

BROOKSIDE OF SUPERIOR TOWNSHIP

EXHIBIT A

CONDOMINIUM BYLAWS

ARTICLE I ASSOCIATION OF CO-OWNERS

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

ARTICLE II ASSESSMENTS

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

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

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year 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 General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing General Common Elements, (3) to provide additions to the General Common Elements not exceeding \$10,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding \$10,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article VI of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners either in twelve equal monthly installments, quarterly or biannually, in the discretion of the Board of Directors, subject to Section 7 below, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late fee of \$25.00 per month shall be imposed on each installment which is in default for 10 or more days. The Association may increase or assess such other reasonable automatic late charges or may, pursuant to Article XX hereof, levy additional fines for late payment of assessments as the Association deems necessary from time to time. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing services to a Co-owner in default upon seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit

from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions.

Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds of Washtenaw County prior to commencement of any foreclosure proceedings, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by initiating suit against the Association.

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

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

Section 7. Developer's Responsibility for Assessments. The Developer and/or any successor developers, if any, of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer and/or any successor developers, however, shall at all times pay all expenses of maintaining the Units that they own, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's (or successor developer's, as the case may be) proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer (or successor developer, as the case may be) at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer or successor developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. For instance, the only expenses presently contemplated that the Developer or successor developers might be expected to pay are a pro rata share of snow removal and other road maintenance from time to time as well as a pro rata share of any liability insurance and other administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer or successor developers for other purposes shall be void without Developer's or successor developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or successor developers or to finance any litigation or other claims against the Developer or successor developers, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a final certificate of occupancy has been issued by the Township of Superior.

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

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

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

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

ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between 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. At the exclusive option of the Association, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Condominium Project if the amount of the claim is \$10,000.00 or less. At the exclusive option of a Co-owner, any claim which might be the subject of a civil action against the Developer which involves an amount less than \$2,500.00 and arises out of or relates to a Co-owner's Unit or the Project, shall be settled by binding arbitration. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$500,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

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

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against fire (if appropriate) and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to any Limited Common Elements that may be created by amendment of the Master Deed.

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

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

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibility of Co-Owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the building and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association not less than annually to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit and within the improvements located thereon (naming the Association and the Developer as insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer annually.

The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-owners may obtain supplementary insurance but in no

event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-owner does or permits anything to be done or kept on or within his Unit that will increase the rate of insurance each Co-owner shall pay to the Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-owner responsible for such activity or condition.

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

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

ARTICLE V RECONSTRUCTION OR REPAIR

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

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

(b) Unit or Improvements Thereon. If the damaged property is a Unit or any improvement thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event that a Co-owner has failed to repair, restore, demolish or remove the improvements on the Co-owner's Unit under this Section, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or

removal and shall have the right to place a lien on the Unit for the amounts expended by the Association for that purpose which may be foreclosed as provided for in these Bylaws.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-owners shall unanimously decide otherwise.

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

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

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

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

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

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly,

and, if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

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

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions. Section 133 of the Act shall control upon any taking by eminent domain.

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

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them exceeds One Thousand and 00/100 (\$1,000.00) Dollars.

ARTICLE VI RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. Except as may be approved by the Developer during the Development and Sales Period (and thereafter by the Board of Directors of the Association), and except as provided in this Article VI, no structure shall be erected, altered, placed or permitted to remain within any Unit other than one detached single-family dwelling

which may include an attached garage, a swing set and/or a deck (any such deck must conform to any and all applicable Township ordinances). Old and/or pre-existing buildings may not be moved onto any Unit or common element. No part of any structure constructed within a Unit shall be used for any activity normally conducted as a business.

Section 2. Leasing and Rental. No Co-owner, other than the Developer, may lease his or her Unit. The Developer may lease any number of Units at any time, without notice to the Association, except as required under Section 112 of the Michigan Condominium Act.

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Section 3. Architectural Control. All residences and appurtenances thereto shall be built entirely within the Condominium Unit. No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer including, but not limited to the following:

- (a) A topographic survey showing the existing and proposed grades, the location of all trees in excess of three (3) inches in diameter, the proposed location of each building or structure and the proposed location of drives and parking areas;
- (b) Construction and architectural plans including dimensioned floor plans, typical sections and all elevations;
- (c) Specifications setting forth the type of quality of all materials and workmanship to be employed including a detailed finish schedule for all exterior materials, products and finishes; and
- (d) A construction schedule specifying the commencement date and completion dates of construction of the building or improvement, as well as such other dates as the Developer may specify for completion of stages of the building or improvement.

Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successors to Developer. Developer may construct or authorize any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 4. Minimum Square Feet. The minimum area of any residence constructed within a Unit shall be the minimum square feet permitted under the Township of Superior zoning ordinance, from time to time.

Section 5. Exterior Finishes. The exterior finishes of all residential structures built in a Unit shall be subject to the approval of the Developer during the Development and Sales Period.

Section 6. Garages and Driveways and Access to Public Streets and Roads. Vehicular access to all Units, the Limited Common Elements and the Project shall be only by the roads within the Project. Driveways for all units must connect to roads constructed within the Condominium and such roads, until they are accepted for dedication by the Township of Superior, shall constitute General Common Elements.

Section 7. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations, modifications or changes in any of the Units or Common Elements, Limited or General, without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period), including, without limitation, the erection of antennas of any sort (including dish antennas), aerials, awnings, newspaper holders, mailboxes, flag poles or other exterior attachments or modifications; provided, however, that a Co-owner shall be permitted to display a single United States flag of a size not greater than 3 feet by 5 feet anywhere on the exterior of the residence to be constructed within the Unit, and further provided that a Co-owner shall be permitted to install an antenna for reception of direct television broadcasting or reception of video programming by wireless cable (otherwise known as multichannel multipoint distribution). A Co-owner's right to install antennas shall be subject to such reasonable rules and regulations as may be imposed by the Association in support of safety and aesthetic concerns within limits proscribed by the Federal Communications Commission and so long as any antenna installed for wireless cable reception does not measure more than 39 inches in diameter or in diagonal measurement (or such minimal size as required by the Federal Communications Commission or any other governmental body or agency having jurisdiction thereover).

No fence, wall or hedge of any kind shall be erected or maintained within any Unit or Common Elements without the prior written approval of the Board of Directors (and the Developer during the Development and Sales Period). No fence, deck, wall or hedge shall be extend beyond the front setback for the Unit as shown on the Condominium Subdivision Plan. No fence, deck, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No fences will be permitted unless specifically required by the Township of Superior (e.g. pool fences). With regard to pool fences, no chain link fences shall be permitted. All pool fences shall not exceed the minimum standards as established by the Township of Superior. No Co-owner shall in any way restrict access to any utility line, or any other item or improvement that must be accessible to service the Common Elements or any item or improvement which affects an Association responsibility in any way.

Section 8. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be

or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 9. Pets. No animals or fowl (except two domesticated household pets) shall be kept or maintained within any Unit. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association. No dog kennels or other enclosed shelters shall be erected or maintained within any Unit. Dog runs may be constructed only in the rear of Units in accordance with all standards and specifications established by the Developer (during the Development and Sales Period) and thereafter by the Board of Directors of the Association) and any and all applicable Township ordinances.

Section 10. Aesthetics. The General Common Elements (and any Limited Common Elements that may be created) shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his/her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. It shall be the sole responsibility of each Co-Owner to take all steps necessary to prevent his/her Unit and any dwelling, improvements and/or structures

located within any Unit from becoming unsightly or unkempt or from falling into a state of disrepair so as to decrease the beauty of the Condominium Project. No lawn ornaments, sculptures or statues shall be placed or permitted to remain within any Unit without the prior written authorization of the Developer (during the Development and Sales Period) and the Board of Directors of the Association.

Section 11. Vehicles and Ancillary Structures. No mobile home, trailer, house or camping trailer, shack, tool storage shed, barn or other similar outbuilding or structure shall be placed within any Unit at any time, either temporarily or permanently. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises, either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Project except while making deliveries or pickups in the normal course of business.

Section 12. Advertising and Mailboxes. No commercial signs, except "for sale" signs of a normal and usual size, shape and material, which signs comply with any and all laws or ordinances, shall be erected or maintained within any Unit except with the prior written approval of the Board of Directors (and the Developer during the Development and Sales Period). The Developer reserves the right to impose additional conditions upon any builders and/or "successor developers" in connection with the resale of Units. If such authorization is given, the Board of Directors (and the Developer during the Development and Sales Period) reserves the right to restrict size, color and content of such signs. All property identification signs, mailboxes, delivery receptacles, yard lights and the like shall be of a standard color, size and style determined by the Board of Directors (and the Developer during the Development and Sales Period) and shall be erected only in areas designated by the Board of Directors (and the Developer during the Development and Sales Period).

Section 13. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. The subject of such rules and regulations shall include, without limitation, rules for the use of General Common Element open areas situated within the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors). Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners and all rules and regulations promulgated by the Board of Directors, including any rule or regulation adopted pursuant to Section 10 above, shall be consistent with the Ordinances of Superior Township and the conditions of approval of the Condominium Project imposed by the Township and any other governmental agency, including the Washtenaw County Drain Commissioner.

Section 14. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit (other than any dwelling constructed thereon) from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units as may be necessary to respond to emergencies. The Association may gain access in such manner as may be

reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

~~Section 15. Landscaping.~~ Upon the completion of a dwelling within a Unit, the Co-Owner shall, subject to all applicable municipal ordinances, ~~cause the Unit to be finish graded and sodded and/or suitably landscaped as soon after the completion as weather permits.~~ No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements (or any Limited Common Element that may be created) without the prior written approval of the Developer (during the Development and Sales Period) and the Association, in accordance with the requirements set forth in Section 3, above. All such landscaping in the Condominium shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, ~~landscaping, including finish grading and the laying of sod must be completed within ninety (90) days of closing, weather permitting.~~

Section 16. Use and Maintenance of Outdoor Areas. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the General Common Elements or any Limited Common Element that may be created.

Section 17. Co-owner Maintenance. Each Co-owner shall maintain his Unit in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Association (and the Developer during the Development and Sales Period), after reasonable written notice to a Co-owner, reserves for itself and its agents the right to enter upon any Unit (but not within a dwelling constructed thereon) for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which, in the opinion of the Developer and/or the Association, detracts from the overall beauty, setting and safety of the Condominium Project. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association (and the Developer during the Development and Sales Period) and its agents may likewise enter upon such land to remove any trash which has collected on any Unit (but not within a dwelling constructed thereon) without such entrance and removal being deemed a trespass. Each Co-Owner shall be required to remove any debris from the destruction, in whole or in part of any

dwelling or other structure within his or her Unit (but not within a dwelling constructed thereon) with all reasonable dispatch in order to preserve the sightly condition of the Condominium Project. The provisions of this Section 17 shall not be construed as an obligation on the part of the Association (or the Developer during the Development and Sales Period) to mow, clear, cut, prune or remove any debris from any Unit nor to provide garbage or trash removal services. In the event the Association (or the Developer during the Development and Sales Period) deem it necessary to take the actions necessary as provided for herein, the cost of such actions may be assessed against the Unit in accordance with the provisions set forth in Article II of these Bylaws, along with a reasonable administrative fee.

Section 18. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made within a Unit, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

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

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

Section 19. Fertilizer Use; Natural Area Setbacks from Ponds, Marshes and Surface Waters. No fertilizers may be used by the Co-owners which may, in the estimation of the Association acting through its Board of Directors, damage any wetlands which may be located within or bordering on the Project. The Association may ban fertilizers which may damage any such wetlands from use in the Project and may impose such restrictions on the use of fertilizers as are deemed necessary for the protection of such wetlands. In addition, no construction, paving, mowing, cutting or application of chemicals shall be permitted within the areas adjacent to ponds, marshes and surface waters, if any, designated as natural area setbacks on the Condominium Subdivision Plan.

Section 20. Non-Disturbance of Wetlands. Some of the land within the Condominium may be a "Wetland" which is protected by federal, state or local law. Under the applicable provisions of Part 303 of the Natural Resources and Environmental Protection Act, as amended by Public Act No. 59 of 1995, and any applicable Township of Superior ordinance, no disturbance of Wetlands will be permitted, including, without limitation, the installation of any landscaping or other improvements by Co-owners).

Section 21. Stockpiling and Storage Prohibited. The stockpiling and storage of building and landscaping materials and/or equipment shall not be permitted within any Unit or on any Common Element except if such materials and/or equipment may be used within a reasonable length of time, but in no event shall the storage of building or landscape materials extend for a period of more than thirty (30) days. This restriction shall not apply to the Developer or any builder the Developer may designate during the Development and Sales Period. All stockpiling shall be in accordance with Superior Township ordinances and all applicable state and federal laws.

Section 22. Improvements Over Easements. No dwellings, improvements or structures may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, such areas may be sodded and, with respect to easements across the front of Units, the driveway serving the Unit may be constructed across such easements. All other planting or improvements within a Unit of any type over or on said easements shall be allowed only upon prior written approval of the Board of Directors (and the Developer during the Development and Sales Period) and only so long as they do not interfere

with, obstruct, hinder or impair the drainage plan of the Condominium Project, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

Section 23. Swimming Pools. All above or inground swimming pools must be constructed and maintained in accordance with any and all Township ordinances.

Section 24. Driveways. All driveways and approaches shall be paved with concrete and shall be completed prior to occupancy, except to the extent prohibited by strikes or weather conditions, in which case the paving shall be completed within thirty (30) days of the termination of the strike or adverse weather.

ARTICLE VII MORTGAGES, MORTGAGE INSURERS AND MORTGAGE GUARANTORS

Section 1. Notice to Association. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

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

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

Section 4. Applicability to Mortgage Insurers and Guarantors. Any of the rights in the condominium document which are granted to first mortgagees shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a mortgagee, only one vote may be cast per mortgage as to the mortgage in question regardless of the number of mortgagees, assignees, insurers and guarantors interested in the mortgage.

Section 5. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a unit in which they have an interest, (b) any amendment affecting a change in the general common elements, or limited common element appurtenant to a unit in which they have an interest, (c) a material change in the voting rights or use of a unit in which they have an interest, (d) any proposed termination of the condominium,

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

ARTICLE IX MEETINGS

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

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

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

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

(e) any condemnation Or casualty loss which affects a material portion of the condominium or a unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII VOTING

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

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. ~~At and after the First Annual Meeting the Developer shall be~~ entitled to one vote for each Unit which it owns.

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

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

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

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

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

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

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

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

ARTICLE X ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units which may be created in the Project, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable except that if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI BOARD OF DIRECTORS

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

Section 2. Election of Directors.

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

(b) Appointment of Non developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, one of the five Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, two of five directors shall be elected by non-Developer co-owners. When the required number of conveyances has been reached, the Developer

shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

(1) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long the Units that remain to be created and conveyed equal at least 10% of all Units in the Project. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

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

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (2), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one Director as provided in subsection (1).

(4) At the First Annual Meeting, three Directors shall be elected for a term of two years and two Directors shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of two

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

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

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

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

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

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

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

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with Article VI, Section 13 of these Bylaws.

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

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

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

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

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

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

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

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

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

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

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

Section 15. Litigation Against the Developer. Notwithstanding any other provision of the Condominium Documents, the Board of Directors shall not commence any litigation against the Developer unless and until commencement of the litigation has been approved by an affirmative vote of seventy-five (75%) percent of all members of the Association in number and in value attained after a Special Meeting held specifically for the purpose of approving such action.

ARTICLE XII OFFICERS

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

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

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

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

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

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

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

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

ARTICLE XIII SEAL

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

ARTICLE XIV FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Directors or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them.

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

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

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

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

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

Section 7. Consistency with Township Ordinances and Conditions of Approval. No amendment to these Bylaws may be adopted that conflicts with Superior Township ordinances or conditions of approval of the Condominium Project by the Township or any other governmental entity, including the Washtenaw County Drain Commissioner.

ARTICLE XVII COMPLIANCE

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

ARTICLE XVIII DEFINITIONS

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

ARTICLE XIX REMEDIES FOR DEFAULT

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

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

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

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

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

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

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

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

ARTICLE XX ASSESSMENT OF FINES

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

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

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

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

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

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

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

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

(b) Second Violation. Seventy-Five Dollars (\$75.00) fine.

(c) Third Violation. One Hundred Dollars (\$100.00) fine.

(d) Fourth Violation and Subsequent Violations. One Hundred and Fifty Dollars (\$150.00) fine.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in Washtenaw County Records and the new schedule shall be effective upon recording.

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

ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or entities or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII SEVERABILITY

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

- Peggy -

COPY

**SECOND AMENDMENT TO MASTER DEED
OF
BROOKSIDE OF SUPERIOR TOWNSHIP**

**A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 343**

The Selective Group, Inc. a Michigan corporation, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 ("Developer"), being the Developer of BROOKSIDE OF SUPERIOR TOWNSHIP, a single family residential condominium project located in the Township of Superior, Washtenaw County, Michigan and established pursuant to the Master Deed thereof, recorded on September 21, 2000 in Liber 3969, Page 295, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 343 (the "Original Master Deed"), said Master Deed having been amended by the recording of a certain First Amendment to Master Deed (the "First Amendment") on October 27, 2000 at Liber 3976, Page 249, Washtenaw County Records, hereby further amends the Original Master Deed pursuant to the authority reserved in Articles VII and VII of the Original Master Deed to provide for the establishment of certain public utility easements necessary or beneficial to the development of the Project and to show the extent of the existing right-of-way of Geddes Road. Upon the recording of this Second Amendment to Master Deed ("Second Amendment") in the office of the Washtenaw County Register of Deeds, the Original Master Deed (including the Condominium By-Laws and the Condominium Subdivision Plan which are attached to the Original Master Deed as Exhibits "A" and "B", respectively), as amended by the First Amendment, will be amended, as follows:

1. Sheets 1, 4, 5 and 7 of the Condominium Subdivision Plan of Brookside of Superior Township (Exhibit "B" to the Original Master Deed) are superseded in their entirety by Sheets 1, 4, 5 and 7 of the First Amendment to the Condominium Subdivision Plan (which is attached hereto). Sheets 4 and 5 of the attached First Amendment to the Condominium Subdivision Plan more clearly depict the extent of the existing Geddes Road right-of-way. Sheet 7 of the attached First Amendment to the Condominium Subdivision Plan provides for the extension of 12-foot wide public utility easements across the south portions of Units 28 and 71 as shown on the aforesaid Sheet 7 and Developer shall have the right to grant easements for the installation, maintenance, repair and replacement of public utilities within the aforesaid easement areas (and all other proposed public utility easement areas shown on the Condominium Subdivision Plan) without the consent of any Co-owner, mortgagee or other person.

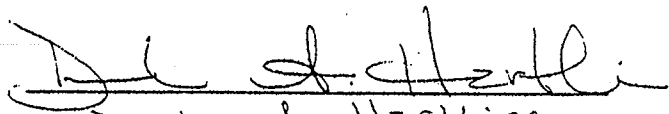
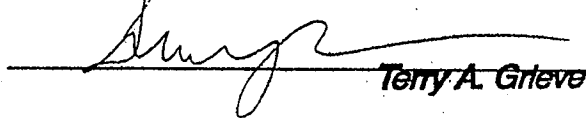
2. Except as set forth in this Second Amendment, the Original Master Deed (including the Condominium By-Laws and Condominium Subdivision Plan attached thereto), as amended by the First Amendment, is hereby ratified and confirmed.

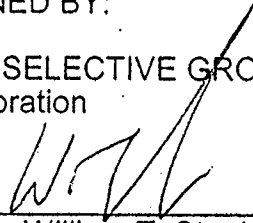
Dated this 28 day of February, 2001.

WITNESSES:

SIGNED BY:

THE SELECTIVE GROUP, INC., a Michigan corporation


Daya S. Hertzline

Terry A. Grieve

By: 
William T. Stapleton
Its: President

STATE OF MICHIGAN)
 : ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28 day of February, 2001, by William T. Stapleton, the President of THE SELECTIVE GROUP, INC., a Michigan corporation, on behalf of the corporation.

