Developer shall not be responsible at any time for payment of monthly Condominium assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed.

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 thereon shall be treated as expenses of administration.

Section 10. Mechanic's Lien. A mechanic's 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. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement 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 five (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 of sale thereof prior 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 the application of the condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to 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 carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

a. Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in Subsection (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expenses in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

b. Insurance of Common Elements and Fixtures. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, 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 in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments

to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the City of Livonia (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit of any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

c. Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of Administration.

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

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 true and lawful attorney-in-fact to act in connection with all matters

concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OF REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be constructed or repaired shall be made in the following manner:

a. Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated.

b. Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

a. Definition of Co-owner Responsibility. If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Subsection (b) hereof. In all other cases,

the responsibility for reconstruction and repair shall be that of the Association.

b. Damage to Interior of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether freestanding, or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as provided in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. 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 such reconstruction or repair, or upon completion of such 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 5. Timely Reconstruction and Repairs. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall

complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

a. Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

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

c. Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V 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 affected by an offer 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. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any

rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE 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, including the Common Elements, in the Condominium shall be used for other than single-family residential purposes. Persons not of the same immediate family may occupy a Unit.

Section 2. Leasing and Rental.

a. Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article 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 lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer 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 ten (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 Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

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

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

(i) The Association shall notify the Co-Owner by certified mail advising of the alleged violation by the tenant.

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

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant 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. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural

modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, basketball backboards or other exterior attachments or modification. No Co-owner shall in any way restrict access to or tamper with any sump pump, plumbing, water line, water line valves, water meter, sprinkler system valves or any other element which affects an Association responsibility in any way. The Board of Directors shall act reasonably and only approve such alterations or modifications as to not impair the soundness, safety, health, character, appearance, or general welfare of the Condominium.

Section 4. 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 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, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. Co-owners may maintain domesticated pets in accordance with the following restrictions. 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 Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements, Limited or General. 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 of any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in

Article II of the By-Laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. 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. Upon any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations.

Section 6. Aesthetics. Except as provided in duly adopted rules and regulations of the Association, the Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which is detrimental to the appearance on or about the Common Elements.

Section 7. Vehicles. Each Co-owner's designated garage shall be used only to park the Co-owner's automobile or other motor vehicles used by the Co-owner for personal transportation. No Co-owner shall obstruct or block any other Co-owner from gaining access to his or her garage. Unless parked in Co-owner's garage, no house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, and motorcycles may be parked or stored upon the premises of the Condominium, unless authorized in writing by the Board of Directors.

Section 8. Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without permission from the Association.

Section 9. Rules and Regulations. It is intended that 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 By-Laws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and

any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association, unless otherwise authorized under Article V of the Master Deed.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways and parking areas 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 Common Elements.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or his family, guests, 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). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Sales by Co-owner.

(a) A Co-owner intending to make a sale of his Unit shall disclose that fact in writing to the Association at least twenty-one (21) days before the closing date of the sale and shall furnish the name and address of the intended purchaser and such other information as the Association may reasonably require. At the time of giving written notice, such Co-owner shall also furnish the Association copies of all instruments setting forth the terms and conditions of the proposed transaction. Developer shall not be subject to this Section 14 in the sale of any Unit following establishment of the Condominium.

(b) The purpose of Section 14 is to enable the Association to be aware at all times of the identities of all persons owing or occupying a Unit and to facilitate communication with all such persons relative to the rights, benefits, obligations and responsibilities of all such persons under the Condominium Documents. Under no circumstances shall this provision be utilized by the Association or any person for purposes of discrimination against any owner, occupant or prospective owner on the grounds of race, color, creed, national origin, sex or other basis prohibited by law.

Section 15. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, 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 Unit; nor shall any hedges, trees or substantial planting or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be

developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development of 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 Construction 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 elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so during the entire Construction and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(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 at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Element and/or to any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, 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.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and 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 notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said Book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of 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 notification 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 when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article VI of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representatives designated by such Co-owner in the notice required in Section 3 of this Article VIII below 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.

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. 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 thirty-five (35%) percent of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which 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 fifty (50%) percent in value 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 and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Notice of time, place and subject matter of all meetings as provided in the Bylaws of the Association shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty (50%) percent in number of the Units in WOODLAND PINES CONDOMINIUMS have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of the seventy-five (75%) in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting 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 ten (10) days written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the second 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 eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article 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 (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 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 ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice

signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at 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 meeting 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 be constituted by 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 approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. 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 (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty (50%) percent in number and in value of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the 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 non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. 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 Qualifications of Directors. The Board of Directors shall be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors may be compensated but only upon the express approval of seventy-five (75%) of all Co-owners.

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 non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in Subsections (b) and (c) below.

b. Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent in number of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-developer Co-owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer 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.

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

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

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under Subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under Subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula 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 (1) Director as provided in Subsection (i).

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

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of the 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 Common Elements thereof.

b. To 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, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

g. To borrow money and issue evidence 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 seventy-five (75%) percent of all of the members of the Association in number and value.

h. To make rules and regulations in accordance with Article VI, Section 9 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.

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 providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provision 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 non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 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 fifty (50%) percent in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five (35%) percent

requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board 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 ten (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 three (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 or Secretary 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 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 be less than a quorum present, the majority of those prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director

in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 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. Officers may be compensated but only upon the express approval of seventy-five (75%) percent of all Co-owners.

a. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He 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 may in his 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 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 so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him 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 fully 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 Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor 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 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 at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 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 expense and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his 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 duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if

the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. At least ten (10) days prior to the payment of any indemnification which it has approved the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry Officers' and Directors' liability insurance covering acts of the Officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE 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 (1/3) or more in number of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, 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 Sixty-Six and 2/3 (66-2/3%) percent of all Co-owners in number and in value. 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 Sixty-Six and 2/3 (66-2/3%) percent 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 of 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 an Exhibit or as set forth in the Act.

ARTICLE XIX

REMEDIES FOR DEFAULT

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

1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
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.
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, 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.

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 in accordance with Article XX of these Bylaws.

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.

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.

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

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted Rules and Regulations 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 personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

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

a. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with 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 the Bylaws.

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

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

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

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

a. First Violation. No fine shall be levied.

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

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

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

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 liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of the Bylaws.

ARTICLE XXI

SEVERABILITY

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

woodlbyl.co

REPLAT NO.2
**OAKLAND COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO.412**

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 FILE ON THIS
 SHEET AND IN THE SURVEYOR'S CERTIFICATE ON
 SHEET NO. 1

**EXHIBIT B TO THE MASTER DEED OF
 WOODLAND PINES CONDOMINIUM
 CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN**

DEVELOPER:
WOODLAND PINES DEVELOPMENT CORP.
 31731 NORTHWESTERN HIGHWAY SUITE 159W
 FARMINGTON HILLS, MICHIGAN 48018
 PHONE NO 313-851-8940

SURVEYOR:
FLINT SURVEYING & ENGINEERING CO.
 5370 MILLER ROAD
 SWARTZ CREEK, MICHIGAN 48473
 PHONE NO. 313-230-1233

LEGAL DESCRIPTION

THIS IS A NO. 2 REPLAT OF SURVEYOR'S PLAN NO. 10, AS RECORDED IN BOOK 17,
 PAGE 1 OF OAKLAND COUNTY PUBLIC RECORDS, TAKING THE WEST BY NORTH
 MERIDIAN PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS 6
 80'00" SOUTH & 1'00" WEST FROM THE WEST CORNER OF SECTION 20,
 TOWNSHIP 36 NORTH, RANGE 16 WEST, BEING THE BOUNDARY OF SAID
 SURVEYOR'S PLAN NO. 10, AS ALREADY IN LIEU OF, PART OF
 OAKLAND COUNTY PUBLIC RECORDS, BEING 5'00" SOUTH & 3'00" WEST & ON
 THE EAST BY A LINE OF SAID SURVEYOR'S PLAN NO. 10, THEREAFTER
 4'00" SOUTH & 1'00" WEST, BEING THE SOUTH LINE OF 1/4 AC. OF SAID
 SURVEYOR'S PLAN NO. 10, THEREAFTER 8'00" SOUTH & 1'00" WEST TO THE
 POINT OF BEGINNING, CONTAINING 0.31 ACRES MORE OR LESS.

