

221-
2- 3627

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

AFFIDAVIT

)SS

18349

J. Craig DeNooyer, being first duly sworn,
deposes and states:

That I am an agent of The Moors Investment Group, who is the
developer of The Lakes of Woodbridge, a condominium project, for
and on whose behalf this Affidavit is made.

Pursuant to the Michigan Condominium Act, we have, on this
date, provided the following co-owners a copy of the proposed
Consolidating Master Deed. (See Exhibit A attached hereto and
made a part hereof by reference.)

FURTHER, Deponent sayeth not:

Dated: June 21, 1995

Witnesses:

Jesselyn L. Boody
Jesselyn L. Boody
Karin D. Schilling
Karin D. Schilling

J. Craig DeNooyer
J. Craig DeNooyer

Subscribed and sworn to before me this 21st day of
June, 1995, by J. Craig DeNooyer

Sheila Napier-Mowry
Notary Public, Kalamazoo
County, MI
My commission expires: 11-28-99

Drafted by and when recorded
return to:
Robert R. Lennon
MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.
425 W. Michigan Avenue
Kalamazoo, MI 49007

SHEILA NAPIER-MOWRY
NOTARY PUBLIC, KALAMAZOO COUNTY, MI
MY COMMISSION EXPIRES NOV. 28, 1999

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD
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CLERK - REGISTER

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* Consolidating MASTER DEED

EXHIBIT A

LMP 1792 PC 0762

UNIT NO.CO-OWNER

1	Phyllis Shephard
2	Scott Sandersor
3	Doris Kramer
4	Cameron and Mildred Limbe
5	James Scholl
6	Karen Kott
7	Nancy Ayers
8	Jane VanDomelen
9	Fred and Francis Carr
10	Henry and Elaine VanderKam
11	Ann Nemedi
12	Kurt Lutz
13	Dorothy Stickney
14	Carl and Marie Quertermus
15	Cindy Reade
16	Robert and Margaret Gibb
17	Myrtice DeRuyscher
18	William and Maureen Dobbs
19	Clayton and Betty Rowland
20	Eleanor Antisdale
21	Ruth Smith
22	George and Eleanor Burklow
23	Frederick and Whitney Hoag
24	Angie Greendyke
25	Lynn Gualdoni
26	Anne Koshar
27	Gloria Zuidema
28	Hildegard Jenkins
29	Jim and Ruth Graham
30	Donna Johnson
31	Lois Larion
32	Stanley Weber
33	Douglas and Diane Weilandt
34	Helen Zant
35	Dominic VanDenAbell
36	Roger and Mildred Kroshinsky
37	J. Patrick Lennon
38	Vern and Ruth McIntosh
39	Dorothy Barta
40	Margaret Nevala
41	Sandy McLain
42	Julie Sullivan
43	Mary Canney
44	Stacey Davis
45	Susan Brown and John Schadler
46	Olga Dacoba
47	William and Ann Steele
48	Alfred and Maurine Andrus
49	Steven Moerman

UNIT NO.CO-OWNER

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50	Paul Harmelink
51	Nancy Munsterman
52	Gregory and Helen Keyser
53	Stephen Hughey
54	Lois Hirn
55	Sarah and Mary Tyler
56	Charles and R. Luanne Stroup
57	Mary Jane Frederick
58	Joseph and Judith Chittick
59	Ilydio and Fernanda Polachini
60	Alyda G. Faas
61	Robert and Barbara Malaney
62	Alicia Glowe
63	Rodger and Mary Ellen Battenberg
64	Paul and Ardith Riggs
65	William and Kathleen Crosby
66	Robin A.T. and Debra Clegg
67	Marguerite Forrest
68	Betty J. Welch
69	Jacob Allen and Doris Jean Elzinga
70	Brian Smith
71	Chester and Shirley Cornelius
72	James Mason
73	Thomas and Alexis VanDenAbell
74	Mary Jo Garling
75	Martha Agate
76	A. Edwin and Elsie S. Baur
77	John H. and Mary Ann Markert
78	William and Mildred Frasor
79	Paul and Patricia K. Stevenson
80	Francis J. and Shirley M. Scholly
81	Wanda Hoy
82	Gloria Mejeur
83	Merrill Brink
84	Kenneth and Vivian MacRitchie
85	Sandra M. Thompson
86	Julie Gardner
87	David K. and Joyce A. Boubelik
88	Barbara C. Wells
89	Cathy Bradley
90	Alice Burrma
91	Richard Yoder
92	Wubbo and Alene J. Mejeur
93	Jessyl Bradford
94	William and Josephine Bliss
95	Lena Mathis
96	Henrietta Leslie
97	Myer D. and Mary W. Headrick
98	Elmer and Mary Thiede
99	Donald and Phyllis Smith
100	Lawrence and Barbara Shugars
101	Jean M. Topp

<u>UNIT NO.</u>	<u>CO-OWNER</u>
102	Thomas J. and Shelley J. Saewert
103	Amy Lou Sy
104	Beth Boswell
105	Virginia Lucas
106	Dr. Paul H. and Betty J. Wilkinson
107	Wayne and Marlene A. Gorter
108	Richard B. and Frances E. Glass
109	Ellen J. Schoenberger
110	Blanche Patterson
111	Bhadra F. Shah
112	William and Dorothy Voss
113	Edward J. and Ida Hanson
114	Sharon L. Amey
115	Virginia Lum
116	Larry N. and Barbara A. Vestal
117	Charlotte K. Hyman
118	Margaret J. Slingerlend
119	Eloy and Magdalena Cantu
120	Charles Jr. and Adelaide T. Luley
121	Sharon Roehl
122	Michael A. and Jamis M. Morton
123	Donald and Jean Hoffman
124	Dennis and Mary McCrumb
125	Melvin and Phyllis Francis
126	Robert and Janice Pfeifer
127	Joan Bonnema
128	DeVere M. Benson
129	Linda Hurley
130	Frances L. Vose
131	Jacqueline Hartley
132	Douglas and Marjorie Walker
133	Barbara Bauman
134	Stephen P. Latus and Ruth A. Stevens
135	James S. and Harriett Knauss
136	William R. and Shirley A. Claxton
137	Francis J. and Mildred Fitzsimmons
138	Loren and Edna Bolhuis
139	Timothy J. and Anna Jean Keating
140	James C. and Ruth Ann Barnes
141	Donald G. and Gloria W. Frentrup
142	Vern and Beverly Ingalsbee
143	Gilbert Gillette
144	Jacquelyn G. Hanna
145	Robert Young
146	Ann K. Fortuin
147	Leona McDonald
148	Kathie Vanderploeg
149	Dorothy U. Douglass
150	Dr. Douglas and Patricia Haddock
151	Patricia S. West
152	George A. and Ruth K. Ruckstaetter
153	Thomas E. and Margaret A. Eble

UNIT NO.CO-OWNER

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154	Barbara D'Amore
155	Richard A. Weber
156	Vicki Heerlyn
157	Joseph and Beverly Jevart
158	Gerald and Virginia Bell
159	Jenny Zak
160	Rodney B. and Frances A. Mulder
161	Roderick R. and Freya Lake
162	Mary S. Means
163	Doris Core
164	Alison Tait
165	Sharon Birchbauer
166	A. Bruce and Florence Clarke
167	Robert and Joyce Bear
168	Charles E. and Constance W. Chase
169	John and Helen Cates
170	Michael and Lois M. Kowalczyk
171	Fred L. and Lois M. Mount
172	Dorothy C. Pember
173	Marjorie E. Russcher
174	Yvonne Hamming
175	James H. and Jill L. Kuiper
176	David T. and Lois A. Stuck
177	Frederick and Dorothy Metzler
178	Edward and Violet M. Ruoff
179	Reppard A. and Helen B. Starnes
180	Albert F. and Yvonne Petrosky
181	Max E. and Terry Sonnevil
182	Charles H. and Janice M. Walter
183	John F. and Caroline G. Koryto
184	James W. and Jane F. Leweke
185	Susan A. Morris
186	Quinter and Janis Burnett

EXHIBIT A

CONSOLIDATING MASTER DEED
FOR
THE LAKES OF WOODBRIDGE

LIBER 1792 160766

(Act 59, Public Act of 1978, as amended)

This Consolidating Master Deed is made and executed on this 2nd day of February, 1995 by The Moors Investment Group, a Michigan limited partnership being the successor developer, hereinafter referred to as "Developer," whose office is situated at 7950 Moorsbridge Road, Portage, Michigan 49002, by and through its duly authorized officer and agent, J. Craig DeNocoyer, the Chairman of Woodbridge Development Company, Developer's Corporate General Partner who is fully empowered and qualified to act on behalf of said Company, in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.101 the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978), hereinafter referred to as the "Act."

W I T N E S S E T H:

WHEREAS, the Developer of The Lakes of Woodbridge, a condominium project established pursuant to the Master Deed thereof recorded January 12, 1983, in Liber 1159 of Deeds, Pages 258 through 313 inclusive, Kalamazoo County Records, and known as Kalamazoo County Subdivision Plan No. 37, which Master Deed was amended by First Amendment to Master Deed recorded at Liber 1175, Page 1148, Kalamazoo County Records, and was further amended by Second Amendment to Master Deed recorded at Liber 1199, Page 378, and was further amended by an amendment to the Second Amendment recorded at Liber 1201, Page 1146, and was further amended by a Third Amendment to Master Deed recorded at Liber 1239, Page 170, and was further amended by Fourth Amendment to Master Deed recorded at Liber 1271, Page 527, and was further amended by Fifth Amendment to Master Deed recorded at Liber 1308, Page 1210, and was further amended by Sixth Amendment to the Master Deed recorded at Liber 1350, Page 654, and was further amended by Amendment to Master Deed of the Lakes of Woodbridge recorded at Liber 1353, Page 781, and was further amended by Seventh Amendment to Master Deed recorded at Liber 1373, Page 212, and was further amended by Eighth Amendment to Master Deed recorded at Liber 1400, Page 1099, and was further amended by Ninth Amendment to Master Deed recorded at Liber 1426, Page 536, and was further amended by Tenth Amendment to Master Deed recorded at Liber 1448, page 230, and was further amended by the Eleventh Amendment to Master Deed recorded at Liber 1490, Page 422, and was further amended by the Twelfth Amendment to Master Deed recorded at Liber 1517, Page 1182, and was further amended by the Thirteenth Amendment to Master Deed recorded at Liber 1524, Page 507, and was further amended by the Fourteenth Amendment to Master Deed recorded at Liber 1581, Page 1317, all in the Kalamazoo County Records.

DEDICATION

By the execution and recording of the Master Deed and the Amendments referred to above, the Developer and its predecessors, established The Lakes of Woodbridge as a Condominium Project under the Act and did declare that The Lakes of Woodbridge (hereinafter referred to as the "Condominium," "Condominium Project" or the "Project") is and shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, as to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Consolidating 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 said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project is identified as The Lakes of Woodbridge, Kalamazoo County Condominium Subdivision Plan No. 37. The architectural plans for the Project were approved by the City of Portage, State of Michigan. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. The buildings contain individual units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-Owner or his Lessee in the Condominium has an exclusive right to his Unit and has undivided and inseparable rights, proportionate to its percentage of value as provided in Article V, to share with other Co-Owners the Common Elements of the Condominium Project as are designated by this Consolidating Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND BEING IN THE CITY OF PORTAGE, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT, SAID POINT BEING DISTANT NORTH 00°05'15" EAST 1780.16 FEET ALONG THE EAST LINE OF SAID SECTION 18 AND SOUTH 74°53'20" WEST 1197.93 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING SOUTH 59°39'00" WEST 38.66 FEET; THENCE SOUTH 66°10'05" WEST 178.19 FEET; THENCE SOUTH 86°18'55" WEST 87.96 FEET; THENCE SOUTH 68°50'19" WEST 145.00 FEET; THENCE SOUTH 61°41'57" WEST 21.41 FEET; THENCE THE FOLLOWING NINE (9) COURSES AND DISTANCES ALONG THE EASTERLY AND SOUTHERLY RIGHT OF WAY LINE OF MOORS BRIDGE ROAD NORTH 28°37'00" WEST 117.53 FEET; THENCE 392.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 511.58 FEET, CENTRAL ANGLE OF 43°59'44", CHORD 383.24 FEET; AND CHORD BEARING NORTH 06°37'08" WEST; THENCE NORTH 15°22'45" EAST 283.97 FEET; THENCE 48.76 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 383.00 FEET, CENTRAL ANGLE 07°17'39" SEC., CHORD 48.73 FEET AND CHORD BEARING NORTH 11°43'55" EAST; THENCE NORTH 08°05'06" EAST 170.09 FEET; THENCE 353.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 317.00 FEET A CENTRAL ANGLE OF 63°56'55", A CHORD LENGTH OF 335.73 FEET AND A CHORD BEARING OF NORTH 40°03'33" EAST; THENCE NORTH 72°02'01" EAST 349.51 FEET; THENCE 376.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 845.70 FEET, A CENTRAL ANGLE OF 25°32'09", A CHORD LENGTH OF 373.80 FEET AND A CHORD BEARING OF NORTH 84°48'05" EAST; THENCE 83.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1528.65 FEET A CENTRAL ANGLE OF 03°08'03", A CHORD LENGTH OF 83.61 FEET AND A CHORD BEARING OF SOUTH 84°04'15" EAST; THENCE SOUTH 03°58'04" EAST 11.39 FEET; THENCE SOUTH 01°40'26" WEST 223.28 FEET; THENCE SOUTH 04°25'48" WEST 138.01 FEET; THENCE SOUTH 20°31'16" EAST 88.61 FEET; THENCE SOUTH 38°23'15" EAST 285.49 FEET; THENCE SOUTH 34°30'45" WEST 151.35 FEET; THENCE SOUTH 81°52'12" WEST 67.00 FEET; THENCE SOUTH 60°25'46" WEST 284.77 FEET; THENCE SOUTH 53°52'36" WEST 307.03 FEET; THENCE SOUTH 59°29'00" WEST 137.48 FEET TO THE POINT OF BEGINNING CONTAINING 27.03 ACRES OF LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Consolidating 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 corporate Bylaws and

Rules and Regulations of The Lakes of Woodbridge 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 The Lakes of Woodbridge, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (a) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (b) "Administrator" shall mean the Michigan Department of Commerce which is responsible for the administration of the Act.
- (c) "Association" shall mean The Lakes of Woodbridge Condominium Association 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. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (d) "Association Bylaws" means the corporate Bylaws of The Lakes of Woodbridge Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- (e) "Board" shall mean the Board of Directors of the Association. The Board will initially be those individuals selected by Developer and later it will be elected by unit owners as provided herein.
- (f) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by Section 8 of the Act to be recorded as part of the Master Deed.
- (g) "Condominium Documents" wherever used means and includes this Consolidating Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws, and the Rules and Regulations, if any, of the Association.
- (h) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to The Lakes of Woodbridge

Condominium.

LIBER 1792 P. 0770

- (i) "Condominium Project," "Condominium" or "Project" means The Lakes of Woodbridge as an approved Condominium Project established in conformity with the provisions of the Act.
- (j) "Condominium Subdivision Plan" means Exhibit "B" hereto.
- (k) "Consolidating Master Deed" means this final amended Consolidating Master Deed which describes The Lakes of Woodbridge as a completed condominium project and reflects the entire land area added to the condominium from time to time, and all units and common elements therein, which expresses percentages of value pertinent to each unit as finally readjusted.
- (l) "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "Owner" wherever used, shall be synonymous with the term "Co-Owner."
- (m) "Common Elements," which used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.
- (n) "Developer" shall mean The Moors Investment Group, which has made and executed this Consolidating Master Deed, and its successors and assigns.
- (o) "Master Association" shall mean the non-profit corporation organized under Michigan law of which all residential, commercial and acreage unit owners are the planned development commonly called the Moors of Portage and described in the Declaration of General Covenants, Conditions and Restrictions for the Moors of Portage Association that is recorded at Liber 1139, Page 1191, Kalamazoo County Register of Deeds Office shall be members. That Association shall administer, operate, manage and maintain all common area so designated from time to time. Any action required or permitted of that Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Bylaws of the Association or the laws of the State of Michigan.

(D) Unit or Units" means the enclosed space constituting single complete Unit in the Condominium as such space is described in the Condominium Subdivision Plan.

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.

ARTICLE IV

COMMON ELEMENTS

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

A. The General Common Elements are:

- (1) The land described in Article II hereof, including roads, sidewalks and parking spaces not specifically assigned to a particular Unit Owner.
- (2) The electrical wiring network throughout the Project up to, but not including, the electric meter for each Unit.
- (3) The gas line network throughout the Project up to, but not including, the gas meter for each Unit.
- (4) The telephone wiring network throughout the Project to the point of connection in any Unit.
- (5) The water distribution and waste disposal network throughout the Project including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (6) The cable television antenna system and sanitary sewer system throughout the Project up to the point of connection in any Unit.
- (7) Foundations, supporting columns, walls as shown on Exhibit B (including windows and

doors therein), roofs, ceilings and floor construction and chimneys.

- (8) Trash collectors. (Rev. 1792 0772)
- (9) The storm drainage system throughout the Project.
- (10) Fireplace structures throughout the Project.
- (11) Such other elements of the Project not herein designated as General or Limited Common Elements which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements are:

- (1) Each individual deck, patio or porch in the Project is restricted to use to the Co-Owner of the Unit which opens into such deck, patio or porch as shown on Exhibit "B" hereto. Developer reserves the right to add balconies, decks, patios or porches in any subsequent phases of the Condominium.
- (2) Each garage and driveway in the Condominium Project shall be a Limited Common Element appurtenant to the Unit which it serves.
- (3) The interior surfaces of Unit perimeter walls, ceilings and floors contained within a unit or within a garage or attic, window, doors, shall be subject to the exclusive use and enjoyment of the Co-Owner of such Unit.
- (4) The heating and cooling system for each unit shall be a Limited Common Element appurtenant to the Unit it serves.
- (5) Each attic, certain stairwells and certain storerooms shall be Limited Common Elements appurtenant to the Units to which they are attached.
- (6) Fireplace combustion chambers throughout the Project.
- (7) Each option selected, such as, but not limited to, skylight and hot water heat shall be a Limited Common Element.

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

IMP 1792 50773

- (1) The costs of maintenance, repair and replacement of each balcony, deck, patio or porch described in Article IV B1 above shall be borne by the Co-Owner of the Unit to which such Limited Common Element appertains.
- (2) The costs of maintenance, repair and replacement of each garage and parking area shall be borne by the Association.
- (3) The costs of decoration and maintenance (but not repair or replacement except in cases of Co-Owner fault) of all surfaces referred to in Article IV B3 above shall be borne by the Co-Owner of each Unit to which such Limited Common Elements are appurtenant.
- (4) The costs of maintenance, repair and replacement of the heating and cooling system described in Article IV B4 above shall be borne by the Co-Owner of the Unit to which such Limited Common Element appertains.
- (5) 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.
- (6) The cost of maintenance, repair, replacement or damage caused by a Co-Owner selected option shall be borne by the Co-Owner.

D. No Co-Owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit or the Common Elements.

E. Until it has conveyed title to the last unsold Unit owned by Developer, Developer has the irrevocable right:

- (1) To use the Common Elements for sales, administrative, rental or storage purposes; and,
- (2) To use any of the unsold Units for sales (including model Units and sales officers), administrative or management purposes.

- (3) To place signs on the Common Elements for sales and promotional purposes.

ARTICLE V

LIB 1792 PG 0774

UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

A. A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official bench mark of the United States Coast and Geodetic survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan as surveyed by Ziemet-Wozniak & Associates, Inc., Registered Land Surveyors. Each Unit shall include all that space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Condominium subdivision Plans and as delineated by detailed dimensional descriptions of the same contained by said outline; provided, that no structural components of the building, and no pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of such Unit. In determining dimensions, each Condominium Unit shall be measured by interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

B. The percentage of value assigned to each Unit is set forth in subparagraph C, below. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-Owner in the proceeds and expenses of the 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. The percentage of value allocated to each Unit may be changed only with the unanimous consent of each institutional holder of a first mortgage and all of the Co-Owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Article VII hereof. The percentages of value were determined on a formula based on the square footage of each Unit. A Unit's percentage is determined by a fraction, the numerator of which is the square footage of living area in the Unit and the denominator of which is the square footage of living area of all Units in the Condominium.