CASSANDRA L. HURLEY
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP. 08/15/2001

ACTING IN Oakland COUNTY


NOTARY PUBLIC
County of Oakland, State of Michigan
My Commission Expires:

DRAFTED BY AND WHEN RECORDED RETURN TO:

Dean J. Gould, Esq.
George W. Day, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
Second Floor, 121 West Long Lake Road
Bloomfield Hills, Michigan 48304-2719
(248) 642-0500

FIRST AMENDMENT TO
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 343
EXHIBIT "B" TO THE MASTER DEED OF
BROOKSIDE OF SUPERIOR TOWNSHIP
SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

SURVEYOR	ENGINEER	DEVELOPER
MILLETTS AND ASSOCIATES 40399 GRAND RIVER AVENUE SUITE 110 NOVI, MICHIGAN 48375-2123	SEIBER, KEAST AND ASSOCIATES, INC. 27655 MIDDLEBELT ROAD, SUITE 130 FARMINGTON HILLS, MICHIGAN 48334	THE SELECTIVE GROUP, INC. 27655 MIDDLEBELT ROAD, SUITE 130 FARMINGTON HILLS, MICHIGAN 48334

LEGAL DESCRIPTION:

A part of the North 1/2 of Section 34, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 34, thence South 87°49'18" West, 1923.20 feet, along the Northern line of said Section 34 and the centerline of Geddes Road, to the Point of Beginning; thence South 02°10'42" East, 602.00 feet; thence South 87°49'18" West, 180.00 feet; thence South 02°10'42" East, 120.00 feet; thence South 17°18'54" West, 50.40 feet; thence South 25°48'15" East, 117.00 feet; thence South 09°06'39" West, 117.00 feet; thence South 44°22'42" West, 105.92 feet; thence South 54°58'55" West, 59.02 feet; thence South 35°01'05" East, 203.09 feet; thence South 09°47'25" East, 71.16 feet; thence South 16°11'56" East, 240.00 feet; thence South 41°50'04" East, 91.48 feet; thence South 71°20'55" East, 120.00 feet; thence South 18°39'05" West, 186.00 feet; thence North 71°20'55" West, 12.25 feet; thence South 18°39'05" West, 120.31 feet, to the Northern boundary of "Woodland Acres Sub. No. 9", as recorded in Liber 21 of Plats, on Pages 78, 79 and 80 of Washtenaw County Records; thence the following courses along the Northern boundary of said "Woodland Acres Sub. No. 9": North 70°49'33" West, 166.92 feet; and North 62°59'14" West, 114.49 feet; and North 55°53'08" West, 112.33 feet; and North 30°18'10" West, 89.19 feet; and North 06°31'11" West, 246.60 feet; and North 22°48'16" West, 95.46 feet; and North 35°01'05" West, 189.43 feet; and North 66°50'09" West, 420.67 feet; and 41.09 feet along a curve to the left, said curve having a radius of 266.00 feet, a central angle of 08°51'00", and a chord bearing and distance of South 36°14'11" West, 41.05 feet, along the Northern boundary of said "Woodland Acres Sub. No. 9", to the Northeast corner of Lot 931 of "Woodland Acres Sub. No. 11", as recorded in Liber 27 of Plats, on Pages 20, 21, 22 and 23 of Washtenaw County Records; thence North 66°50'09" West, 129.68 feet, along the Northern boundary of said "Woodland Acres Sub. No. 11"; thence South 23°09'51" West, 80.00 feet, along the Northern boundary of said "Woodland Acres Sub. No. 11"; thence North 66°50'09" West, 328.37 feet, along the Northern boundary of said "Woodland Acres Sub. No. 11" and an extension thereof; thence North 23°09'51" East, 204.59 feet; thence North 87°35'20" East, 89.26 feet; thence North 02°24'40" West, 750.00 feet, to the North line of said Section 34 and the centerline of said Geddes Road; thence North 87°35'20" East, 558.26 feet, along the North line of said Section 34 and the centerline of said Geddes Road, to the North 1/4 Corner of said Section 34; thence North 87°49'18" East, 736.33 feet, along the North line of said Section 34 and the centerline of said Geddes Road, to the Point of Beginning. All of the above being subject to the rights of the public in Geddes Road. All of the above containing 37.925 Acres. All of the above being subject to easements, restrictions, and rights-of-ways of record.

NOTE:
THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED, DATED NOVEMBER 21, 2000. THESE SHEETS, WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

INDEX

TITLE PAGE DESCRIPTIONS	
1.	COMPOSITE PLAN
2.	SURVEY PLAN
3.	SITE PLAN - UNITS 1 - 10, 38 - 46
4.	SITE PLAN - UNITS 11 - 20, 33 - 37
5.	SITE PLAN - UNITS 21 - 24, 30 - 32
6.	SITE PLAN - UNITS 25 - 28, 67 - 71
7.	SITE PLAN - UNITS 29 - 32, 68 - 72
8.	SITE PLAN - UNITS 33 - 36, 73 - 76
9.	SITE PLAN - UNITS 37 - 40, 77 - 80
10.	SITE PLAN - UNITS 41 - 44, 81 - 84
11.	SITE PLAN - UNITS 45 - 48, 85 - 88
12.	UTILITY PLAN - PHASE I (NORTH)
13.	UTILITY PLAN - PHASE I (SOUTH)
14.	UTILITY PLAN - PHASE I (SOUTH)

PROPOSED DATED
02-01-2001

BROOKSIDE OF SUPERIOR TOWNSHIP

TITLE PAGE

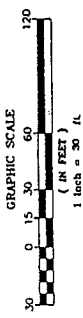
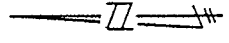
SEIBER, KEAST & ASSOCIATES, INC. CONSULTING ENGINEERS	1 of 14
--	---------------

N 87°49'18" E
SEC. 34, T.25, R.7E.
1923.20' L.C.R.C. 1.77.265

NORTH LINE OF SECTION 34 AND CENTERLINE OF CEDDES ROAD

N 87°49'18" E
736.33'

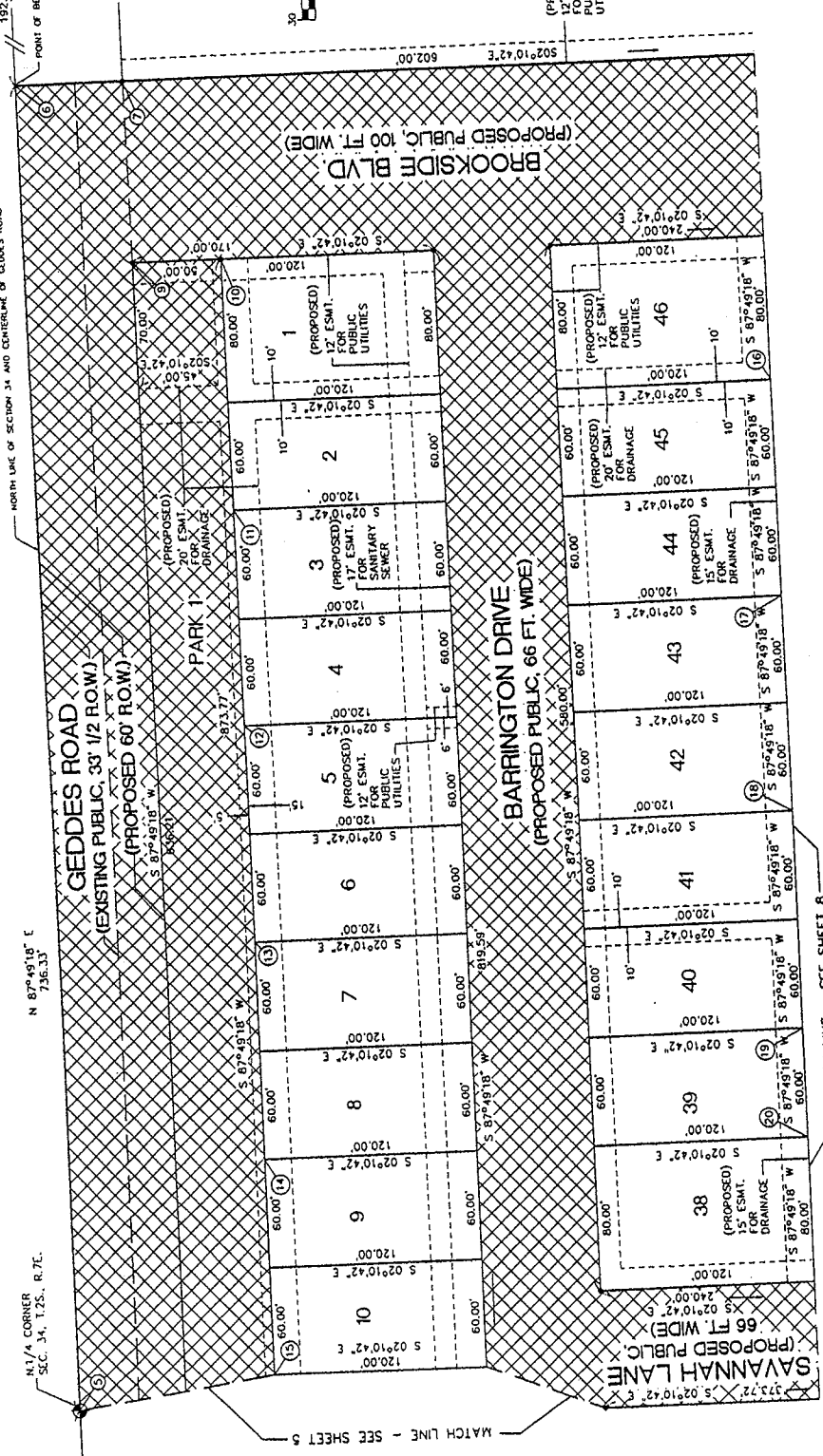
N 1/4 CORNER
SEC. 34, T.25, R.7E.



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

(PROPOSED)
12" ESM.
FOR
PUBLIC
UTILITIES

#	NORTHING	EASTING
1	5111.7377	7653.6603
2	5135.7245	8395.4931
3	5215.6129	9011.2027
4	5275.9670	9791.8356
5	5306.0032	8293.7353
6	5020.6920	8153.6374
7	5016.9710	8033.9741
8	5016.9710	8163.6580
9	5006.9990	7794.0976
10	5002.4380	7674.1843
11	4717.1836	8225.4246
12	4712.6726	8105.5113
13	4702.0616	8085.5569
14	4702.0616	7865.6547
15	4700.2201	7865.7281



NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.



PROPOSED DATE: 02-01-2001

BROOKSIDE OF SUPERIOR TOWNSHIP

SITE PLAN - UNITS 1 - 10, 38 - 46

Shasha L. P.
MARK A. YOUNG
ENGINEER NO. 21841

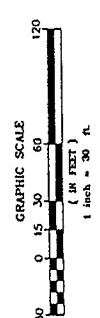
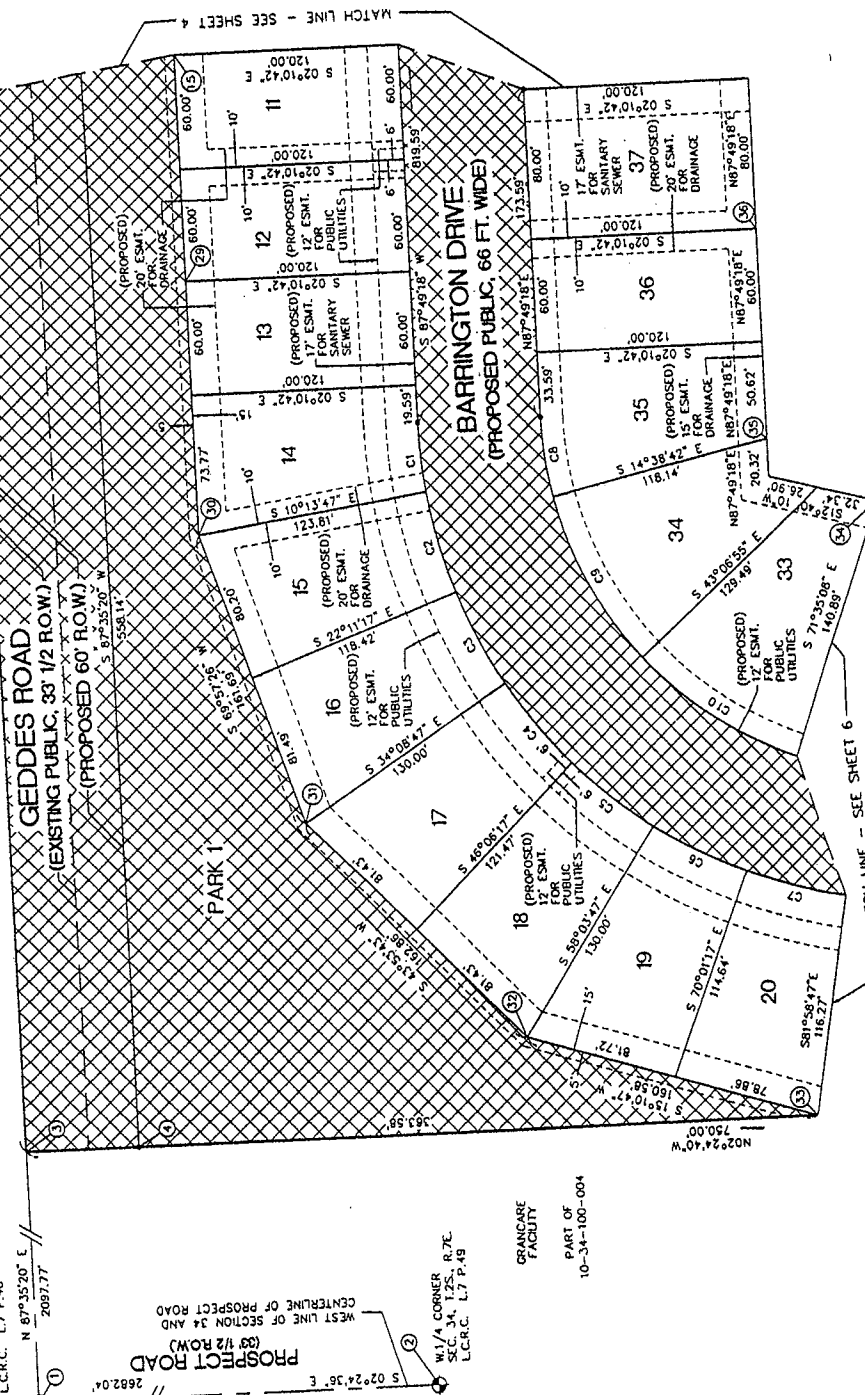
SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303-733-1100
FAX: 303-733-1101



SHEET 4 OF 14

N 1/4 CORNER
SEC. 34, T.25S., R.7E.

N.W. CORNER
SEC. 34, T.25S., R.7E.
LC.R.C. L7 P.48
N 87°35'20" E 2097.77'
2682.04'



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHTENAW COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
- LIMITED COMMON ELEMENT.

1	NORTHING	EASTING
1	5000.0000	5000.0000
2	2220.3372	5117.7799
3	5008.2519	7095.9178
4	5078.3051	7098.4370
5	5007.4360	7674.1843
6	4992.8770	7254.2710
7	4937.3776	7268.6966
8	4820.0159	7115.1336
9	4679.1518	7436.0581
10	4688.4758	7469.3533
11	4692.6303	7579.8914

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG.
1	36.96	263.00	11°57'30"	583°47'46"W	36.93
2	54.89	263.00	11°57'30"	573°47'28"W	54.79
3	54.89	263.00	11°57'30"	561°45'58"W	54.79
4	54.89	263.00	11°57'30"	549°52'28"W	54.79
5	54.89	263.00	11°57'30"	537°54'58"W	54.79
6	54.89	263.00	11°57'30"	525°55'28"W	54.79
7	54.89	263.00	11°57'30"	513°55'58"W	54.79
8	42.86	197.00	12°28'01"	581°35'18"W	42.78
9	97.89	197.00	28°28'13"	581°07'11"W	96.89
10	97.89	197.00	28°28'13"	531°36'58"W	96.89

PROPOSED DATE
02-01-2001

BROOKSIDE OF SUPERIOR TOWNSHIP

SITE PLAN - UNITS 11 - 20, 33 - 37

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
STATE OF MICHIGAN
NO. 2788

5 of 14

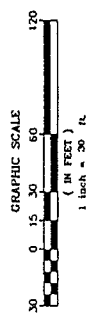
NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION. ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

① DENOTES COORDINATE POINT NUMBER.

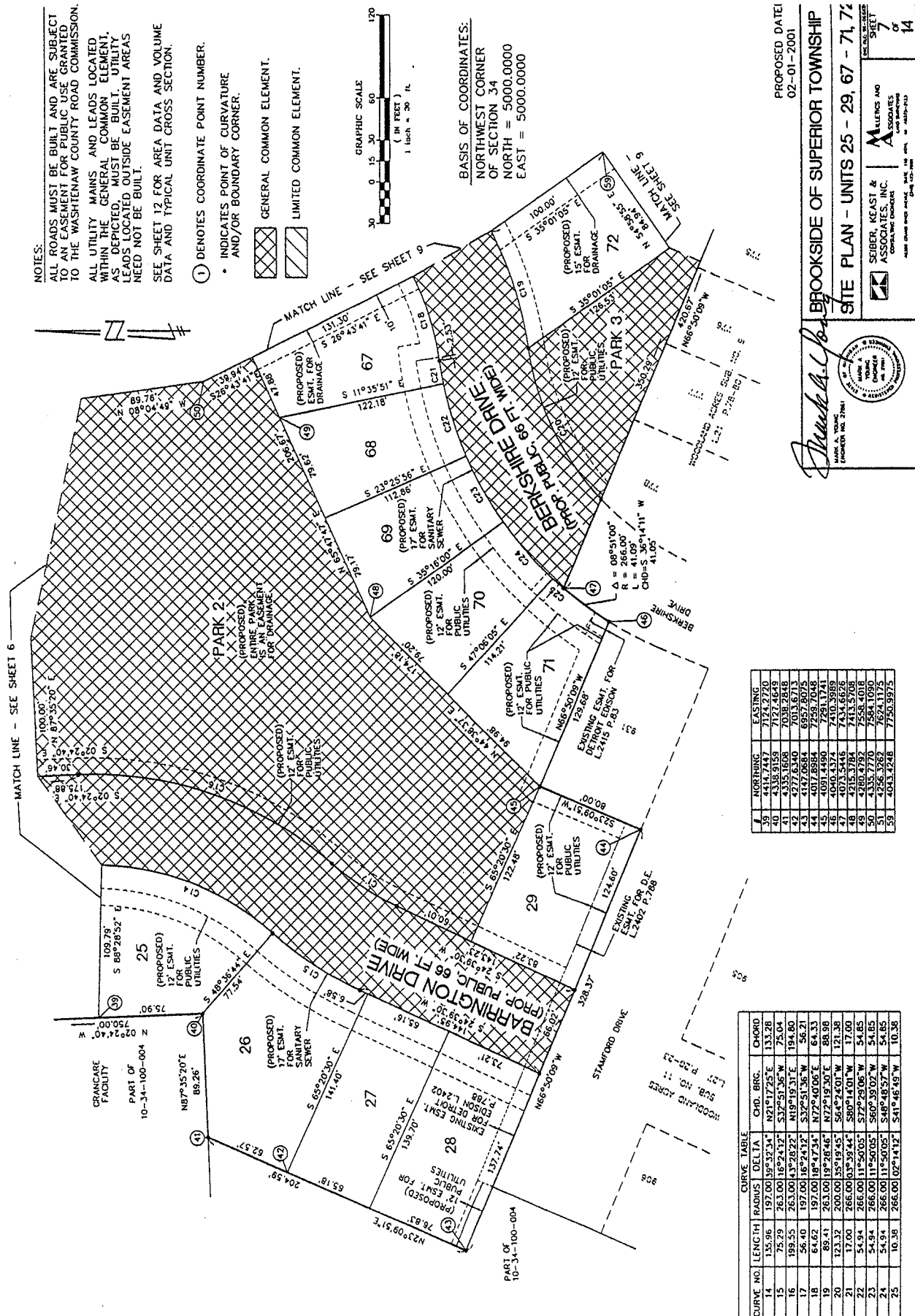
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.

LIMITED COMMON ELEMENT.