SHEET INDEX

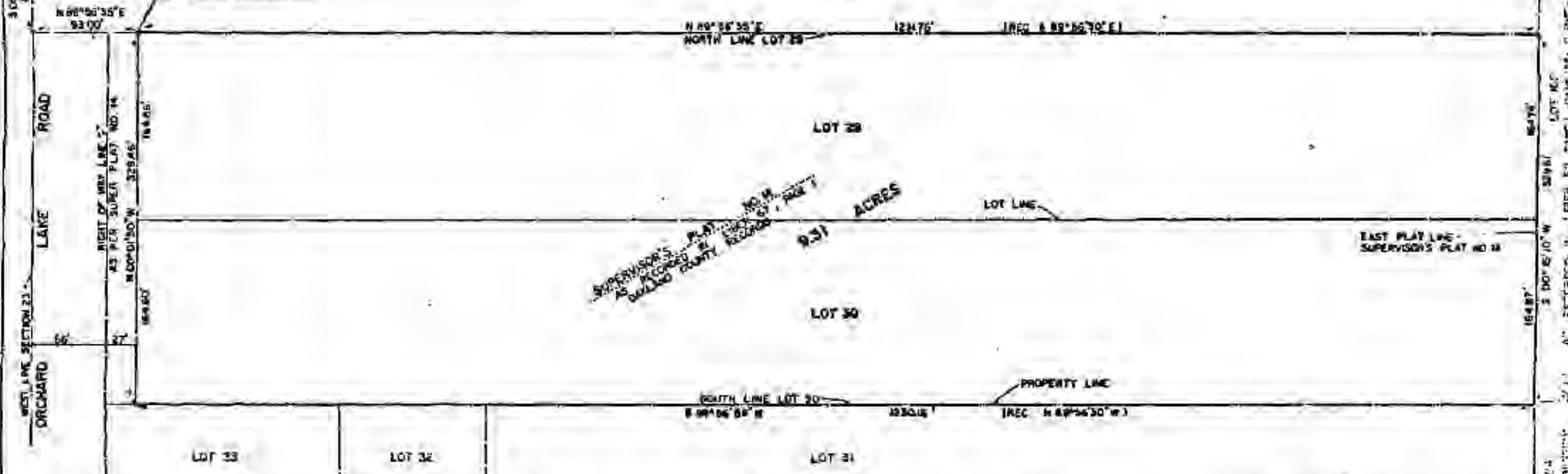
- 1 TITLE PAGE
- 2 SURVEY PLAN
- 3 SITE PLAN
- 4 UTILITY PLAN
- 5 BASEMENT PLAN AND FIRST FLOOR PLAN FOR UNIT TYPE "A" & "B-1"
- 6 BUILDING SECTIONS FOR UNIT TYPE "A" & "B-1"
- 7 BASEMENT PLAN, FIRST FLOOR PLAN AND SECOND FLOOR PLAN FOR UNIT TYPE "A" & "B-1"
- 8 BUILDING SECTIONS FOR UNIT TYPE "A" & "B-1"
- 9 BASEMENT PLAN FOR UNIT 1-1
- 10 FIRST FLOOR PLAN FOR UNIT 1-1
- 11 BUILDING SECTIONS FOR UNIT 1-1
- 12 BASEMENT PLAN UNIT 1-2
- 13 FIRST FLOOR PLAN AND SECOND FLOOR PLAN FOR UNIT 1-2
- 14 BUILDING SECTIONS UNIT 1-2
- 15 PERIMETER PLAN
- 16 PERIMETER PLAN
- 17 PERIMETER PLAN



March 20, 1989
 DATE *Carl H. Carlson*
 CARL H. CARLSON

NORTHWEST CORNER
SECTION 23, T14N-R6E
CITY OF FARMINGTON HILLS,
DAWLAND COUNTY, MICHIGAN

POINT OF BEGINNING



NOTES

BENCHMARK ARROW ON FIRE HYDRANT 85' NORTH OF THE SOUTH LINE OF LOT 30 ON THE WEST SIDE OF ORCHARD LAKE ROAD ELEVATION +777.09 U.S.G.S DATUM

* DENOTES CONCRETE MONUMENT

BEARINGS ARE IN RELATIONSHIP TO "SUPERVISOR'S PLAT NO. 14" AS RECORDED IN LINES 87, PAGE 1 OF DAWLAND COUNTY RECORDS

EASEMENTS WILL BE RECORDED AT A LATER DATE.

SURVEYOR'S CERTIFICATE:

I, CARL H. TALSON, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, BEING QUALIFIED TO TAKE THE FOREGOING PLAT UNDER AN ORDINARY COUNTY COMMISSIONER SUPERVISOR PLAT NO. 14, 2, AS SHOWN ON THE ACCOMPANYING MAPS, REPRESENTS A SURVEY OF THE CONDO SITE UNDER THE PROVISIONS OF THE ACT OF APRIL 22, 1966, P.A. 107, M.C.L.A. 207.11, AND THE ACT OF APRIL 22, 1966, P.A. 107, M.C.L.A. 207.11.

THIS IS A PRELIMINARY PLAT AND DOES NOT CONSTITUTE A FINAL PLAT. THE SURVEYOR'S OFFICE WILL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAT AS SHOWN ON THE MAPS AND RECORDS.

THIS IS A PRELIMINARY PLAT AND DOES NOT CONSTITUTE A FINAL PLAT. THE SURVEYOR'S OFFICE WILL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAT AS SHOWN ON THE MAPS AND RECORDS.

THIS IS A PRELIMINARY PLAT AND DOES NOT CONSTITUTE A FINAL PLAT. THE SURVEYOR'S OFFICE WILL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAT AS SHOWN ON THE MAPS AND RECORDS.

March 20, 1989

Carl H. Talson
CARL H. TALSON
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 1018

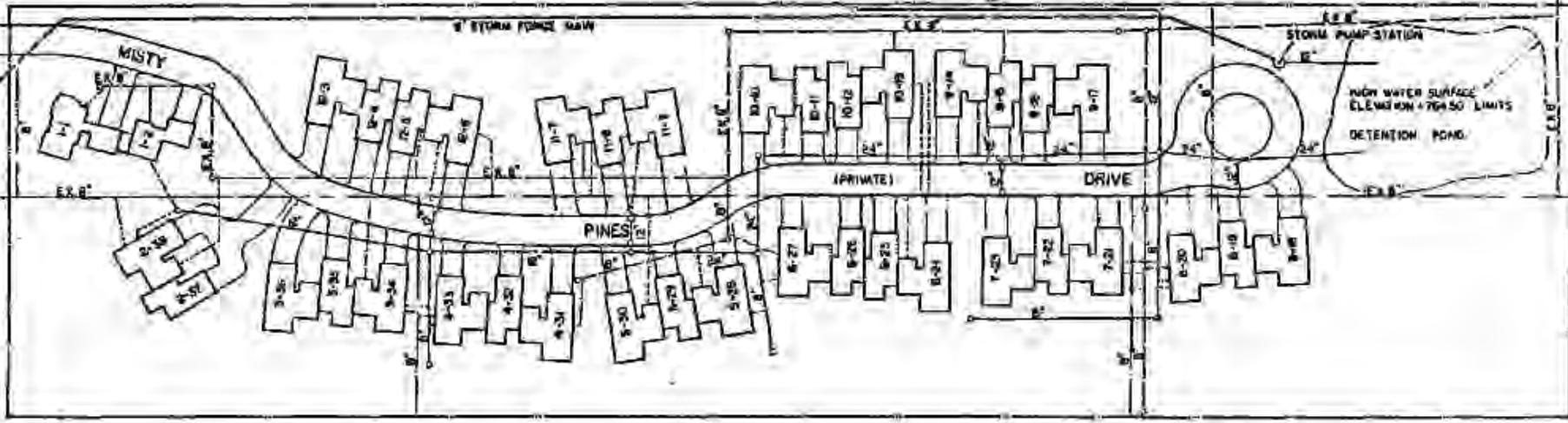


LOCATION MAP
NO SCALE

PROPOSED

FLINT SURVEYING 5370 MILLER ROAD SWARTZ CREEK, MICHIGAN 48473 PHONE 1-313-250-1335	SURVEY PLAN	SHEET 2
	WOODLAND PINES CONDOMINIUM	

ORCHARD LAKE DRIVE (PUBLIC) ROAD



NOTES

- DENOTES BUILDING NUMBER
- 2-37— DENOTES UNIT NUMBER
- ALL SANITARY SEWER LEADS ARE 8"
- ALL STORM SEWER LEADS ARE 8"
- UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWING
- 8"— DENOTES UTILITY SIZE
- ALL WATER SERVICE LEADS ARE 1/2" & 3/4"
- BUILDING UNIT 1-1 THRU 2-36 MUST BE BUILT

LEGEND

UTILITY	SOURCE OF LOCATION
—	WATER
—	SANITARY SEWER
—	STORM SEWER
—	GAS
—	POWER
—	TELEPHONE
—	CABLE TV
—	NONICE LEAD
	FLINT SURVEYING & ENGINEERING CO.
	CONSUMERS POWER CO.
	DETROIT EDISON CO.
	MICHIGAN BELL TELEPHONE CO.
	METRO VISION CABLE TV.