C. The percentage of value assigned to each Unit shall be as follows:

UNIT NO.	PERCENTAGE OF VALUE	UNIT NO.	PERCENTAGE OF VALUE	UNIT NO.	PERCENTAGE OF VALUE
1	.46%	63	.66%	126	.52%
2	.52%	64	.68%	127	.52%
3	.66%	65	.47%	128	.47%
4	.52%	66	.47%	129	.62%
5	.66%	67	.47%	130	.44%
6	.56%	68	.47%	131	.45%
7	.44%	69	.47%	132	.44%
8	.45%	70	.47%	133	.53%
9	.47%	71	.66%	134	.60%
10	.47%	72	.52%	135	.60%
11	.36%	73	.66%	136	.51%
12	.51%	74	.68%	137	.68%
13	.46%	75	.51%	138	.66%
14	.66%	76	.66%	139	.66%
15	.52%	77	.52%	140	.68%
16	.56%	78	.68%	141	.51%
17	.46%	79	.51%	142	.60%
18	.66%	80	.52%	143	.68%
19	.66%	81	.66%	144	.47%
20	.44%	82	.44%	145	.62%
21	.45%	83	.45%	146	.52%
22	.47%	84	.47%	147	.47%
23	.47%	85	.47%	148	.47%
24	.47%	86	.47%	149	.62%
25	.47%	87	.47%	150	.68%
26	.36%	88	.42%	151	.66%
27	.51%	89	.51%	152	.66%
28	.68%	90	.47%	153	.51%
29	.66%	91	.47%	154	.51%
30	.46%	92	.47%	155	.60%
31	.51%	93	.47%	156	.66%
32	.66%	94	.44%	157	.66%
33	.52%	95	.45%	158	.51%
34	.68%	96	.44%	159	.60%
35	.51%	97	.45%	160	.51%
36	.52%	98	.51%	161	.47%
37	.68%	99	.66%	162	.47%
38	.44%	100	.60%	163	.47%
39	.45%	101	.51%	164	.47%
40	.44%	102	.66%	165	.47%
41	.45%	103	.68%	166	.62%
42	.47%	104	.66%	167	.51%
43	.47%	105	.51%	168	.66%
44	.36%	106	.51%	169	.66%
45	.51%	107	.68%	170	.51%
46	.44%	108	.51%	171	.51%

UNIT 1732 0775

UNIT NO.	PERCENTAGE OF VALUE	UNIT NO.	PERCENTAGE OF VALUE	UNIT NO.	PERCENTAGE OF VALUE
47	.45%	109	.66%	172	.66%
48	.47%	110	.77%	173	.66%
49	.47%	111	.68%	174	.51%
50	.36%	112	.66%	175	.51%
51	.51%	113	.51%	176	.51%
52	.44%	114	.47%	177	.51%
53	.45%	115	.47%	178	.51%
54	.47%	116	.47%	179	.51%
55	.47%	117	.47%	180	.51%
56	.47%	118	.52%	181	.51%
57	.47%	119	.47%	182	.66%
58	.51%	120	.51%	183	.51%
59	.66%	121	.66%	184	.51%
60	.51%	122	.66%	185	.51%
61	.60%	123	.51%	186	.51%
62	.66%	124	.66%		
		125	.66%		

D. The percentage of value allocated to each Unit shall be determinative of the proportionate share of each Co-Owner in the proceeds and expenses of administration, each Co-Owner's undivided interest in the Common Elements and the value of such Co-Owner's vote at meetings of the Association.

E. Except as provided in Section 95 of the Act, the percentage of value allocated to each Unit may be changed only with the unanimous consent of all of the Co-Owners expressed in an amendment to this Master Deed, duly approved and recorded.

F. Interior partitions or walls which do not provide structural support may, from time to time, be removed or replaced. In the event a Unit Owner does remove or replace any or all interior partitions or walls, no amendment of this Declaration will be necessary or required.

G. The dimensions shown on perimeter plans in Exhibit "B" have been or will be physically measured by Zeimet-Wozniak & Associates, Inc.

ARTICLE VI

EASEMENTS

A. If and to the extent that a Unit or Common Element encroaches on any other Unit or Common Element, whether by reason or any deviation from the plans in the construction, repair, renovation, restoration, or replacement of a Unit, Common Element or any other improvement, or by reason of the settling or shifting

of land or an improvement, including a Unit or ^{1792 50777} Common Element, a valid easement for the encroachment shall exist.

B. There shall be permanent easements in, on, over, under, across, through and to those portions of Land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the installation, maintenance, repair and replacement of all utilities and all common elements. The Co-Owners of any Unit shall have permanent easement in, on, over, under, across and through the other Units where necessary or convenient for the installation, maintenance, repair and replacement of Limited Common Elements pertaining to the Unit. Each such easement shall be exercised at reasonable times and upon prior notice except in emergencies.

C. There shall be a permanent easement for the maintenance, repair and replacement of the General Common Elements, which easement shall be administered by the Association.

D. The Association shall have the right, but shall not be obligated, to dedicate all or any portion of the roads, storm sewers, sanitary sewers, water mains, other utility lines and mains, and pumping stations located or to be located on or under the Condominium Premises to the City of Portage, the County of Kalamazoo, Michigan, and/or any other appropriate governmental authorities and the right to grant appropriate easements to the City of Portage, County of Kalamazoo, Michigan, any appropriate public utility company and/or any appropriate governmental authorities for the purpose of installing, maintaining and/or repairing any roads, storm sewers, sanitary sewers, water mains, other utility lines and mains, or pumping stations whether or not the same are dedicated. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed and the Condominium Subdivision Plan as are necessary, in the Association's sole discretion, to effectuate the purposes of this Article VI D. as the same may be approved by the Administrator and all such persons irrevocably appoint the Association, its successors and assigns, as agent and attorney-in-fact for the purpose of execution of such amendment or amendments and all other documents as may be necessary to effectuate the purposes of this Article VI D.

E. Easements Retained by Developer.

- (1) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, 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

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Article VIII. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by the Owners of this Condominium and the Owners of any developed portions of the contiguous land described in Article VIII. This reservation of easement shall be conditioned upon use being made of same for parts of the property described in Article VIII which are used for residential purposes or uses complimentary thereto. The Co-Owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of total square feet of floor area in buildings in this Condominium, and the denominator of which is comprised of the number of said floor area plus the total square feet of floor area in all buildings on the land described in Paragraph VIII.

- (2) 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 VIII or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium premises, including but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors and 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 utilization, tapping, tying-in, extension or enlargement.

ARTICLE VII

AMENDMENT OF MASTER DEED

A. An amendment to the Master Deed shall not be effective unless approved by the Administrator. A copy of the recorded amendment shall be on file with the Administrator and a copy delivered to each Co-Owner of the Project.

B. The Condominium documents may be amended for a proper purpose, even if the amendment will materially alter or

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change the rights of the Co-Owners, mortgagees, or other interested parties with consent of 2/3rd of the votes of the Co-Owners. However, a Co-Owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without Co-Owner's consent and an amendment which will change the percentages of value will be subject to unanimous consent of Co-Owners and each institutional holder of a first mortgage. Co-Owners and mortgagees of record shall be notified of proposed amendments, under this subsection, before filing with the Administrator.

C. The Condominium documents may be amended for a proper purpose by Developer, without consent of Co-Owners, mortgagees and other interested parties, including the modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements so long as the Administrator determines that the amendments do not materially alter or change the rights of the Co-Owners, mortgagees, or other interested parties.

D. If there is no Co-Owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium Project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

E. If there is a Co-Owner other than the Developer, then the Condominium Project shall be terminated only by the agreement of the Developer and unaffiliated Co-Owners of Condominium Units to which 4/5 of the votes in the Association of Co-Owners appertain.

F. Agreement of the required majority of Co-Owners to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

G. Upon recordation of an instrument terminating a Condominium Project, the property constituting the Condominium Project shall be owned by the Co-Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-Owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the Condominium Unit.

H. Upon recordation of an instrument terminating a Condominium Project, any rights of the Co-Owners may have to the assets of the Association of Co-Owners shall be in proportion to their respective undivided interests in the common profits shall be

distributed in accordance with the Condominium documents and the Act.

WITNESSES:

Lois Lewis
Lois Lewis

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THE MOORS INVESTMENT GROUP, By
Woodbridge Development Company, its
Corporate General Partner

By: J. Craig DeNooyer
J. Craig DeNooyer
Its: Chairman

Janalyn L. Boody
Janalyn L. Boody

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this
2nd day of February, 1995, by J. Craig DeNooyer,
Chairman of Woodbridge Development Company the Corporate General
Partner of The Moors Investment Group, a Michigan limited
partnership, on behalf of the partnership.

Sheila Napier-Mowry
Sheila Napier-Mowry
Notary Public
Kalamazoo County, Michigan
My Commission Expires: 11-28-99

This Instrument Prepared By:
Robert R. Lennon
MILLER, JOHNSON, SNELL & CUMMISKEY
425 West Michigan Avenue
Kalamazoo, Michigan 49007

EXHIBIT A
CONDOMINIUM BYLAWS
THE LAKES OF WOODBRIDGE
ARTICLE I

LIBER 1792 Pg 0781

ASSOCIATION OF CO-OWNERS

Section 1: The Lakes of Woodbridge, a Condominium Project, located in the City of Portage, County of Kalamazoo, State of 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 Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. 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.

Section 2: Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each Co-Owner shall be a member of the Association and no other person or entity shall be entitled to membership.
- (b) 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 in the Condominium
- (c) Except as limited in these Bylaws, each Co-Owner shall be entitled to one vote for each Unit owned when voting by number and one vote, and value of which shall equal the total of the percentages of value allocated to the Units owned by such Co-Owner as set forth in Article V 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.
- (d) 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. No Co-Owner, other than the Developer, shall be entitled to vote prior

to the First Annual Meeting of Members held in accordance with Section 7 of this Article I. The vote of each Co-Owner may only be cast by the individual representative designated by such Co-Owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative. Developer shall only be entitled to vote for Units upon which it has a certificate of occupancy from the appropriate governmental authority.

- (e) Each Co-Owner may 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 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. The individual representative designated may be changed by the Co-Owner at any time by filing a new notice in the manner herein provided.
- (f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. At least ten (10) days written notice of the time, place and subject matter of the meeting shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owners at the address indicated in the notice designating such individual representative. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate 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.
- (g) The presence in person or by proxy of thirty (30%) percent in value of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions

specifically required herein 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 or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

- (h) Votes may be cast in person or by proxy 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.
- (i) 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 ballot, if applicable, at a given meeting of the members of the Association.
- (j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3: The Association shall keep detailed books of account, in accordance with the Act, showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses of the Common Elements and other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts shall be open for inspection by the Co-Owners during reasonable working hours, and income, expense and position statements, the contents of which shall be defined by the Association of Co-Owners, shall be prepared at least semi-annually by qualified accountants and distributed to each Co-Owner. The books shall be audited by an independent accountant at least once a year. Such audit need not be certified. The cost of such professional accounting assistance shall be an

expense of Administration. The Association shall keep current copies of the Master Deed, Bylaws, and all other Condominium documents available for inspection by Co-Owners and their representatives during business hours at the address of the Condominium Association's Resident Agent. Any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of the audit shall be an expense of Administration. The financial reports and statements provided for in this section are not required to be certified.

Section 4: The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors, designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 7 of this Article I. The number, term of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

(a) The Board of Directors shall have all 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. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

- (1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.
- (2) To collect assessments from the members of the Association and to use the proceeds thereof for the purpose of the Association.
- (3) To carry insurance and collect and allocate the proceeds thereof.
- (4) To rebuild improvements after casualty.
- (5) To contract for and employ persons, firms, corporations or other agents to assist in the

management, operation, maintenance,
administration and security of the Condominium
Project.

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- (6) 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, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.
- (7) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association, including but not limited to borrowing for equipment to maintain the premises, 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 more than sixty (60%) percent of all of the members of the Association in value.
- (8) To make rules and regulations in accordance with Article VI, Section II of these Bylaws.
- (9) 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.
- (10) To make rules and regulations and/or to enter into agreements with lenders, the purposes of which are to obtain mortgage financing for Unit Co-Owners.
- (11) To enforce the provision of the Condominium Documents.
- (12) To deliver at least twice a year semi-annual financial statements to the Co-Owners.

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- (b) The Board of Directors shall, at all times, employ for the Association one or more professional management agents (which may include the Developer or any person or entity related thereto provided that pursuant to Section 55 of the "Act" it is voidable by the Association on the transitional control date or within ninety (90) days thereafter and on thirty (30) days notice at any time thereafter for cause. Also, to the extent any such management contract extends beyond one year after the transitional control date, the excess period under the contract may be worded by the Association by notice at least thirty (30) days before the expiration of the one year) 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 Section 4(a) of this Article I, 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. Nothing herein shall be deemed to prevent a Co-Owner from hiring the Management Agent or any third party to manage his Unit.
- (c) All of the actions (including, without limitation, the adoption of the Bylaws and any Rules and Regulations for the Corporation, and any undertakings or contracts entered into with others on behalf of the Corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.
- (d) Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred 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

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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 and wanton misfeasance or malfeasance or gross negligence in the performance of his duties; provided, however, 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. Before any payment is made under this subparagraph (d), the Board of Directors shall give each Co-Owner ten (10) days prior written notice. Any expenses incurred by the Association under this subparagraph (d) shall be expenses of administration.

Section 5: The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provision pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all Co-Owners in number and in value.

Section 6: Every director and every officer of the corporation shall be indemnified by the corporation against all expenses 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 corporation, 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 corporation. 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 payment of any

indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof.

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Section 7: The First Annual Meeting of the Members of the Association may be convened only by Developer and may be called, in Developer's discretion, at any time after fifty (50%) percent in value and in number of all Units in all phases of development in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than 120 days after eighty (80%) percent of all Units in all phases in the Condominium have been sold and the purchasers thereof qualified as members of the Association or 24 months after recordation of the Master Deed, whichever first occurs. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, at least fifteen (15) days written notice thereof shall be given to each Co-Owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. Within one year after recordation of the Master Deed, there shall be established an Advisory Committee of three (3) non-Developer Co-Owners. The Advisory Committee may, in the first instance, be appointed by the Directors of the Association. If the Board of Directors so determines or if more than twenty (20%) percent in number and value of the non-Developer Co-Owners shall so petition in writing, then a special meeting of the non-Developer Co-Owners shall be held and the members of the Advisory Committee elected at such meeting. The members of the Advisory Committee shall serve for a period of one year or until their successors are elected. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-Owners until the First Annual Meeting of Members is held in accordance with the provisions hereof. The Advisory Committee shall cease to exist automatically upon the election of Directors at the First Annual Meeting of Members. The temporary Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting (or any special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as the First Annual Meeting of Members.

ARTICLE II

ASSESSMENTS

Section 1: 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.

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Section 2: All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium Act, Public Act 59 of 1978, as amended; and all sums received by the Association securing the interests of the Co-Owners against liabilities or losses arising within, caused by or connected with the common elements of the administration of the Condominium shall be receipts of administration.

Section 3: Assessments shall be determined in accordance with the following provisions:

- (a) 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 must be established in the budget and must be funded by regular monthly payments as set forth in Section 5 below rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors, at any time, determine, 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 \$1,000.00 per Unit annually, 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.
- (b) Special assessments, in addition to those required in (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 needs or

requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000.00 per Unit annually, (2) assessment to purchase a Unit upon foreclosure of the lien for assessment described in Section 6 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessment 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 3(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 sixty (60%) percent of all Co-Owners in value and in number.

- (c) Notwithstanding anything herein to the contrary, in the event that any unusual expenses are incurred by the Association which benefit less than all of the Units, or any expenses are incurred by the Association as a result of the conduct of less than all those entitled to occupy the Units in the Condominium or by their lessees, licensees or invitees, then such expenses shall be specially assessed against the Unit involved, or if more than one Unit is involved, against all such Units, pro rata as to their percentages of value so that the total of such expenses equal the total of such assessments.
- (d) All assessments, whether general or special, shall be due and payable at such time as the Board of Directors shall determine, commencing with acceptance of a deed to a Unit or with 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. Assessments in default shall bear interest at the greater of 10% or the highest legal annual interest rate permitted by the laws of the State of Michigan until paid in full. Each Co-Owner (whether one or more person or entities) shall be, and remain, personally liable (jointly and severally if the Co-Owner consists of more than one person or entity) for the payment of all assessments pertinent to his Unit which may be levied while such Co-Owner is the owner thereof.

Section 4: No Co-Owner shall be exempt from any assessment levied pursuant to this Article II by reason of his nonuse or waiver of

use of any of the Common Elements or by the abandonment of his Unit.

Section 5: (a) The Association shall maintain a reserve fund for major repairs and replacements of Common Elements as required by Section 105 of the Act. The reserve fund shall be at least ten (10%) percent of the Association's annual budget on a noncumulative basis and may be increased by the Board of Directors. Funds contained in the reserve fund shall be used only for major repairs and replacement of Common Elements. There shall be set aside by the Association by the time of the Transitional Control Date, as defined in Section 10(4) of the Act, an amount equal to at least ten (10%) percent of the assessments levied by the Association prior to the Transitional Control Date. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-Owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

(b) At the time Ownership of any unit changes, the same being at the time the new Co-Owner becomes eligible to be a member of the Association, a non-refundable deposit in favor of the Association Reserve Fund shall be levied on the unit in an amount equal to four times the then regular monthly Association assessment.

Section 6: Pursuant to Section 131 of the Act, special assessments by governmental authorities and real property taxes are to be assessed against the Units identified as such in the Condominium Subdivision Plan and not on the Condominium Premises or any part thereof, except for the year in which the Condominium was established subsequent to the tax day for that year. Real property taxes and special assessments which become a lien against the Condominium premises, or any part thereof, in that year shall be expenses of administration to be assessed against, apportioned among and paid by the Co-Owners in the manner provided in this Article II.

Section 7: Section 132 of the Act provides with respect to mechanic's lien as follows:

"A mechanic's lien otherwise arising under Act No. 179 of the Public Acts of 1891, being section 570.1 to 570.30 of the Michigan Compiled Laws, shall be subject to the following limitations:

"(a) Except as provided in this section a mechanic's lien for work performed upon a condominium Unit or upon a limited Common Element may attach only to the condominium Unit upon which the work was performed.

"(b) A mechanic's lien for work authorized by the developer or principal contractor and performed upon the Common Elements may attach only to condominium Units owned by the Developer at the time of recording of the statement of account and lien.

"(c) A mechanic's lien for work authorized by the association of Co-Owners may attach to each condominium Unit only to the proportionate extent that the Co-Owner of the condominium Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

"(d) A mechanic's lien may not arise or attach to a condominium Unit for work performed on the Common Elements not contracted by the developer or the association of the Co-Owners."

In the event that a mechanic's lien attaches a Unit or a Common Element with respect to work or materials furnished and contracted for by the Association, the Association shall either cause the mechanic's lien to be removed by bonding, payment, compromise or settlement, or commence a judicial action to contest such lien. Any costs incurred by the Association in connection therewith shall be expenses of administration.

Section 8: All sums assessed by the Association under this Article II shall be subject to, and the Association shall have all rights conferred by, Section 108 and 111 of the Act which provide as follows:

"Sec. 108 (1) Sums assessed to a Co-Owner by the association of Co-Owners which are unpaid constitute a lien upon the Unit or Units in the project owned by the Co-Owner at the time of the assessment before other liens except tax liens on the condominium Unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a notice of lien, recorded as set forth in subsection (3), have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each condominium Unit owned by the Co-Owner shall be in the amount assessed against the condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium Units no longer owned by the Co-Owner but which became due while the Co-Owner had title to the condominium Units. The lien may be foreclosed by an action or by advertisement by the association of Co-

Owners in the name of the Condominium Project on behalf of the other Co-Owners.

"(2) A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.

"(3) A foreclosure proceeding may not be commenced without recordation and service of notice of lien in accordance with the following:

"(a) Notice of lien shall set forth:

"(i) The legal description of the condominium Unit or condominium Units to which the lien attaches.

"(ii) The name of the Co-Owner of record thereof.

"(iii) The amounts due the association of Co-Owners at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.

"(b) The notice of lien shall be in recordable form, executed by an authorized representative of the association of Co-Owners and may contain other information as the association of Co-Owners may deem appropriate.

"(c) The notice of lien shall be recorded in the office of register of deeds in the county in which the Condominium Project is located and shall be served upon the delinquent Co-Owner by first class mail, postage prepaid, addressed to the last known address of the Co-Owner at least 10 days in advance of commencement of the foreclosure proceeding.

"(4) The association of Co-Owners, acting on behalf of all Co-Owners, unless prohibited by the master Deed or Bylaws, may bid in at the foreclosure sale, and acquire hold, lease, mortgage, or convey the condominium Unit.