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000



CHORD	NORTHING	EASTING
39	4414.7447	7124.2720
40	4338.9158	7121.4649
41	4335.1608	7038.2848
42	4277.8340	7033.6713
43	4207.8884	6956.7048
44	4081.4490	6791.1741
45	4040.4374	7410.3589
46	4073.5446	7434.6628
47	4215.1784	7413.3708
48	4335.7770	7284.1090
49	4226.3782	7624.1175
50	4243.4248	7750.9975

CURVE NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
1	115.96	197.00	39°32'34"	N21°17'25"E	131.28
2	135.96	261.00	18°24'12"	S37°31'36"W	235.69
3	169.55	261.00	43°28'22"	N19°19'31"E	104.80
4	169.55	197.00	18°24'12"	S52°31'36"W	56.21
5	84.40	197.00	18°24'12"	N72°00'0"E	64.33
6	84.40	261.00	18°24'12"	N72°00'0"E	88.98
7	123.37	261.00	39°32'34"	S21°17'25"E	121.38
8	170.00	266.00	11°50'05"	S72°23'06"W	54.85
9	54.94	266.00	11°50'05"	S69°30'07"W	54.85
10	54.94	266.00	11°50'05"	S48°48'57"W	54.85
11	10.38	266.00	02°14'12"	S41°48'45"W	10.38

PROPOSED DATE
02-01-2001

BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 25 - 29, 67 - 71, 72

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
STATE OF MINNESOTA



Mark A. Young
ENGINEER NO. 12345

14



Peggy M. Haines - Washtenaw Co. DMAAM

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Page: 1 of 23
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L-4108 P-697

- Copy -
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**THIRD AMENDMENT TO MASTER DEED
OF
BROOKSIDE OF SUPERIOR TOWNSHIP**

**A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 343**

Selective - Delaware, L.L.C., a Delaware limited liability company, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 ("Developer"), being the Developer of BROOKSIDE OF SUPERIOR TOWNSHIP, a single family residential condominium project located in the Township of Superior, Washtenaw County, Michigan and established pursuant to the Master Deed thereof, recorded on September 21, 2000 in Liber 3969, Page 295, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 343 (the "Original Master Deed"), said Master Deed having been amended by the recording of a certain First Amendment to Master Deed (the "First Amendment") on October 27, 2000 at Liber 3976, Page 249, Washtenaw County Records, and the recording of a Second Amendment to Master Deed (the "Second Amendment") on March 2, 2001 at Liber 3998, Page 916, Washtenaw County Records, hereby further amends the Original Master Deed pursuant to the authority reserved in Article X of the Original Master Deed and in accordance with Section 32 of the Michigan Condominium Act (being MCLA §559.132) for the purpose of expanding the Condominium Project from one hundred and eleven (111) units to two hundred and forty-one (241) units by the addition of land described in paragraph 1 below. (Selective - Delaware, L.L.C. has accepted and been assigned all of the rights of the Developer of Brookside of Superior Township pursuant to an Assignment of Developer's Rights dated March 5, 2001 from The Selective Group, Inc.; said Assignment of Developer's Rights having been recorded in Liber 4004, Page 724, Washtenaw County Records.) Upon the recording of this Third Amendment to Master Deed ("Third Amendment") in the office of the Washtenaw County Register of Deeds, the Original Master Deed (including the Condominium By-Laws and the Condominium Subdivision Plan which are attached to the Original Master Deed as Exhibits "A" and "B", respectively), as amended by the First Amendment and Second Amendment, will be amended, as follows:

1. The following land shall be added to the Condominium Project by this Third Amendment:

Land located in Superior Township, Washtenaw County, Michigan and legally described as follows:

A part of the Northwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of Section 34, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 34, thence South 01°45'52" East, 563.44 feet, along the East line of said Section 34 and the centerline of Harris Road to the POINT OF BEGINNING; thence continuing South 01°45'52" East, 1248.26 feet, along the East line of said Section 34 and the centerline of said Harris Road; thence South 88°14'08" West, 540.00 feet; thence South 49°56'53" West, 220.00 feet; thence South 40°03'01" East, 409.02 feet, to the Northerly right-of-way of MacArthur Blvd.; thence South 46°32'15" West, 676.85 feet, along the Northerly right-of-way of said MacArthur Blvd., to the Northeasterly corner of Lot 561 of "Woodland Acres Sub. No. 7", as recorded in Liber 21 of Plats, on Pages 29 and 30, Washtenaw County Records; thence North 40°04'24" West, 648.18 feet, along the Northerly boundary of said "Woodland Acres Sub. No. 7"; thence North 71°20'55" West, 400.99 feet, along the Northerly boundary of said "Woodland Acres Sub. No. 7", to the Northeasterly corner of Lot 755 of "Woodland Acres Sub. No. 9", as recorded in Liber 21 of Plats, on Pages 78, 79 and 80, Washtenaw County Records; thence North 70°49'33" West, 255.00 feet, along the Northerly boundary of said "Woodland Acres Sub. No. 9", to the Northwesterly corner of Lot 758 of said "Woodland Acres Sub. No. 9"; thence North 18°39'05" East, 120.31 feet, along the easterly line of "Brookside of Superior Township", Washtenaw County Condominium Subdivision Plan No. 343, as recorded in Liber 3969, Page 295, Washtenaw County Records, as amended to date ("Phase 1"); thence South 71°20'55" East 12.25 feet, along the easterly line of Phase 1 of "Brookside of Superior Township"; thence North 18°39'05" East, 186.00 feet, along the easterly line of Phase 1 of "Brookside of Superior Township"; thence North 71°20'55" West, 120.00 feet, along the easterly line of Phase 1 of "Brookside of Superior Township"; thence North 41°50'04" West, 91.48 feet, along the easterly line of Phase 1 of "Brookside of Superior Township"; thence North 16°11'56" West, 200.57 feet, along the easterly line of Phase 1 of "Brookside of Superior Township"; thence North 07°21'56" East, 115.62 feet; thence North 38°47'37" East, 117.00 feet; thence North 73°42'32" East, 117.00 feet; thence South 71°22'33" East, 117.00 feet; thence North 85°01'13" East, 104.55 feet; thence South 09°31'27" East, 325.00 feet; thence North 80°28'33" East, 120.00 feet; thence North 09°31'27" West, 5.54 feet; thence North 80°28'33" East, 186.00 feet; thence North 09°31'27" West 247.47 feet; thence North 11°14'56" East, 119.17 feet; thence South 86°06'09" East, 71.79 feet; thence South 78°41'40" East, 118.41 feet; thence North 82°46'44" East, 52.63 feet; thence South 66°24'39" East, 107.45 feet; thence South 66°07'19" East, 65.39 feet; thence South 70°29'10" East, 112.19 feet; thence South 62°57'23" East, 85.08 feet; thence South 40°03'07" East, 240.49 feet; thence North 49°56'53" East, 120.00 feet; thence North 40°03'07" West, 40.00 feet; thence North 49°56'53" East, 144.21 feet; thence North 44°42'25" East, 41.97 feet; thence North

06°04'18" East, 48.26 feet; thence North 01°45'52" West, 442.03 feet; thence North 88°14'08" East, 6.57 feet; thence North 01°45'52" West, 80.00 feet; thence North 88°14'08" East, 299.43 feet; thence North 01°45'52" West, 123.56 feet; thence North 88°14'08" East, 73.00 feet, to the centerline of said Harris Road and the point of beginning. All of the above containing 46.183 acres. All of the above being subject to the rights of the public in Harris Road. All of the above being subject to easements, restrictions and right-of-ways of record.

Tax Parcel No. 10-34-100-006 007

One hundred and thirty (130) additional Units (the "Additional Units") are hereby established upon the land hereby added to the Condominium as shown on Replat No. 1 to the Condominium Subdivision Plan attached hereto. The Condominium shall contain two hundred and forty-one (241) Units with the recording of this Third Amendment.

2. The percentage of value assigned to each Unit, including each Additional Unit located on the land added to the Condominium Project by this Third Amendment, shall be equal. The percentage of value assigned to the 111 Units initially included in the Condominium Project pursuant to the Original Master Deed shall be adjusted to the extent necessary to provide for the allocation of percentage of value to the Additional Units in accordance with this provision.

3. Article IV of the Master Deed is hereby amended to add the following paragraph (n) to Section 1 of Article IV of the Master Deed (captioned "General Common Elements):

(n) The General Common Elements shall include the nature trail/walking path made of wood chips to be installed within the park identified on the attached Replat No. 1 to the Condominium Subdivision Plan as "South Bridgewater Park."

4. Sheets 1, 2, 3 and 12 of the Condominium Subdivision Plan of Brookside of Superior Township (Exhibit "B" to the Original Master Deed) are superseded in their entirety by Sheets 1, 2, 3 and 12 of Replat No. 1 (which is attached hereto) and Sheets 15 through 25, both inclusive, of Replat No. 1 are hereby added to and incorporated into the Condominium Subdivision Plan of Brookside of Superior Township. The legal description contained on amended Sheet 1 of Replat No. 1 shall replace and supersede the description of the Condominium Project contained in Article II of the Original Master Deed.

5. Exhibit "C" to the Original Master Deed, which comprised the Storm Water System Maintenance Plan for Phase 1, is hereby expanded to include the Storm Water System Maintenance Plan for Phase 2; said document being attached hereto and labeled Exhibit "C-1". The Storm Water Drainage System Maintenance Plan described in Article VII, Section 10 of the Original Master Deed shall include the Storm Water System Maintenance Plans for both Phases 1 and 2 and both Storm Water System Maintenance Plans are incorporated into the Master Deed.

6. Except as set forth in this Third Amendment, the Original Master Deed (including the Condominium By-Laws and Condominium Subdivision Plan attached thereto), as amended by the First Amendment and Second Amendment, is hereby ratified and confirmed.

Dated this 27th day of February, 2002.

WITNESSES:

SIGNED BY:

SELECTIVE DELAWARE, L.L.C., a Delaware limited liability company

By: Centex Homes, a Nevada general partnership, its Sole Member

By: Centex Real Estate Corporation, a Nevada corporation, Managing Partner

By: W. T. Stapleton
William T. Stapleton
Its: Division President

David Darkowski
David Darkowski
D. MacEachern
D. MacEachern

STATE OF MICHIGAN)
: ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 27th day of February, 2002, by William T. Stapleton, the Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing Partner of Centex Homes, a Nevada general partnership, the Sole Member of SELECTIVE - DELAWARE, L.L.C., a Michigan limited liability company, on behalf of the company.

D. MacEachern
NOTARY PUBLIC
County of Oakland, State of Michigan
My Commission Expires:

DRAFTED BY AND WHEN RECORDED RETURN TO:

D. MACEACHERN
Notary Public, Oakland County, MI
My Commission Expires Nov. 22, 2005

Dean J. Gould, Esq.
George W. Day, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
Second Floor, 121 West Long Lake Road
Bloomfield Hills, Michigan 48304-2719
(248) 642-0500

F:\DOC\GEORGE\CONDOS\BROOKSIDE\THIRD AMD TO MD.wpd
February 26, 2002

WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 343
EXHIBIT "B" TO THE MASTER DEED OF

BROOKSIDE OF SUPERIOR TOWNSHIP

SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

SURVEYOR

MILLETICS AND ASSOCIATES, L.L.C.
40399 GRAND RIVER AVENUE
SUITE 110
NOVI, MICHIGAN 48375-2123

ENGINEER

SEIBER, KEAST AND ASSOCIATES, INC.
40399 GRAND RIVER AVENUE
SUITE 110
NOVI, MICHIGAN 48375-2123

DEVELOPER:

SELECTIVE-DELEWARE, L.L.C.
27655 MIDDLEBELT ROAD, SUITE 130
FARMINGTON HILLS, MICHIGAN 48334

LEGAL DESCRIPTION:

[illegible]

part of the Northwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of Section 34, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan; more particularly described as commencing at the northeast corner of said Section 34, thence South 01°45'52" East, 563.44 feet, along the East line of said Section 34 and the centerline of Harris

Road to the Point of Beginning; thence South 09°45'52" East, 1749x26 feet, along the East line of said Section 3X and the centerline of said Harris Road; thence South 88°01'40" West, 540.00 feet; thence South 49°56'33" West, 220.00 feet; thence South 34°01'01" East, 409.02 feet; to the Northern right-of-way of MacArthur Blvd.; thence South 46°32'15" West, 676.85 feet, along the Northernly right-of-way of said MacArthur Blvd., to the Northwestern corner of Lot 561 of "Woodland Acres Sub. No. 7", as recorded in Liber 21 of Plats, on Pages 29 and 30, Washington County Records; thence North 40°04'24" East, 648.18 feet, along the Northernly boundary of said Lot 561, to the Northernly corner of said Lot 561; thence North 71°20'55" West, 409.99 feet, along the Northernly boundary of said "Woodland Acres Sub. No. 7"; to the Northernly corner of Lot 755 of "Woodland Acres Sub. No. 9", as recorded in Liber 21 of Plats, on Pages 78, 79 and 80, Washington County Records; thence North 70°49'33" West, 255.00 feet, along the Northernly boundary of said "Woodland Acres Sub. No. 9", to the Northwestern corner of Lot 758 of said "Woodland Acres Sub. No. 9"; thence North 18°39'05" East, 120.31 feet, along the easterly line of "Brookside of Superior Township" Condominium, Washington County Records, 1-31-83, recorded in Liber 3883, page 295, as amended, Washington County said subdivision; thence North 1°17'05" East, 112.25 feet, along the easterly line of Phase 1 of said "Brookside of Superior Township" Condominium; thence North 71°20'55" East, 186.00 feet, along easterly line of Phase 1 of said "Brookside of Superior Township" Condominium; thence North 71°20'55" East, 186.00 feet, along easterly line of Phase 1 of said "Brookside of Superior Township" Condominium; thence North 71°20'55" East, 186.00 feet, along easterly line of Phase 1 of said "Brookside of Superior Township" Condominium; thence North 16°11'58" West, 200.57 feet, along easterly line of said "Brookside of Superior Township" Condominium; thence North 07°29'56" East, 117.00 feet, along the easterly line of said "Brookside of Superior Township" Condominium; thence North 73°42'32" East, 117.00 feet, along the easterly line of said "Brookside of Superior Township" Condominium; thence North 71°22'33" East, 117.00 feet, along the easterly line of said "Brookside of Superior Township" Condominium; thence North 85°09'13" East, 104.95 feet, along the easterly line of said "Brookside of Superior Township" Condominium; thence North 09°31'27" East, 325.00 feet; thence North 80°28'33" East, 120.00 feet; thence North 09°31'27" East, 5.54 feet; thence North 80°28'33" East, 186.00 feet; thence North 09°31'27" East, 247.47 feet, along the centerline of said Harris Road and the point of beginning. All of the above being subject to the rights of way above being subject to the easements, restrictions and right-of-ways of record.

NOTE:

THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED, DATED NOVEMBER 19, 2001. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

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5.	SITE PLAN - UNITS 21 - 24, 30 - 32	
6.	SITE PLAN - UNITS 25 - 27, 67 - 71	
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8.	SITE PLAN - UNITS 64 - 66, 73 - 76, 101 - 111	
9.	SITE PLAN - UNITS 77 - 81, 95 - 100	
10.	SITE PLAN - UNITS 82 - 94	
11.	SITE PLAN - PHASE I (NORTH)	
12.	SITE PLAN - PHASE I (SOUTH)	
13.	UTILITY PLAN - UNITS 112 - 122, 206 - 207, 235 - 241	
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20.	SITE PLAN - UNITS 188 - 198	
21.	SITE PLAN - UNITS 199 - 204	
22.	SITE PLAN - UNITS 205 - 233 - 234	
23.	UTILITY PLAN - PHASE II	
24.	UTILITY PLAN - PHASE II	
25.	UTILITY PLAN - PHASE II	

PROPOSED DATED
11-19-2001

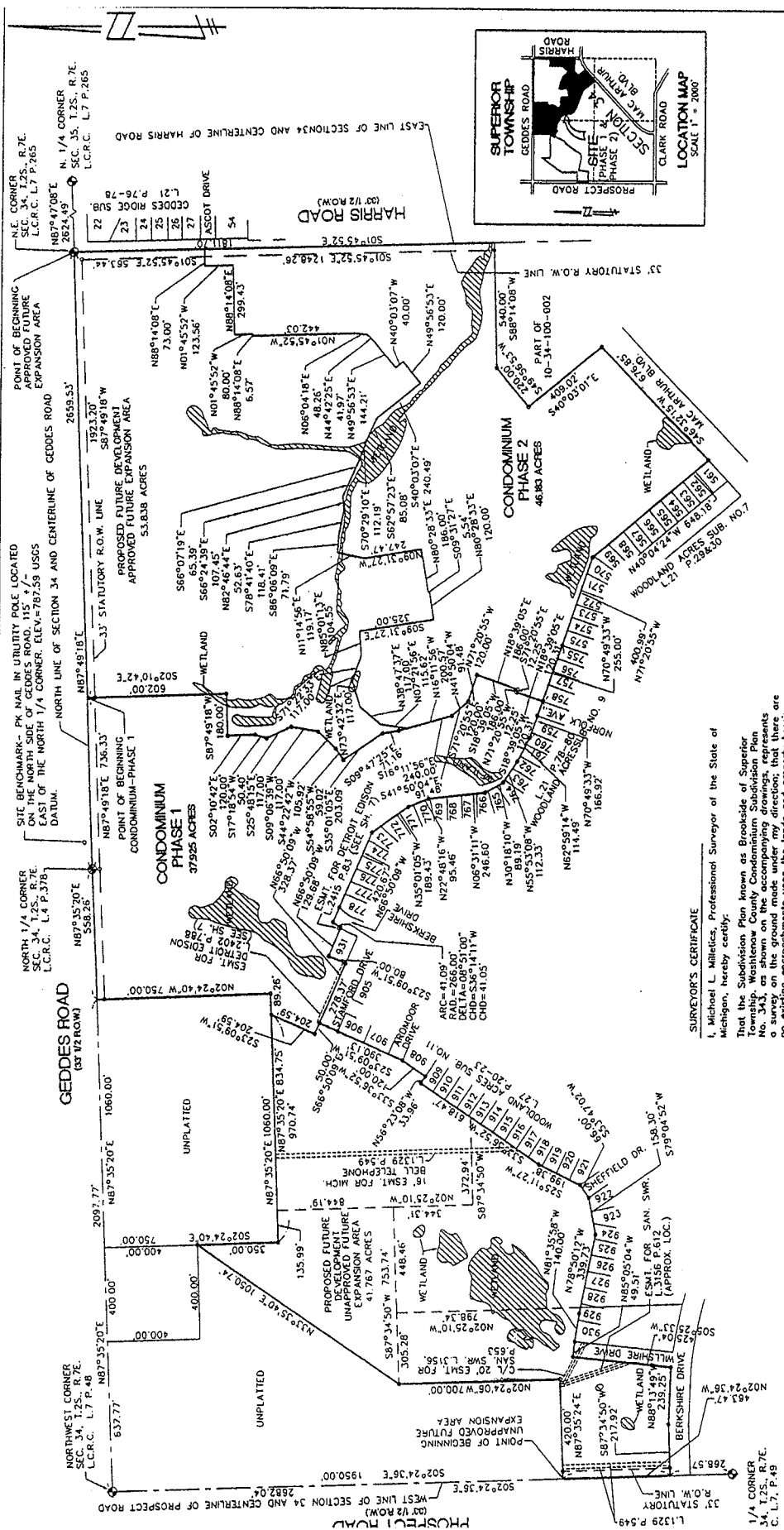
BROOKSIDE OF SUPERIOR TOWNSHIP

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SEIBER, KEAST &
ASSOCIATES, INC.
CONCRETE SPECIALISTS

25 of



PROPOSED DATED
11-19-2001

SURVEY PLAN

BROOKSIDE OF SUPERIOR TOWNSHIP

SEBBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
No. 29249

DATE
3-25-02

DATE
3-25-02

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

LOCATION MAP
SCALE 1" = 200'

SECTION 34
SECTION 35
SECTION 36
SECTION 37

CLARK ROAD
GEDES ROAD
STATUTORY ROAD

CONDOMINIUM PHASE 1
CONDOMINIUM PHASE 2

POINT OF BEGINNING
POINT OF ENDING

PROPOSED FUTURE DEVELOPMENT
UNAPPROVED FUTURE DEVELOPMENT

AREA CALCULATIONS
37.925 ACRES
46.883 ACRES
3.25 ACRES

BEARINGS AND DISTANCES
N87°49'18"E 150.00'
S87°49'18"E 150.00'
N87°49'18"E 150.00'
S87°49'18"E 150.00'

SURVEYOR'S CERTIFICATE

I, Michael L. Millett, Professional Surveyor of the State of Michigan, hereby certify:

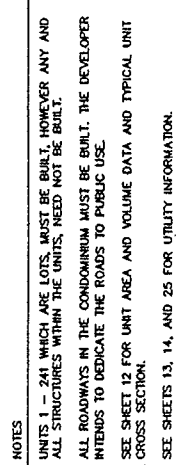
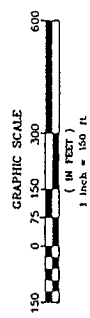
That the Subdivision Plan known as Brookside of Superior Township, Michigan, is a true and correct copy of the original as shown on the ground made under my direction; that there are no existing encroachments upon the lands and property herein described;

That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended;

That the accuracy of this survey is within the limits required by the Public Acts of 1978, as amended;

That the bearings as shown are noted on Survey Plan as required by the rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended.