TO BE SHOWN ON AS BUILT DRAWING

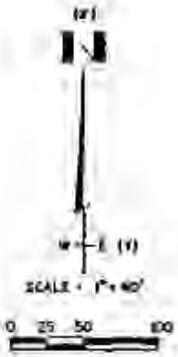


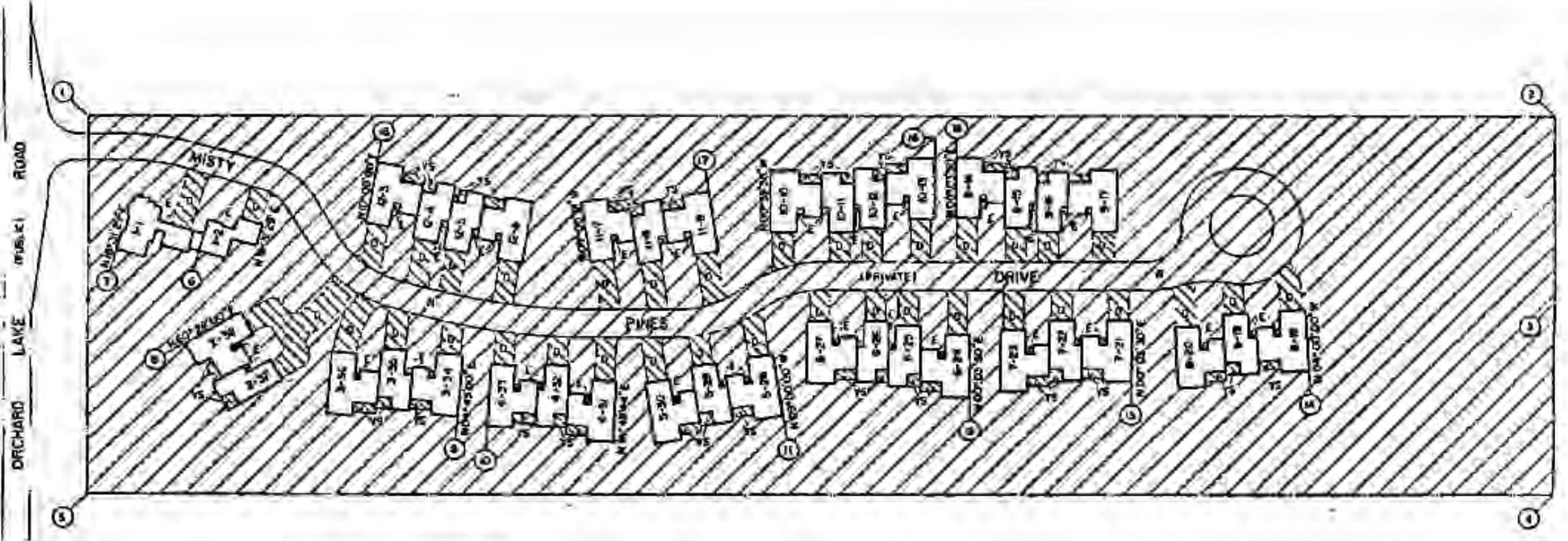
Grand Michigan

PROPOSED

FLINT SURVEYING 3370 MILLER ROAD SWARTZ CREEK, MICHIGAN 48473 PHONE (313) 250-1333	UTILITY PLAN
	WOODLAND PINES CONDOMINIUM

SHEET 4





COORDINATE VALUES		
PT.	NORTH	EAST
1	10329.97	10026.86
2	10381.85	11258.81
3	10166.81	11257.88
4	10001.64	10257.18
5	10000.34	10027.00
6	10204.81	10112.24
7	10211.80	10050.46
8	10115.16	10117.78
9	10066.98	10337.61
10	10105.31	10431.19
11	10065.28	10612.06
12	10083.71	10766.47
13	10092.90	10900.18
14	10103.77	11047.06
15	10290.23	10759.76
16	10290.23	10735.76
17	10365.28	10050.40
18	10287.78	10269.88

NOTES

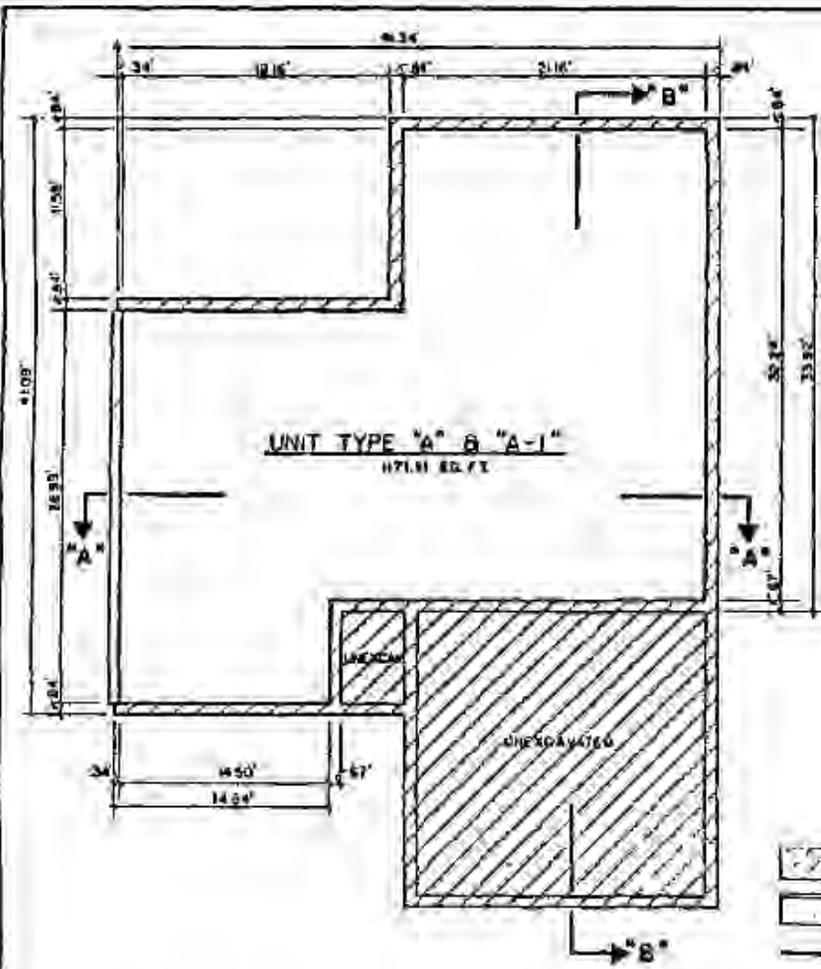
- DENOTES BUILDING NUMBER
- 2-30—DENOTES UNIT NUMBER
- ⊙ DENOTES COORDINATE POINT
- R DENOTES ROAD
- E DENOTES ENTRANCE PORCH
- YA DENOTES YARD SPACE
- D DENOTES DRIVEWAY
- BUILDING UNIT 11 THRU 2-30 MUST BE BUILT
- BEARINGS SHOWN ARE UNIT BEARING

LEGEND

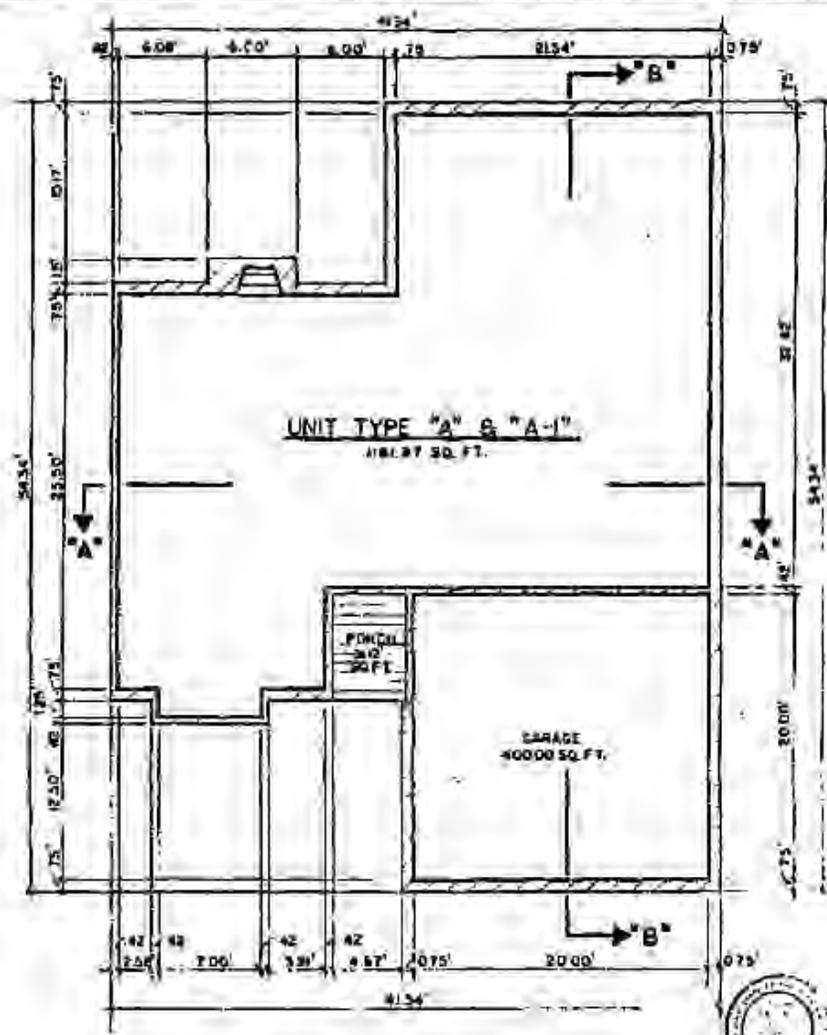
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

Handwritten signature

 2370 MILLER ROAD SWANEE DILER, MARIETTA, GA 30067 PHONE (531) 250-1233	PROPOSED SITE PLAN	WOODLAND PINES CONDOMINIUM SHEET 3