"(5) An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien.

"(6) An action for money damages and foreclosures may be combined in one action.

"(7) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the condominium Unit, if not occupied by the Co-Owner and to lease the condominium Unit and collect and apply the rental therefrom."

"Sec. 111 (1) Upon the sale or conveyance of a condominium Unit, all unpaid assessments against a condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

"(a) Amounts due the state or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium Unit.

"(b) Payments due under a first mortgage having priority thereto.

"(2) A purchaser or grantee is entitled to a written statement from the association of Co-Owners setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the condominium, Unit conveyed or granted subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the association of Co-Owners as provided in this act, at least 5 days before sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium Unit together with interests, costs, and attorney fees incurred in the collection thereof."

Any expenses incurred by the Association in collecting unpaid assessments, including interest, costs and attorney's fees and advances for taxes or other liens paid by the Association to protect the Association's lien, shall be chargeable to the Co-Owner in default, and shall be secured by the lien on his Unit.

The Association may also discontinue the furnishing of any services to a Co-Owner in default upon seven (7) days prior written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to a vote at any meeting of the Association so long as such default continues.

Section 9: The Developer shall be deemed to be a Co-Owner with respect to any Units owned by the Developer after the date of the

recording of the Master Deed and shall be responsible for payment of assessments in accordance with this Article, except that prior to the first annual meeting of members of the Condominium Association, Developer shall not be required to pay full association assessments. Instead, the Developer must contribute only its proportionate share of the Association's actual expenses.

Section 10: Section 58 of the Act provides that if a mortgagee of a first mortgage of record or other purchaser obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for Association assessments chargeable to that Unit which became due prior to the acquisition of title to the Unit by such person. The unpaid assessments are deemed to be common expenses collectible from all Co-Owners including such person, its successors and assigns.

ARTICLE III

RESOLUTION OF DISPUTES, CLAIMS OR GRIEVANCE: COMPLIANCE: AND REMEDIES

Section 1: 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 Co-Owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to such arbitration.

Section 2: No Co-Owners or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances; provided, however, that election by the parties involved to submit any dispute, claim or grievance to arbitration shall preclude the parties from litigating the dispute, claim or grievance in the courts.

Section 3: All present and future Co-Owners, tenants of a Co-Owner or non-Co-Owner occupant of a Unit or any other persons acquiring an interest in or using the facilities of the Condominium in any manner, shall be subject to, and shall comply with, the Act, the Master Deed, these Condominium Bylaws, and the Articles of Incorporation, Corporate Bylaws and Rules and Regulations of the Association. In the event of a conflict between the Act and the Condominium Documents, the Act shall govern and control.

Section 4: In the event of a default by a Co-Owner, the Association shall have all the rights, powers (including the power

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to make Rules and Regulations implementing section 106(c) of the Act) and remedies conferred by Section 106 of the Act which provides as follows:

"Sec. 106. A default by a Co-Owner shall entitle the Association of Co-Owners to the following relief:

"(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessment, or any combination thereof.

"(b) In proceedings arising because of an alleged default by a co-owner, the Association of Co-Owners, if successful, may recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

"(c) Such other reasonable remedies the Condominium Documents may provide including but without limitation the levying of fines against Co-Owners after notice and hearing thereon and the imposition of later charges for non-payment of assessments as provided in the Condominium Bylaws or rules and regulations of the condominium."

Section 5: In addition to the rights, powers and remedies of the Association set forth in Section 106 of the Act, 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, Limited or General, 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; provided, however, that prior to the entry into a Unit the Association shall give the affected Co-Owner at least two (2) days prior written notice of its intent to enter and, if the Co-Owner within the two (2) day period fails to correct such violation, the Association shall thereupon have the right to enter the Unit in accordance with the preceding clause.

Section 6: A Co-Owner shall have the rights and remedies conferred by Section 107 of the Act; provided, however, that in no event shall a Co-Owner in an action commenced by him against the Association or against him by the Association be entitled to recover attorneys' fees. Section 107 provides as follows:

"Se. 107. A Co-Owner may maintain an action against the Association of Co-Owners and its officers and directors to compel these 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 of this act."

Section 7: 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 or the Act shall not constitute a waiver of the right of the Association or any such Co-Owner to enforce such right, provisions, covenant or condition in the future.

Section 8: All rights, remedies and privileges granted to the Association or any Co-Owners pursuant to any terms, provisions, covenants or conditions of the 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.

ARTICLE IV

INSURANCE

Section 1: 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 of the Condominium. The Association, at the election of the Board of Directors, may carry other insurance, including cross coverage for damages done by one Co-Owner to another.

Section 2: Insurance carried by the Association pursuant to Section 1 of this Article IV shall be carried and administered in accordance with the following provisions:

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgagees 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 obtain insurance coverage for his personal property 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 expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

- (b) 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 maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, 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 Association (or such replacements thereof as are on the file with the Association or such replacements thereof as do not exceed the cost of such standard items.) Any improvements made by a Co-Owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-Owner; provided that if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-Owner and collected as part of the assessments against said Co-Owner under Article II hereof.
- (c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) 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 of the Project.

Section 3: Each Co-Owner, by ownership of a Unit in the Condominium, 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, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. 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 the proceeds and so distribute the same to the Association, the Co-Owner 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 AND EMINENT DOMAIN

Section 1: If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

- (a) 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 that the Condominium shall be terminated.
- (b) If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless seventy-five (75%) percent or more of the Co-Owners in value and in number agree to reconstruct by vote or in writing within ninety (90) days after the destruction.

Section 2: 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: 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 a Co-Owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4: 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, 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 is covered by insurance held by the Association then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. 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 holder of a first mortgage lien on any of the Units in the Condominium.

Section 5: The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after 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 replace the damaged property in a condition as good as that existing before damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, 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. The Association shall maintain a reserve fund which, at a minimum, shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The funds contained in the reserve fund shall only be used for major repairs and replacement of Common Elements. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional funds should be established for other purposes. On the Transitional Control Date as defined in the Act, the reserve account shall be fully funded and Developer shall be liable for any deficiency in the same as of that date.

Section 6: The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the Co-Owner of such Unit shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall thereupon be divested of all interest in the Condominium. In addition, the provisions of Section 133(2) of the Act shall control. Section 133(2) of the Act provides as follows:

"(2) If a Condominium Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the Co-Owner of the condominium Unit taken for his undivided interest in the Common Element as well as for the condominium Unit."

(b) 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 Association on behalf of such Co-Owner unless it is impractical to rebuild or repair such Unit as hereinafter provided, in which event the award shall be paid to the Co-Owner and, upon such payment, the Co-Owner and his mortgagee shall thereupon be divested of all interest in the Condominium. If only a part of a Unit is taken and it is practical to rebuild or repair such Unit and use the same for a lawful purpose permitted by the Condominium Documents, the Association shall rebuild the same as is necessary to make it habitable and remit the balance, if any, of the condemnation proceeds pertinent to such Unit to the Co-Owner thereof. In the event that the award is insufficient to repair or rebuild the Unit, assessments shall be made against all Co-Owners for such repair or rebuilding in amounts sufficient to pay the actual or estimated cost thereof; provided, however, that if the Limited Common Elements specified in the Master Deed must be repaired or rebuilt, the cost of such repair or rebuilding in excess of the condemnation proceeds therefor shall be directly assessable against the Co-Owners of the Unit to which such Limited Common Elements appertain. In addition, the provisions of Sections 133(3) and (4) of the Act, as applicable, shall control. Sections 133(3) and (4) of the Act provide as follows:

"(3) If portions of a condominium Unit are taken by eminent domain, the court shall determine the fair market

value of the portions of the condominium Unit not taken. The undivided interest of each condominium Unit in the Common Elements appertaining to the condominium Units shall be reduced in proportion to the diminution in the fair market value of the condominium Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-Owners of a condominium Unit shall be reallocated among the other condominium Units in the Condominium Project in proportion to their respective undivided interests in the common elements. A condominium Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the condominium Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-Owner and not reinvested in the Co-Owner pursuant to subsection (4) as well as for that portion of the condominium Unit taken by eminent domain."

"(4) If the taking of a portion of a condominium Unit makes it impractical to use the remaining portion of that condominium Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to the condominium Unit shall thenceforth appertain to the remaining condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that condominium Unit shall thenceforth be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the condominium Unit for the Co-Owner's entire undivided interest in the Common Elements and for the entire condominium Unit."

(c) Upon the partial or complete taking of a Unit, the provisions of Section 133(5) of the Act shall control, as applicable. Section 133(5) provides as follows:

"(5) Votes in the Association of Co-Owners and liability for future expenses of administration appertaining to a condominium Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining condominium Units, being allocated to them in proportion to the relative voting strength in the Association of Co-Owners. A condominium Unit partially taken shall receive a reallocation as though the voting strength of the Association of Co-Owners was reduced in proportion to the

reduction in the undivided interests in the Common Elements."

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- (d) If any portion of the Common Elements is taken by eminent domain, the Board of Directors shall determine whether to repair, rebuild or replace the portion so taken or to take such action as is deemed appropriate. Any award for such taking shall be paid to the Association for the benefit of the Co-Owners. In the event that no such affirmative vote is so obtained, the award therefore shall be allocated to the Co-Owners in proportion to their respective undivided interests in the Common Elements. In accordance with Section 133(1) of the Act, the Association, through the Board of Directors, may negotiate on behalf of all Co-Owners for any taking of Common Elements and any negotiated settlement shall be binding on all Co-Owners.

Section 7: The Association shall give any person or institution holding a first mortgage written notice, at such address as it may direct, from time to time, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount.

Section 8: 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

Section 1: No dwelling unit in the Condominium shall be used for other than residence purposes (except that persons not of the same immediate family residing together may occupy a unit with written consent of the Board of Directors, which consent shall not be unreasonably withheld) and the Common Elements shall be used only for purposes consistent with the use of residences.

Section 2: A Co-Owner may lease his dwelling unit for the same purposes set forth in Section 1 of this Article VI, provided that written approval (which approval shall not be reasonably withheld) of such lease transaction is obtained from the Board of Directors of the Association in the same manner required in sales transactions as specified in Section 20 of this Article VI. No rooms in any dwelling unit may be rented and no tenant shall be permitted to occupy except under a written lease, the minimum term of which is at least twelve (12) months. No subletting and no

assignment of a lessee's interest in the lease shall be permitted. In the event a Co-owner leases a unit and the lease or occupancy is terminated, for any reason, prior to the expiration of its initial twelve month term, the Co-Owner shall be prohibited from releasing the unit to any third party during the unexpired portion of the initial twelve month term. The Developer may lease any units it owns in the Condominium at its discretion.

Section 3: No Co-Owner shall make alterations in exterior appearance or make structural modifications to his dwelling 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 (but not by way of limitation), exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications, nor shall any Co-Owner damage or make modifications or attachments to Common Element walls between units which in any way impairs sound-conditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4: No improper, unlawful or offensive activity shall be carried on in any dwelling unit or upon the Common Elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his dwelling 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 will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5: No animal shall be kept in the Condominium or permitted on the Condominium premises other than aquatic or marine animals in an aquarium maintained within a dwelling unit, domesticated cats, dogs under forty (40) pounds, and birds in a cage maintained within a dwelling unit, and further provided that such animals shall be owned by a Co-Owner. There shall be a maximum of two animals, domesticated cats or dogs, per unit and animals shall be taken off of paved and onto green areas for the purpose of relieving themselves. No animals or pets of any kind may be brought or kept in any dwelling unit or on any Condominium property by any guest or tenant of any Co-Owner unless advance approval shall be obtained from the Association. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements. All dogs on the

Common Elements shall be controlled by leash, held by a person of sufficient age, size, and discretion as to be able to exert complete control over such animal. Any person who causes or permits an animal to be brought to be kept on the Condominium property, shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. Any agent or employee of the Association, or any Co-Owner or any member of the family of a Co-Owner, shall have the right to seize, hold, contain and confine any animal found loose on the Condominium property, and to return the same to its owner or to deliver the same into the custody and control of any dog warden, police officer, or humane society, who will accept custody and control of such animal without liability of any nature for such action.

Section 6: The Common Elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except in garages and as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times, and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on or condition maintained by a Co-Owner either in his dwelling unit or upon the Common Elements, which alters the appearance of the Condominium.

Section 7: Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies and terraces, shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8: No house trailers, commercial vehicles, boat trailers, boats, camping trailers, snowmobiles, snowmobile trailers or vehicles used other than for personal transportation may be parked or stored upon the premises of the Condominium unless parked in garages, and then only if such use of a garage does not result in the displacement of automobiles from any garage to other parking places in the Condominium property. No motorcycles, motorbikes, motor scooters or snowmobiles (except as used for transport to and from the premises), provided, however, that this Section shall in no way limit the Association in the operation of any vehicles necessary to the performance of its responsibilities. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided unless while making deliveries or pickups

in the normal course of business.) Co-Owners shall register with the Association all vehicles kept on the Condominium premises.

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Section 9: No Co-Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10: No advertising shall be displayed which is visible for the exterior of a dwelling unit or on the Common Elements, including but not limited to "For Rent" or "For Sale" signs, nor shall any advertising sticker, sign, light or any other device of any nature whatever be attached to the glass surface of any door or window of any dwelling unit.

Section 11: No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements except in such Co-Owner's patio, courtyard or deck area appurtenant solely to his unit, wherein Co-Owner's planting shall be limited to plantings in containers, pots, boxes or tubs designed for planting purposes, having a design and being constructed of materials approved by the Association. All such plantings and all containers for them shall be maintained by the Co-Owner.

Section 12: No unsightly condition shall be maintained on any patio, and only furniture and equipment consistent with ordinary patio use shall be permitted to remain there during seasons when patios are reasonably in use, and no furniture or equipment of any kind shall be stored in patios during seasons when patios are not reasonably in use.

Section 13: Each Co-Owner shall maintain his dwelling unit and any limited Common Elements appurtenant thereto, 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 elements in a dwelling unit which are appurtenant to any other dwelling 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. Any costs or damages to the Association may be assessed to and collected from the Co-Owner in the manner provided in Article II hereof.

Section 14: The total number of residents and guests permitted overnight in a dwelling unit or permitted to reside in a dwelling unit during any 24-hour period shall not exceed five (5) persons in

a one-bedroom unit, seven (7) persons in a two-bedroom unit, and nine (9) persons in a three-bedroom unit.

Section 15: Owners and occupants of dwelling units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, television sets and amplifiers, so as not to disturb the other persons occupying dwelling units.

Section 16: No garments, rugs, towels, sheets or other items may be hung from balconies, windows or other portions of the Condominium property.

Section 17: No window coverings of any color other than white on the side which is visible from the outside unit shall be permitted. Garage doors shall be kept closed at all times except when necessary for ingress or egress into garages and during times of repair or work in garages.

Section 18: The Association or its duly authorized agents, shall have access to each dwelling unit from time to time during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacements of any of the Common Elements. The Association or its agents, shall also have access to each dwelling unit at all times without notice, as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another dwelling unit. It shall be the responsibility of each Co-Owner to provide the Association means of access to his dwelling unit 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 dwelling unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 19: Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6 of these Bylaws. All copies of such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-Owners in number and in value.

Section 20: Except for a transfer by gift or inheritance to a member of a Co-Owner's household, no Co-Owner may dispose of a dwelling unit or any interest therein by sale or lease without

written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

- 1987 1792 F0808
- (a) In the event a Co-Owner desires to sell, rent or lease his dwelling unit, the Association shall have the option to purchase, rent, or lease said unit upon the same conditions as are offered by the Co-Owner to any third person. Any attempt to sell, rent or lease said dwelling unit without prior offer to the Association, shall be deemed breach of this declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.
 - (b) Should the Co-Owner wish to sell, lease or rent his dwelling unit, he shall, before accepting any offer to purchase, sell, lease or rent his dwelling unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors.
 - (c) The Board of Directors, within twenty (20) days after receiving such notice, and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the Co-Owner's dwelling unit (or mailed to the place designated by the dwelling unit owner in his notice), designate the Association, one or more persons who are then Co-Owners, or any person or persons satisfactory to the Board of Directors, who is willing to purchase, lease or rent upon the same terms as those specified in the Co-Owner's notice.
 - (d) In the event any sale or lease transaction is consummated between a Co-Owner and any proposed purchaser or lessee upon any basis other than as disclosed to the Association, the Association shall then have the same rights to disapprove the transaction and to furnish a purchaser or lessee (notice of its rights are as expressed immediately above in subsections (a) and (b) of this Section 20), and such right to disapprove and furnish a purchaser shall expire twenty (20) days after the Directors of the Association receive knowledge at a Directors' Meeting of the actual terms of the transaction, or one (1) year after consummation of the original transaction, whichever occurs first.

- (e) The liability of a Co-Owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said dwelling unit as provided herein. Every purchaser, tenant, or lessee shall take subject to these Bylaws, the Bylaws of the Association, the Master Deed, as well as the provisions of the "Act."
- (f) This section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any dwelling unit; nor shall this section apply to a subsequent sale by the holder of a first mortgage who has acquired title to a dwelling unit by purchase at a sale pursuant to foreclosure of the first mortgage held by it on such dwelling unit.

Section 21: A Co-Owner, including the Developer, desiring to rent or lease a condominium unit, shall disclose that fact in writing to the Association of Co-Owners at least twenty-one (21) days before leasing the condominium unit and shall supply the Association of Co-Owners with a copy of the exact lease form for its review for its compliance with the condominium documents. If Developer proposes to rent condominium units before the transitional control date, it shall notify each Co-Owner in writing. Tenants or non-Co-Owner occupants shall comply with all the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

If the Association of Co-Owners determines that the tenant or non-Co-Owner occupant failed to comply with the conditions of the Condominium Documents, the Association of Co-Owners shall take the following action:

- (a) The Association of Co-Owners shall notify the Co-Owner by certified mail advising of the alleged violation by tenant.
- (b) Co-Owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association of Co-Owners that a violation has not occurred.
- (c) If after fifteen (15) days the Association of Co-Owners 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 an action for eviction against the tenant or non-Co-Owner occupant and simultaneously for money damages in the same action against the Co-Owner and tenant or non-Co-Owner occupant for breach of the conditions of the Condominium Documents. The relief set forth herein may be by summary proceeding or otherwise. The Association of Co-Owners may hold both the tenant and the Co-Owner liable for any

damages caused by the Co-Owner or tenant in connection with the Condominium Unit.

1792 0810

When a Co-Owner is in arrearage to the Association of Co-Owners for assessments, the Association of Co-Owners may give written notice of the arrearage to a tenant occupying a Co-Owner's Condominium 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 of Co-Owners. The deductions shall not be a breach of the rental agreement or lease by the tenant.

Section 22: 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 as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. During the construction and sales period, the Developer or its agents, are irrevocably authorized, permitted and empowered to sell, lease or rent dwelling units to any purchaser or lessee on any terms and conditions as it shall deem appropriate. For the purposes of this Section, the construction and sales period shall be deemed to continue so long as Developer owns any dwelling unit which he offers for sale. Until all dwelling units in the entire Condominium project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model dwelling unit, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the project as may be reasonable to enable construction and sale of the entire project by Developer. During the construction and sales period, Developer shall have full right to utilize all or any portion of any dwelling unit for office and sales purposes or any other purposes reasonably incident to the development and sale of the Project.

ARTICLE VII

MORTGAGES

Section 1: Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of any 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.

1792 0811
Section 2: 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: Upon written request submitted to the Association, any 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.

Section 4: The Association shall give written notification to each mortgagee appearing in said book at least thirty (30) days prior to the effective date of any change in the Condominium Documents and any change of manager (not including change in employees of a corporate manager) of the Condominium Project.

ARTICLE VIII AMENDMENTS

Section 1: These Condominium Bylaws may be amended in the same manner and by the same procedures as the Master Deed may be amended as set forth in Article VII of the Master Deed.

ARTICLE IX

COMPLIANCE AND LIABILITY FOR NEGLIGENCE

The Association of Co-Owners and all present or future Co-Owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of 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.

Each Unit Owner is liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association.

If any Unit Owner fails to maintain or repair any part of his Unit or the Limited Common Elements required to be maintained and repaired by such Unit Owner, or if a Unit Owner becomes liable for maintenance, repair or replacement due to negligent conduct as provided in the foregoing paragraph, and if such maintenance or repair is necessary, in the sole discretion of the Association, to protect the Common Elements, or any other portion of the Condominium Property, and such failure of the Unit Owner to

maintain or repair continues for a reasonable time after written notice of the necessity of such maintenance or repair has been delivered by the Association to the Unit Owner, the Association may levy a special assessment against such Unit Owner for the cost of said maintenance or repair and cause such repairs or maintenance to be made.