Michael L. Millett, Professional Surveyor
Registration Number 29249
Millett and Associates, L.L.C.
40399 Grand River Avenue, Suite 110
Novi, Michigan 48375-2123

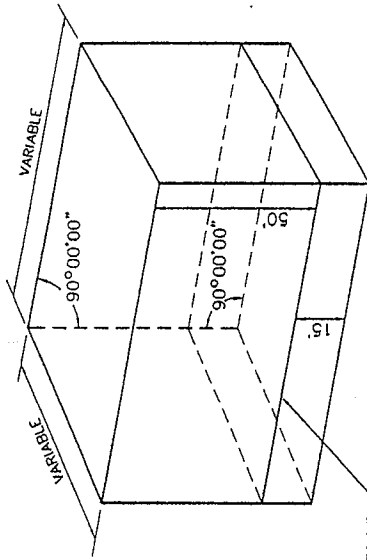


UNIT AREA TABLE

UNIT NO.	UNIT AREA (SQ.FT.)	UNIT NO.	UNIT AREA (SQ.FT.)	UNIT NO.	UNIT AREA (SQ.FT.)	UNIT NO.	UNIT AREA (SQ.FT.)
1	9,600	62	7,200	123	9,692	184	7,200
2	7,200	63	9,478	124	10,064	185	9,600
3	7,200	64	7,680	125	9,453	186	7,200
4	7,200	65	7,237	126	9,200	187	7,903
5	7,200	66	8,749	127	9,200	188	7,931
6	7,200	67	8,272	128	9,200	189	7,200
7	7,200	68	7,773	129	7,245	190	7,200
8	7,200	69	7,689	130	9,621	191	9,311
9	7,200	70	7,742	131	9,824	192	8,395
10	7,200	71	8,609	132	9,784	193	8,263
11	7,200	72	9,395	133	9,168	194	9,267
12	7,200	73	9,627	134	9,168	195	10,956
13	7,200	74	7,200	135	9,168	196	11,724
14	7,200	75	7,200	136	9,168	197	10,377
15	7,200	76	7,200	137	9,168	198	12,352
16	7,200	77	7,200	138	9,128	199	12,714
17	7,200	78	7,200	139	8,376	200	11,955
18	7,200	79	7,200	140	8,376	201	12,392
19	7,200	80	7,200	141	8,376	202	8,140
20	7,200	81	7,200	142	8,376	203	9,600
21	7,200	82	7,200	143	8,376	204	13,519
22	7,200	83	7,200	144	8,376	205	12,616
23	7,200	84	7,200	145	8,213	206	10,700
24	7,200	85	7,200	146	8,081	207	7,905
25	7,200	86	7,200	147	7,320	208	10,100
26	7,200	87	7,200	148	9,760	209	7,979
27	7,200	88	7,200	149	7,800	210	7,800
28	7,200	89	7,200	150	7,200	211	7,800
29	7,200	90	7,200	151	7,200	212	7,800
30	7,200	91	7,200	152	7,200	213	7,800
31	7,200	92	7,200	153	7,200	214	9,481
32	7,200	93	7,200	154	7,200	215	8,951
33	7,200	94	7,200	155	7,200	216	10,545
34	7,200	95	7,200	156	7,200	217	10,532
35	7,200	96	7,200	157	7,471	218	8,689
36	7,200	97	7,200	158	7,632	219	9,168
37	7,200	98	7,200	159	7,822	220	9,168
38	7,200	99	7,200	160	8,254	221	9,168
39	7,200	100	7,200	161	8,254	222	9,168
40	7,200	101	7,200	162	7,200	223	9,116
41	7,200	102	7,200	163	7,200	224	8,385
42	7,200	103	7,200	164	7,200	225	9,011
43	7,200	104	7,200	165	7,200	226	10,485
44	7,200	105	7,200	166	7,200	227	10,581
45	7,200	106	7,200	167	9,000	228	8,945
46	7,200	107	7,200	168	9,000	229	8,674
47	7,200	108	7,200	169	9,074	230	7,200
48	7,200	109	7,200	170	9,600	231	8,025
49	7,200	110	7,200	171	7,200	232	9,000
50	7,200	111	7,200	172	7,200	233	9,740
51	7,200	112	7,200	173	7,200	234	10,135
52	7,200	113	7,200	174	7,200	235	9,478
53	7,200	114	7,200	175	7,402	236	7,200
54	7,200	115	7,200	176	8,188	237	7,200
55	7,200	116	7,200	177	7,358	238	7,200
56	7,200	117	7,200	178	9,384	239	7,200
57	7,200	118	7,200	179	9,600	240	7,200
58	7,200	119	7,200	180	7,200	241	7,200
59	7,200	120	7,200	181	7,200		
60	7,200	121	7,200	182	7,200		
61	7,200	122	7,200	183	7,200		

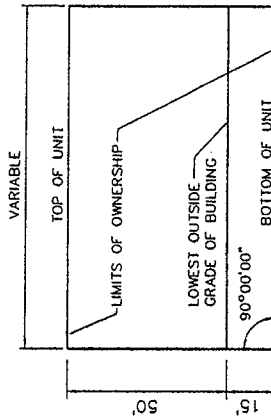
PARK AREA TABLE

PARK	PARK AREA (SQ.FT.)
PARK 1	87,003
PARK 2	144,250
PARK 3	59,846
PARK 4	15,642
PARK 5	2,851
BARRINGTON	31,289
N.HAMILTON	52,556
N.SAVANNAH	13,752
N.SAVANNAH	83,221
N.WARWICK	69,590
S.WARWICK	71,361
PRESTON	16,668
S.BRIDGE WATER	48,548
WENHAM	56,277



TYPICAL UNIT VOLUME

LOWEST OUTSIDE
GRADE OF BUILDING
(PER MASTER GRADING PLAN OF
APPROVED ENGINEERING PLANS)



TYPICAL UNIT CROSS SECTION

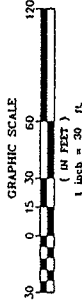
NOTE: THE TOP AND BOTTOM
LIMITS OF OWNERSHIP ARE
PARALLEL TO EACH OTHER AND
ARE PERPENDICULAR TO THE
VERTICAL LIMITS.

PROPOSED DATE
11-19-2001

BROOKSIDE OF SUPERIOR TOWNSHIP

AREA AND VOLUME DATA

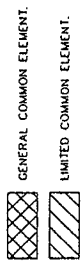
SEBER, KEAST &
ASSOCIATES, INC.
LAND SURVEYORS
INCORPORATED
1997
12
25



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

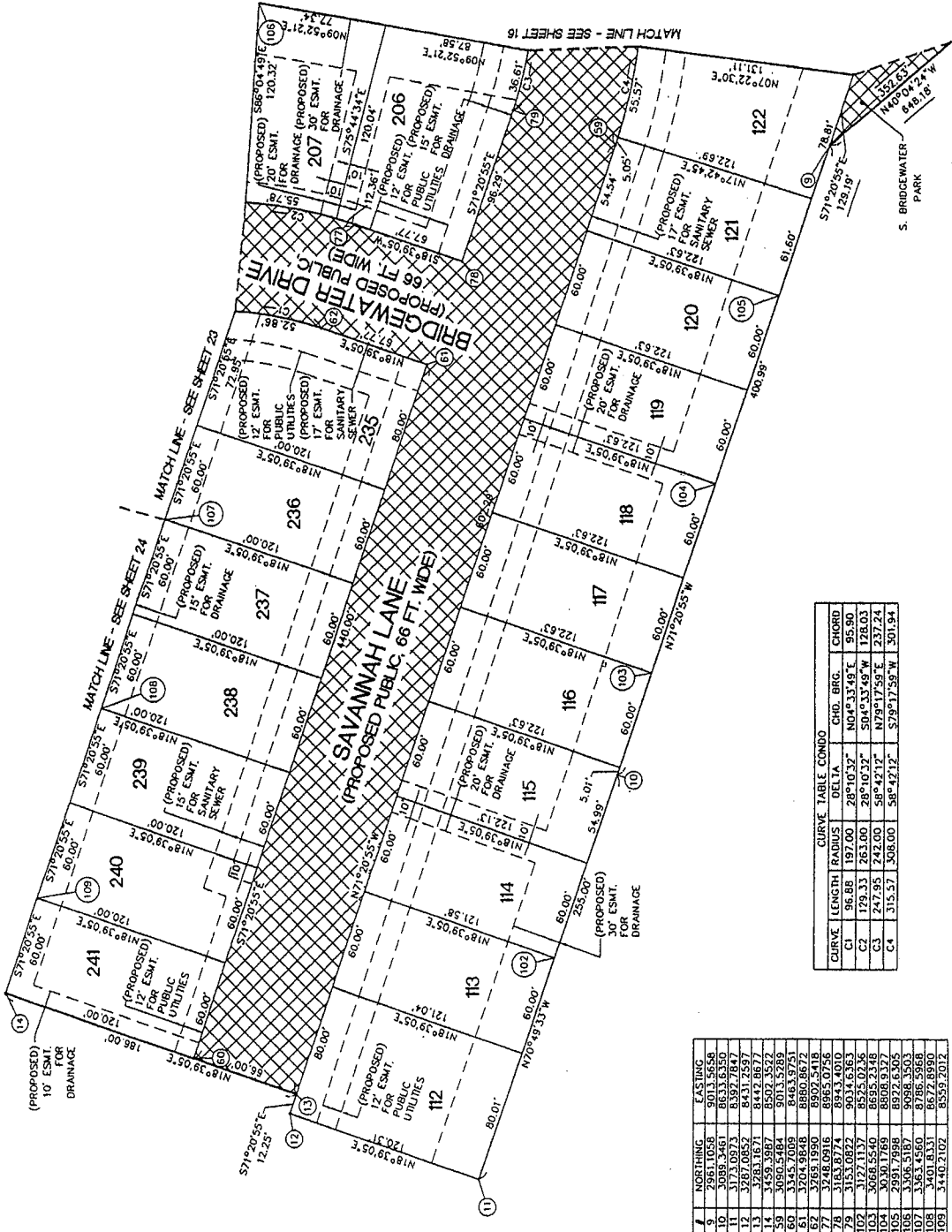
- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.



PROPOSED DATED
11-19-2001

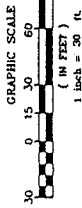
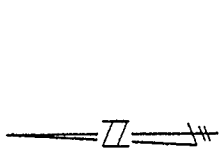
BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 112-122, 206-207, 235-241

SEIBER, KEAST & ASSOCIATES, INC.
ENGINEERS AND ARCHITECTS
15 SHEET OF 25
DATE: 11-19-2001
BY: [Signature]



CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	96.88	197.00	28°10'32"	N04°33'49"E	95.90
C2	179.33	263.00	28°10'32"	S04°33'49"W	178.03
C3	247.95	242.00	58°42'12"	N79°17'59"W	237.24
C4	315.37	308.00	58°42'12"	S79°17'59"W	301.94

	NORTHING	EASTING
9	2981.1058	9013.5658
10	2981.3461	9013.6350
11	2981.5864	9013.7042
12	2981.8267	9013.7734
13	2982.0670	9013.8426
14	2982.3073	9013.9118
15	2982.5476	9013.9810
16	2982.7879	9014.0502
17	2983.0282	9014.1194
18	2983.2685	9014.1886
19	2983.5088	9014.2578
20	2983.7491	9014.3270
21	2983.9894	9014.3962
22	2984.2297	9014.4654
23	2984.4700	9014.5346
24	2984.7103	9014.6038
25	2984.9506	9014.6730
26	2985.1909	9014.7422
27	2985.4312	9014.8114
28	2985.6715	9014.8806
29	2985.9118	9014.9498
30	2986.1521	9015.0190
31	2986.3924	9015.0882
32	2986.6327	9015.1574
33	2986.8730	9015.2266
34	2987.1133	9015.2958
35	2987.3536	9015.3650
36	2987.5939	9015.4342
37	2987.8342	9015.5034
38	2988.0745	9015.5726
39	2988.3148	9015.6418
40	2988.5551	9015.7110
41	2988.7954	9015.7802
42	2989.0357	9015.8494
43	2989.2760	9015.9186
44	2989.5163	9015.9878
45	2989.7566	9016.0570
46	2989.9969	9016.1262
47	2990.2372	9016.1954
48	2990.4775	9016.2646
49	2990.7178	9016.3338
50	2990.9581	9016.4030
51	2991.1984	9016.4722
52	2991.4387	9016.5414
53	2991.6790	9016.6106
54	2991.9193	9016.6798
55	2992.1596	9016.7490
56	2992.3999	9016.8182
57	2992.6402	9016.8874
58	2992.8805	9016.9566
59	2993.1208	9017.0258
60	2993.3611	9017.0950
61	2993.6014	9017.1642
62	2993.8417	9017.2334
63	2994.0820	9017.3026
64	2994.3223	9017.3718
65	2994.5626	9017.4410
66	2994.8029	9017.5102
67	2995.0432	9017.5794
68	2995.2835	9017.6486
69	2995.5238	9017.7178
70	2995.7641	9017.7870
71	2996.0044	9017.8562
72	2996.2447	9017.9254
73	2996.4850	9017.9946
74	2996.7253	9018.0638
75	2996.9656	9018.1330
76	2997.2059	9018.2022
77	2997.4462	9018.2714
78	2997.6865	9018.3406
79	2997.9268	9018.4098
80	2998.1671	9018.4790
81	2998.4074	9018.5482
82	2998.6477	9018.6174
83	2998.8880	9018.6866
84	2999.1283	9018.7558
85	2999.3686	9018.8250
86	2999.6089	9018.8942
87	2999.8492	9018.9634
88	3000.0895	9019.0326
89	3000.3298	9019.1018
90	3000.5701	9019.1710
91	3000.8104	9019.2402
92	3001.0507	9019.3094
93	3001.2910	9019.3786
94	3001.5313	9019.4478
95	3001.7716	9019.5170
96	3002.0119	9019.5862
97	3002.2522	9019.6554
98	3002.4925	9019.7246
99	3002.7328	9019.7938
100	3002.9731	9019.8630
101	3003.2134	9019.9322
102	3003.4537	9020.0014
103	3003.6940	9020.0706
104	3003.9343	9020.1398
105	3004.1746	9020.2090
106	3004.4149	9020.2782
107	3004.6552	9020.3474
108	3004.8955	9020.4166
109	3005.1358	9020.4858
110	3005.3761	9020.5550
111	3005.6164	9020.6242
112	3005.8567	9020.6934
113	3006.0970	9020.7626
114	3006.3373	9020.8318
115	3006.5776	9020.9010
116	3006.8179	9020.9702
117	3007.0582	9021.0394
118	3007.2985	9021.1086
119	3007.5388	9021.1778
120	3007.7791	9021.2470
121	3008.0194	9021.3162
122	3008.2597	9021.3854
123	3008.5000	9021.4546
124	3008.7403	9021.5238
125	3008.9806	9021.5930
126	3009.2209	9021.6622
127	3009.4612	9021.7314
128	3009.7015	9021.8006
129	3009.9418	9021.8698
130	3010.1821	9021.9390
131	3010.4224	9022.0082
132	3010.6627	9022.0774
133	3010.9030	9022.1466
134	3011.1433	9022.2158
135	3011.3836	9022.2850
136	3011.6239	9022.3542
137	3011.8642	9022.4234
138	3012.1045	9022.4926
139	3012.3448	9022.5618
140	3012.5851	9022.6310
141	3012.8254	9022.7002
142	3013.0657	9022.7694
143	3013.3060	9022.8386
144	3013.5463	9022.9078
145	3013.7866	9022.9770
146	3014.0269	9023.0462
147	3014.2672	9023.1154
148	3014.5075	9023.1846
149	3014.7478	9023.2538
150	3014.9881	9023.3230
151	3015.2284	9023.3922
152	3015.4687	9023.4614
153	3015.7090	9023.5306
154	3015.9493	9023.6000
155	3016.1896	9023.6692
156	3016.4299	9023.7384
157	3016.6702	9023.8076
158	3016.9105	9023.8768
159	3017.1508	9023.9460
160	3017.3911	9024.0152
161	3017.6314	9024.0844
162	3017.8717	9024.1536
163	3018.1120	9024.2228
164	3018.3523	9024.2920
165	3018.5926	9024.3612
166	3018.8329	9024.4304
167	3019.0732	9024.5000
168	3019.3135	9024.5692
169	3019.5538	9024.6384
170	3019.7941	9024.7076
171	3020.0344	9024.7768
172	3020.2747	9024.8460
173	3020.5150	9024.9152
174	3020.7553	9024.9844
175	3020.9956	9025.0536
176	3021.2359	9025.1228
177	3021.4762	9025.1920
178	3021.7165	9025.2612
179	3021.9568	9025.3304
180	3022.1971	9025.4000
181	3022.4374	9025.4692
182	3022.6777	9025.5384
183	3022.9180	9025.6076
184	3023.1583	9025.6768
185	3023.3986	9025.7460
186	3023.6389	9025.8152
187	3023.8792	9025.8844
188	3024.1195	9025.9536
189	3024.3598	9026.0228
190	3024.6001	9026.0920
191	3024.8404	9026.1612
192	3025.0807	9026.2304
193	3025.3210	9026.3000
194	3025.5613	9026.3692
195	3025.8016	9026.4384
196	3026.0419	9026.5076
197	3026.2822	9026.5768
198	3026.5225	9026.6460
199	3026.7628	9026.7152
200	3027.0031	9026.7844
201	3027.2434	9026.8536
202	3027.4837	9026.9228
203	3027.7240	9026.9920
204	3027.9643	9027.0612
205	3028.2046	9027.1304
206	3028.4449	9027.2000
207	3028.6852	9027.2692
208	3028.9255	9027.3384
209	3029.1658	9027.4076
210	3029.4061	9027.4768
211	3029.6464	9027.5460
212	3029.8867	9027.6152
213	3030.1270	9027.6844
214	3030.3673	9027.7536
215	3030.6076	9027.8228
216	3030.8479	9027.8920
217	3031.0882	9027.9612
218	3031.3285	9028.0304
219	3031.5688	9028.1000
220	3031.8091	9028.1692
221	3032.0494	9028.2384
222	3032.2897	9028.3076
223	3032.5300	9028.3768
224	3032.7703	9028.4460
225	3033.0106	9028.5152
226	3033.2509	9028.5844
227	3033.4912	9028.6536
228	3033.7315	9028.7228
229	3033.9718	9028.7920
230	3034.2121	9028.8612
231	3034.4524	9028.9304
232	3034.6927	9029.0000
233	3034.9330	9029.0692
234	3035.1733	9029.1384
235	3035.4136	9029.2076
236	3035.6539	9029.2768
237	3035.8942	9029.3460
238	3036.1345	9029.4152
239	3036.3748	9029.4844
240	3036.6151	9029.5536
241	3036.8554	9029.6228
242	3037.0957	9029.6920
243	3037.3360	9029.7612
244	3037.5763	9029.8304
245	3037.8166	9029.9000
246	3038.0569	9029.9692
247	3038.2972	9030.0384
248	3038.5375	9030.1076
249	3038.7778	9030.1768
250	3039.0181	9030.2460
251	3039.2584	9030.3152
252	3039.4987	9030.3844
253	3039.7390	9030.4536
254	3039.9793	9030.5228
255	3040.2196	9030.5920
256	3040.4599	9030.6612
257	3040.7002	9030.7304
258	3040.9405	9030.8000
259	3041.1808	9030.8692
260	3041.4211	9030.9384
261	3041.6614	9031.0076
262	3041.9017	9031.0768
263	3042.1420	9031.1460
264	3042.3823	9031.2152
265	3042.6226	9031.2844
266	3042.8629	9031.3536
267	3043.1032	9031.4228
268	3043.3435	9031.4920
269	3043.5838	9031.5612
270	3043.8241	9031.6304
271	3044.0644	9031.7000
272	3044.3047	9031.7692
273	3044.5450	9031.8384
274	3044.7853	9031.9076
275	3045.0256	9031.9768
276	3045.2659	9032.0460
277	3045.5062	9032.1152
278	3045.7465	9032.1844
279	3045.9868	9032.2536
280	3046.2271	9032.3228
281	3046.4674	9032.3920
282	3046.7077	9032.4612
283	3046.9480	9032.5304
284	3047.1883	9032.6000
285	3047.4286	9032.6692
286	3047.6689	9032.7384
287	3047.9092	9032.8076
288	3048.1495	9032.8768
289	3048.3898	9032.9460
290	3048.6301	9033.0152



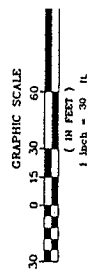
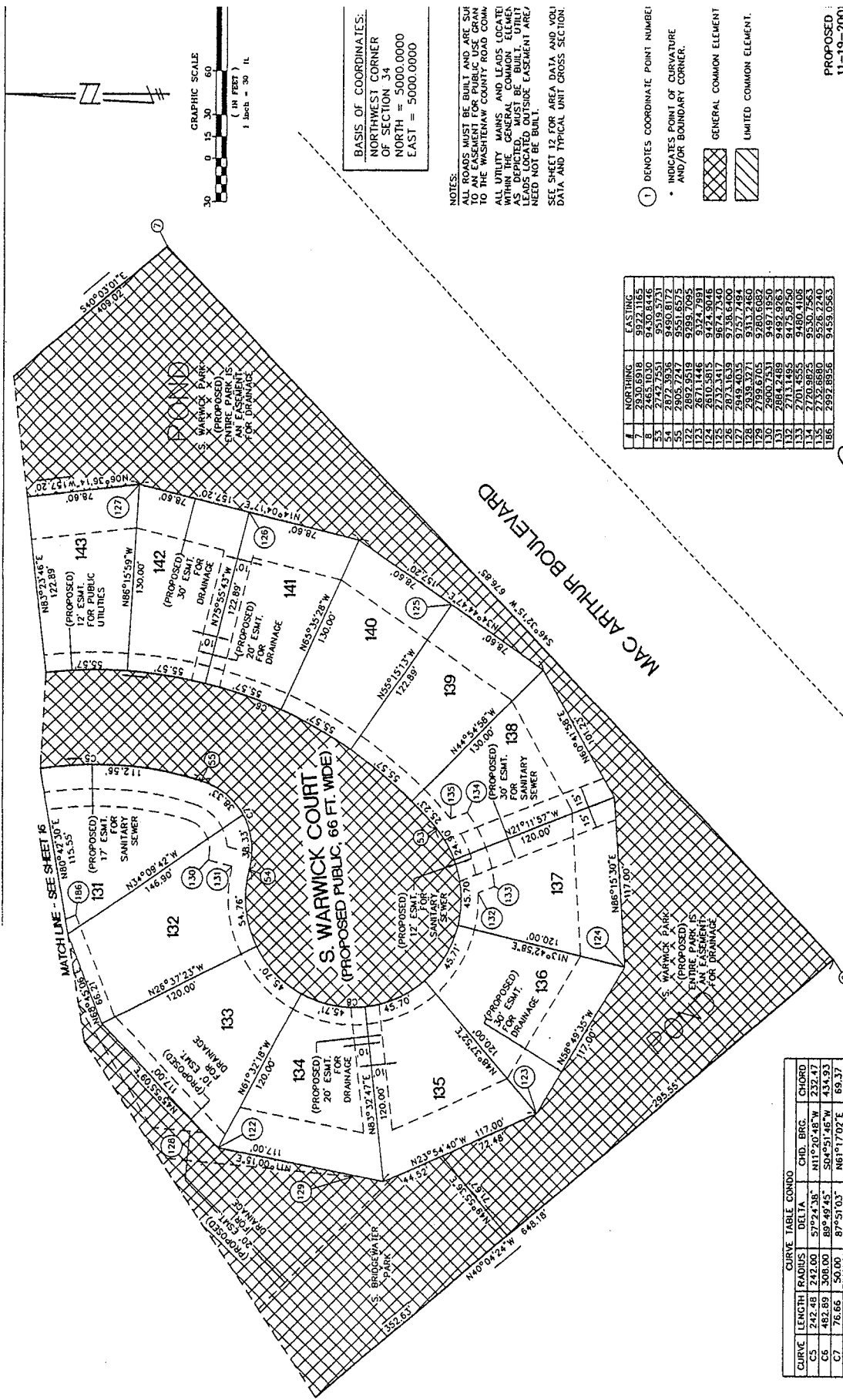
BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO THE WASHTENAW COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

- ① DENOTES COORDINATE POINT NUMBER.
- * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
- LIMITED COMMON ELEMENT.