BASEMENT PLAN UNIT "A" & "A-1"

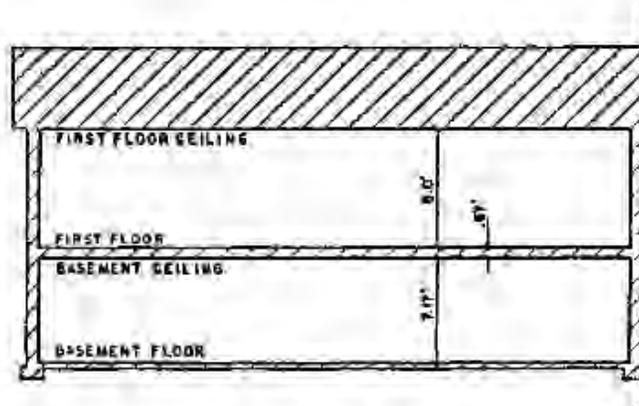


FLOOR PLAN UNIT "A" & "A-1"

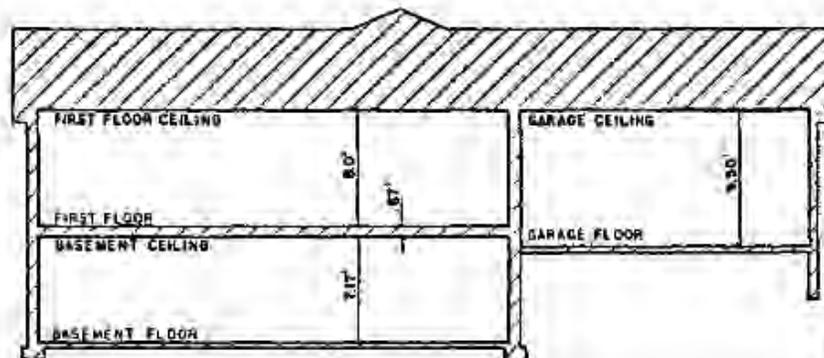


NOTE:
ALL OWNERSHIP LINES
ARE 90° TO EACH OTHER

FLINT SURVEYING 5370 MILLER ROAD SWARTZ CREEK, MICHIGAN 49473 PHONE (531) 720-1351	BASEMENT PLAN AND FIRST FLOOR PLAN FOR UNIT TYPE "A" & "A-1"	SHEET
	WOODLAND PINES CONDOMINIUM	5



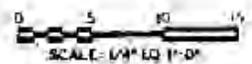
SECTION "A-A"



SECTION "B-B"

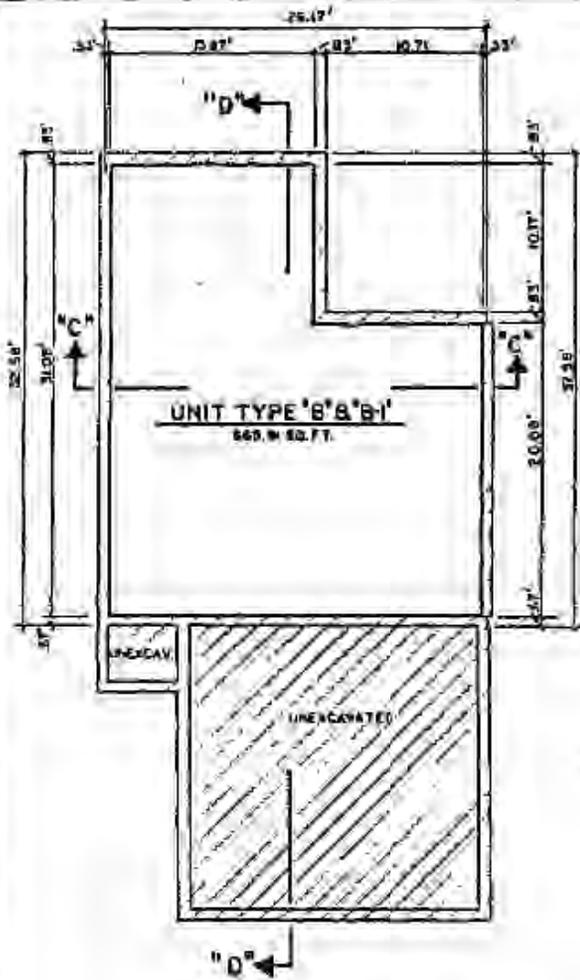
LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMIT OF OWNERSHIP
-  CENTERLINE

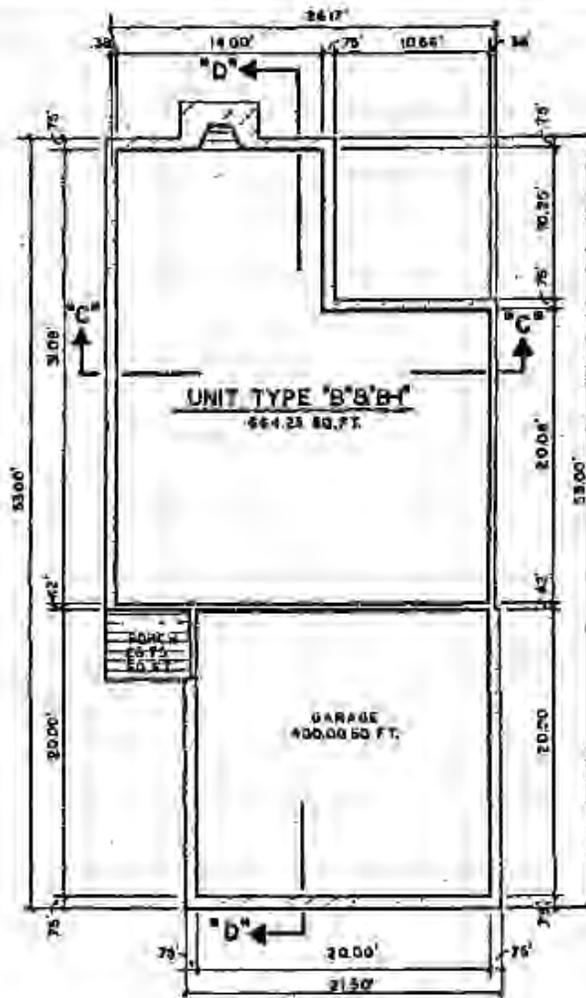


Carl H. ...

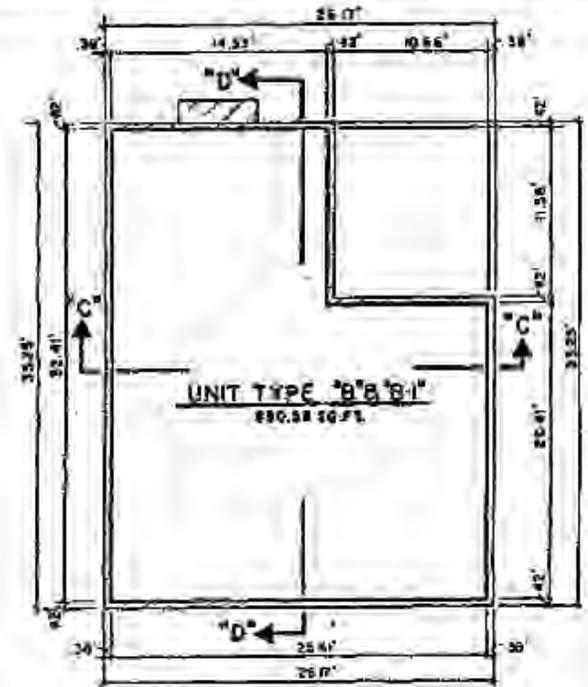
FLINT SURVEYING 6370 MILLER ROAD SWARTZ CREEK, MICHIGAN 48473 PHONE 313-230-1333		PROPOSED	
		BUILDING SECTIONS UNIT TYPE "A" & "A-1"	
		WOODLAND PINES CONDOMINIUM	SHEET 6



BASEMENT PLAN UNIT 'B' B' B-1'



FIRST FLOOR PLAN UNIT 'B' B' B-1'



SECOND FLOOR PLAN UNIT 'B' B' B-1'

LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP
-  CENTERLINE

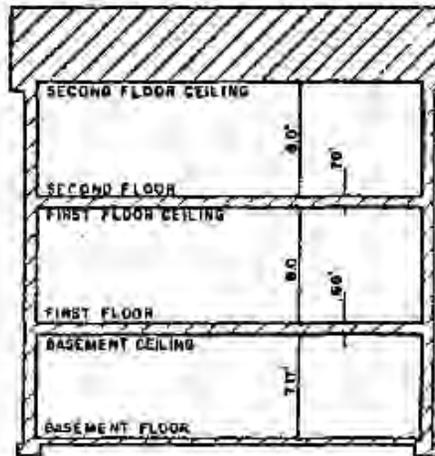


Carl W. Carlson

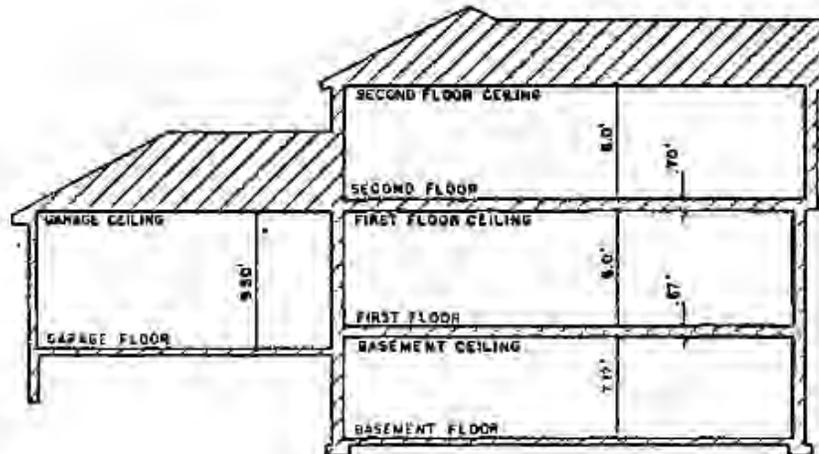


NOTE
ALL OWNERSHIP LINES
ARE 90° TO EACH OTHER

FLINT SURVEYING 3370 MILLER ROAD SWARTZ CREEK MICHIGAN 48472 PHONE (313) 330-1334	PROPOSED
	BASEMENT PLAN, FIRST FLOOR PLAN AND SECOND FLOOR PLAN FOR UNIT TYPE 'B' B' B-1'
WOODLAND PINES CONDOMINIUM	SHEET 7



SECTION "C-C"



SECTION "D-D"

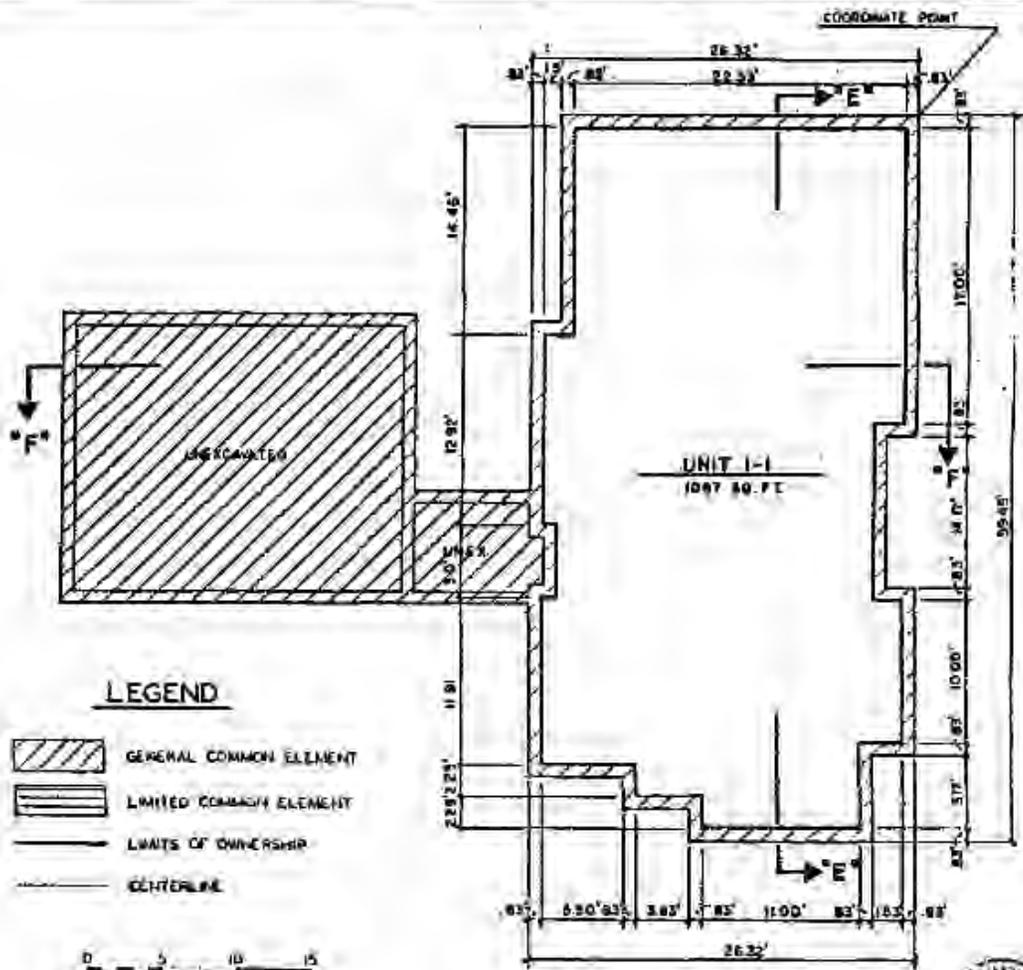
LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP
-  CENTERLINE



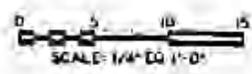
Edith J. ...

FLINT SURVEYING 2270 MILLER ROAD SWARTZ CREEK, MICHIGAN 48473 PHONE (501) 250-1333		PROPOSED
		BUILDING SECTIONS UNIT TYPE "B" & "B-1"
WOODLAND PINES CONDOMINIUM		SHEET 8



LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP
-  CENTERLINE



BASEMENT PLAN UNIT 1-1

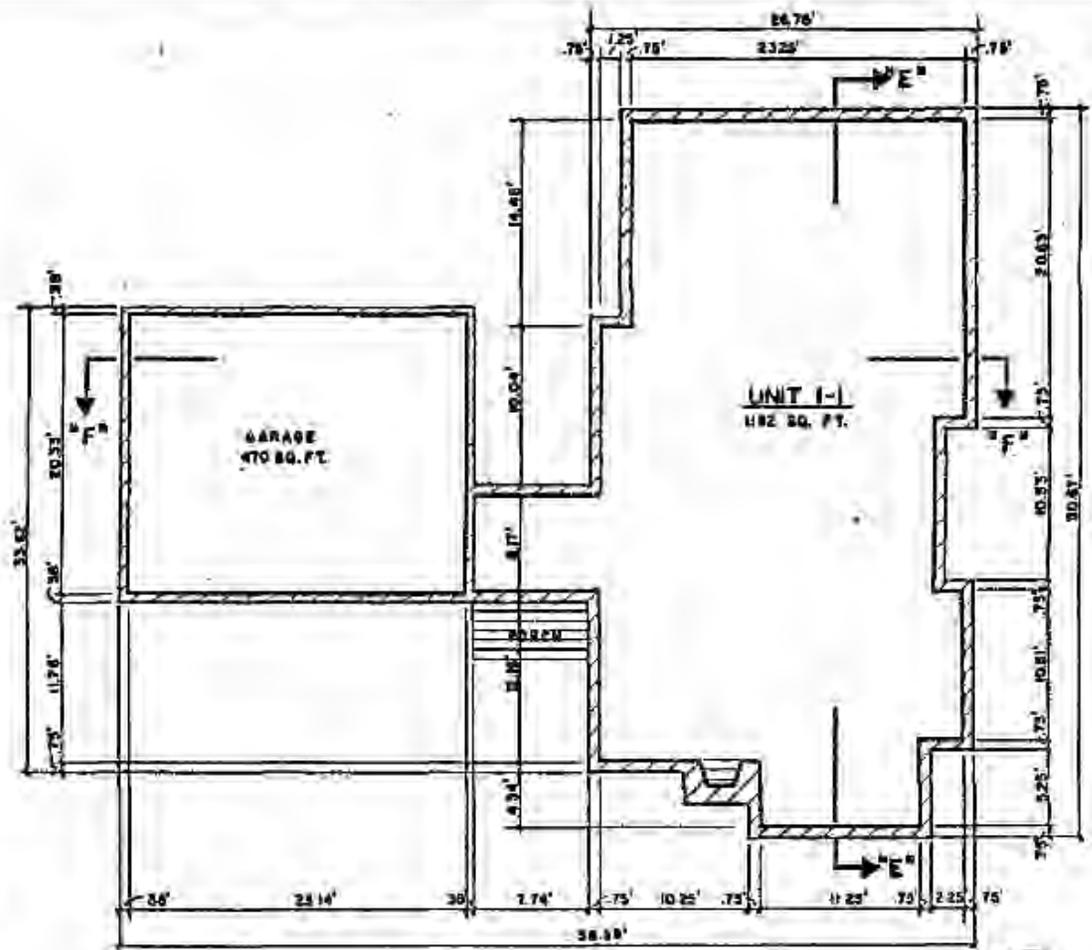


David M. [Signature]

PROPOSED

NOTE
ALL OWNERSHIP LINES
ARE 90° TO EACH OTHER

PLINT SURVEYING 5370 MILLER ROAD SWARTZ CREEK, MICHIGAN 48473 PHONE (313) 250-1533	BASEMENT PLAN FOR UNIT 1-1	SHEET 9
	WOODLAND PINES CONDOMINIUM	



LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP
-  CENTERLINE



FIRST FLOOR PLAN UNIT 1-1

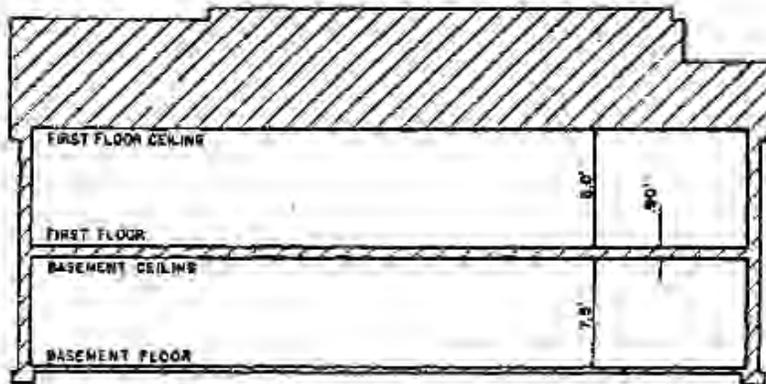


Carl H. Co. Inc.