ARTICLE X

DEFINITIONS

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

ARTICLE XI

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 held to be partially invalid or unenforceable.

ARTICLE XII

RIGHTS RESERVED TO DEVELOPER

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

SURVEYOR'S CERTIFICATE:

EUGENE F. ZEINKE REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 111 AS SHOWN ON THE ACCOMPANYING DIAGRAMS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS;

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED ON THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

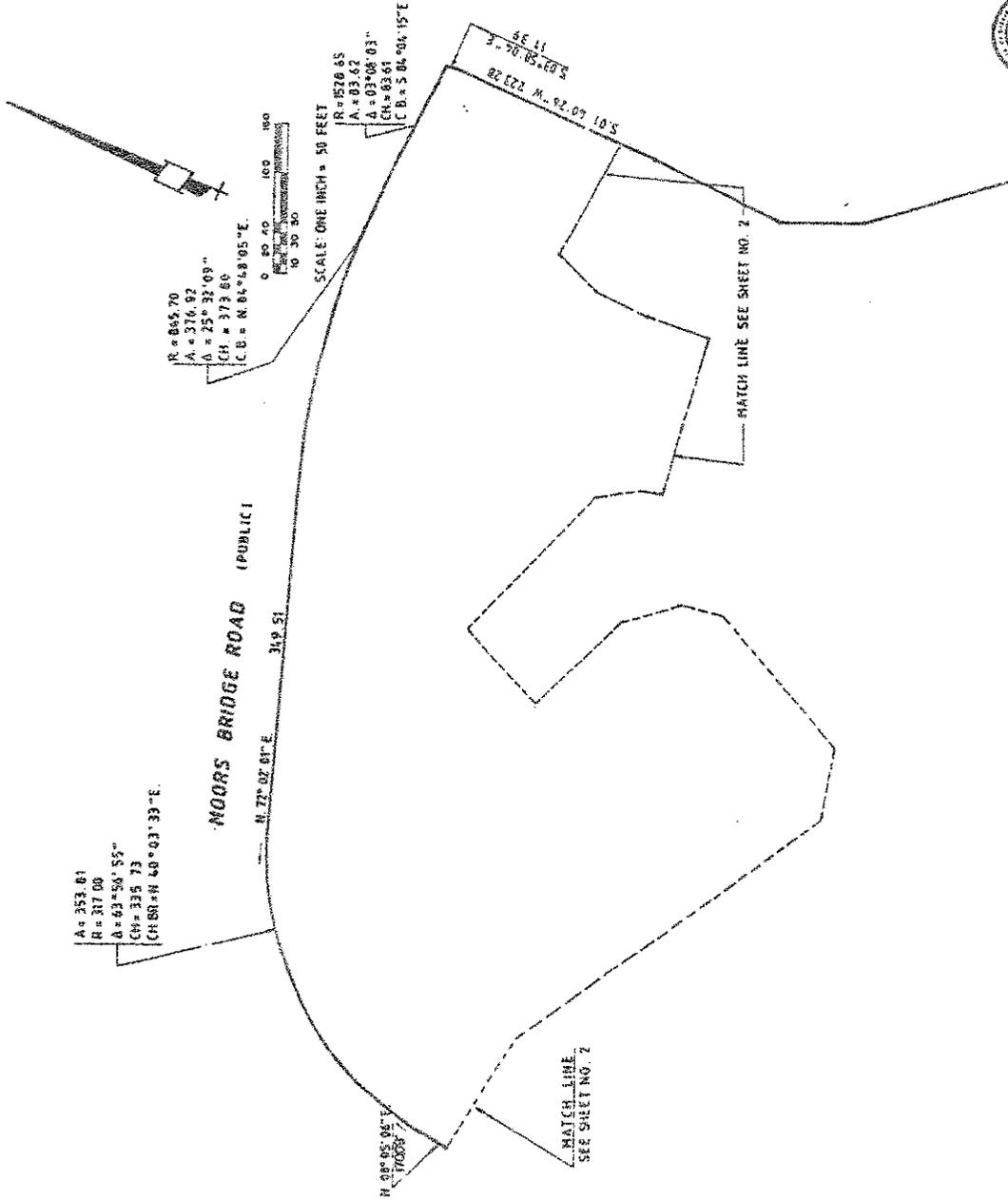
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1978.

JUNE 20, 1984
DATE

EUGENE F. ZEINKE
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 9289
ZEMET WOLFEK & ASSOC INC
28650 FRAHLIN ROAD
SOUTHFIELD, MICHIGAN 48084

NOTE SEE SHEET NO. 7 FOR ADDITIONAL NOTES AND LEGEND

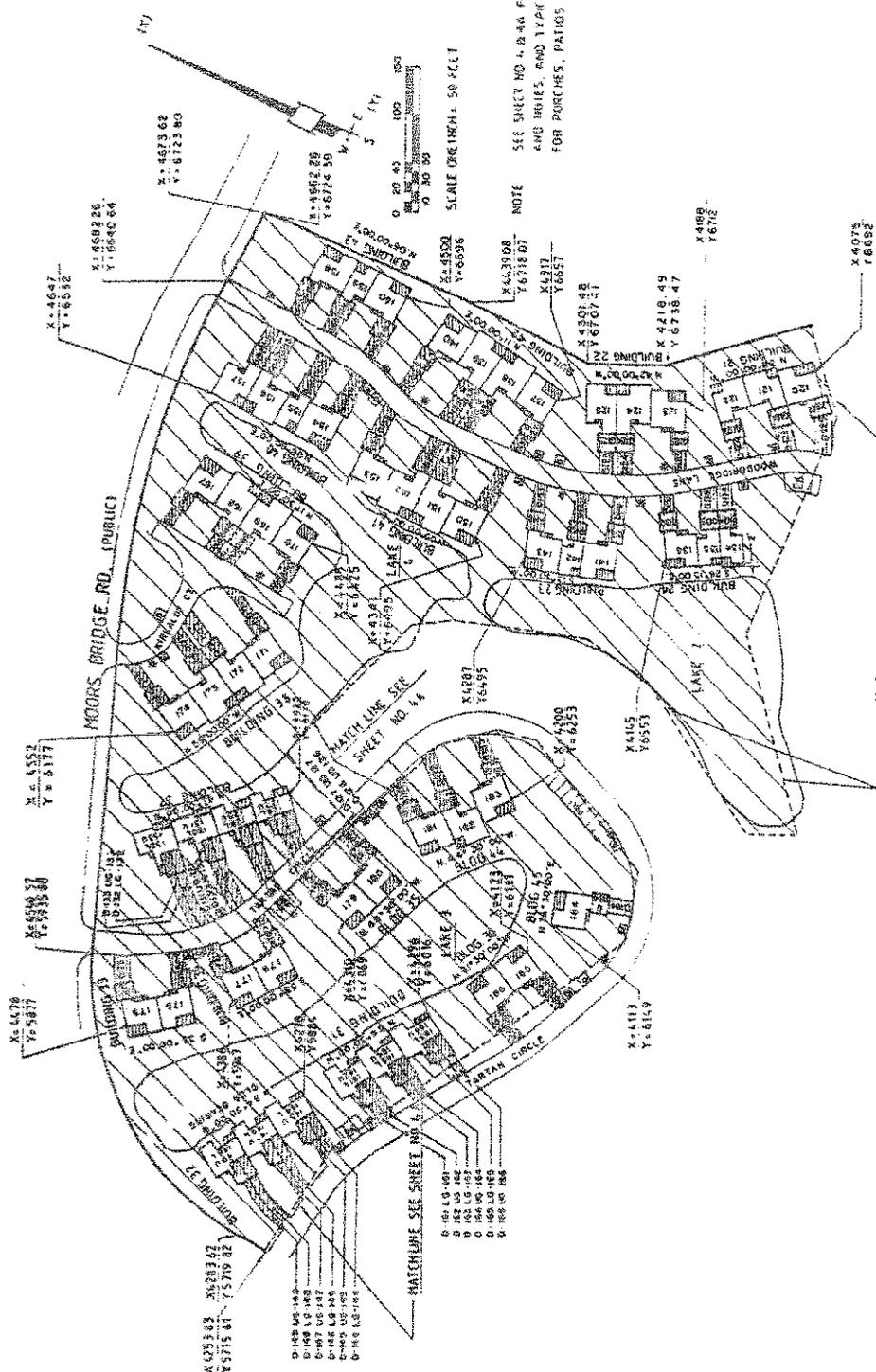


AS-BUILT, JUNE 20, 1984

REVISIONS		THE LAKES OF WOODHURST	
NO.	DATE	BY	REVISION
1			SURVEY PLAN
2			AS-BUILT

Prepared by: EUGENE F. ZEINKE
Checked by: EUGENE F. ZEINKE
Date: JUNE 20, 1984

11 20 20 21 00 PA



NOTE
SEE SHEET NO. 4, B.M. FOR LEGEND
AND NOTES, AND TYPICAL DIMENSIONS,
FOR PORCHES, PATIOS & DECKS

AS-BUILT, JUNE 20, 1994

DATE	1994
BY	THE LAKES OF MOORWOOD
SITE PLAN	
PERMITS/REGISTRATION	



Handwritten signature or name

MATCHLINE SEE SHEET NO. 4.A

- 0-161.0-161
- 0-162.0-162
- 0-163.0-163
- 0-164.0-164
- 0-165.0-165
- 0-166.0-166
- 0-167.0-167

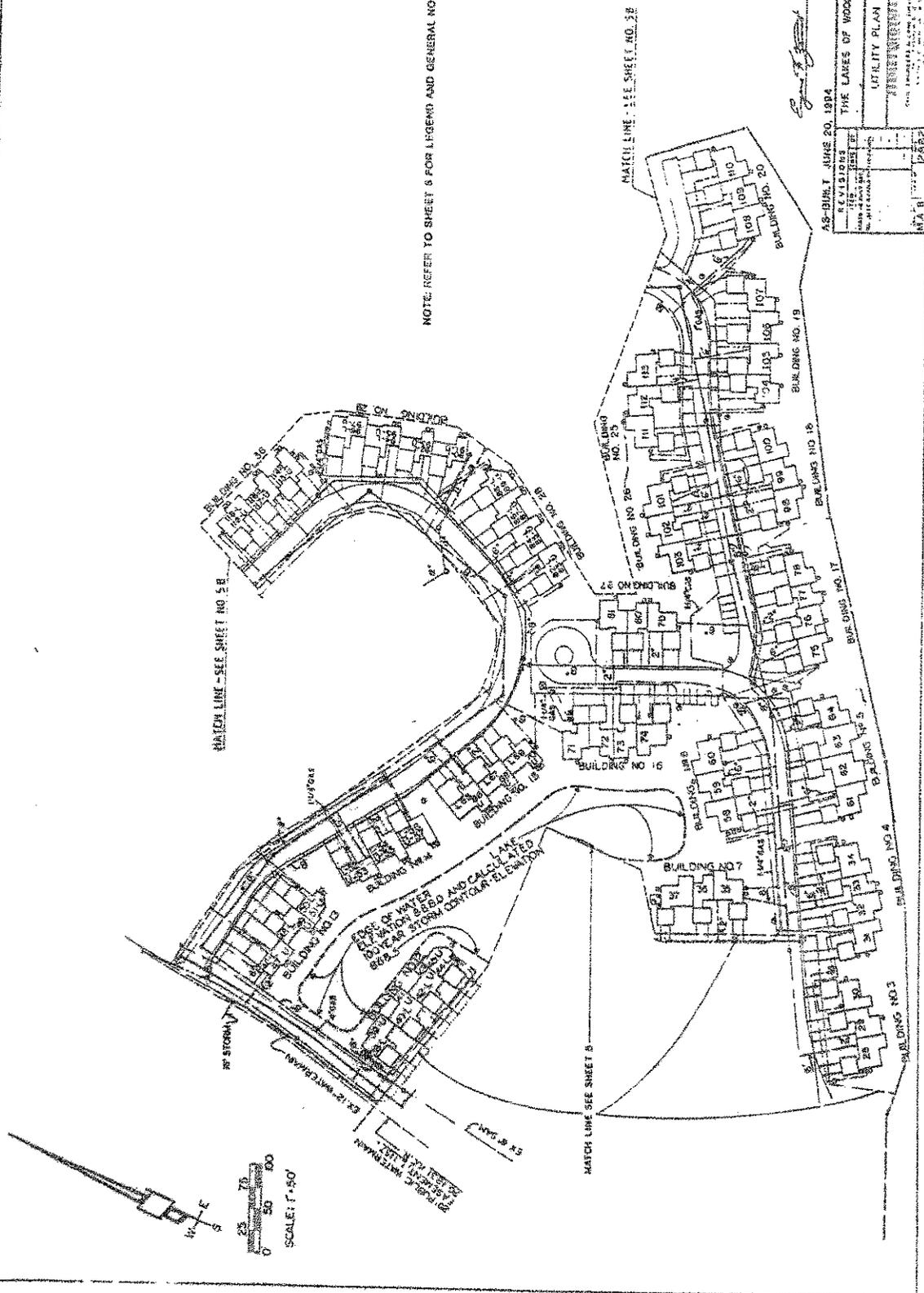
MATCHLINE SEE SHEET NO. 6

1792 50821

NOTE: REFER TO SHEET 8 FOR LEGEND AND GENERAL NOTES



AS-DRAWN: JUNE 20, 1984
 THE LAKES OF WOODBUSH
 UTILITY PLAN
 SHEET NO. 8
 PROJECT NO. 84-001
 DATE: 6/20/84
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 ENGINEER: [Signature]



MATCH LINE - SEE SHEET NO. 5B

MATCH LINE - SEE SHEET NO. 3B

MATCH LINE SEE SHEET 8

SCALE: 1" = 50'

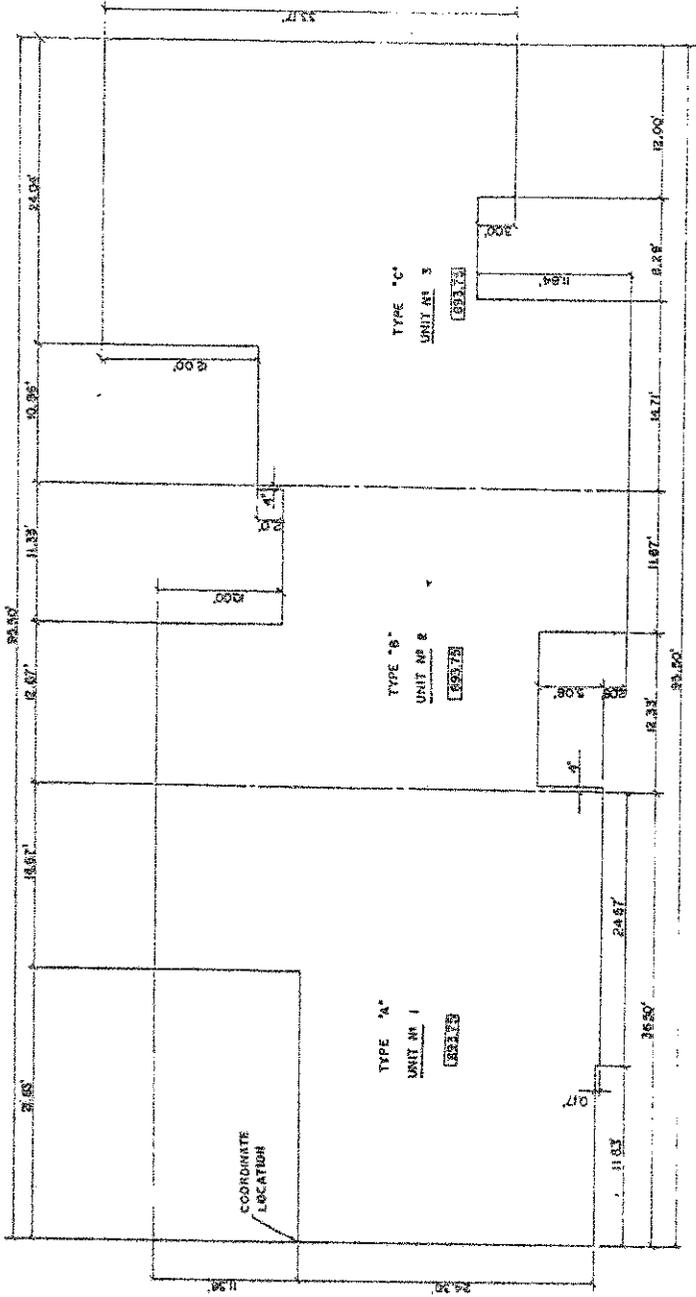
1792 0823



[Signature]

REVISIONS		THE LAKES OF MONTSERRAT, INC.	
NO.	DATE	BY	DESCRIPTION
1			PERMITS FOR PLAN
2			BUILDING I
3			THEMATIC DEVELOPMENT ASSOCIATES, INC.
4			FOR MONTSERRAT ISLAND DEVELOPMENT
5			FOR MONTSERRAT ISLAND DEVELOPMENT
6			FOR MONTSERRAT ISLAND DEVELOPMENT

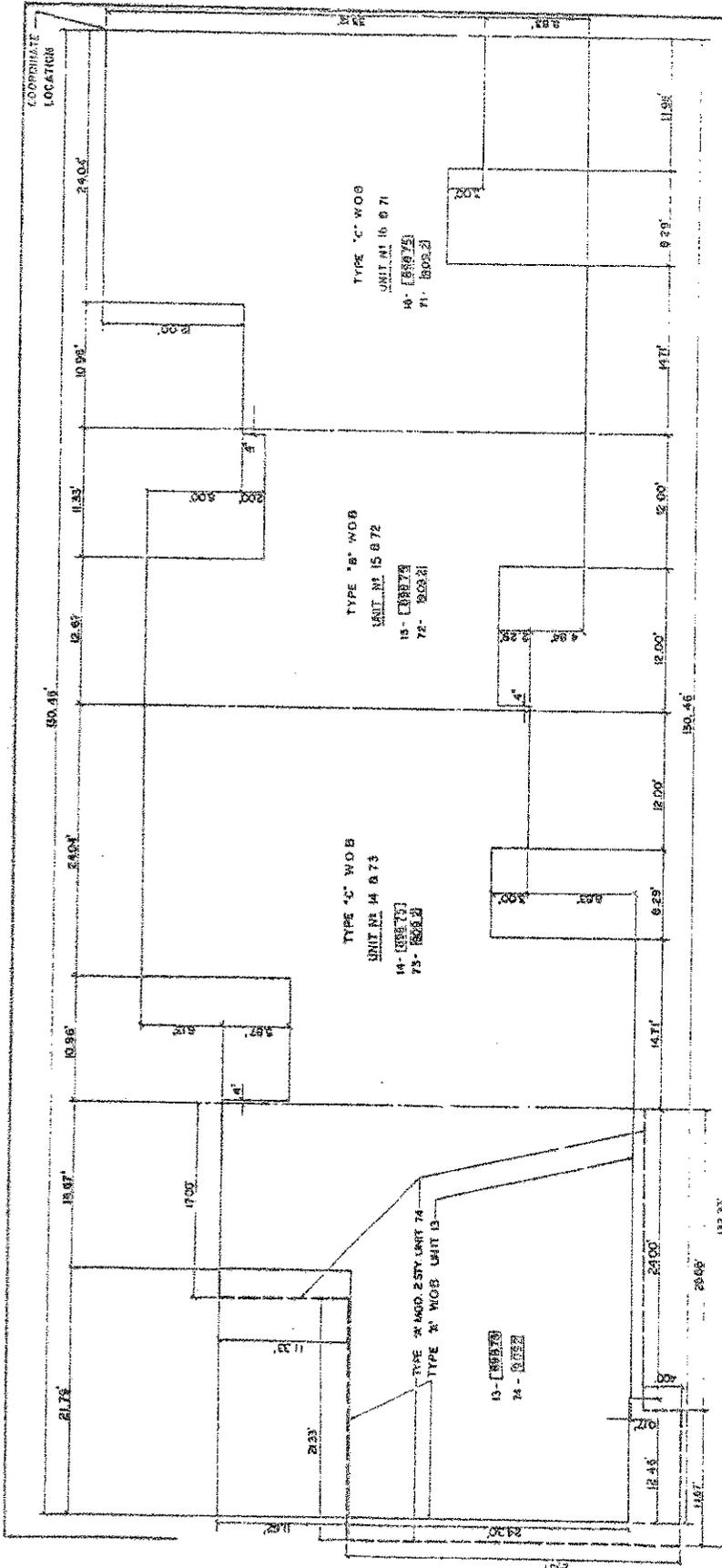
AS-BUILT #386 20.1203



SCALE 1/4" = 1'