CURVE	LENGTH	RADIUS	CURVE TABLE CONDO		CHORD	BRC	CHORD
			DELTA	CHD. BRC.			
C3	247.95	242.00	58°42'12"	N79°17'59" E	237.24		
C4	315.57	308.00	58°42'12"	S79°17'59" W	301.94		
C5	242.48	242.00	57°24'38"	N11°29'48" W	232.47		
C6	482.89	308.00	89°49'45"	S04°51'46" W	434.33		

STATIONING	EASING
1	3743.7887
2	3743.7887
3	3743.7887
4	3743.7887
5	3743.7887
6	3743.7887
7	3743.7887
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439	3743.7887
440	3743.7887
441	3743.78



BASIS OF COORDINATES:
 NORTHWEST CORNER
 OF SECTION 34
 NORTH = 5000.0000
 EAST = 5000.0000

NOTES:
 ALL ROADS MUST BE BUILT AND ARE SUITABLE TO AN EASEMENT FOR PUBLIC USE GRANT TO THE WASHINGTON COUNTY ROAD COMMISSION. ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT AREA MUST BE LOCATED WITHIN THE EASEMENT AREA. LEADS LOCATED OUTSIDE EASEMENT AREA NEED NOT BE BUILT.
 SEE SHEET 12 FOR AREA DATA AND YOU DATA AND TYPICAL UNIT CROSS SECTION.

	NORTHING	EASTING
1	2030.1501A	9972.1165
2	2030.1501A	9972.1165
3	2030.1501A	9972.1165
4	2030.1501A	9972.1165
5	2030.1501A	9972.1165
6	2030.1501A	9972.1165
7	2030.1501A	9972.1165
8	2030.1501A	9972.1165
9	2030.1501A	9972.1165
10	2030.1501A	9972.1165
11	2030.1501A	9972.1165
12	2030.1501A	9972.1165
13	2030.1501A	9972.1165
14	2030.1501A	9972.1165
15	2030.1501A	9972.1165
16	2030.1501A	9972.1165
17	2030.1501A	9972.1165
18	2030.1501A	9972.1165
19	2030.1501A	9972.1165
20	2030.1501A	9972.1165
21	2030.1501A	9972.1165
22	2030.1501A	9972.1165
23	2030.1501A	9972.1165
24	2030.1501A	9972.1165
25	2030.1501A	9972.1165
26	2030.1501A	9972.1165
27	2030.1501A	9972.1165
28	2030.1501A	9972.1165
29	2030.1501A	9972.1165
30	2030.1501A	9972.1165
31	2030.1501A	9972.1165
32	2030.1501A	9972.1165
33	2030.1501A	9972.1165
34	2030.1501A	9972.1165
35	2030.1501A	9972.1165
36	2030.1501A	9972.1165
37	2030.1501A	9972.1165
38	2030.1501A	9972.1165
39	2030.1501A	9972.1165
40	2030.1501A	9972.1165
41	2030.1501A	9972.1165
42	2030.1501A	9972.1165
43	2030.1501A	9972.1165
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45	2030.1501A	9972.1165
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51	2030.1501A	9972.1165
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53	2030.1501A	9972.1165
54	2030.1501A	9972.1165
55	2030.1501A	9972.1165
56	2030.1501A	9972.1165
57	2030.1501A	9972.1165
58	2030.1501A	9972.1165
59	2030.1501A	9972.1165
60	2030.1501A	9972.1165
61	2030.1501A	9972.1165
62	2030.1501A	9972.1165
63	2030.1501A	9972.1165
64	2030.1501A	9972.1165
65	2030.1501A	9972.1165
66	2030.1501A	9972.1165
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70	2030.1501A	9972.1165
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75	2030.1501A	9972.1165
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79	2030.1501A	9972.1165
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83	2030.1501A	9972.1165
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85	2030.1501A	9972.1165
86	2030.1501A	9972.1165
87	2030.1501A	9972.1165
88	2030.1501A	9972.1165
89	2030.1501A	9972.1165
90	2030.1501A	9972.1165
91	2030.1501A	9972.1165
92	2030.1501A	9972.1165
93	2030.1501A	9972.1165
94	2030.1501A	9972.1165
95	2030.1501A	9972.1165
96	2030.1501A	9972.1165
97	2030.1501A	9972.1165
98	2030.1501A	9972.1165
99	2030.1501A	9972.1165
100	2030.1501A	9972.1165

- ① DENOTES COORDINATE POINT NUMBER
- * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	242.48	572.00	57°47'38"	N11°20'48"W	232.47
C2	492.89	572.00	89°49'45"	S04°51'46"W	434.95
C3	76.66	50.00	87°51'03"	N61°17'02"E	69.37
C4	308.18	75.00	235°23'56"	N17°30'44"W	132.79

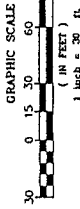
PROPOSED
 11-19-2001

Shirley L. Young
 JAMES A. YOUNG
 ENGINEER NO. 27881



SITE PLAN - UNITS 131 - 143
 SEIBER, KEAST & ASSOCIATES, INC.
 CIVIL ENGINEERS
 1000 W. WASHINGTON AVE., SUITE 200
 BALTIMORE, MD 21201

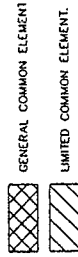
BROOKSIDE OF SUPERIOR TOWNE



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO THE WASHINGTON COUNTY ROAD COMMISSION TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

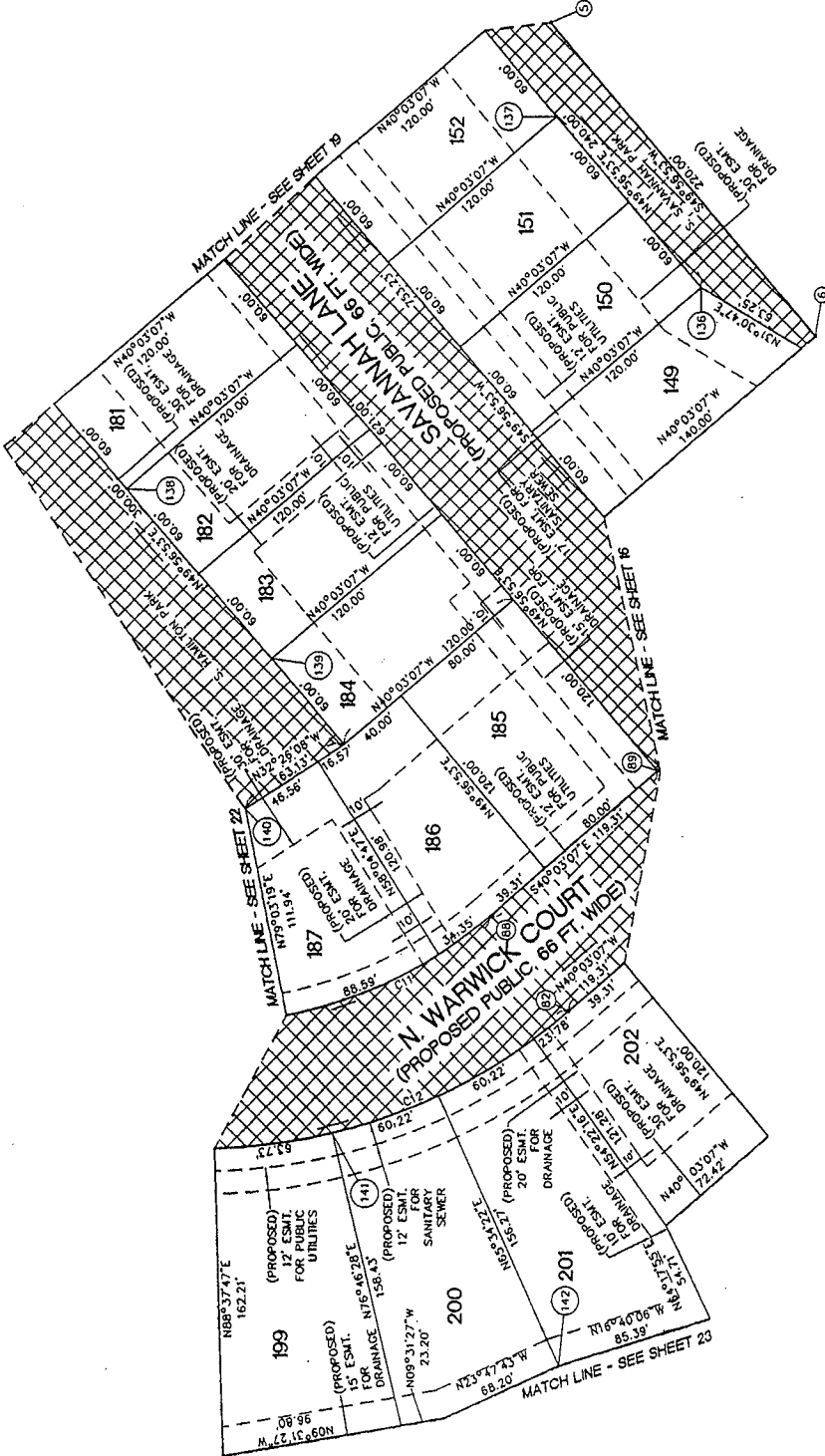
- (1) DENOTES COORDINATE POINT NUMBER
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.



PROPOSED DA
11-19-2001

BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 149-152, 181-187, 199-201

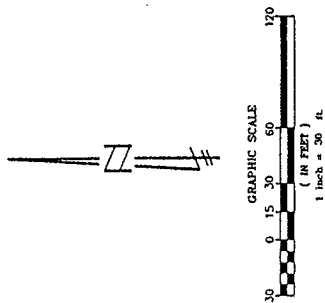
SEBASTIAN &
ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 WEST 10TH AVENUE, SUITE 200, DENVER, CO 80202
TEL: 303-733-1111
FAX: 303-733-1112



CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C11	208.57	242.00	49°22'51"	S15°21'41"W	202.17
C12	265.45	308.00	49°22'51"	N15°21'41"W	257.31

POINT	NORTHING	EASTING
5	3385.3545	9977.3305
6	3743.7887	9658.9289
7	3374.6455	9658.9289
8	3421.9551	9349.7786
9	3330.6268	9476.5542
10	3305.3514	9685.5522
11	3392.5781	9777.4076
12	3518.5668	9777.4076
13	3518.5668	9447.1198
14	3552.9849	9407.2287
15	3507.2122	9235.1903
16	3385.6871	9112.3154

CURVE TABLE CONDO			
CURVE	LENGTH	RADIUS	CHD. BRG.
C9	218.42	242.00	N74°05'31"E
			211.08



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED TO BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.
AS DEPICTED MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

① DENOTES COORDINATE POINT NUMBER.
* INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.
LIMITED COMMON ELEMENT.

PROPOSED DATED
11-19-2001

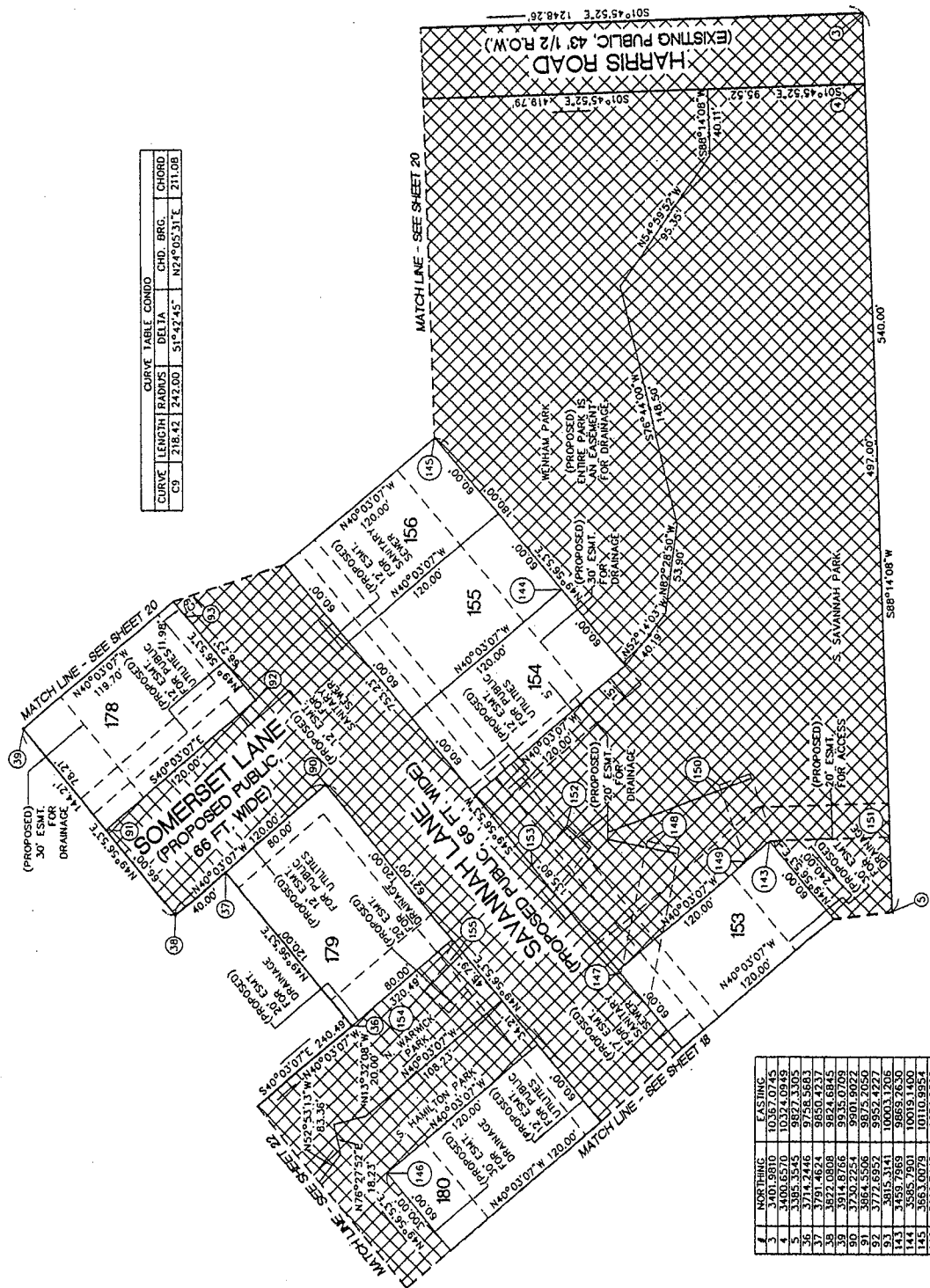
BROOKSIDE OF SUPERIOR TOWNSHIP

SITE PLAN - UNITS 153-156, 178-180

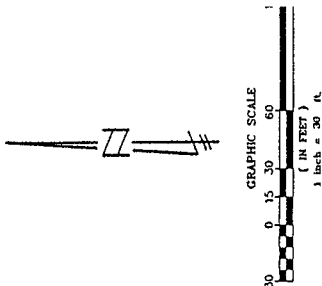
SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEER
11111 170th Ave. S., Suite 100
Minnetonka, MN 55345
TEL: 952-891-1111
FAX: 952-891-1112



Mark A. Young
REGISTERED PROFESSIONAL ENGINEER
STATE OF MINNESOTA
LICENSE NO. 13661



	NORTHING	EASTING
1	3401.9810	1035.70745
2	3400.6570	1037.09495
3	3395.3545	9877.3005
4	3395.3545	9877.3005
5	3395.3545	9877.3005
6	3395.3545	9877.3005
7	3395.3545	9877.3005
8	3395.3545	9877.3005
9	3395.3545	9877.3005
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15	3395.3545	9877.3005
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21	3395.3545	9877.3005
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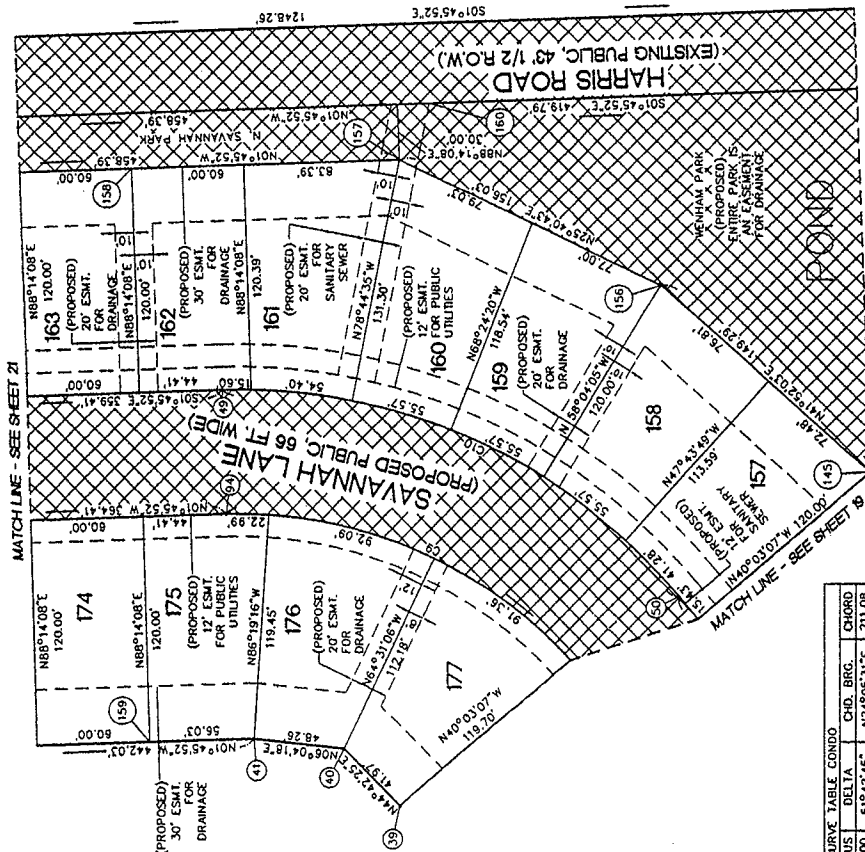
BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO THE WASHINGTON COUNTY ROAD COMMISSION. ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY MAINS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

① DENOTES COORDINATE POINT NUMBER
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT

UNIT	COORDINATE	EASING
1	3914.8765	99.15 D709
2	3914.8765	99.15 D709
3	3914.8765	99.15 D709
4	3914.8765	99.15 D709
5	3914.8765	99.15 D709
6	3914.8765	99.15 D709
7	3914.8765	99.15 D709
8	3914.8765	99.15 D709
9	3914.8765	99.15 D709
10	3914.8765	99.15 D709
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12	3914.8765	99.15 D709
13	3914.8765	99.15 D709
14	3914.8765	99.15 D709
15	3914.8765	99.15 D709
16	3914.8765	99.15 D709
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18	3914.8765	99.15 D709
19	3914.8765	99.15 D709
20	3914.8765	99.15 D709
21	3914.8765	99.15 D709
22	3914.8765	99.15 D709
23	3914.8765	99.15 D709
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96	3914.8765	99.15 D709
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100	3914.8765	99.15 D709



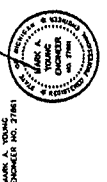
CURVE	LENGTH	RADIUS	DELTA	CHD. BRC.	CHORD
C9	218.42	242.00	51°47'45"	N24°05'31"E	211.08
C10	277.99	308.00	51°47'45"	S24°05'31"W	268.65

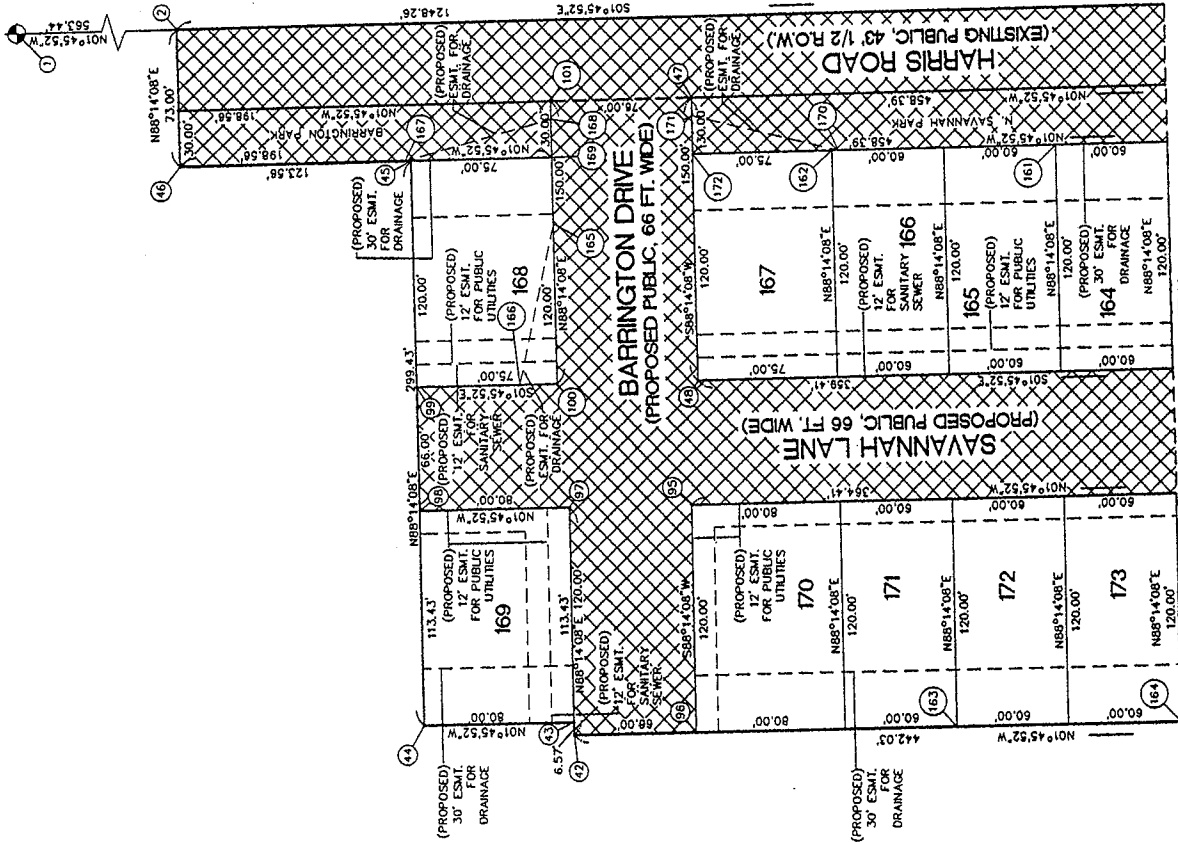
PROPOSED D/J
11-19-2001

BROOKSIDE OF SUPERIOR TOWNSHIP

SITE PLAN - UNITS 157-163, 174-17

SEBBER, KEAST & ASSOCIATES, INC.
ARCHITECTS AND ENGINEERS
1000 W. 10TH AVE., SUITE 200
MINNEAPOLIS, MN 55408
(612) 338-7777

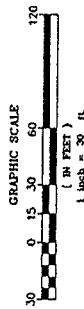




MATCH LINE - SEE SHEET 20

	NORTHING	EASTING
1	9578.470	10370.6400
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3	4649.679	10370.6400
4	4434.5164	9956.0381
5	4434.5164	9956.0381
6	4434.5164	9956.0381
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172	4434.5164	9956.0381
173	4434.5164	9956.0381

BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000



NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHTENAW COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

- (1) DENOTES COORDINATE POINT NUMBER.
- * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
- UNITED COMMON ELEMENT.