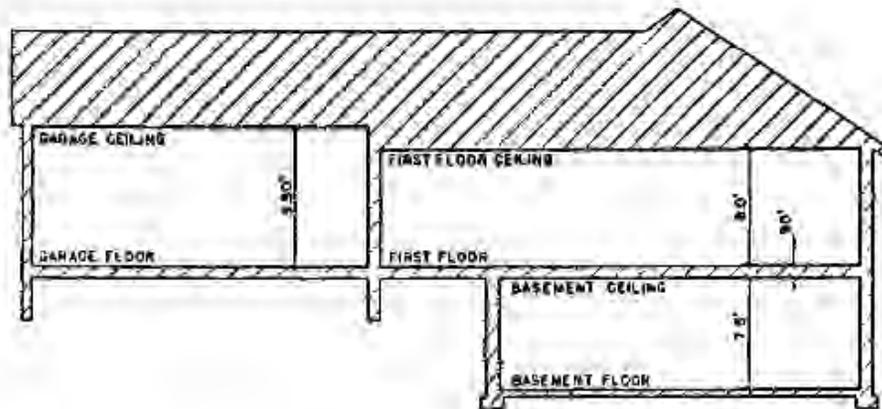
PROPOSED

NOTE
ALL OWNERSHIP LINES
ARE 90° TO EACH OTHER.

FLINT SURVEYING 5370 MILLER ROAD SWARTZ CREEK, MICHIGAN 49473 PHONE (313) 230-1333	FIRST FLOOR PLAN FOR UNIT 1-1	SHEET 10
	WOODLAND PINES CONDOMINIUM	



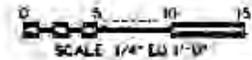
SECTION "E-E"



SECTION "F-F"

LEGEND

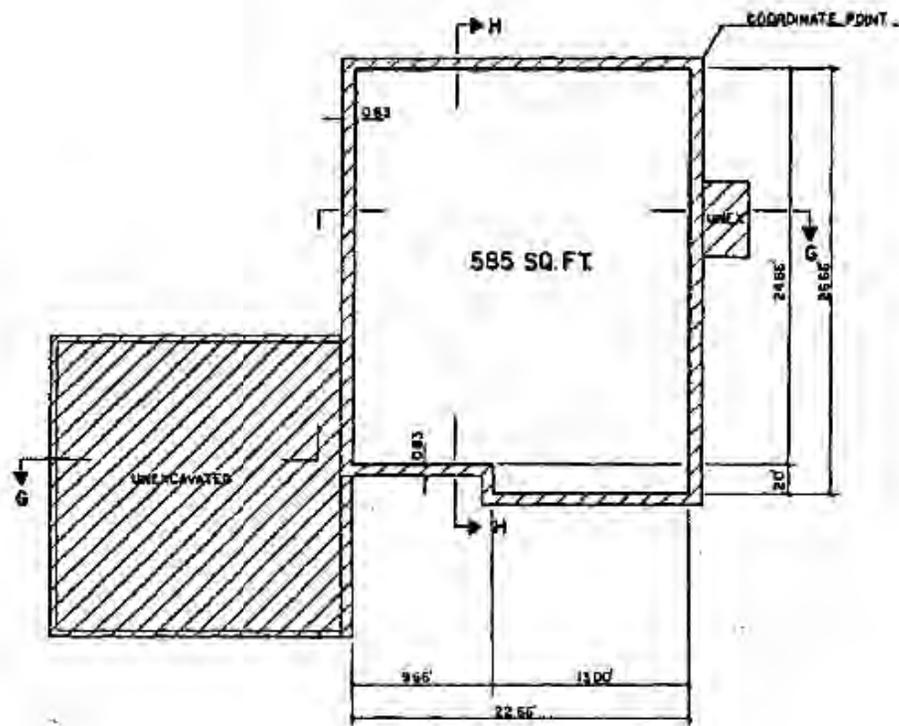
-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP
-  CENTERLINE



Carl H. Calver

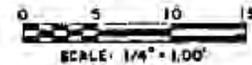
PROPOSED

FLINT SURVEYING <small>5370 MILLER ROAD SMARTZ CREEK, MICHIGAN 48473 PHONE (313) 230-1333</small>	BUILDING SECTIONS UNIT 1-1	<small>SHEET</small> 11
	WOODLAND PINES CONDOMINIUM	



LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP
-  CENTERLINE



NOTE
ALL OWNERSHIP LINES
ARE 90° TO EACH OTHER.

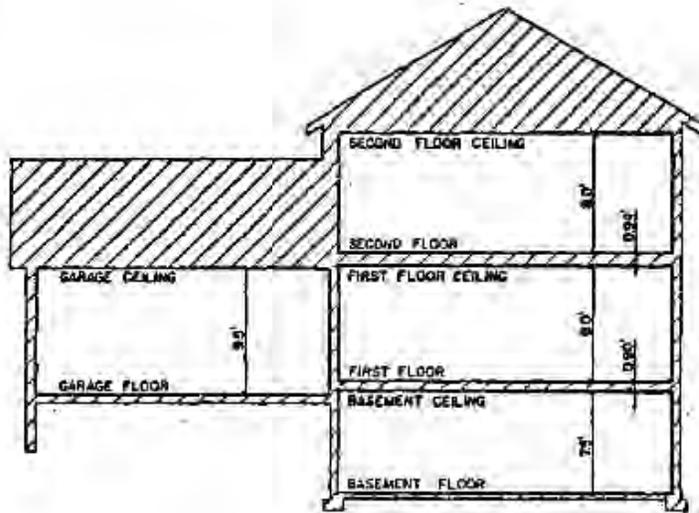
BASEMENT PLAN



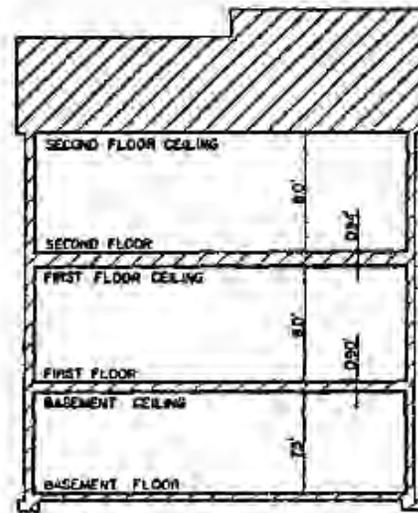
Carl H. Johnson

PROPOSED

FLINT SURVEYING 5370 MILLER ROAD SWARTZ CREEK, MICHIGAN 49473 PHONE (313) 230-1333	BASEMENT PLAN FOR UNIT NO. 1-2	
	LAUREL GARDENS CONDOMINIUM	SHEET 12