0000 FIRST FLOOR ELEVATION



1792 0824



FIRST FLOOR ELEVATION
WOB, WALK OUT BASEMENT



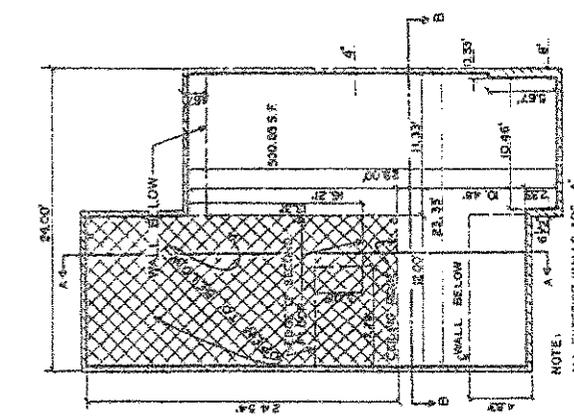
THE LAMES OF LOUISIANA

NO.	DATE	REVISIONS
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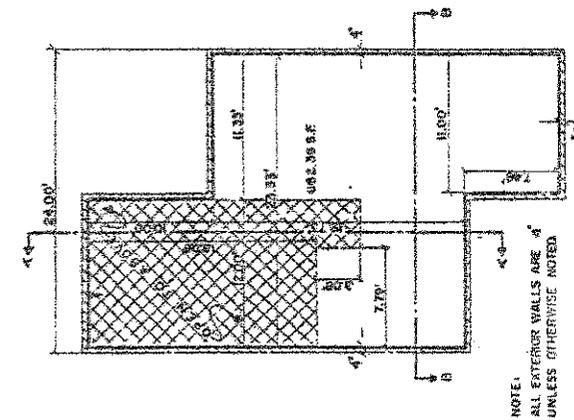
PROJECT PLAN
BUILDING 2, 0, 0
LAMES ARCHITECTURE & INTERIOR DESIGN, INC.
1000 PINEAPPLE AVENUE, SUITE 100
MONROE, LOUISIANA 70001
PHONE: (504) 335-1111
FAX: (504) 335-1112

AS-BUILT, JUNE 20, 1994

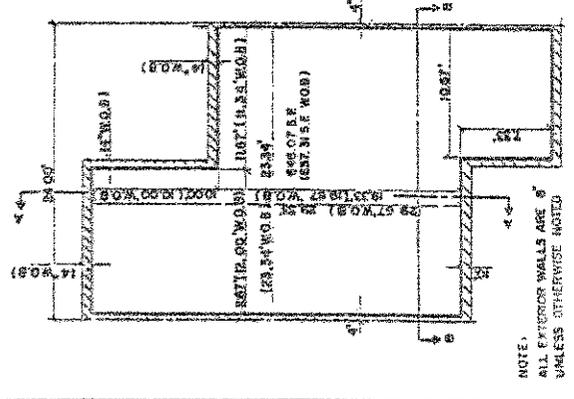
17 3 79 22 5 00 20



NOTE: ALL EXTERIOR WALLS ARE 4" UNLESS OTHERWISE NOTED



NOTE: ALL EXTERIOR WALLS ARE 4" UNLESS OTHERWISE NOTED



NOTE: ALL EXTERIOR WALLS ARE 4" UNLESS OTHERWISE NOTED

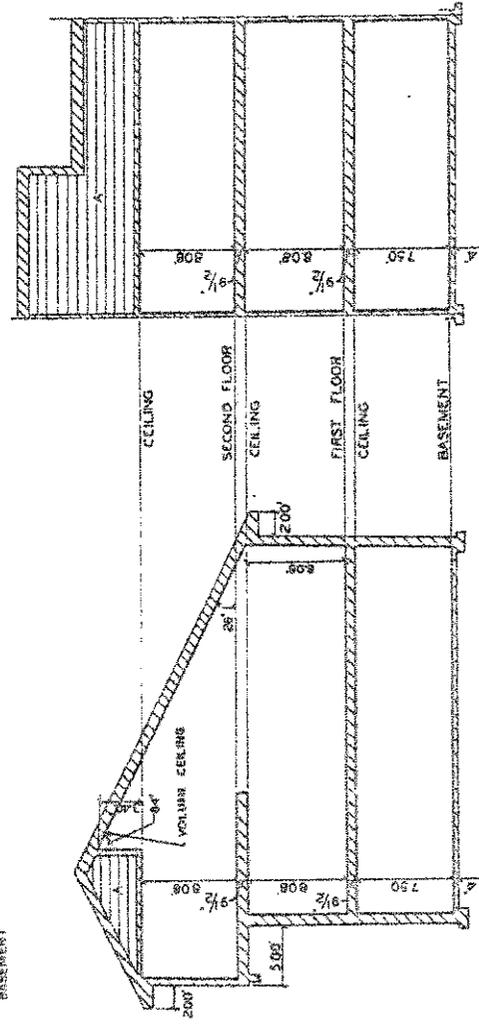
- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - ATTIC
 - W.O.B. DIMENSION FOR WALK-OUT BASEMENT
 - SLOPED CEMENT

ALL WALLS ARE CONSTRUCTED AT 90° OF ONE ANOTHER UNLESS OTHERWISE NOTED.

AG-BUILT
JUNE 20, 1994

REV.	DATE	DESCRIPTION
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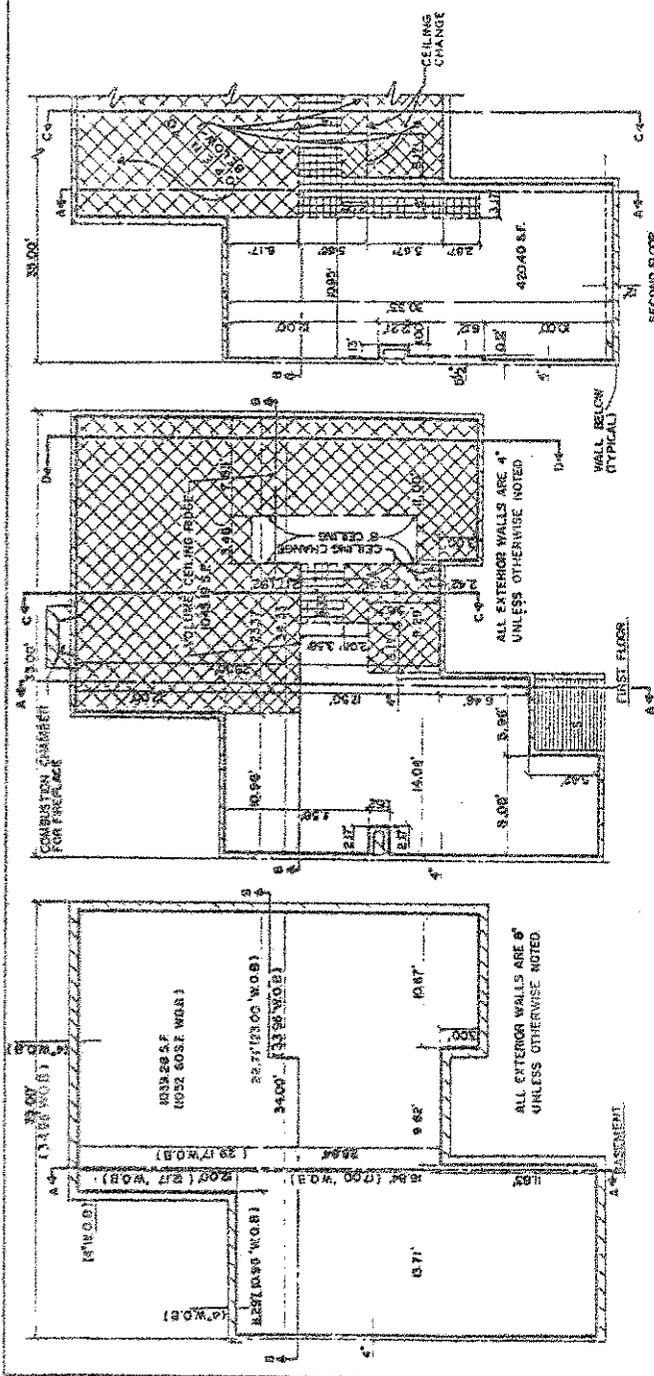
TYPICAL URBY PLAN WITH CROSS SECTION - UNIT 11
PERMET-WORSHIP & ASSOC., INC.
1111 111 111 111 111 111



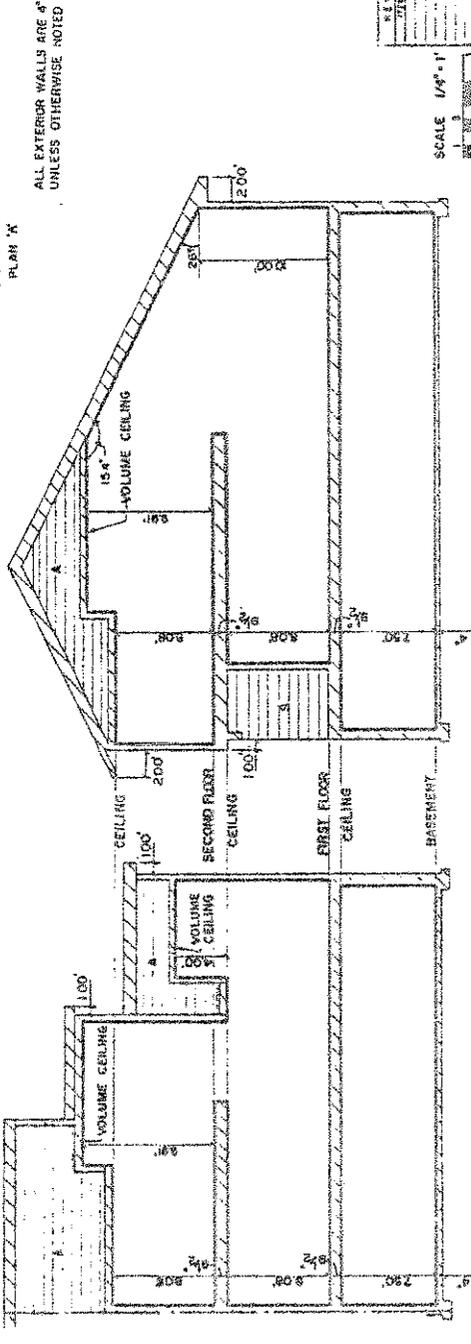
CROSS-SECTION B-B

CROSS-SECTION A-A

1792 0930



- EDGE OF SECOND FLOOR
 - SLOPED CEILING
 - LIMITS OF OWNERSHIP
 - GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - S STOREROOM
 - A ATTIC
- (100) DIMENSION FOR WALK-OUT BASEMENT
- PAVED FL AT CEILING
- ALL WALLS ARE CONSTRUCTED AT 90° OF ONE ANOTHER UNLESS OTHERWISE NOTED.



REVISION	DATE	BY	CHKD
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SCALE 1/4" = 1'

J.M.B.



CROSS SECTION A-A

AS BUILT JUNE 20, 1994

CROSS SECTION B-B

TYPICAL UNIT PLAN WITH CROSS SECTION - UNIT C

ZEMET-WOODING & ASSOC., INC.

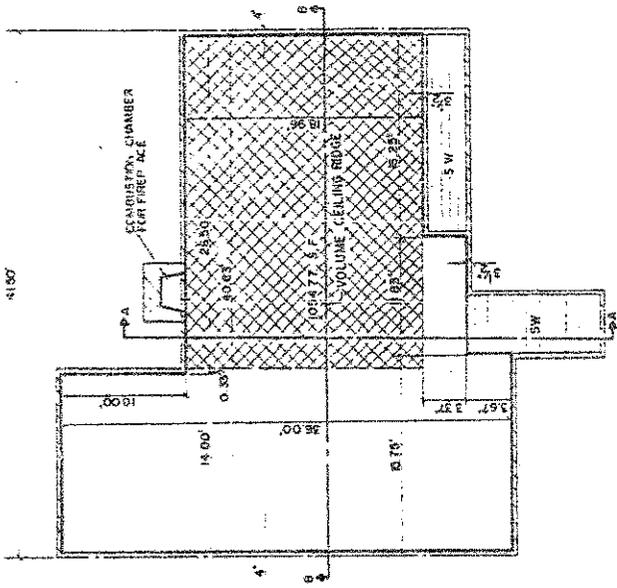
1000 W. 10TH ST. SUITE 100

MINNEAPOLIS, MN 55408

TEL: 612-338-1111

FAX: 612-338-1112

1792 0833



- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- SW STAIRWELL
- STOREROOM
- SLOPED CEILING

ALL WALLS ARE CONSTRUCTED AT 90° OF ONE ANOTHER UNLESS OTHERWISE NOTED

NOTE: ALL EXTERIOR WALLS ARE 4" UNLESS OTHERWISE NOTED



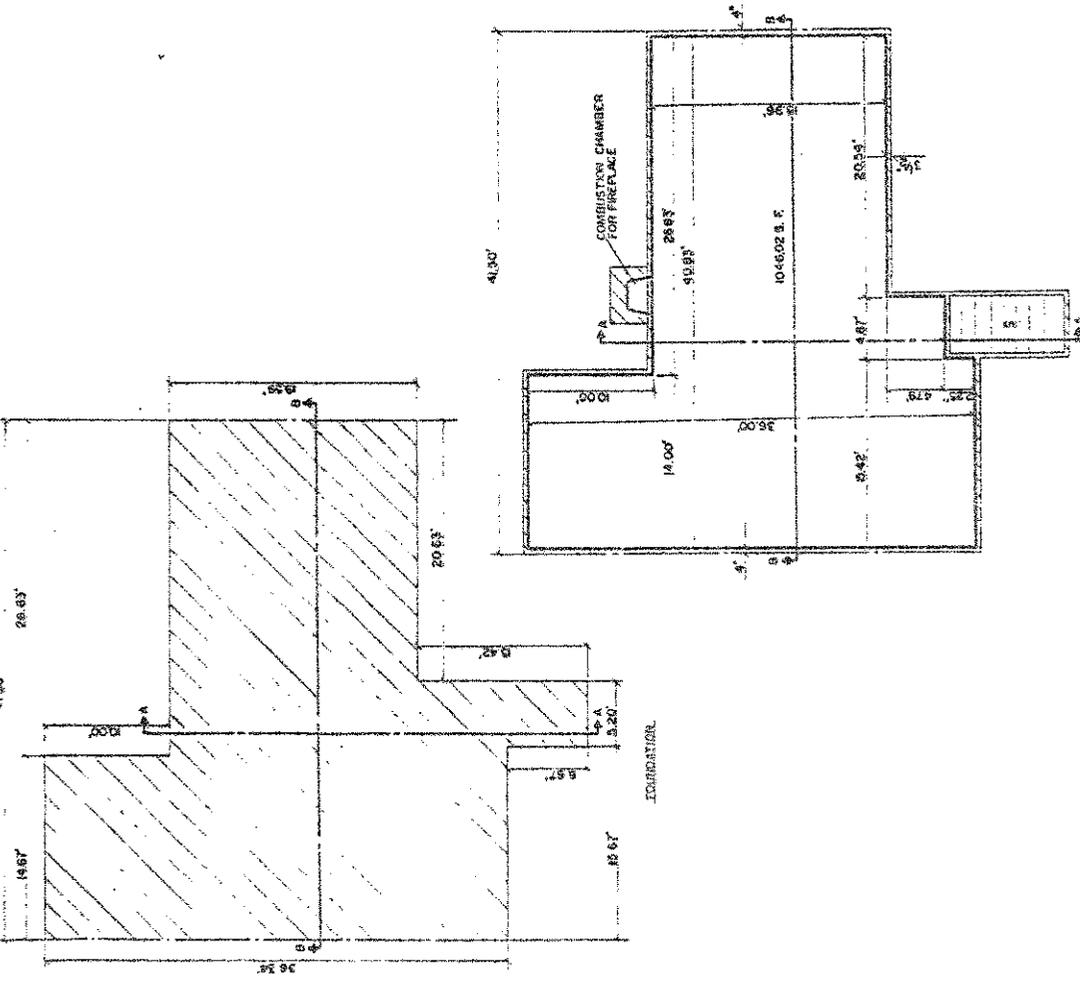
REVISIONS	
NO.	DESCRIPTION

TYPICAL UNIT PLAN

UNIT 5

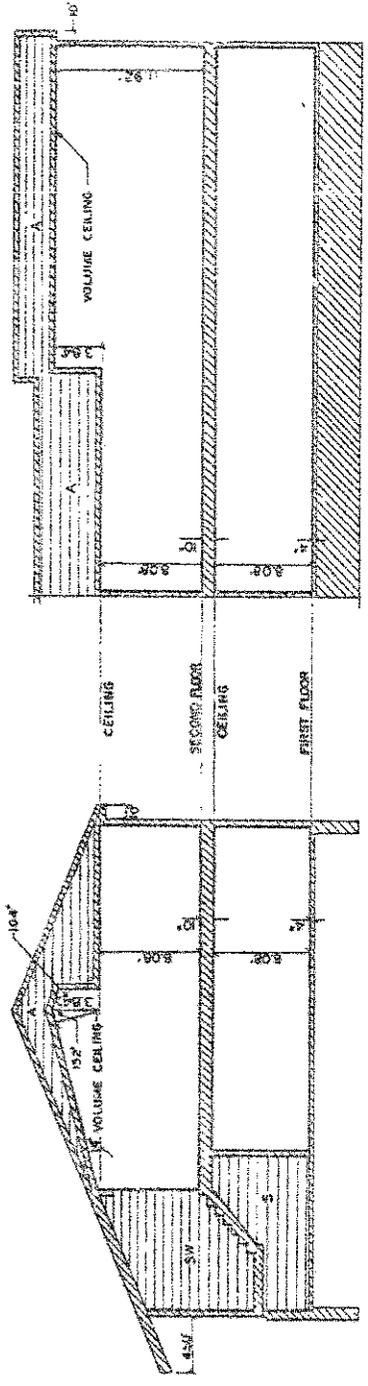
THE LAKES OF WOODBORNE

ZENETA OZARK & ASSOC., INC.
 1000 W. ...
 ...



AS-BUILT JUNE 20, 1994

17 10 92 10 0015



CROSS SECTION B - B

CROSS SECTION A - A

LIMITS OF OWNERSHIP
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 SW STAIRWELL
 S STOREROOM
 A ATTIC

ALL WALLS ARE CONSTRUCTED
 AT 90° OF ONE ANOTHER UNLESS
 OTHERWISE NOTED

SCALE 1/4" = 1'



AS-BUILT, JUNE 23, 1984

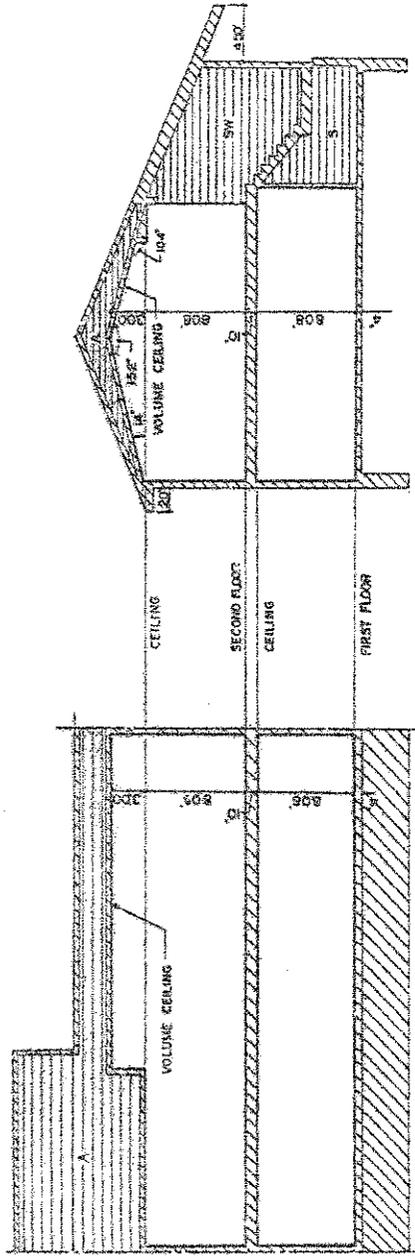


THE LAKES OF WOODBINE

REVISION	DATE	BY	CHKD
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CROSS SECTION - UNIT D

PROPERTY: WOODBINE & LAKES, INC.
 12345 WOODBINE DRIVE
 WOODBINE, N.J. 07095



CROSS SECTION A-A

CROSS SECTION B-B

LIMITS OF OWNERSHIP
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 A ATTIC
 S STOREROOM
 SW STAIRWELL

ALL WALLS ARE CONSTRUCTED
 AT 90° OF ONE ANOTHER UNLESS
 OTHERWISE NOTED



REVISIONS TO THE LAMES OF INCORPORATE.