PROPOSED DATE:
11-19-2001

BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 164-173

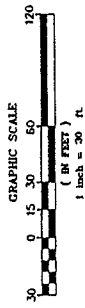
Mark A. Young
MARK A. YOUNG
REGISTERED P.E. 1780



SEBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
10000 GRAND ROAD AVENUE
SUITE 200
ANN ARBOR, MI 48106-1700
PHONE 734-769-1100
FAX 734-769-1101
E-MAIL SK&A@SEBERKEAST.COM
WWW.SK&A.COM

SHEET
21
OF
25

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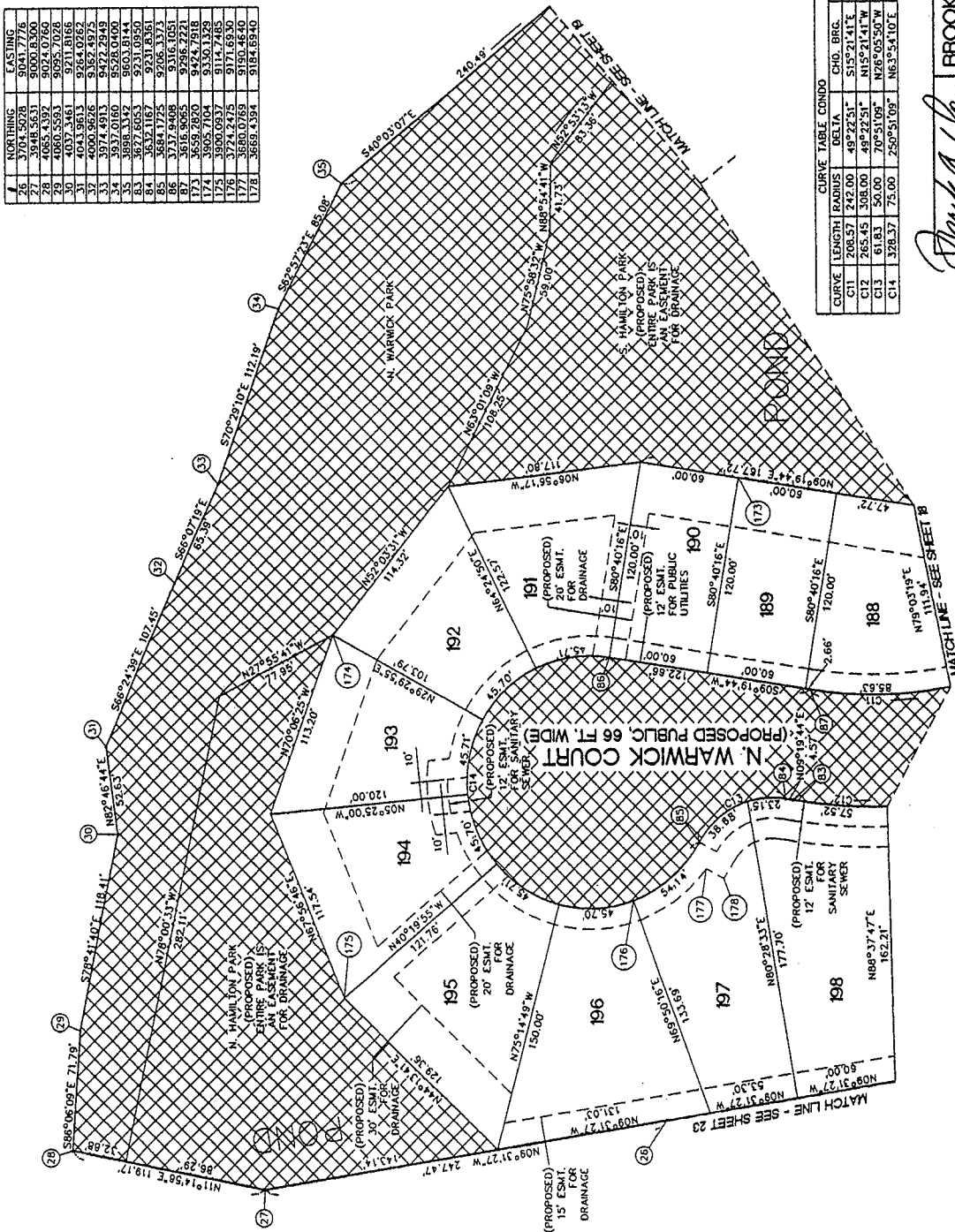
BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT
TO AN EASEMENT FOR PUBLIC USE GRANTED
TO THE WASHINGTON COUNTY ROAD COMMISSION
ALL UTILITY MAINS AND LEADS LOCATED
WITHIN GENERAL COMMON ELEMENTS
MUST BE BUILT TO THE STANDARD
LEADS LOCATED OUTSIDE EASEMENT AREAS
NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME
DATA AND TYPICAL UNIT CROSS SECTION.

(1) DENOTES COORDINATE POINT NUMBER.
• INDICATES POINT OF CURVATURE
AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.
LIMITED COMMON ELEMENT.

CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C11	208.57	242.00	49°22'51"	S15°21'41"E	202.17
C12	265.45	308.00	49°22'51"	N15°21'41"W	257.31
C13	61.83	50.00	70°51'09"	N76°05'50"W	57.97
C14	378.37	75.00	250°51'09"	N63°54'10"E	122.23



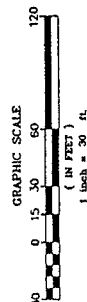
PROPOSED DATE
11-19-2001

Mark A. Long
MARK A. LONG
ENGINEER NO. 7781

SITE PLAN - UNITS 188-198

SEBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 W. 10TH ST., SUITE 200
DENVER, CO 80202

SHEET
22
OF
25



CURVE TABLE CONDO				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	96.88	197.00	28°10'32"	CHD=33.49'E N04°33'49"E
C2	129.33	263.00	28°10'32"	S04°33'49"W N28.03
C15	96.88	197.00	28°10'32"	S85°26'11"E N85°26'11"E
C16	129.33	263.00	28°10'32"	N85°26'11"E N28.03

[illegible]

BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT
TO AN EASEMENT FOR PUBLIC USE GRANTED
TO THE WASHTENAW COUNTY ROAD COMMISSION.

ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

① DENOTES COORDINATE POINT NUMBER.


• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.



PROPOSED DATED
11-19-2001

BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 208-214, 233-234

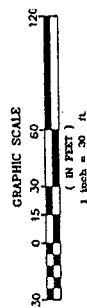
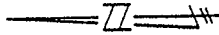


 SEIBER, KEAST & ASSOCIATES, INC.
MAJESTICS AND ASSOCIATES, L.L.C.
provides the foundation

NAME	DATE	TIME	LOCATION	REMARKS
...

22-06-01023
SHEET
23

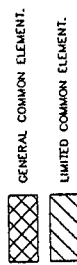
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BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

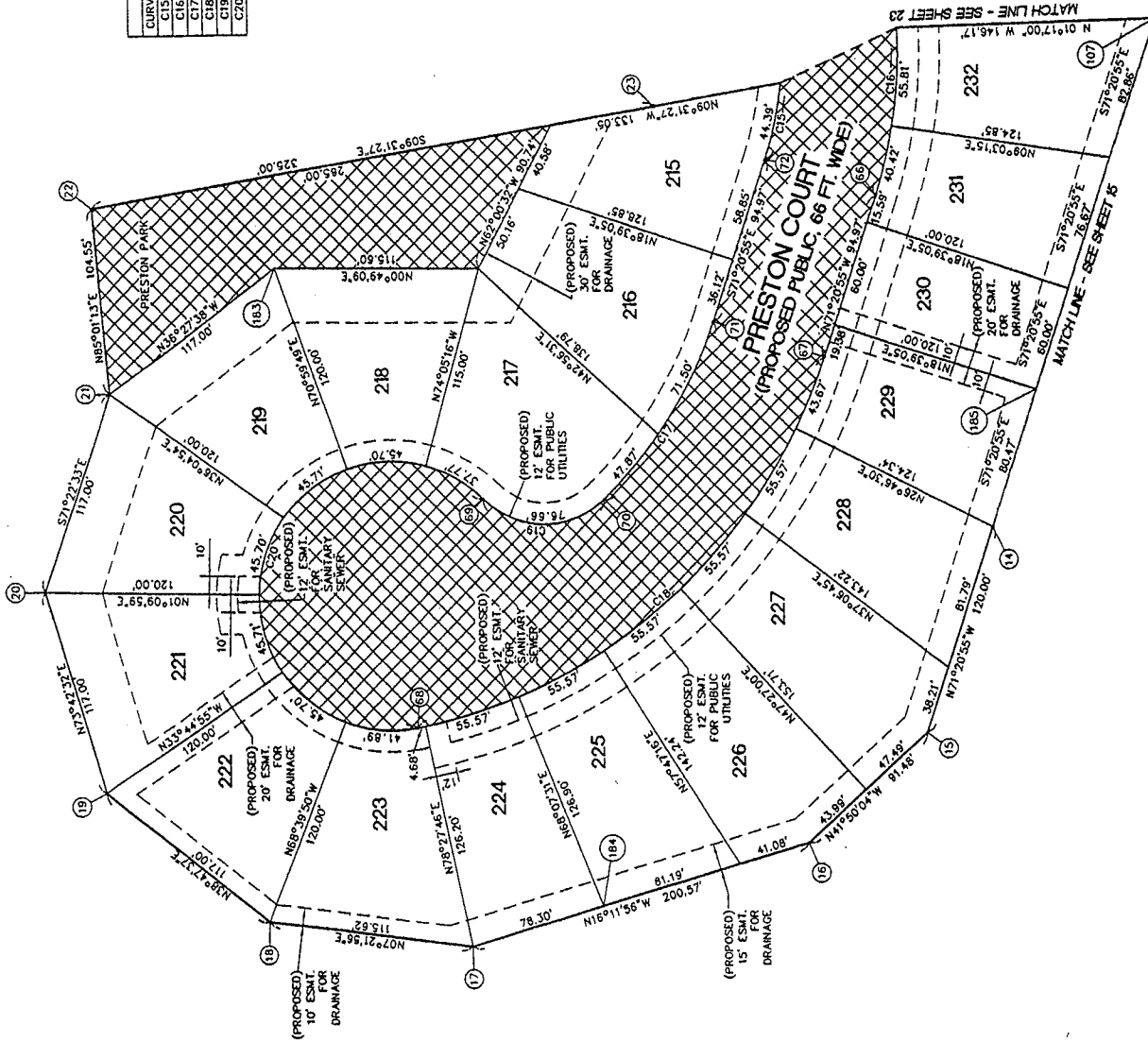
NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT
TO AN EASEMENT FOR PUBLIC USE GRANTED
TO THE WASHINGTON COUNTY ROAD COMMISSION
BY THE STATE OF MARYLAND.
ALL UTILITY MAINS AND LEADS LOCATED
WITHIN THE RIGHT-OF-WAY OF THE
ROADS MUST BE BUILT WITHIN THE
LEADS LOCATED OUTSIDE EASEMENT AREAS
NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME
DATA AND TYPICAL UNIT CROSS SECTION.

- (1) DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE
AND/OR BOUNDARY CORNER.



CURVE TABLE CONDO			
CURVE	LENGTH	RADIUS	CHD. BRC.
C15	95.88	197.00	585°26'11"E
C16	123.33	243.00	88°26'11"W
C17	123.33	243.00	55°13'07"E
C18	328.20	308.00	84°10'00"W
C19	78.68	30.00	87°23'03"E
C20	308.18	75.00	235°23'55"E

#	NORTHING	EASTING
14	3458.3987	8502.3522
15	3497.7756	8388.6544
16	3565.9368	8377.6343
17	3671.7079	8386.5085
18	3961.3932	8359.8093
19	3997.2136	8472.1114
20	3958.8468	8583.1876
21	3858.8468	8740.9128
22	3644.4037	8740.9128
23	3523.1856	8688.5978
24	3553.5564	8598.6139
25	3768.3715	8594.4376
26	3858.8468	8594.4376
27	3686.0241	8503.3250
28	3516.0972	8618.7214
29	3585.1944	8709.7052
30	3363.4560	8786.5963
31	3885.7498	8551.5783
32	3433.5635	8578.5973



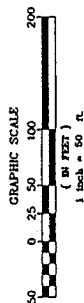
PROPOSED DAT
11-19-2001

BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 215-232

SEIBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS
1100 N. 10TH ST., SUITE 200
MIDLAND, MI 48601-3933
PHONE: 517-487-1100
FAX: 517-487-1101
E-MAIL: SKES@SEIBER-KEAST.COM



SHEET
24
OF
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NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT
TO AN EASEMENT FOR PUBLIC USE GRANTED
TO THE WASHTENAW COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED
WITHIN THE GENERAL COMMON ELEMENT,
AS DEPICTED, MUST BE BUILT. UTILITY
LEADS LOCATED OUTSIDE EASEMENT AREAS
NEED NOT BE BUILT.

ALL SANITARY SEWERS ARE 8".

ALL WATER MAINS ARE 8".

LEGEND	UTILITY	SOURCE OF LOCATION
-----	WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
-----	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
-----	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
-----	GAS*	MICHCON
-----	ELECTRIC*	DETROIT EDISON COMPANY
-----	TELEPHONE*	AMERITECH
-----	CABLE TELEVISION*	MEDIA ONE

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

PROPOSED DATED
11-19-2001

BROOKSIDE OF SUPERIOR TOWNSHIP

UTILITY PLAN - PHASE II

SIEBER, KEAST & ASSOCIATES, INC.
COSTA MCG UNDERPERS

MILLER AND ASSOCIATES, I.L.C.
LAW FIRM

25 SHEET OF 25

DATE FILED IN - 00-000000

MARK A.
YOUNG
CHONGER
LOS ANGELES



- copy

**FOURTH AMENDMENT TO MASTER DEED
OF
BROOKSIDE OF SUPERIOR TOWNSHIP

A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 343**

Selective-Delaware, L.L.C., a Delaware limited liability company, whose address is 100 Galleria Officentre, Suite 200, Southfield, Michigan 48034 (the "Developer"), being the Developer of BROOKSIDE OF SUPERIOR TOWNSHIP, a single family residential condominium project located in the Township of Superior, Washtenaw County, Michigan and established pursuant to the Master Deed thereof, recorded on September 21, 2000 in Liber 3969, Page 295, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 343 (the "Original Master Deed"), said Master Deed having been amended by the recording of a certain First Amendment to Master Deed (the "First Amendment") on October 27, 2000 at Liber 3976, Page 249, Washtenaw County Records, a certain Second Amendment to Master Deed (the "Second Amendment") on March 2, 2001 at Liber 3998, Page 916, Washtenaw County Records, and a certain Third Amendment to Master Deed (the "Third Amendment") on March 26, 2002 at Liber 4108, Page 697, Washtenaw County Records, hereby further amends the Original Master Deed pursuant to the authority reserved in Article VIII, Section 3 of the Master Deed and Article XVI, Section 4 of the By-Laws for the purpose of conforming the provisions related to the lease of Units to regulations pertaining to the loan guaranty programs administered by the United States Department of Veterans Affairs (the "VA"). Upon the recording of this Fourth Amendment to Master Deed ("Fourth Amendment") in the office of the Washtenaw County Register of Deeds, the Original Master Deed (including the Condominium By-Laws and the Condominium Subdivision Plan which are attached to the Original Master Deed as Exhibits "A" and "B", respectively), as amended by the First, Second and Third Amendments, will be amended, as follows:

1. Article VI, Section 2 of the By-Laws attached to and recorded as Exhibit "A" to the Original Master Deed is hereby revised to read as follows:

Section 2. Leasing and Rental. Developer may rent any number of Units at any time, without limitation as to the term of occupancy. Co-owners, excluding the Developer, may rent any number of Units at any time for any term of occupancy of not less than one year and covering not less than the entire Unit, subject to the following:

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

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

(c) Procedures in the Event of Noncompliance with Condominium Documents. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:

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

(ii) The Co-owner shall have fifteen (15) days (or such additional time as may be granted by the Association if the Co-owner is diligently proceeding to cure) after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute an action for eviction against the tenant or non-owner occupant and, in the same action sue the Co-owner and tenant or non-owner occupant for money damages for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium. If the Association is under the control of the Developer, individual Co-owners may pursue the judicial relief provided in this subparagraph (c)(iii) derivatively on behalf of the Association.

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

after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may take the following actions:

(i) The Association may issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) The Association may initiate proceedings for eviction and money damages as described in subparagraph (c)(iii) above following the tenant's failure to remit rent otherwise due within fifteen (15) days after issuance of notice by the Association to the tenant by certified mail.

(e) Limitation on Amendments to Leasing Provisions. The leasing provisions in this Section 2 may not be revised prior to the Transitional Control Date without the Developer's prior written consent.

2. Except as set forth in this Fourth Amendment, the Original Master Deed (including the Condominium By-Laws and Condominium Subdivision Plan attached thereto), as amended by the First, Second and Third Amendments, is hereby ratified and confirmed.

Dated this 11th day of March, 2003.

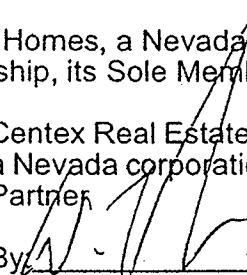
WITNESSES:

SIGNED BY:

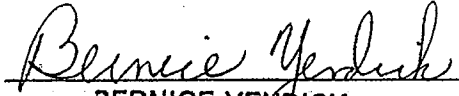
SELECTIVE-DELAWARE, L.L.C., a Delaware
limited liability company

By: Centex Homes, a Nevada general
partnership, its Sole Member

By: Centex Real Estate Corporation,
a Nevada corporation, Managing
Partner

By: 
William T. Stapleton
Its: Division President


David Darkowski


BERNICE YENDICK

[Notary contained on next page.]

COPY

Recorded July 9, 2004 at Liber 4406,
Page 834 (31 pages), Washtenaw County
Records.