SECTION G-G



SECTION H-H

LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP
-  CENTERLINE

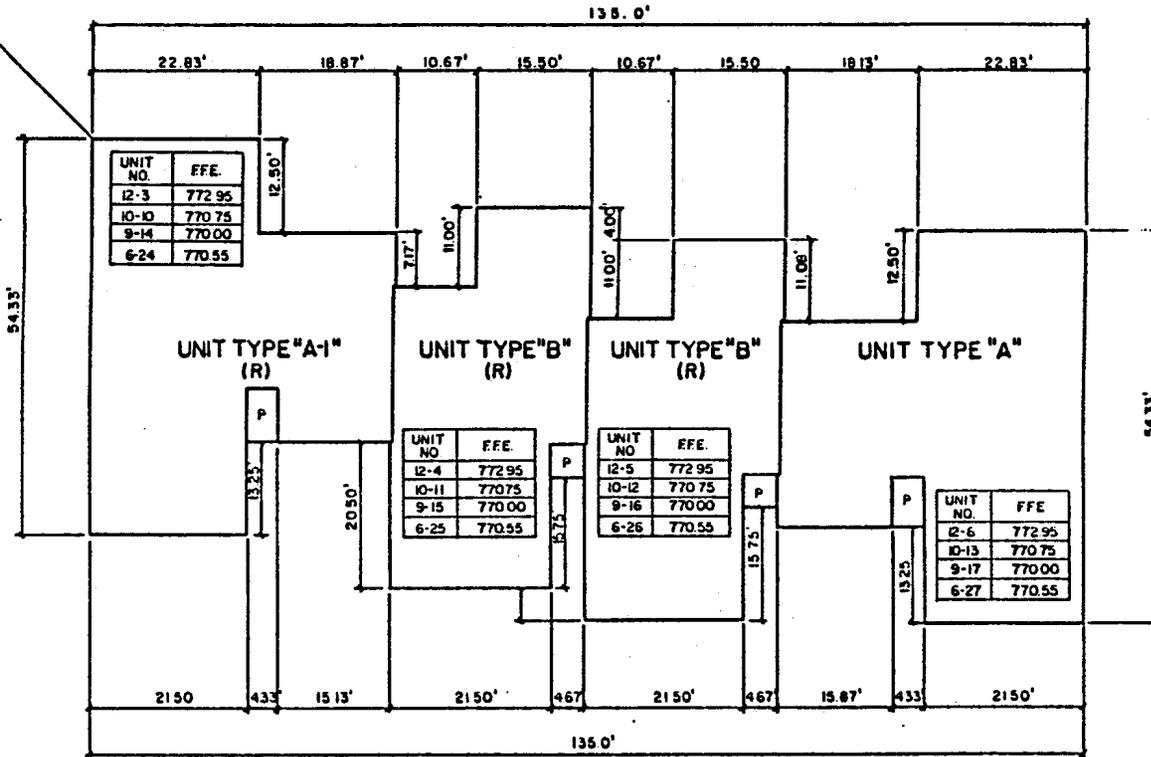


Carl W. Carter

PROPOSED

FLINT SURVEYING 5370 MILLER ROAD SWARTZ CREEK, MICHIGAN 48473 PHONE (313) 230-1333	BUILDING SECTIONS UNIT 1-2	SHEET 14
	WOODLAND PINES CONDOMINIUM	

COORDINATE POINT



PERIMETER PLAN FOR THE FOLLOWING UNIT IS PLAN SHOWN

12-3 12-6 10-11 10-12
 9-14 9-15 9-16 9-17
 6-24 6-25 6-26 6-27

PERIMETER PLAN FOR THE FOLLOWING UNIT IS REMAINING PART OF PLAN SHOWN

12-3 12-6 10-11 10-12

NOTES

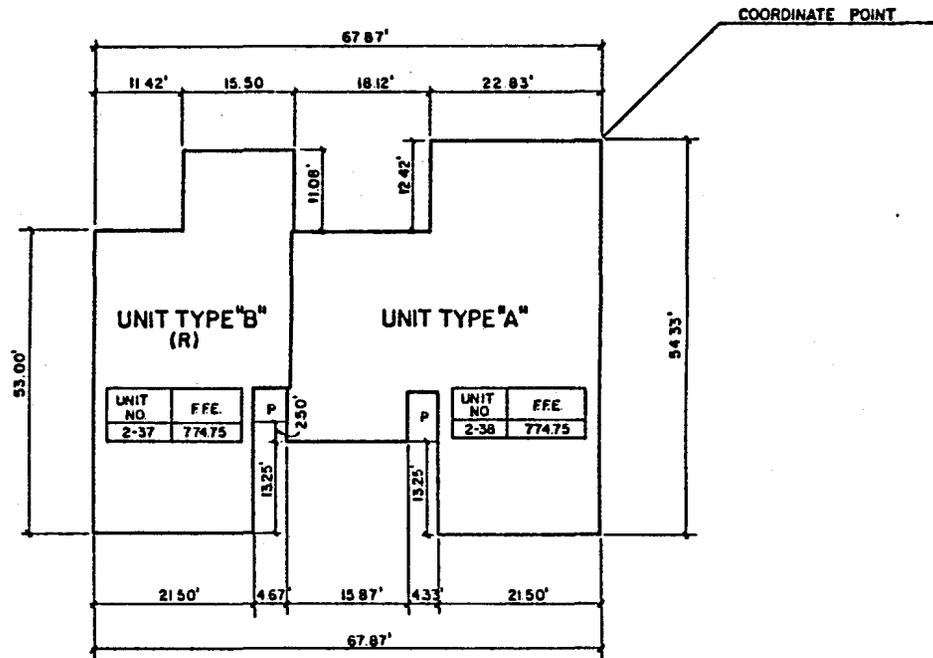
- R DENOTES REVERSE UNIT SHOWN
- FFE DENOTES FIRST FLOOR ELEVATION
- P DENOTES PORCH-LIMITED COMMON ELEMENT



Carl J. Adams

PROPOSED

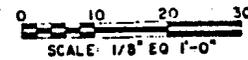
FLINT SURVEYING 5370 MILLER ROAD SWARTZ CREEK, MICHIGAN 48473 PHONE (313)-230-1333	PERIMETER PLAN	
	WOODLAND PINES CONDOMINIUM	SHEET 15



PERIMETER PLAN FOR THE FOLLOWING
 UNIT IS PLAN SHOWN.
 2 - 38 2 - 38

NOTES

- R DENOTES REVERSE UNIT SHOWN
- F.F.E DENOTES FIRST FLOOR ELEVATION
- P DENOTES PORCH - LIMITED COMMON ELEMENT



Carl M. Clinton

PROPOSED

FLINT SURVEYING 5370 MILLER ROAD SWARTZ CREEK, MICHIGAN 48473 PHONE (313) 250-1333	PERIMETER PLAN	
	WOODLAND PINES CONDOMINIUM	SHEET 17



Lansing, Michigan

This is to Certify That Articles of Incorporation of

WOODLAND PINES CONDOMINIUM ASSOCIATION, INC.

were duly filed in this office on the 7TH day of MAY, 19 85,
in conformity with Act 162, Public Acts of 1982.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 7TH day
of MAY, 19 85.*

Ray K. [Signature] Director

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
<p>(FOR BUREAU USE ONLY)</p> <div style="text-align: center; font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold; margin: 5px 0;">MAY 7 1985</div> <div style="text-align: center; font-size: 0.8em;"> Administrator MICHIGAN DEPT. OF COMMERCE Corporation & Securities Bureau </div>	<p>Date Received</p> <div style="font-size: 1.2em; font-weight: bold; margin: 5px 0;">MAY 06 1985</div>
CORPORATION IDENTIFICATION NUMBER	721-543

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read instructions on last page before completing form)

Pursuant to the provisions of Act 162, Public Acts of 1962, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

WOODLAND PINES CONDOMINIUM ASSOCIATION, INC. ✓

ARTICLE II

The purpose or purposes for which the corporation is organized are:

The management, maintenance, operation and administration of the common elements, easements and affairs of the Woodland Pines Condominium Project.

ARTICLE III

The corporation is organized upon a nonstock basis.

(stock or nonstock)

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

by

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

I (We), the incorporator(s) sign my (our) name(s) this 30th day of April, 1985.

Alan Gottlieb
Alan Gottlieb

Cecil Malach
Cecil Malach

Gloria Dunn
Gloria Dunn

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Wallace & Wallace
Steven Wallace
17117 W. 9 Mile Rd., Ste. 1430
Southfield, MI 48075

Telephone:
Area Code (313)
Number 557-8244

INFORMATION AND INSTRUCTIONS

1. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

2. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 by one or more persons for the purpose of forming a domestic nonprofit corporation.
3. Article II — The specific purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
4. Article III — Complete item III(1) or III(2) as appropriate, but not both.
5. Article IV — A post office box may not be designated as the street address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
6. Article V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.

7. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. This document must be signed in ink by each incorporator. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.

9. FEES: Filing fee	\$10.00
Franchise fee	\$10.00
Total fees (Make remittance payable to State of Michigan)	\$20.00

10. Mail form and fee to:
Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
Lansing, MI 48909
Telephone: (517) 373-0493

WOODLAND PINES CONDOMINIUMS

ACKNOWLEDGEMENT OF RECEIPT OF CONDOMINIUM DOCUMENTS

In accordance with the Condominium Act, P.A. 1978, No. 59, Section 184(a) as amended, the Developer is required to provide to every prospective purchaser the following documents:

(a) A copy of the recorded Master Deed.

(b) A copy of the Purchase Agreement together with a copy of the Escrow Agreement.

(c) A condominium buyer's handbook.

(d) A copy of the disclosure statement.

With respects to items (b), the Purchase Agreement may be amended by agreement of the purchaser and developer before or after the agreement of the purchaser and developer before or after the agreement is signed. Such amendment of the Purchase Agreement does not afford the purchaser any additional time to withdraw from said agreement. The time for withdrawal is controlled by Paragraph 6 ("Binding Effect") of the General Provisions of the Purchase Agreement.

The undersigned acknowledges that the above listed documents were received and reviewed.

Dated: _____

THIRD AMENDMENT TO THE
MASTER DEED OR WOODLAND PINES CONDOMINIUM

WOODLAND PINES DEVELOPMENT CORPORATION, a Michigan Corporation, whose address is 31731 Northwestern Highway, Suite 159-W, Farmington Hills, Michigan 48018, being the Developer of WOODLAND PINES CONDOMINIUMS, a Condominium Project established pursuant to the Master Deed thereof, recorded on June 4, 1985 in Liber 9000, Pages 782 through 835, and amended on April 15, 1988 in Liber 10376, Pages 311 through 346 and on March 28, 1989 in Liber 10839, Pages 431 through 497, Oakland County Records and known as Oakland County Subdivision Plan No. 412, hereby amends the Master Deed of WOODLAND PINES CONDOMINIUM according to the authority reserved in Article VIII, Section 2 thereof. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibits 'A' and 'B' thereof shall be amended in the following manner:

1. Amended sheets 1 through 20 of the Condominium Subdivision Plan of WOODLAND PINES CONDOMINIUM (being Exhibit 'B' to the Master Deed), as attached hereto, shall replace and supercede sheets 1 through 17 of the Condominium Subdivision Plan of WOODLAND PINES CONDOMINIUM as recorded in the Second Amendment to the Master Deed of WOODLAND PINES CONDOMINIUM and sheets 1 through 17 shall be of no further force or effect.