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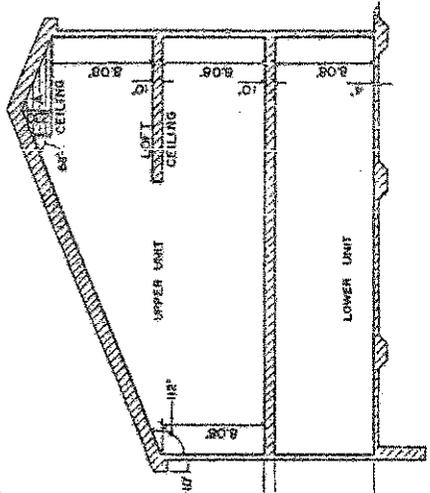
CROSS SECTION - UNIT E

GENERAL CONTRACTOR & ASSOC. INC.

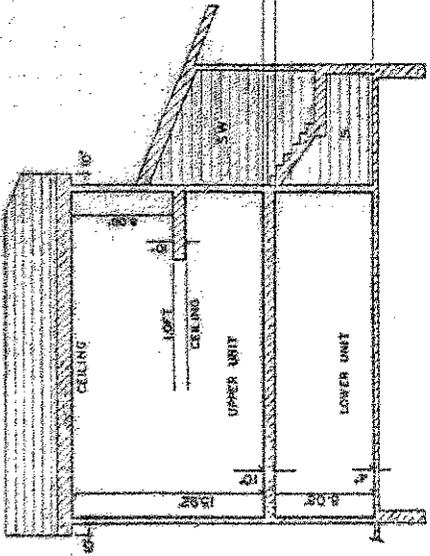
1000 ...



13 14 22 3 0833



CROSS SECTION B - B



CROSS SECTION A - A

- LIMITS OF CHANGES
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- SW STAIRWELL
- S STOREROOM
- A ATTIC

ALL WALLS ARE CONSTRUCTED AT 90° OF ONE ANOTHER UNLESS OTHERWISE NOTED.



SCALE: 1/4" = 1'



[Handwritten Signature]

AS-BUILT JUNE 20, 1994

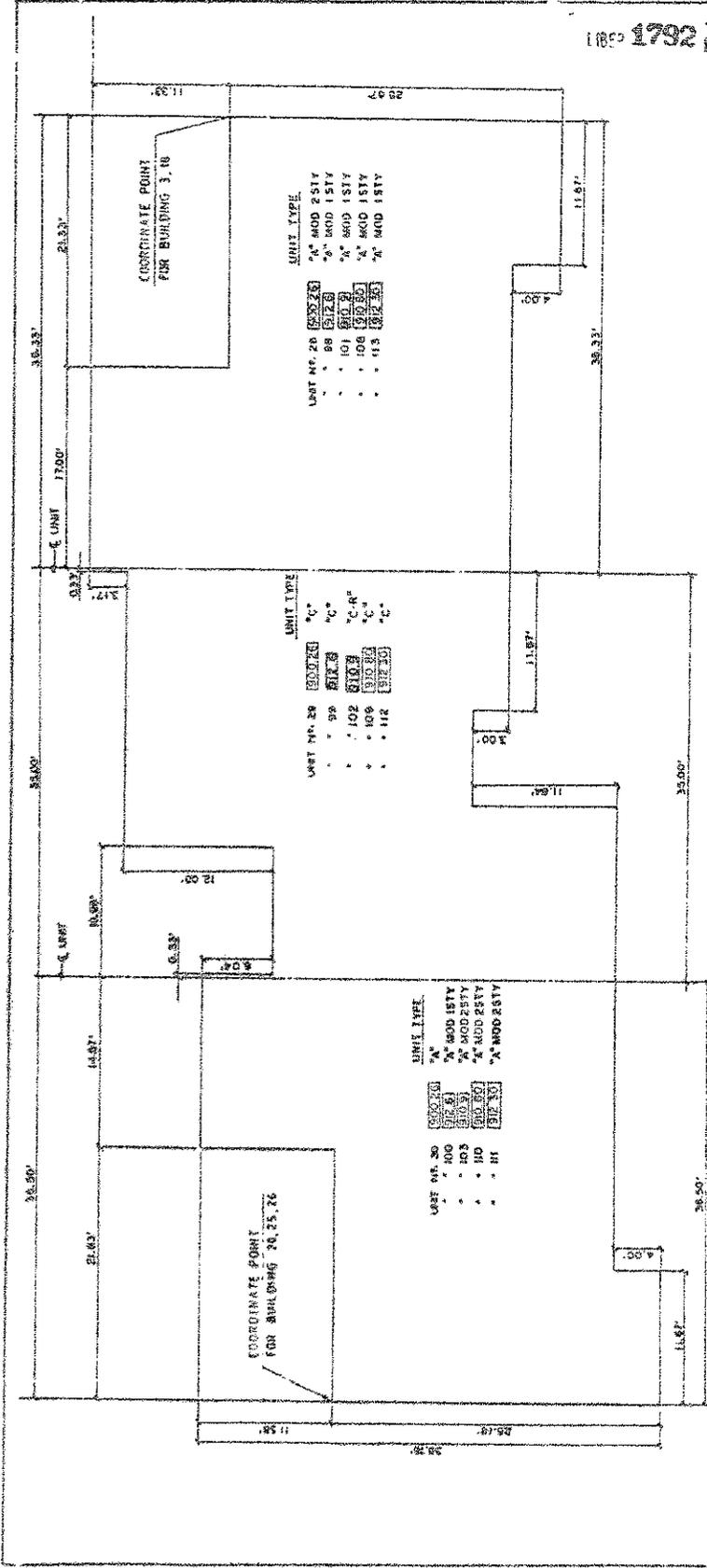
THE LAMES OF WORKSHIRE

REVISIONS		DATE	BY	CHECKED BY	APPROVED BY
NO.	DESCRIPTION				
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10					

CROSS SECTION - UNIT C

WENDELL WOODLEY & ASSOC., INC.
 Civil Engineers & Surveyors
 110 West 12th Street, Suite 101
 New York, N.Y. 10011
 License No. 12345
 State of New York

1792 0836



UNIT TYPE
 UNIT NO. 28 800 281
 " 88 812 8
 " 101 812 8
 " 108 812 8
 " 113 812 8
 " MOD 281Y
 " MOD 181Y
 " MOD 181Y
 " MOD 181Y
 " MOD 181Y

UNIT TYPE
 UNIT NO. 29 800 291
 " 99 812 9
 " 102 812 9
 " 109 812 9
 " 118 812 9
 " C
 " C-R
 " C
 " C

UNIT TYPE
 UNIT NO. 30 800 301
 " 400 812 4
 " 403 812 4
 " 410 812 4
 " 411 812 4
 " MOD 181Y
 " MOD 281Y
 " MOD 281Y
 " MOD 281Y

COORDINATE POINT
 FOR BUILDING 3.10

COORDINATE POINT
 FOR BUILDING 30.25.76



FIRST FLOOR ELEVATION



Handwritten signature

REVISIONS	DATE	BY	DESCRIPTION

THE LAMES OF WOODBRIDGE
 ARCHITECTS
 1000 BROADWAY
 NEW YORK, N.Y. 10003
 TEL: 212-691-1100
 FAX: 212-691-1101

AS-BUILT, JUNE 20, 1984

1792 70841

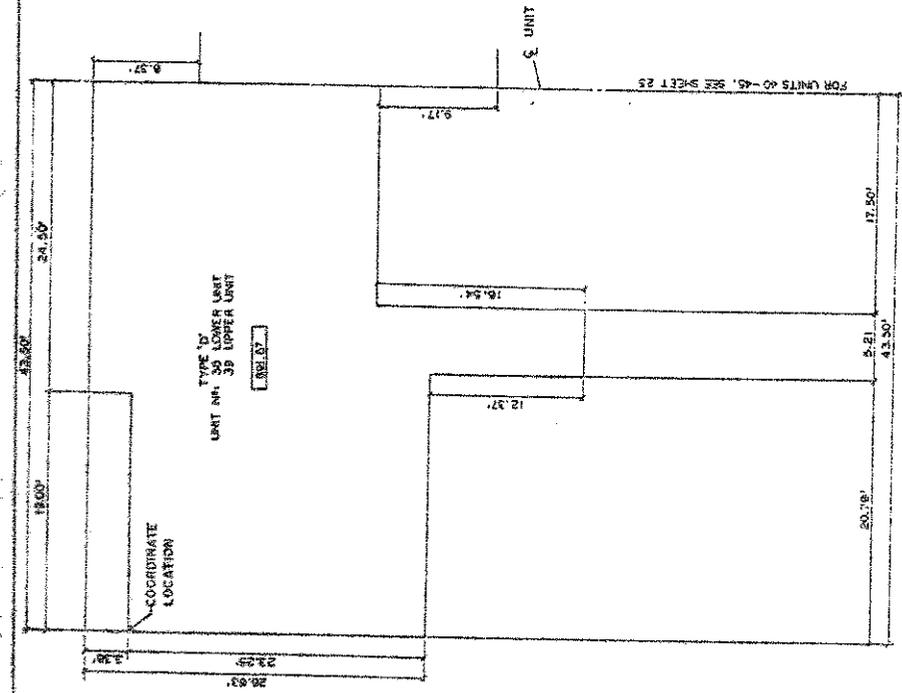


E. J. ...

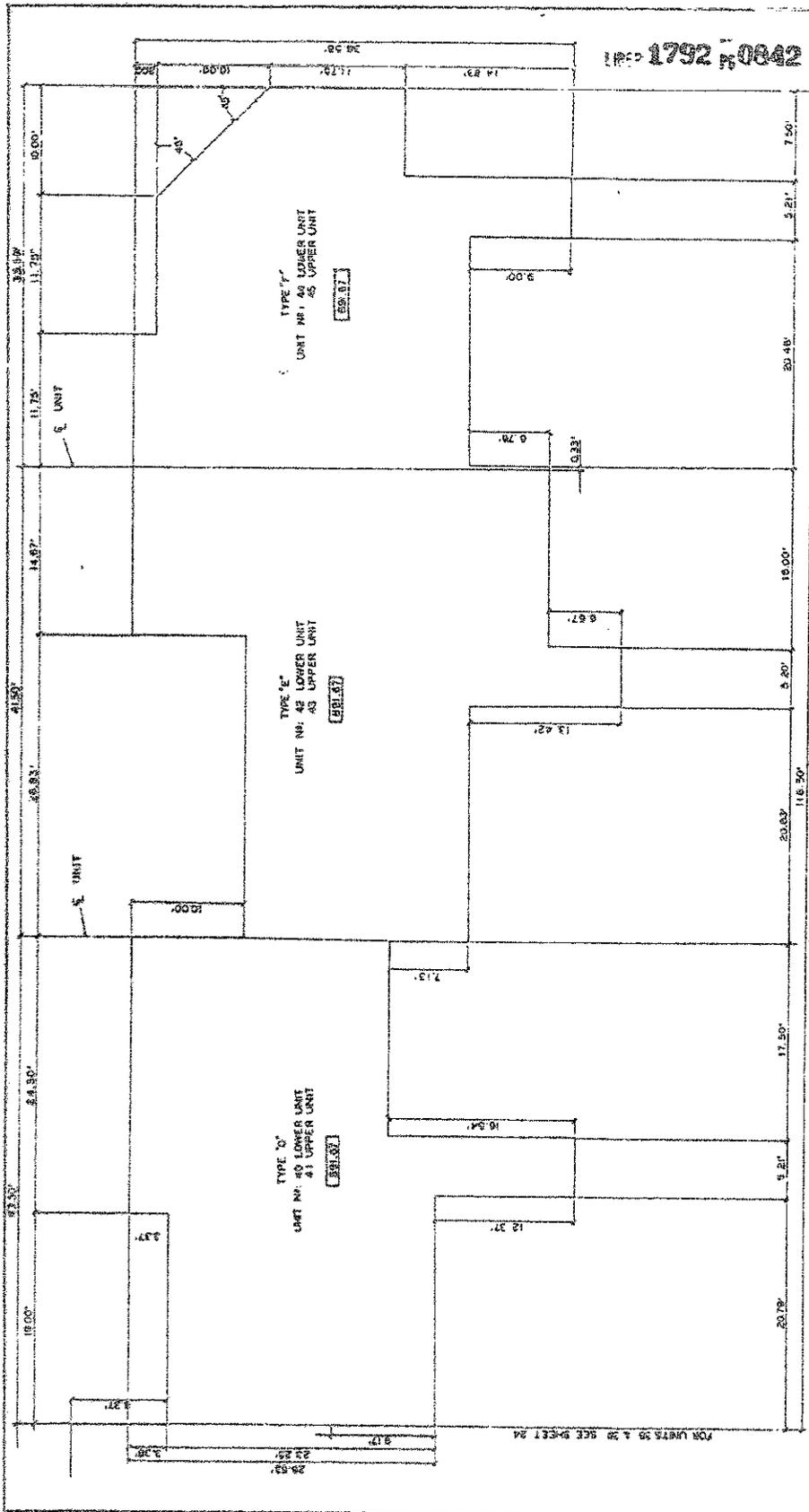
REVISIONS		DATE	
1	AS-BUILT	6/20/88	JRS

THE LAKES OF WOODBRIDGE	
PERMETER PLAN	
BUILDING 12	
PROPERTY OF: THE LAKES OF WOODBRIDGE ASSOCIATION, INC.	
1000 WOODBRIDGE DRIVE, WOODBRIDGE, N.J. 07095	
DATE: 6/20/88	
DRAWN BY: JRS	
CHECKED BY: JRS	
SCALE: 1/4" = 1'	

AS-BUILT JUNE 20, 1988



AS-BUILT FIRST FLOOR ELEVATION



1792 0842



THE LAWES OF WOODBRIDGE

PERMETER PLAN

ROBERT J. ...

REVISIONS	BY	DATE

DATE: JUNE 30, 1964

SCALE 1/4" = 1'

FIRST FLOOR ELEVATION

AS-BUILT, JUNE 30, 1964

TYPE 'F'
UNIT NO. 40 LOWER UNIT
45 UPPER UNIT

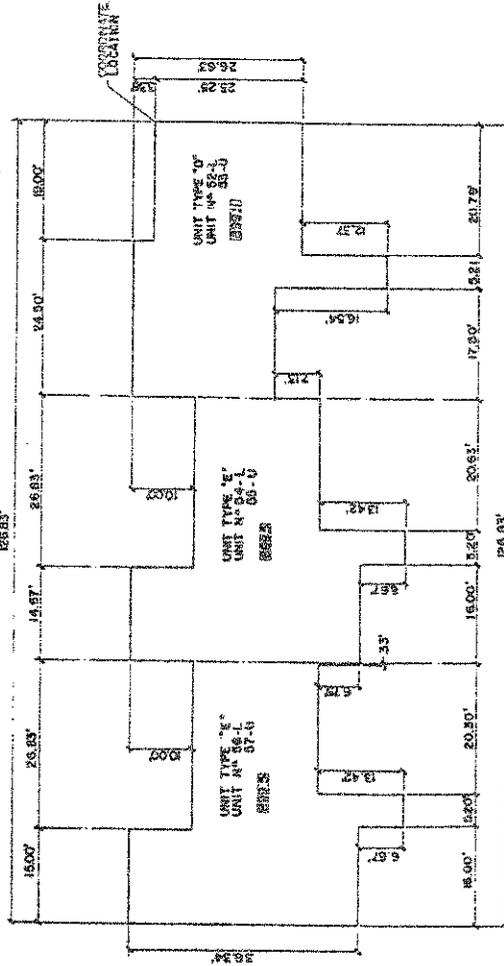
TYPE 'E'
UNIT NO. 42 LOWER UNIT
43 UPPER UNIT

TYPE 'D'
UNIT NO. 40 LOWER UNIT
41 UPPER UNIT

FOR UNITS 39 & 20 SEE SHEET 24

1792 50844

BUILDING BEARING N. 82° 45' 00" E.



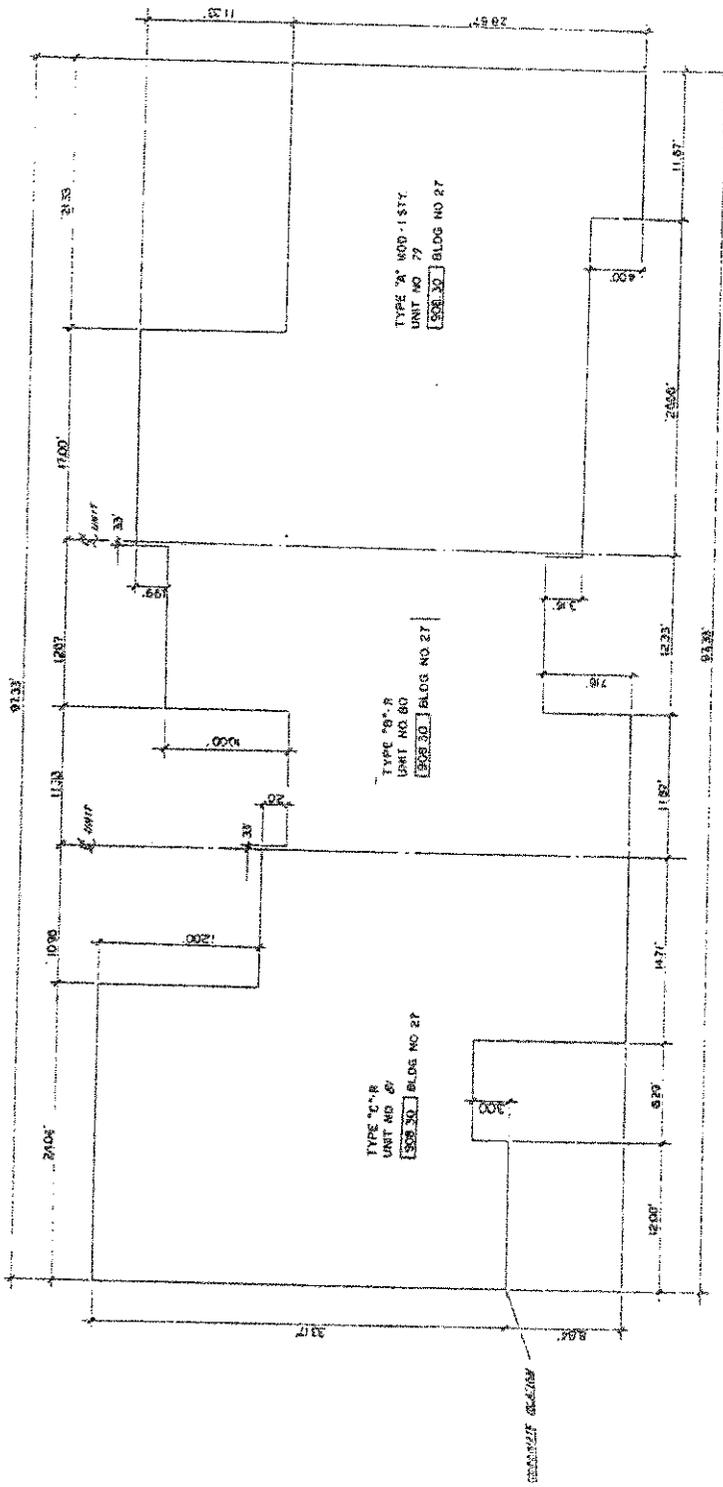
1 3 5 7 9 13 17
 0 2 4 6 8 12 14 18
 SCALE: 1/8" = 1'
 [---] FIRST FLOOR ELEVATION
 [---] WALK OUT BASEMENT
 [---] REVERSED
 [---] LOWER UNIT
 [---] UPPER UNIT

REVISIONS		DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/15/88	J.P.H.	J.S.P.
2	REVISED PER COMMENTS	11/15/88	J.P.H.	J.S.P.
3	REVISED PER COMMENTS	11/15/88	J.P.H.	J.S.P.
4	REVISED PER COMMENTS	11/15/88	J.P.H.	J.S.P.
5	REVISED PER COMMENTS	11/15/88	J.P.H.	J.S.P.
6	REVISED PER COMMENTS	11/15/88	J.P.H.	J.S.P.
7	REVISED PER COMMENTS	11/15/88	J.P.H.	J.S.P.
8	REVISED PER COMMENTS	11/15/88	J.P.H.	J.S.P.
9	REVISED PER COMMENTS	11/15/88	J.P.H.	J.S.P.
10	REVISED PER COMMENTS	11/15/88	J.P.H.	J.S.P.