**FIFTH AMENDMENT TO MASTER DEED
OF
BROOKSIDE OF SUPERIOR TOWNSHIP**

**A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 343**

Dated: July 2, 2004

Selective-Delaware, L.L.C., a Delaware limited liability company, whose address is 100 Galleria Officentre, Suite 200, Southfield, Michigan 48034 ("Developer"), being the Developer of BROOKSIDE OF SUPERIOR TOWNSHIP, a single family residential condominium project located in the Township of Superior, Washtenaw County, Michigan and established pursuant to the Master Deed thereof, recorded on September 21, 2000 in Liber 3969, Page 295, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 343 (the "Original Master Deed"), said Master Deed having been amended by the recording of a certain First Amendment to Master Deed (the "First Amendment") on October 27, 2000 at Liber 3976, Page 249, Washtenaw County Records, a certain Second Amendment to Master Deed (the "Second Amendment") on March 2, 2001 at Liber 3998, Page 916, Washtenaw County Records, a certain Third Amendment to Master Deed (the "Third Amendment") on March 26, 2002 at Liber 4108, Page 697, Washtenaw County Records and a certain Fourth Amendment to Master Deed (the "Fourth Amendment") on March 12, 2003 at Liber 4230, Page 971, Washtenaw County Records, hereby further amends the Original Master Deed pursuant to the authority reserved in Article VIII, Section 3 of the Original Master Deed for the purpose of (i) expanding the Condominium Project from two hundred and forty-one (241) units to three hundred and seventy-one (371) units by the addition of the land described in paragraph 1 below; (ii) modifying and establishing certain easements for public utilities with respect to Units 71, 165 and 166; and (iii) clarifying the requirements imposed in the By-Laws regarding the initial installation of lawns within Units. Upon the recording of this Fifth Amendment to Master Deed ("Fifth Amendment") in the office of the Washtenaw County Register of Deeds, the Original Master Deed (including the Condominium By-Laws and the Condominium Subdivision Plan which are attached to the Original Master Deed as Exhibits "A" and "B", respectively), as amended by the First, Second, Third and Fourth Amendments, shall be amended, as follows:

1. The following land shall be added to the Condominium Project by this Fifth Amendment:

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 22713JK

Land located in Superior Township, Washtenaw County, Michigan and legally described as follows:

A part of the Northeast 1/4 of Section 34, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 34, for a POINT OF BEGINNING; thence South 01°45'52" East, 563.44 feet, along the East line of said Section 34 and the centerline of Harris Road; thence South 88°14'08" West, 73.00 feet; thence South 01°45'52" East, 123.56 feet; thence South 88°14'08" West, 299.43 feet; thence South 01°45'52" East, 80.00 feet; thence South 88°14'08" West, 6.57 feet; thence South 01°45'52" East, 442.03 feet; thence South 06°04'18" West, 48.26 feet; thence South 44°42'25" West, 41.97 feet; thence South 49°56'53" West, 144.21 feet; thence South 40°03'07" East, 40.00 feet; thence South 49°56'53" West, 120.00 feet; thence North 40°03'07" West, 240.49 feet; thence North 62°57'23" West, 85.08 feet; thence North 70°29'10" West, 112.19 feet; thence North 66°07'19" West, 65.39 feet; thence North 66°24'39" West, 107.45 feet; thence South 82°46'44" West, 52.63 feet; thence North 78°41'40" West, 118.41 feet; thence North 86°06'09" West, 71.79 feet; thence South 11°14'56" West, 119.17 feet; thence South 09°31'27" East, 247.47 feet; thence South 80°28'33" West, 186.00 feet; thence South 09°31'27" East, 5.54 feet; thence South 80°28'33" West, 120.00 feet; thence North 09°31'27" West, 325.00 feet; thence South 85°01'13" West, 104.55 feet; thence North 71°22'33" West, 117.00 feet; thence South 73°42'32" West, 117.00 feet; thence South 38°47'37" West, 117.00 feet; thence South 07°21'56" West, 115.62 feet; thence North 16°11'56" West, 39.43 feet; thence North 09°47'25" West, 71.16 feet; thence North 35°01'05" West, 203.09 feet; thence North 54°58'55" East, 59.02 feet; thence North 44°22'42" East, 105.92 feet; thence North 09°06'39" East, 117.00 feet; thence North 25°48'15" West, 117.00 feet; thence North 17°18'54" East, 50.40 feet; thence North 02°10'42" West, 120.00 feet; thence North 87°49'18" East, 180.00 feet; thence North 02°10'42" West, 602.00 feet, to the North Line of said Section 34 and the centerline of Geddes Road; thence North 87°49'18" East, 1923.20 feet, along the North line of said Section 34 and the centerline of said Geddes Road, to the Point of Beginning. All of the above containing 53.838 Acres. All of the above being subject to the rights of the public in Harris Road and Geddes Road. All of the above being subject to easements, restrictions and right-of-ways of record.

Tax Parcel No. 10-34-100-008.

One hundred and thirty (130) additional Units (the "Additional Units") are hereby established upon the land hereby added to the Condominium as shown on Replat No. 2 to the Condominium Subdivision Plan attached hereto. The Condominium shall contain three hundred seventy-one (371) Units with the recording of this Fifth Amendment.

2. The percentage of value assigned to each Unit, including each Additional Unit located on the land added to the Condominium Project by this Fifth Amendment, shall be equal. The percentage of value assigned to the 241 Units included in the Condominium Project

pursuant to the Original Master Deed and the Third Amendment shall be adjusted to the extent necessary to provide for the allocation of percentage of value to the Additional Units in accordance with this provision.

3. The Third Amendment added a paragraph (n) to Article IV, Section 1 of the Master Deed (captioned "General Common Elements"). Paragraph (n) of Article IV, Section 1 of the Master Deed is now revised to read as follows:

(n) The General Common Elements shall include (i) the nature trail/walking path made of wood chips to be installed within the park identified on Replat No. 1 to the Condominium Subdivision Plan recorded with the Third Amendment as the "South Bridgewater Park" and (ii) the tot lot to be installed within the area identified on Replat No. 2 to the Condominium Subdivision Plan as "Somerset Playground". (See Sheet 22 of Replat No. 2.)

4. Sheets 1, 2, 3, 12, 21 and 22 of Replat No. 1 (which is attached to the Third Amendment) are superseded in their entirety by Sheets 1, 2, 3, 12, 21 and 22 of Replat No. 2 (which is attached hereto), Sheet 7 of the First Amendment to the Condominium Subdivision Plan of Brookside of Superior Township (attached to the Second Amendment) is superseded in its entirety by Sheet 7 of Replat No. 2 and Sheets 26 through 36, both inclusive, of Replat No. 2 are hereby added to and incorporated into the Condominium Subdivision Plan of Brookside of Superior Township. The legal description contained on amended Sheet 1 of Replat No. 2 shall replace and supersede the description of the Condominium Project contained on Sheet 1 of Replat No. 1.

5. The easement for public utilities established along the south boundary of Unit 71 has been partially reduced in size as shown on Sheet 7 of the attached Replat No. 2 and an easement for public utilities is reserved along the common boundary of Units 165 and 166 as shown on the attached Sheet 21 of Replat No. 2.

6. Article VI, Section 15 of the By-Laws attached to and recorded as Exhibit "A" to the Original Master Deed is hereby revised to read as follows:

Section 15. Landscaping. Upon the completion of a dwelling within a Unit, the Co-Owner shall, subject to all applicable municipal ordinances, cause the Unit to be finish graded, sodded and suitably landscaped as soon after the completion as weather permits. No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements (or any Limited Common Element that may be created) without the prior written approval of the Developer (during the Development and Sales Period) and the Association, in accordance with the requirements set forth in Section 3, above. All such landscaping in the Condominium shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, finish grading and the laying of sod within a Unit must be completed by the Co-owners of the Unit within ninety (90) days of closing, weather permitting. All yards within Units shall be sodded. Hydroseeding or similar measures shall not be permitted as an alternative to installing sod.

8. Exhibit "C" to the Original Master Deed, which comprised the Storm Water System Maintenance Plan for Phase 1 and Exhibit "C-1", which comprised the Storm Water System Maintenance Plan for Phase 2, are hereby expanded to include the Storm Water Maintenance Plan for Phase 3; said document being attached hereto and labeled Exhibit "C-2". The Storm Water System Maintenance Plan described in Article VII, Section 10 of the Original Master Deed and Paragraph 5 of the Third Amendment shall include the Storm Water System Maintenance Plans for Phases 1, 2 and 3 and all three Storm Water Maintenance Plans are incorporated into the Master Deed.

9. Except as set forth in this Fifth Amendment, the Original Master Deed (including the Condominium By-Laws and Condominium Subdivision Plan attached thereto), as amended by the First, Second, Third and Fourth Amendments, is hereby ratified and confirmed.

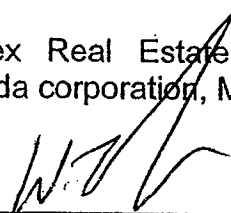
WITNESSES:

SIGNED BY:

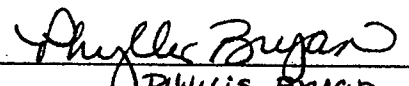
SELECTIVE-DELAWARE, L.L.C.,
a Delaware limited liability company

By: Centex Homes, a Nevada general partnership,
its Sole Member

By: Centex Real Estate Corporation, a
Nevada corporation, Managing Partner

By: 
William T. Stapleton
Its: Division President

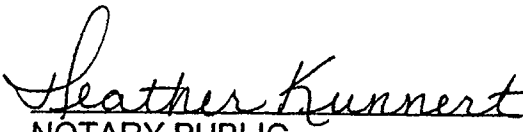

David Darkowski


Phyllis Bryan

STATE OF MICHIGAN)
 : ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 2 day of July, 2004, by William T. Stapleton, the Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing Partner of Centex Homes, a Nevada general partnership, the Sole Member of SELECTIVE-DELAWARE, L.L.C., a Delaware corporation, on behalf of the company.

HEATHER KUNNERT
Notary Public, Wayne County, MI
My Commission Expires Jul. 3, 2006
Acting in Oakland County


NOTARY PUBLIC
County of Oakland, State of Michigan
My Commission Expires:

DRAFTED BY AND WHEN RECORDED RETURN TO:

George W. Day, Esq.
Scott I. Mirkes, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
Second Floor, 121 West Long Lake Road
Bloomfield Hills, Michigan 48304-2719
(248) 642-0500

J:\2726\4\00028342.WPD

DRAFTED BY AND WHEN RECORDED RETURN TO:

George W. Day, Esq.
Scott I. Mirkes, Esq.
Jackler, Gould, Bean, Upfal & Eizelman
Second Floor, 121 West Long Lake Road
Bloomfield Hills, Michigan 48304-2719
(248) 642-0500

J:\2726\4\00028342.WPD

REPLAT NO. 2

WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 343
EXHIBIT "B" TO THE MASTER DEED OF
BROOKSIDE OF SUPERIOR TOWNSHIP
SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

SURVEYOR
MILLETTS AND ASSOCIATES, L.L.C.
40399 GRAND RIVER AVENUE
SUITE 110
NOVI, MICHIGAN 48375-2123

ENGINEER
SEIBER, KEAST AND ASSOCIATES, INC.
40399 GRAND RIVER AVENUE
SUITE 110
NOVI, MICHIGAN 48375-2123

DEVELOPER
SELECTIVE-DELEWARE, L.L.C.
100 GALLERIA OFFICENTRE, SUITE 200
SOUTHFIELD, MICHIGAN 48034

LEGAL DESCRIPTION:

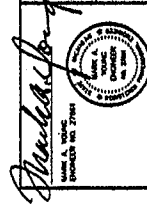
A part of the Northwest 1/4 of Section 34, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 34, for a Point of Beginning; thence South 01°45'52" East, 1811.70 feet, along the East line of said Section 34 and the centerline of Harris Road; thence South 88°14'08" West, 540.00 feet; thence South 49°56'53" West, 220.00 feet; thence South 40°03'01" East, 409.02 feet, to the Northernly right-of-way of MacArthur Blvd.; thence South 46°32'15" West, 676.85 feet, along the Northernly right-of-way of said MacArthur Blvd., to the Northernly corner of Lot 561 of "Woodland Acres Sub. No. 7", as recorded in Liber 21 of Plats, on Pages 29 and 30, Washtenaw County Records; thence North 40°04'24" West, 648.18 feet, along the Northernly boundary of said "Woodland Acres Sub. No. 7"; thence North 71°20'55" West, 400.99 feet, along the Northernly boundary of said "Woodland Acres Sub. No. 7", to the Northeast corner of Lot 755 of "Woodland Acres Sub. No. 9", as recorded in Liber 21 of Plats, on Pages 78, 79 and 80, Washtenaw County Records; thence the following courses along the Northernly boundary of said "Woodland Acres Sub. No. 9": North 70°49'33" West, 421.92 feet; and North 62°59'14" West, 114.49 feet; and North 55°53'08" West, 112.33 feet; and North 30°18'10" West, 89.19 feet; and North 06°31'11" West, 246.60 feet; and North 22°48'16" West, 95.46 feet; and North 35°01'05" West, 189.43 feet; and North 66°50'09" West, 420.67 feet; and 41.09 feet along a curve to the left, said curve having a radius of 266.00 feet, a central angle of 08°51'00", and a chord bearing and distance of South 36°14'11" West, 41.05 feet, along the Westerly right-of-way of Berkshire Drive (60.00 feet wide), to the Northeast corner of Lot 931 of "Woodland Acres Sub. No. 11", as recorded in Liber 27 of Plats, on Pages 20, 21, 22 and 23 of Washtenaw County Records; thence North 66°50'09" West, 129.68 feet, along the Northernly boundary of said "Woodland Acres Sub. No. 11"; thence South 23°09'51" West, 80.00 feet, along the Northernly boundary of said "Woodland Acres Sub. No. 11"; thence North 66°50'09" West, 328.37 feet, along the Northernly boundary of said "Woodland Acres Sub. No. 11" and an extension thereof; thence North 23°09'51" East, 204.59 feet; thence North 87°35'20" East, 89.26 feet; thence North 02°24'40" West, 750.00 feet, to the North line of said Section 34 and the centerline of Geddes Road; thence North 87°35'20" East, 558.26 feet, along the North line of said Section 34 and the centerline of said Geddes Road, to the North 1/4 Corner of said Section 34; thence North 87°49'18" East, 2659.53 feet, along the North line of said Section 34 and the centerline of said Geddes Road, to the Point of Beginning. All of the above being subject to the rights of the public in Harris Road and Geddes Road. All of the above containing 137.946 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record.

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4. SITE PLAN - UNITS 11 - 20, 33 - 37	
5. SITE PLAN - UNITS 21 - 24, 30 - 32	
6. SITE PLAN - UNITS 25 - 28, 67 - 71, 72	
7. SITE PLAN - UNITS 29 - 32, 73 - 76, 101 - 111	
8. SITE PLAN - UNITS 33 - 36, 95 - 100	
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10. SITE PLAN - UNITS 41 - 44, 95 - 100	
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36. UTILITY PLAN - PHASE II	

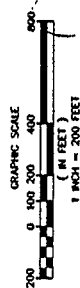
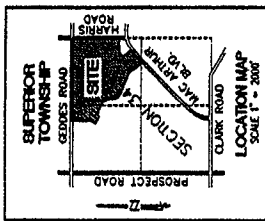
PROPOSED DATED
4-01-2004

BROOKSIDE OF SUPERIOR TOWNSHIP

TITLE PAGE



SEIBER, KEAST & ASSOCIATES, INC. CONDOMINIUM DIVISION	36
--	----



SURVEYOR'S CERTIFICATE

I, Michael L. Matlick, Professional Surveyor of the State of Michigan, hereby certify:

That the Subdivision Plan known as Brookside of Superior Township, Westmoreland County, Concession Survey, No. 343, as shown on the accompanying drawings, represents a survey on the ground made under my direction and that there are no existing encroachments upon the lands and property herein described.

That the registered monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended.

That the bearings as shown are noted on Survey Plan as required by the rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended.

Michael L. Matlick, Professional Surveyor
Registration Number 29249
Westmoreland County, Michigan
40095 Concession Survey, State 110
West, Michigan 48375-2123

PROPOSED DATED
4-01-2004

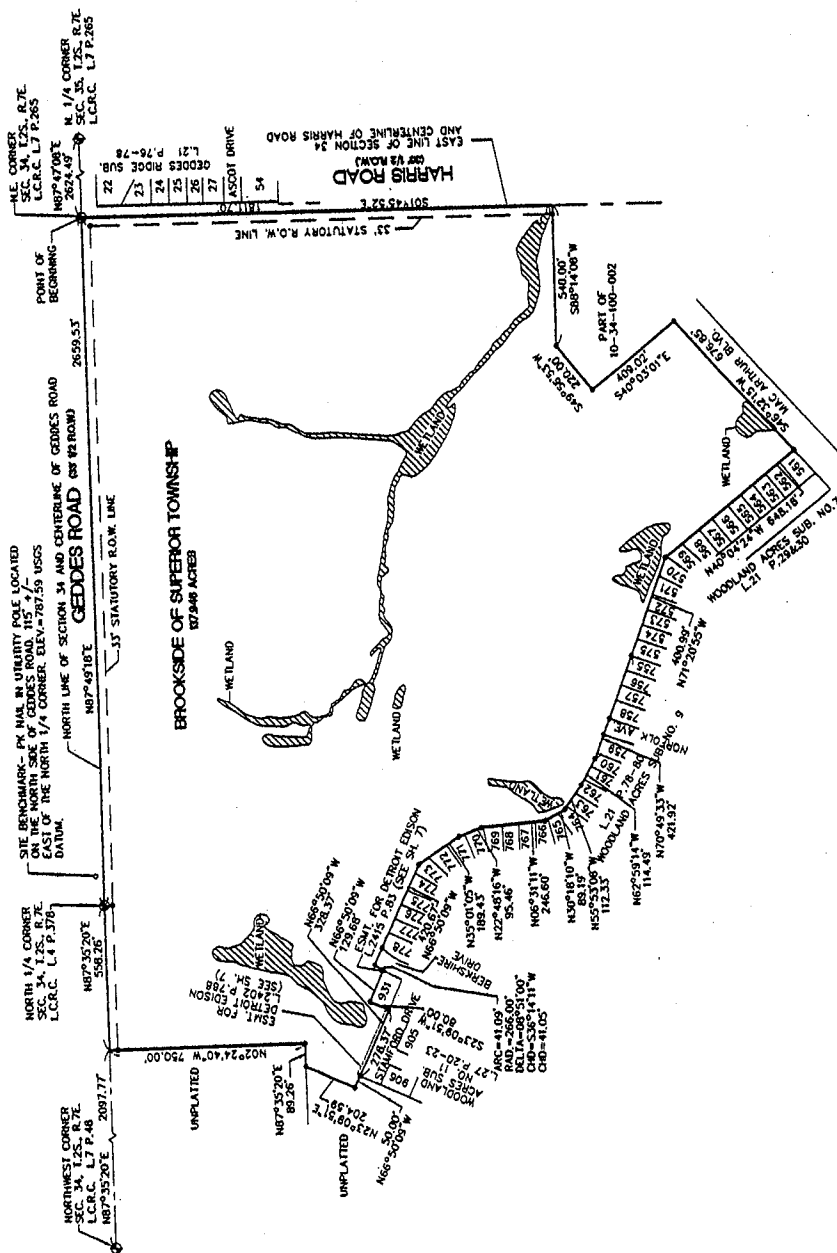
BROOKSIDE OF SUPERIOR TOWNSHIP

SURVEY PLAN



SHEER, HEAST & ASSOCIATES, INC.
CONCRETE MONUMENTS
10000 E. 10th Ave., Suite 110
West, Michigan 48375-2123

SHEET
2
OF
36



THE SYMBOL "O" INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE COLUMN, 5' LONG).

THE SYMBOL "X" INDICATES A CONCRETE MONUMENT FOUND (CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE COLUMN, 5' LONG).

NOTE: BEARINGS ARE SHOWN IN RELATION TO NORTH LINE OF SECTION 34. THE NORTHWEST CORNER OF SAID SECTION 34, AS LOCATED IN THE RECORD FLOOD HAZARD MAP, 9" x 11" IN LAYER 21, ON PAGES 20, 21, 22.

SEE SHEET 1 FOR LEGAL DESCRIPTION.

ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS. THE RECORDED PARCEL DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE RECORD FLOOD HAZARD MAP, 9" x 11" IN LAYER 21, ON PAGES 20, 21, 22. UNITED STATES DEPARTMENT OF AGRICULTURE, NATIONAL ENGINEERING EXPERIMENT STATION, WASHINGTON, D.C. 20004. PANEL NUMBER 260540-0002-A, EFFECTIVE DATE JAN. 17, 1977.

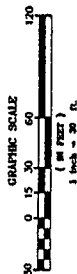
NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE FROM COMMISSION TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN GENERAL COMMON ELEMENTS, AS SHOWN ON THIS PLAN, ARE TO BE BUILT AND MAINTAINED BY THE HOMEOWNER. LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

① DENOTES COORDINATE POINT NUMBER.