In all other respects, other than as hereinabove indicated, the Master Deed of WOODLAND PINES CONDOMINIUM, as amended, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 10th day of January, 1990.

WITNESSES:

STEVEN WALLACE

WOODLAND PINES DEVELOPMENT CORP.
A Michigan Corporation

MARSHALL WALLACE

By: Alan Gottlieb
ALAN GOTTLIEB, President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ^{ss}

The foregoing Third Amendment to the Master Deed of WOODLAND PINES CONDOMINIUM was acknowledged before me this 10th day of January, 1990 by ALAN GOTTLIEB, the President of WOODLAND PINES DEVELOPMENT CORP., a Michigan Corporation, on behalf of the Corporation.

STEVEN WALLACE
Notary Public
Oakland County, Michigan
My Commission Expires: 5-26-93

Drafted by:

WALLACE & WALLACE
Steven Wallace (P32925)
17117 W. Nine Mile Rd.
Suite 1320
Southfield, MI 48075
(313) 557-8244

After Recording Return To Drafter

WOODLAND PINES CONDOMINIUMS

ACKNOWLEDGEMENT OF RECEIPT OF CONDOMINIUM DOCUMENTS

In accordance with the Condominium Act, P.A. 1978, No. 59, Section 184(a) as amended, the Developer is required to provide to every prospective purchaser the following documents:

(a) A copy of the recorded Master Deed.

(b) A copy of the Purchase Agreement together with a copy of the Escrow Agreement.

(c) A condominium buyer's handbook.

(d) A copy of the disclosure statement.

With respects to items (b), the Purchase Agreement may be amended by agreement of the purchaser and developer before or after the agreement of the purchaser and developer before or after the agreement is signed. Such amendment of the Purchase Agreement does not afford the purchaser any additional time to withdraw from said agreement. The time for withdrawal is controlled by Paragraph 6 ("Binding Effect") of the General Provisions of the Purchase Agreement.

The undersigned acknowledges that the above listed documents were received and reviewed.

Dated: _____

WOODLAND PINES CONDOMINIUMS

PURCHASE AGREEMENT

Condominium Unit No. _____ Building No. _____
(As Shown on Condominium Site Plan)

WHEREAS WOODLAND PINES DEVELOPMENT CORP., a Michigan Corporation, (hereinafter called "Developer") is the Developer of a project known as WOODLAND PINES CONDOMINIUMS, a Condominium, according to the Master Deed which is or will be recorded in Oakland County Records, to consist of 38 Units, located in the City of Farmington Hills, Oakland County, Michigan: and

WHEREAS, _____ (hereinafter known as "Purchaser"), wishes to purchase a Unit in the Project, and to subscribe for participation in the Association of Co-owners; and

WHEREAS, an Association of Co-owners has been established for the operation and regulation of the Common Elements of the Project.

IT IS AGREED AS FOLLOWS:

Subscription and Purchase Amounts

Purchaser, in consideration of the mutual promises of other purchasers and other good and valuable consideration, hereby agrees to purchase the above-referenced Condominium Unit, together with an undivided interest in the Common Elements appertaining thereto, for the price of \$ _____ plus costs of modifications and extras shown on Exhibit 'A' hereto.

Purchaser agrees that he will (strike all but that which applies),

- (a) Pay the entire purchase price in cash.
- (b) Pay \$ _____ of the purchase price in cash and finance the balance of \$ _____ under a conventional mortgage.

The price shall be payable as follows:

- (1) Upon signing this Agreement \$ _____.
- (2) Upon execution of the Purchase Agreement and/or Exhibit 'A' or amendments thereto, the net cost of modifications and extras due Developer of \$ _____ shall be paid by Purchaser.

(3) Progress payments in the following amounts and at the following intervals shall be made:

- (i) \$ _____
- (ii) \$ _____
- (iii) \$ _____
- (iv) \$ _____
- (v) \$ _____

(4) At the time of conveyance; any remaining balance of Purchaser's total cash payment plus proceeds of any mortgage obtained by Purchaser sufficient to equal the balance of the price due herein.

In the event the Purchaser elects to finance under a mortgage, he shall make good faith application for a mortgage commitment no later than seven (7) business days, and obtain same with thirty (30) days, after the date of this Agreement. If Purchaser fails to, or is unable to, obtain such mortgage, and Developer can make a mortgage available to Purchaser on terms not less favorable than those above mentioned, Purchaser agrees to execute such mortgage and pay the cost of obtaining such mortgage within the time set for such consummation of this Agreement. Any costs of applying for or obtaining such mortgage shall be borne by Purchaser.

Said Unit, if not constructed by the date hereof, shall be constructed substantially in accordance with the basic plans and specifications, or with a model, if any, located at WOODLAND PINES CONDOMINIUMS, either of which Purchaser has examined and approved. If necessitated by governmental regulation, material shortage or unavailability or other conditions beyond Developer's control, Developer may, in its discretion, make such changes and comparable substitutions for materials, equipment and fuel source existing in the model as are reasonable and in accordance with applicable building codes. Said Unit shall also include such additional items as are specifically enumerated in the attached Exhibit 'A', if any. No furnishings or extra features shall be included in the purchase price unless specifically provided in Exhibit 'A'. In the event of Purchaser's failure to consummate the purchase of said Unit, any amounts paid for modifications and extras may be retained by Developer in addition to the liquidated damages provided in Section 4 of the General Provisions hereof; provided, however, that upon resale of the Unit, which is the subject of this Agreement, Developer shall, within thirty (30) days of the closing of said resale, account to Purchaser for the resale price of modifications and extras described in Exhibit 'A' which are recovered from the subsequent Purchaser, and shall at such time refund to Purchaser the portion of said extra price recovered upon resale, said refund,

however, to be reduced by an amount equal to 1.5% of the total price of such modifications and extras for each month (and proportionately for partial months) which the Unit is held by Developer prior to its resale and subsequent to Purchaser's default or withdrawal. The nature of landscaping and construction materials shall be within the discretion of Developer unless otherwise expressly provided herein. The location and ground elevation of the building in which the Unit is to be located are to be determined by Developer, at its sole discretion. The location, size or design of any Unit not yet completely constructed, other than Purchaser's Unit, may be changed by Developer, in its sole judgment, by appropriate amendment to the WOODLAND PINES CONDOMINIUMS Master Deed. The exterior characteristics and architectural elevation of the building in which the Unit is located shall be within Developer's sole discretion and may differ substantially from the building or buildings in which model Units are located.

Developer hereby agrees that all sums received hereunder shall be held in escrow and placed in an escrow account with PHILIP F. GRECO TITLE COMPANY, whose address is 118 Cass Ave., Mt. Clemens, Michigan 48043, under an Escrow Agreement, a copy of which is attached hereto and incorporated by reference as though fully contained herein. Among other things, such Escrow Agreement provides that all funds placed in escrow shall be returned to Purchaser within three (3) business days after withdrawal of this Agreement as hereinafter provided, and further that after the expiration of the withdrawal period referred to in Paragraph 6 of the General Provisions hereof, Developer is required to retain sufficient funds in escrow or to provide sufficient security to assure completion of only those structures and improvements which under the Condominium Documents (defined herein as in the Escrow Agreement) are labeled "must be built."

Any interest earned upon funds refunded to Purchaser upon the occasion of his withdrawal from this Agreement shall be paid to Developer.

Purchaser agrees that, in addition to the purchase price above-mentioned, he will be liable for his proportionate share of the Association assessment for maintenance, repair, replacement and other expenses of administration as outlined in the Condominium Bylaws.

The covenants herein shall bind the heirs, personal representatives, administrators, assigns and successors of the respective parties.

This Agreement is executed by the parties on the _____ day of _____, 19____. This Agreement shall become binding in accordance with the provisions of Paragraph 6 of the General Provisions. If Purchaser plans to apply for a mortgage loan, he shall do so no later than seven (7) calendar days from the date this Purchase Agreement is executed. Purchaser acknowledges receipt of a copy of this Agreement, the General Provisions, the Limited Warranty and the Escrow Agreement referred to herein.

THE PARTIES AGREE THAT THIS AGREEMENT IS SUBJECT TO AND INCLUDES THE GENERAL PROVISIONS ATTACHED HERETO WHICH PURCHASER ACKNOWLEDGES THAT HE HAS READ.

WITNESSES:

Purchaser

Purchaser

Address

Purchaser's Tel. No. _____

Developer's Tel. No. _____

WOODLAND PINES DEVELOPMENT CORP.
A Michigan Corporation

By: _____

b:purchag.wp