THE LAKES OF WOODBORO
 PROJECT PLAN
 BRD 14
 ZEPHYRUS ASSOC. INC.
 100 WOODBORO BLVD.
 WOODBORO, VT 05596
 11/15/88
 J.P.H.

AS-BUILT, JUNE 20, 1984

1792 0846



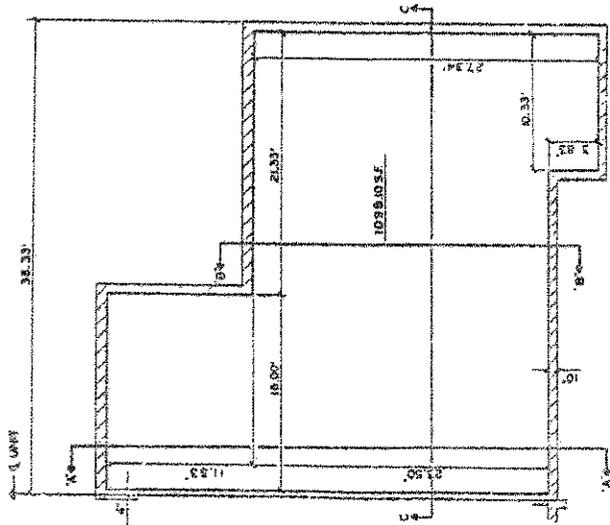
SCALE 1/4" = 1'



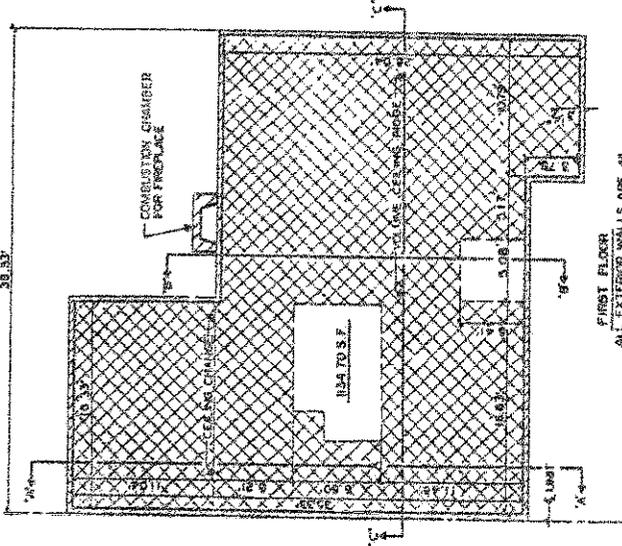
0553 FIRST FLOOR ELEVATION
(R) INDICATES TYPICAL UNIT REVERSED

REVISIONS	DATE	BY	CHKD.
THE LAKES OF WOODBOROGE			
RESIDENT PLAN			
BLDG. 27			
REPRESENTATIVE			
FOR A. HENNING & CO. INC.			
1000 W. 10TH ST. W.			
MINNAPOLIS, MINN.			
25 E			

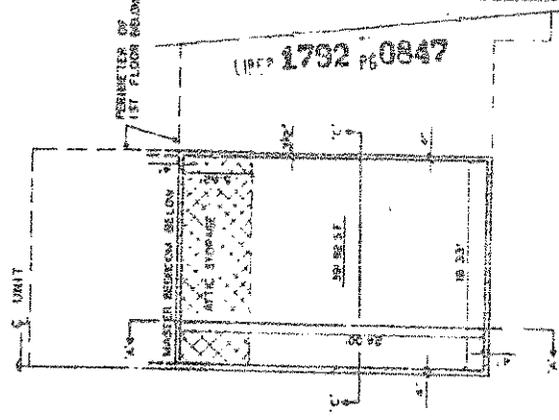
AS-BUILT JUNE 20, 1994



BASEMENT
ALL EXTERIOR WALLS ARE 8"
UNLESS OTHERWISE NOTED



FIRST FLOOR
ALL EXTERIOR WALLS ARE 4"
UNLESS OTHERWISE NOTED



SECOND FLOOR PLAN FOR UNIT TYPE MOD 4.1 SF

LIMITS OF CHIMNEY
GENERAL COMMON ELEMENT
SLOPED CEILING

ALL WALLS ARE CONSTRUCTED AT 90° OR OBE UNLESS OTHERWISE NOTED
S.F. INDICATES SQUARE FEET

SCALE 1/4" = 1'

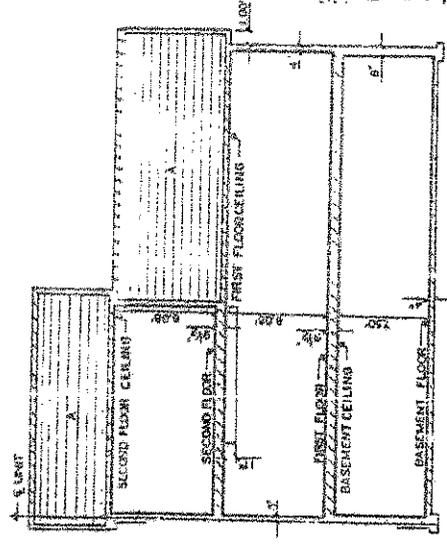
AS-BUILT DATE 03.1994

1792 0847

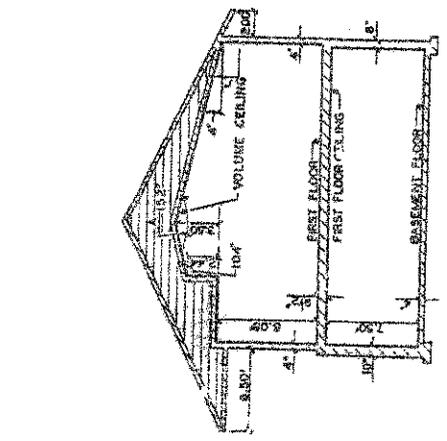
NO.	REVISION	DATE	BY	CHKD.	THE LAKES OF WOODBORO
1	ISSUE				
2	REVISION				
3	REVISION				
4	REVISION				
5	REVISION				
6	REVISION				
7	REVISION				
8	REVISION				
9	REVISION				
10	REVISION				

PROPERTY PLANNING AND ARCHITECTURE
111 PLUMMER STREET, 1ST FLOOR
WILMINGTON, DELAWARE 19801
PHONE: 336-7777
FAX: 336-7777

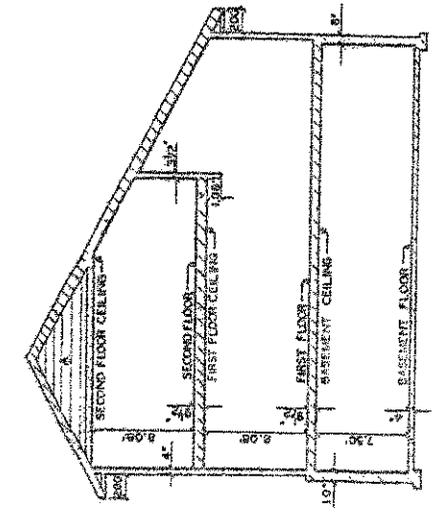
NO. 10000000



CROSS SECTION C-C



CROSS SECTION B-B



CROSS SECTION A-A

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- A ATTIC

ALL WALLS ARE CONSTRUCTED AT 90° OF ONE ANOTHER UNLESS OTHERWISE NOTED



[Signature]

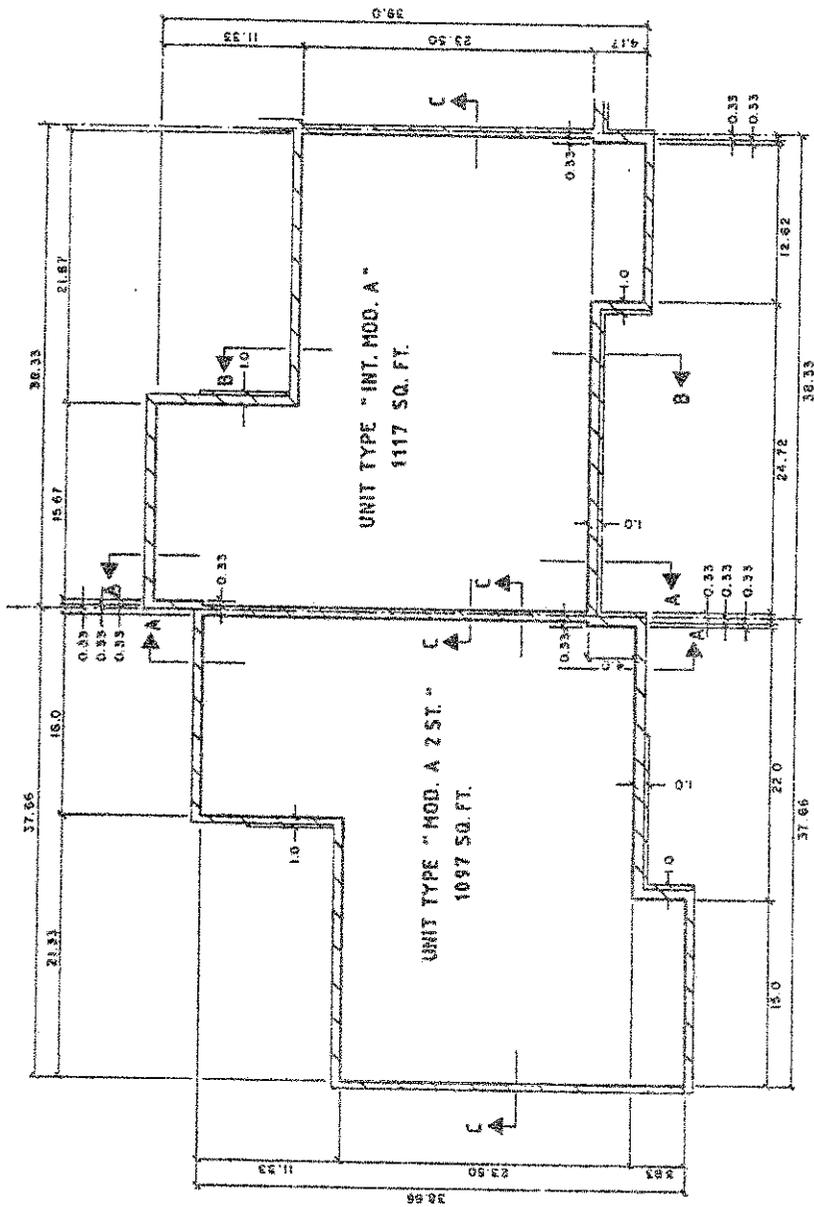
AS-BUILT - JUNE 20, 1994

REVISIONS		THE LAKES OF WOODBORO	
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1792 0850

GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 UNITS OF OWNERSHIP
 ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
 ALL WALLS ARE 0.66 UNLESS OTHERWISE NOTED
 SCALE - 1/4" INCH = 1.0 FOOT
 0 5 10 15

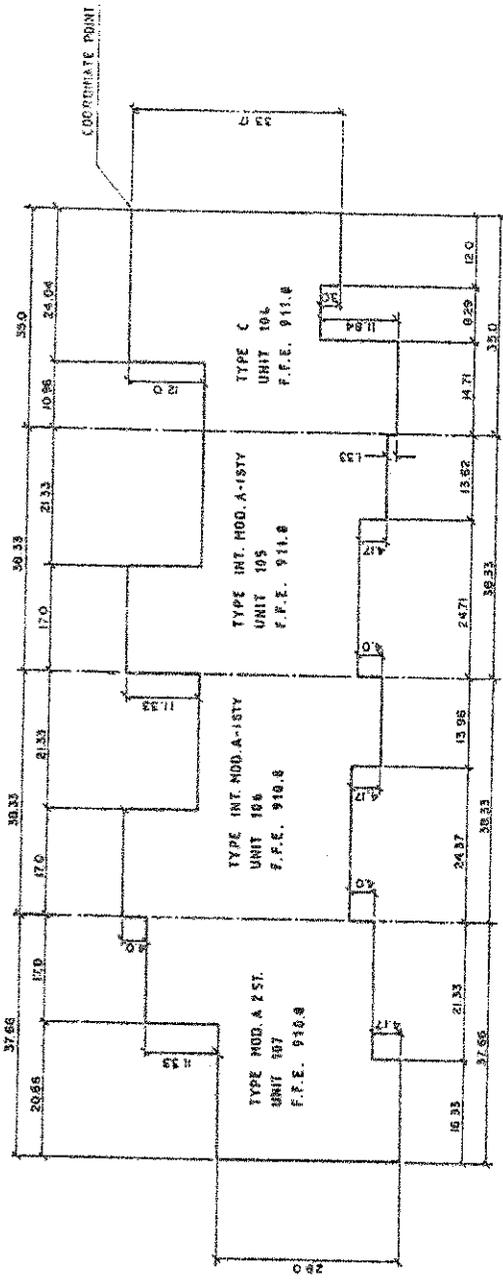


NOTE
 SEE SHEET NO 27 FOR CROSS SECTIONS UNIT TYPE "MOD. A 2 ST." AND "INT. MOD. A"
 SEE SHEET NO. 26 FOR SECOND FLOOR PLAN FOR UNIT TYPE "MOD. A 2 ST."

AS-BUILT - JUNE 20, 1994	
FILE NO. 15-045	THE LARSEN OF BODENROUGE
PROJECT NO. 1170	TYPE BSMT PLAN FOR UNIT
	MOD. A 2 ST. AND INT. MOD. A
	SCALE 1/4" = 1'-0"
	DATE 11/15/93
	BY [Signature]
	CHECKED BY [Signature]
	DATE 11/15/93
	29



14792 10852



AS-BUILD JUNE 20, 1984

SECTIONS

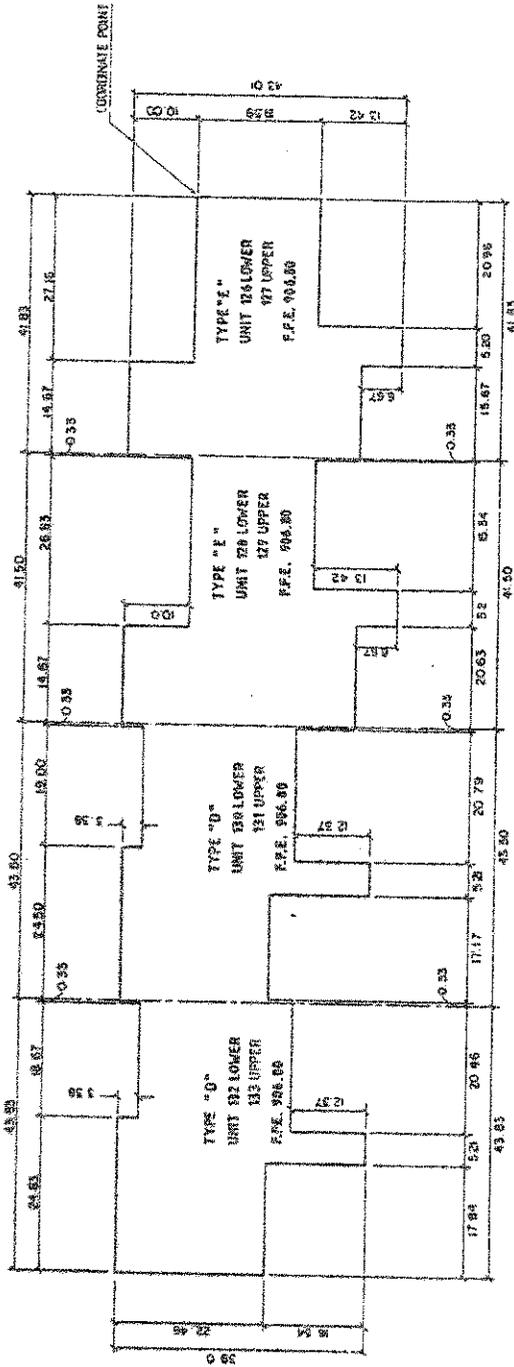
THE LAKES OF WOODBRIDGE

PERIMETER PLAN-BUILD 19



1792 R0854

BUILDING BEARING N 40° 30' 00" W



SCALE : 1/8" INCH = 1.0 FOOT
 0 5 10 20 30
 F.F.E. DENOTES FIRST FLOOR ELEVATION
 --- CENTERLINE

AS-BUILT JUNE 20, 1984

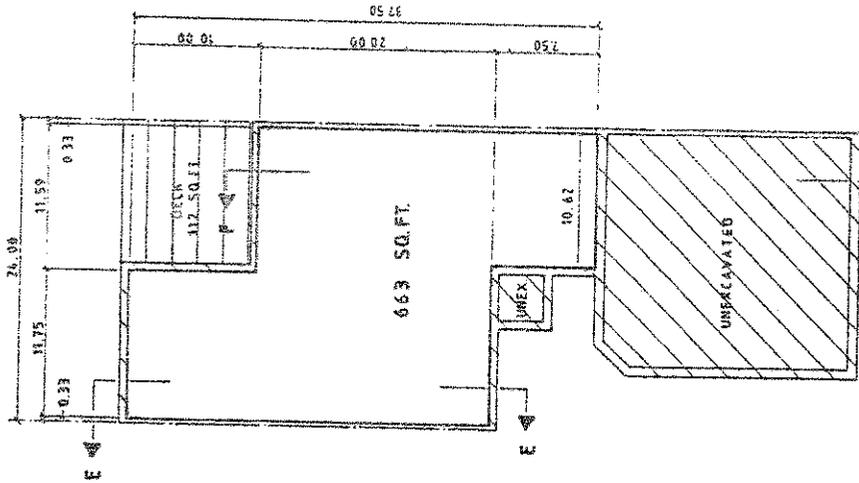
REVISIONS	DATE	BY	DESCRIPTION
1	10/1/83
2
3

THE LAKES OF WOODHOUSE
 PERMETER PLAN
 BUILDING #1
 STEVEN WOODMAN
 CIVIL ENGINEER, LICENSE NO. 1011
 1011 W. 101ST ST. ST. LOUIS, MO. 63114



Steven Woodman

LIBER 1792 P5 0856



BASEMENT FLOOR

ALL WALLS ARE 0.66 UNLESS OTHERWISE NOTED

AS-BUILT JUNE 29, 1984

REV. SHEETS

DATE

BY

DESCRIPTION

NO.

DATE

BY

DESCRIPTION

NO.

DATE

BY

DESCRIPTION

NO.

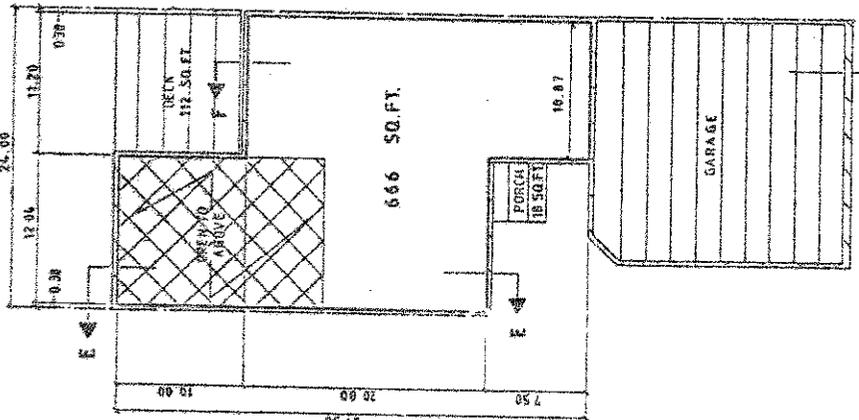
DATE

BY

DESCRIPTION

NO.

DATE



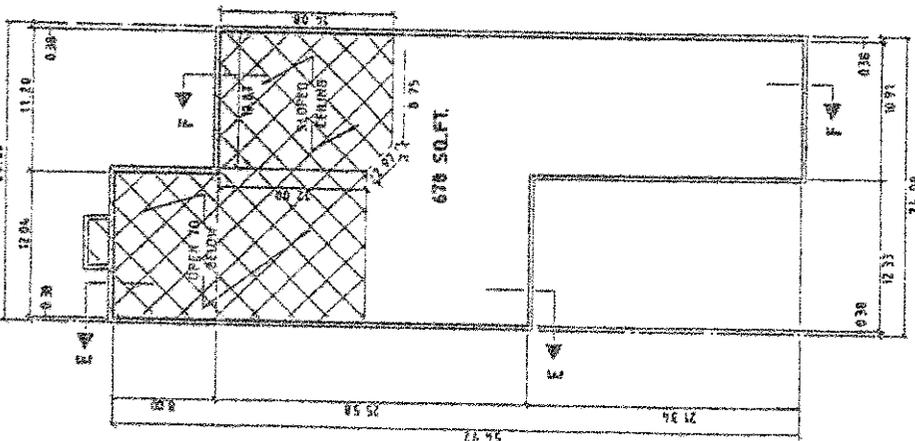
FIRST FLOOR

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER

ALL WALLS ARE 0.33 UNLESS OTHERWISE NOTED

SCALE: 1/4" INCH = 1.0 FOOT

0 5 10 15



SECOND FLOOR

ALL WALLS ARE 0.33 UNLESS OTHERWISE NOTED

SLOPED CEILING

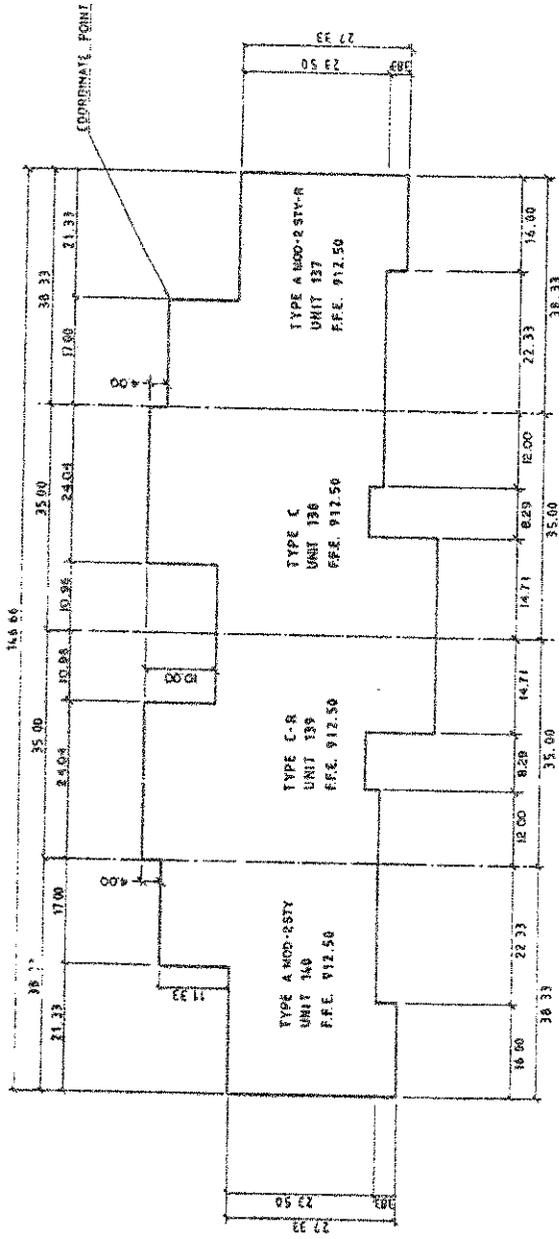
GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP



BUILDING BEARING N 11°00'00"E



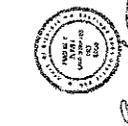
SCALE: 1/8" INCH = 1.0 FOOT

0 5 10 20 30

--- DENOTES CENTER LINE

FFE DENOTES FIRST FLOOR ELEVATION

R DENOTES REVERSE UNIT SHOWN



[Signature]

AS-BUILT CASE NO. 1886

PERMIT PLAN FOR BUILDING

THE LAKES OF WOODBRIDGE

DATE: 11/13/85

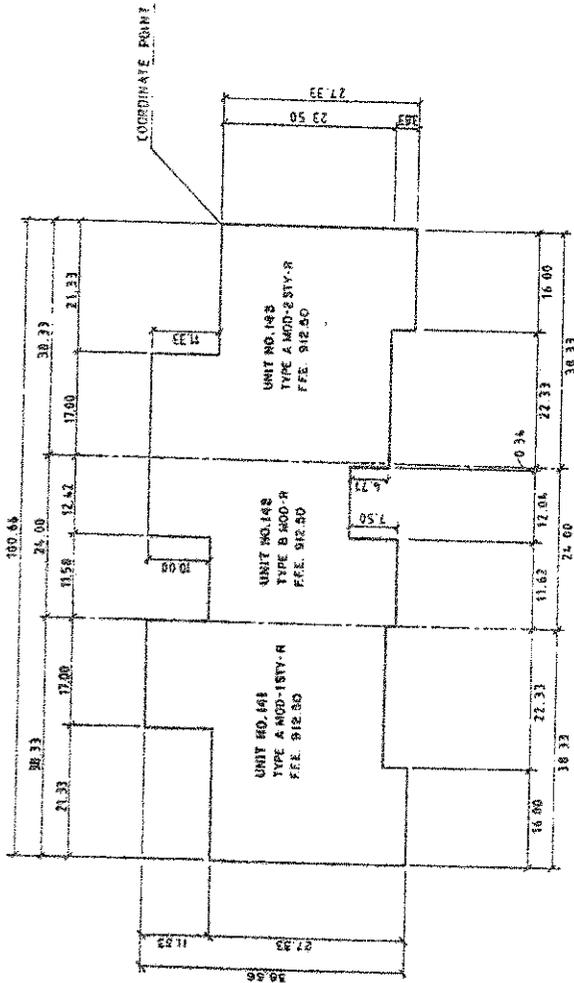
PROJECT NO. 1886

SCALE: 1/8" = 1'-0"

33

8580 E 2623

1792 60859



COORDINATE POINT

SCALE: 1/8" INCH = 10' FOOT

0 5 10 20 30
Feet

CENTERLINE

F.F.E. DENOTES FIRST FLOOR ELEVATION

R DENOTES REVERSE UNIT SHOWN

AS-BUILT - JUNE 20, 1994

REVISIONS



THE LAKES OF WOODBRIDGE

PERMITTED PLAN FOR

BUILDING 33

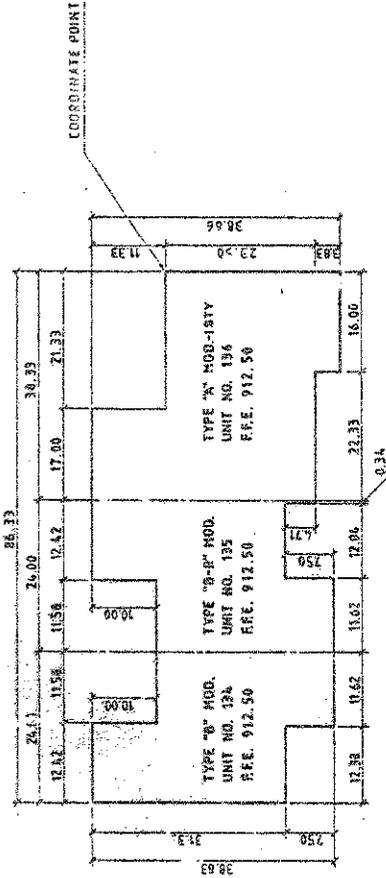
REVISIONS

DATE OF PERMIT

NO. OF SHEETS

TOTAL NO. OF SHEETS

LINE 1792 710860



SCALE: 1/8" INCH = 1.0 FOOT
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----- CENTERLINE

F.F.E. DENOTES FIRST FLOOR ELEVATION

R DENOTES REVERSE UNIT SHOWN

AS-BUILT JUNE 20, 1984

REVISIONS

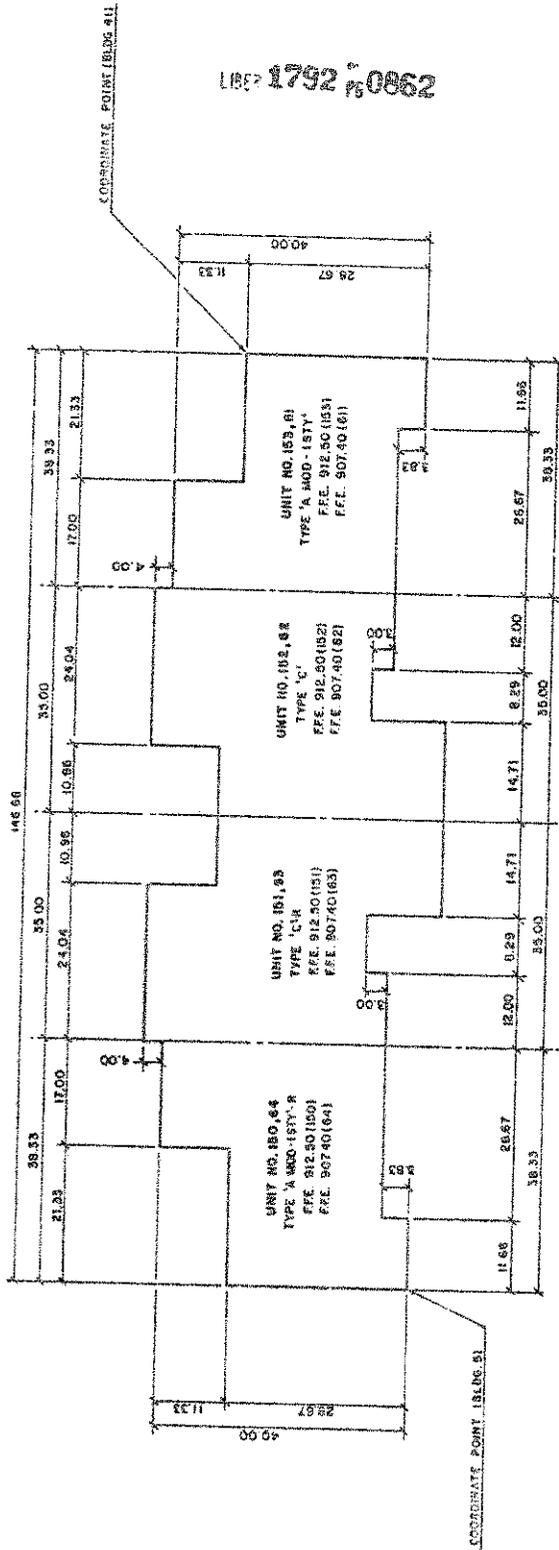
DATE

BY

NO.

DESCRIPTION

BUILDING BEARING N. 05° 00' 00" E. (BLDG. 41)
 BUILDING BEARING N. 55° 21' 00" E. (BLDG. 3)



2980 1792 0862

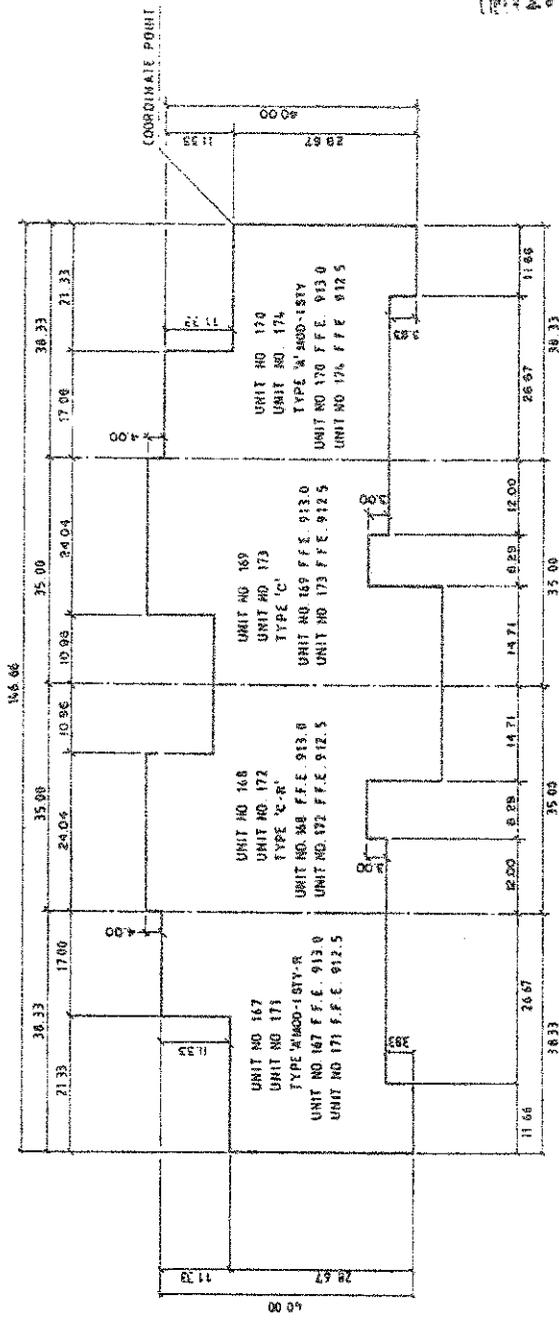
SCALE : 1/8 INCH = 1.0 FOOT
 0 5 10 20 30
 DENOTES CENTERLINE
 F.F.E. DENOTES FIRST FLOOR ELEVATION
 R DENOTES REVERSE OF UNIT SHOWN



AS-BUILT JUNE 30, 1984

DATE	1984
BY	ES
CHECKED	ES
PROJECT	THE LAKES OF WOODS RIDGE
DESCRIPTION	RESIDENTIAL PLAN FOR BUILDING 1180
DATE	7-20-83
SCALE	1/8" = 1'-0"
PROJECT NO.	41

BUILDING BEARING - BLDG 38 N 59°00'00"W
 BUILDING BEARING - BLDG 39 N 91°30'00"E



1792 0865

AG-BUILD JUNE 20, 1984

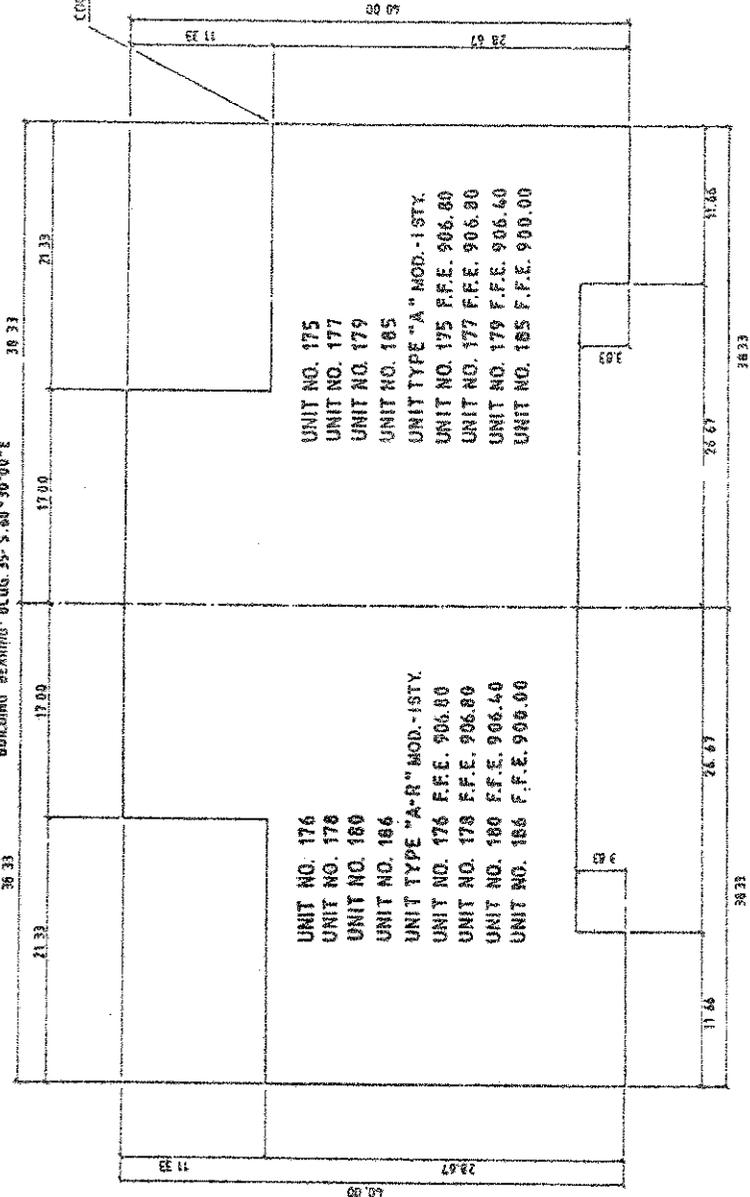
REVISIONS	DATE	BY	DESCRIPTION
1	1984		
2	1984		
3	1984		
4	1984		
5	1984		

THE LAKES OF WOODPORT
 PERIMETER PLAN
 FOR BUILDINGS 38 & 39
 1792 0865



Handwritten signature

BUILDING BEARING - BLDG. 30 - N 61° 30' 00" W.
 BUILDING BEARING - BLDG. 33 - S. 35° 00' 00" E.
 BUILDING BEARING - BLDG. 35 - S. 53° 00' 00" E.
 BUILDING BEARING - BLDG. 35 - S. 40° 30' 00" E.



UNIT NO. 176
 UNIT NO. 178
 UNIT NO. 180
 UNIT NO. 186
 UNIT TYPE "A-R" MOD.-1STY.
 UNIT NO. 176 F.F.E. 906.80
 UNIT NO. 178 F.F.E. 906.80
 UNIT NO. 180 F.F.E. 906.40
 UNIT NO. 186 F.F.E. 900.00

UNIT NO. 175
 UNIT NO. 177
 UNIT NO. 179
 UNIT NO. 185
 UNIT TYPE "A" MOD.-1STY.
 UNIT NO. 175 F.F.E. 906.80
 UNIT NO. 177 F.F.E. 906.80
 UNIT NO. 179 F.F.E. 906.40
 UNIT NO. 185 F.F.E. 900.00

R DENOTES REVERSE OF TYPICAL UNIT.
 F.F.E DENOTES FIRST FLOOR ELEVATION
 ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
 SCALE : 1/4 INCH = 1.0 FOOT
 0 5 10 15



NO. 20-21, JUNE 20, 1984

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

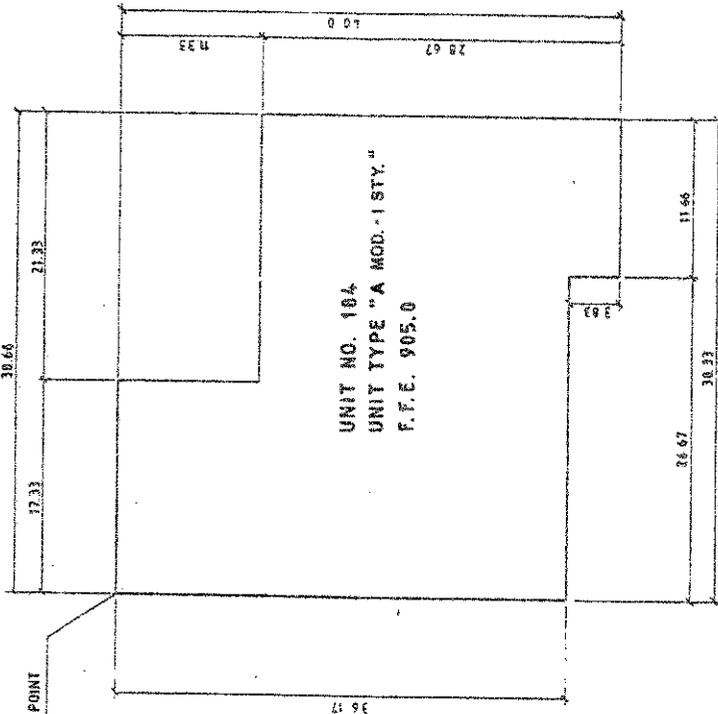
THE LAKES OF MONTICELLO
 PLANNING PLAN
 FOR BUILDINGS 30, 33, 35
 THE PROPERTY OF THE LAKES OF MONTICELLO
 15

44792 20866

LPT 4792 1
5 0868

BUILDING BEARING S 61° 30' 00" E.

COORDINATE POINT



UNIT NO. 184
UNIT TYPE "A MOD. - 1 STY."
F.F.E. 905.0

F.F.E. DENOTES FIRST FLOOR ELEVATION
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
SCALE: 1/4" HIGH = 1.0 FOOT
0 5 10 15



Signature

AG-BUILD, JUNE 20, 1894

REVISIONS		THE LAMES OF WORK ORDER	
NO.	DATE	BY	REASON

REGISTERED PLANNING ENGINEER
FOR THE STATE OF CALIFORNIA
No. 12345
EXPIRES 12/31/95