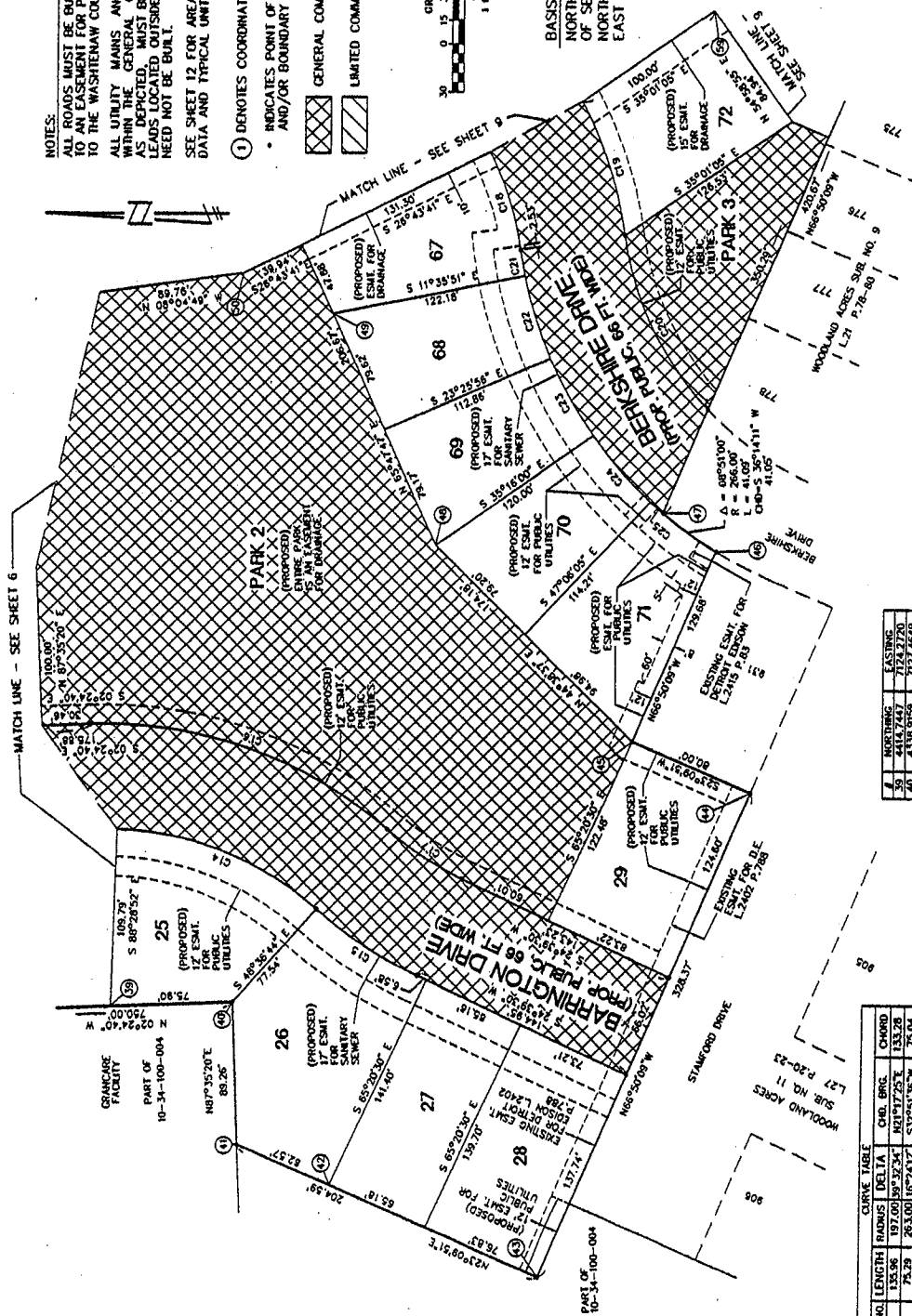
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.

LIMITED COMMON ELEMENT.



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000



PROPOSED DATED
4-01-2004

BROOKSIDE OF SUPERIOR TOWNSHIP

SITE PLAN - UNITS 25 - 29, 67 - 71, 72

SEDER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

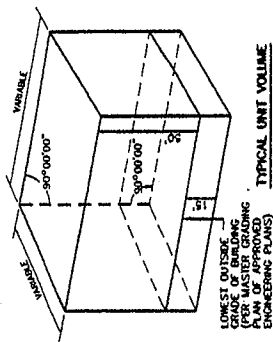


Michael J. Seder
MICHAEL J. SEDER
REGISTERED PROFESSIONAL ENGINEER
STATE OF MICHIGAN
NO. 040000

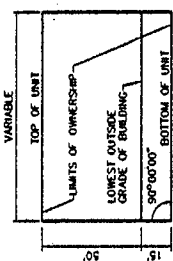
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72	4338.0159

CURVE NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
14	135.96	197.00	192°32'34"	N01°17'25"E	133.78
15	74.29	263.00	162°24'12"	S32°51'28"W	75.04
16	199.55	263.00	162°24'12"	N89°19'21"E	194.80
17	56.40	197.00	162°24'12"	S32°51'28"W	56.21
18	64.62	197.00	162°24'12"	N72°40'08"E	64.33
19	188.43	263.00	192°32'34"	N72°41'30"E	186.98
20	171.16	200.00	155°19'45"	S65°24'01"W	171.38
21	171.16	200.00	155°19'45"	S80°14'01"W	171.00
22	54.04	266.00	115°20'05"	S72°23'06"W	54.85
23	54.04	266.00	115°20'05"	S60°23'07"W	54.85
24	54.04	266.00	115°20'05"	S60°23'07"W	54.85
25	10.38	266.00	102°14'12"	S41°46'43"W	10.30

UNIT AREA TABLE



TYPICAL UNIT VOLUME



NOTE: THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PARALLEL TO EACH OTHER AND ARE PERPENDICULAR TO THE VERTICAL LIMITS.

TYPICAL UNIT CROSS SECTION

PARK AREA TABLE	
PARK NAME	PARK AREA (SQ. FT.)
PARK 1	87,003
PARK 2	144,250
PARK 3	56,646
PARK 4	15,642
PARK 5	2,851
BARRINGTON PARK	411,808
BERNARD PARK	20,263
BROOKVIEW PARK	40,546
CLAMONT PARK	31,289
DEWEY PARK	92,556
FRANKLIN PARK	124,445
GLASSBORO PARK	41,752
GREENBROOK PARK	46,367
LAUREL PARK	15,326
LONGVIEW PARK	84,945
MONMOUTH PARK	802,897
TELEFORD PARK	76,321
SOMERSET PLAYGROUND	65,327
WATKINS PARK	55,267
WINDHAM PARK	

PARK AREA TABLE

PARK NAME	PARK AREA SQUARE FEET
PARK 1	87,003
PARK 2	144,250
PARK 3	59,646
PARK 4	15,642
PARK 5	2,854
BARRINGTON PARK	414,800
KERDOWATER PARK	20,569
S.BROGEMAN PARK	48,544
N.HAMMON PARK	31,289
N.HAMTON PARK	92,556
PRESTON PARK	121,445
N.SAVANNAH PARK	13,752
S.SAVANNAH PARK	83,227
SOMERSET PARK	44,306
TOMPKINS PLAZA/GROUND	16,305
WATSON PARK	84,745
N.WATKINS PARK	16,853
S.WATKINS PARK	71,361
WEAVER PARK	65,327

PARK AR

PROPOSED DATED
4-01-2004

BROOKSIDE OF SUPERIOR TOWNSHIP

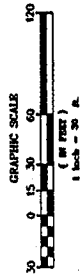
AREA AND VOLUME DATA



SEIBER, KEAST &
ASSOCIATES, INC.
GENERAL AND SPECIALTIES

2000

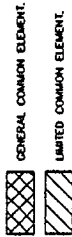
[illegible]



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE RIGHT-OF-WAY SHALL BE CONSIDERED AS DEPICTED. MUST BE BUILT, UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

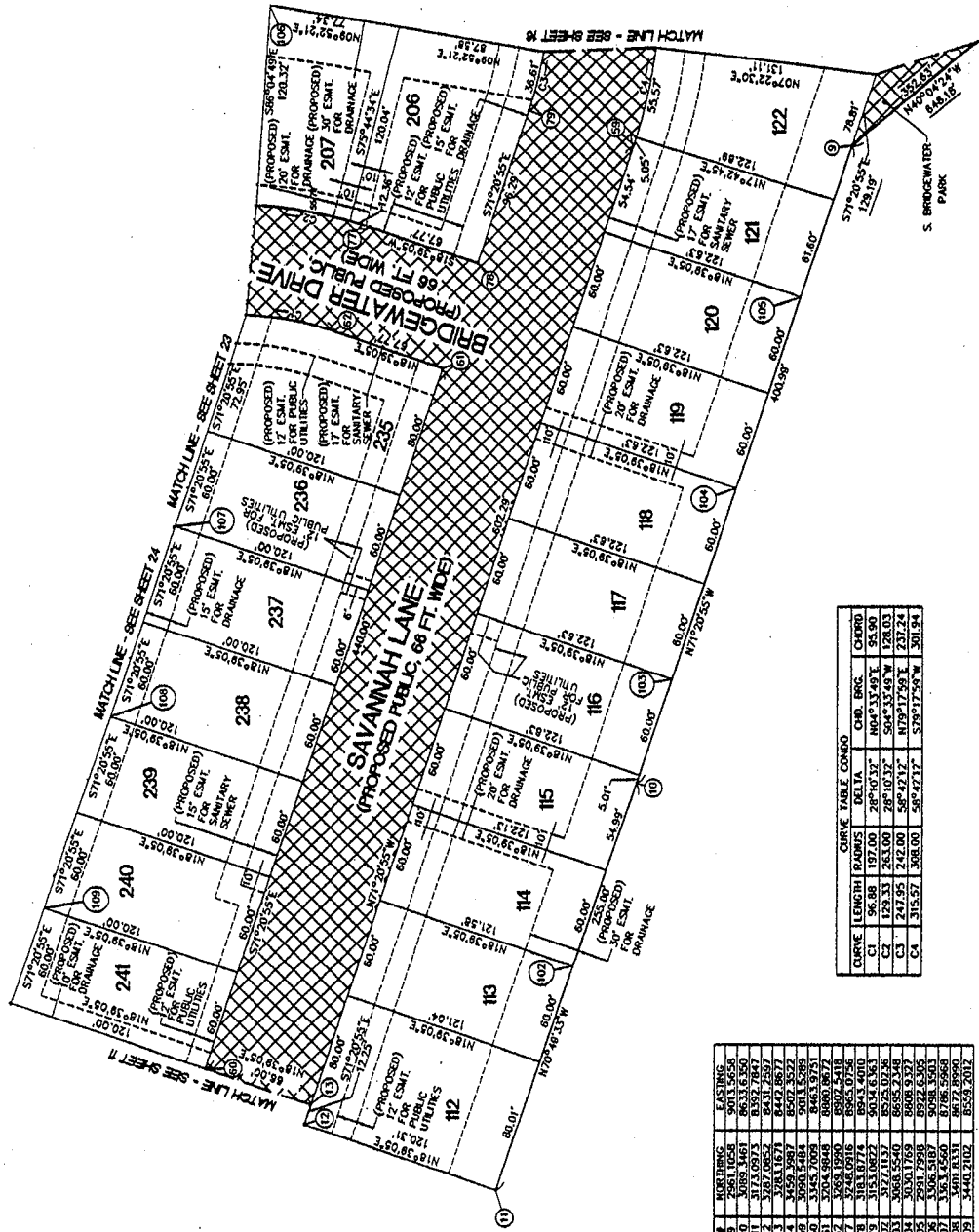
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- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.



PROPOSED DATED
4-1-2004

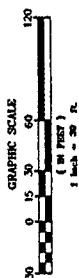
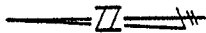
BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 112-122, 206-207, 235-241

SEEBER, HEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS
15
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CURVE	LENGTH	POINTS	DELTA	CHD. BRC.	CHORD
C1	187.00	28°10'37"	180°33'55"	95.00	187.00
C2	187.00	28°10'37"	180°33'55"	95.00	187.00
C3	242.00	24°02'12"	179°57'12"	120.00	242.00
C4	315.57	308.00	59°42'12"	579°17'55"	301.94

STATION	NORTHING	EASTING
10	5083.4661	8611.6350
11	3173.0973	8397.7847
12	3287.0852	8437.2597
13	3383.1357	8497.3297
14	3459.3857	8507.3297
15	3508.4484	8501.1528
16	3545.7095	8483.9751
17	3569.1990	8460.9216
18	3581.0774	8434.4010
19	3581.0774	8403.0343
20	3571.1157	8368.0343
21	3548.5540	8325.2348
22	3508.1769	8268.9327
23	3451.7695	8204.5205
24	3383.4550	8128.5965
25	3301.8331	8047.6990
26	3210.2102	8558.2012



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MARKS AND LEADS LOCATED BY THE WASHINGTON COUNTY ROAD COMMISSION MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

- ① DENOTES COORDINATE POINT NUMBER.
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
 LIMITED COMMON ELEMENT.

PROPOSED DATED
4-1-2004

BROOKSIDE OF SUPERIOR TOWNSHIP

SITE PLAN - UNITS 153-156, 178-180

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 WEST 10TH STREET, SUITE 200
ST. CLOUD, MN 56301
PHONE: (320) 325-1100
FAX: (320) 325-1101
WWW.SEIBER-KEAST.COM

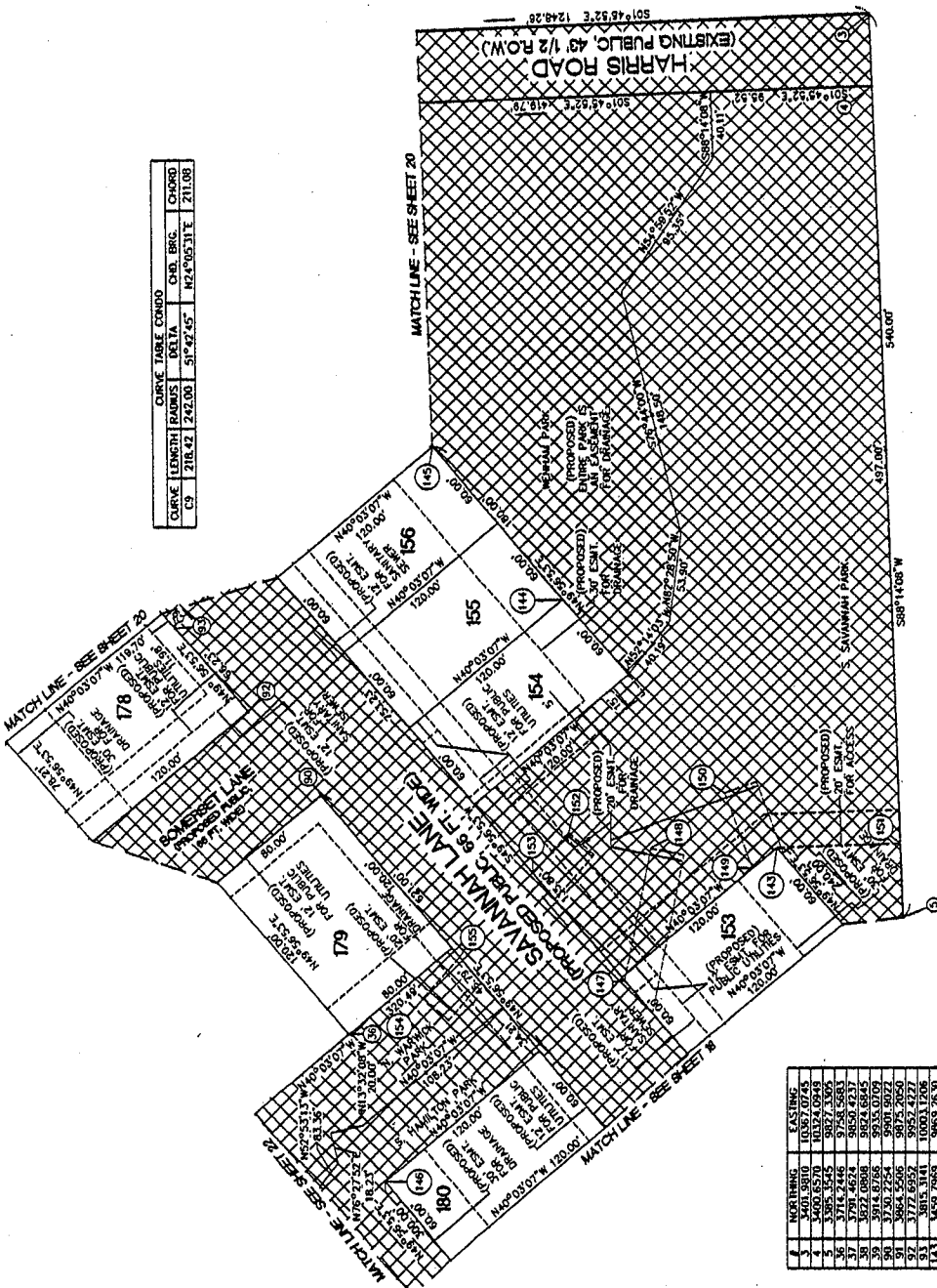


Mark A. Seiber
Professional Engineer
State of Minnesota
License No. 10000
Expiration Date 12/31/2004

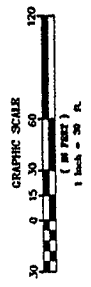
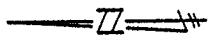
19

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CURVE TABLE CONGO			
CURVE LENGTH	RAIUS	DELTA	CHD. BKG.
178	218.42	242.00	51° 42' 45"
179	218.42	242.00	51° 42' 45"
180	218.42	242.00	51° 42' 45"



NORTHING	EASTING
1	1000.0000
2	1000.0000
3	1000.0000
4	1000.0000
5	1000.0000
6	1000.0000
7	1000.0000
8	1000.0000
9	1000.0000
10	1000.0000
11	1000.0000
12	1000.0000
13	1000.0000
14	1000.0000
15	1000.0000
16	1000.0000
17	1000.0000
18	1000.0000
19	1000.0000
20	1000.0000
21	1000.0000
22	1000.0000
23	1000.0000
24	1000.0000
25	1000.0000
26	1000.0000
27	1000.0000
28	1000.0000
29	1000.0000
30	1000.0000
31	1000.0000
32	1000.0000
33	1000.0000
34	1000.0000
35	1000.0000
36	1000.0000
37	1000.0000
38	1000.0000
39	1000.0000
40	1000.0000
41	1000.0000
42	1000.0000
43	1000.0000
44	1000.0000
45	1000.0000
46	1000.0000
47	1000.0000
48	1000.0000
49	1000.0000
50	1000.0000
51	1000.0000
52	1000.0000
53	1000.0000
54	1000.0000
55	1000.0000
56	1000.0000
57	1000.0000
58	1000.0000
59	1000.0000
60	1000.0000
61	1000.0000
62	1000.0000
63	1000.0000
64	1000.0000
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68	1000.0000
69	1000.0000
70	1000.0000
71	1000.0000
72	1000.0000
73	1000.0000
74	1000.0000
75	1000.0000
76	1000.0000
77	1000.0000
78	1000.0000
79	1000.0000
80	1000.0000
81	1000.0000
82	1000.0000
83	1000.0000
84	1000.0000
85	1000.0000
86	1000.0000
87	1000.0000
88	1000.0000
89	1000.0000
90	1000.0000
91	1000.0000
92	1000.0000
93	1000.0000
94	1000.0000
95	1000.0000
96	1000.0000
97	1000.0000
98	1000.0000
99	1000.0000
100	1000.0000



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
1. ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.
2. ALL UTILITY MARKS AND LEADS LOCATED WITHIN THE EASEMENT MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
3. SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.
4. (1) DENOTES COORDINATE POINT NUMBER.
5. * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
6. GENERAL COMMON ELEMENT.
7. LIMITED COMMON ELEMENT.

	NORTHING	EASTING
1	4639.6478	10326.6509
2	4639.6478	9962.6509
3	4639.6478	9588.6509
4	4639.6478	9214.6509
5	4639.6478	8840.6509
6	4639.6478	8466.6509
7	4639.6478	8092.6509
8	4639.6478	7718.6509
9	4639.6478	7344.6509
10	4639.6478	6970.6509
11	4639.6478	6596.6509
12	4639.6478	6222.6509
13	4639.6478	5848.6509
14	4639.6478	5474.6509
15	4639.6478	5100.6509
16	4639.6478	4726.6509
17	4639.6478	4352.6509
18	4639.6478	3978.6509
19	4639.6478	3604.6509
20	4639.6478	3230.6509
21	4639.6478	2856.6509
22	4639.6478	2482.6509
23	4639.6478	2108.6509
24	4639.6478	1734.6509
25	4639.6478	1360.6509
26	4639.6478	986.6509
27	4639.6478	612.6509
28	4639.6478	238.6509
29	4639.6478	-136.6509
30	4639.6478	-510.6509

PROPOSED DATED
4-01-2004

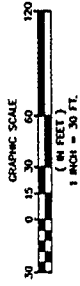
BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 164-173, 268-273, 289-294



CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C21	196.88	242.00	45°38'11"	N25°09'57"W	191.59
C22	424.87	308.00	79°03'18"	N41°17'31"W	392.05

SEBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
211
4000 1st Avenue S.W.
Minneapolis, MN 55412
612-338-3300

	NORTHING	EASTING
1	9000.0000	5000.0000
2	9000.0000	5000.0000
3	9000.0000	5000.0000
4	9000.0000	5000.0000
5	9000.0000	5000.0000
6	9000.0000	5000.0000
7	9000.0000	5000.0000
8	9000.0000	5000.0000
9	9000.0000	5000.0000
10	9000.0000	5000.0000
11	9000.0000	5000.0000
12	9000.0000	5000.0000
13	9000.0000	5000.0000
14	9000.0000	5000.0000
15	9000.0000	5000.0000
16	9000.0000	5000.0000
17	9000.0000	5000.0000
18	9000.0000	5000.0000
19	9000.0000	5000.0000
20	9000.0000	5000.0000
21	9000.0000	5000.0000
22	9000.0000	5000.0000
23	9000.0000	5000.0000
24	9000.0000	5000.0000
25	9000.0000	5000.0000
26	9000.0000	5000.0000
27	9000.0000	5000.0000
28	9000.0000	5000.0000
29	9000.0000	5000.0000
30	9000.0000	5000.0000
31	9000.0000	5000.0000
32	9000.0000	5000.0000
33	9000.0000	5000.0000
34	9000.0000	5000.0000
35	9000.0000	5000.0000
36	9000.0000	5000.0000
37	9000.0000	5000.0000
38	9000.0000	5000.0000
39	9000.0000	5000.0000
40	9000.0000	5000.0000
41	9000.0000	5000.0000
42	9000.0000	5000.0000
43	9000.0000	5000.0000
44	9000.0000	5000.0000
45	9000.0000	5000.0000
46	9000.0000	5000.0000
47	9000.0000	5000.0000
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52	9000.0000	5000.0000
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78	9000.0000	5000.0000
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80	9000.0000	5000.0000
81	9000.0000	5000.0000
82	9000.0000	5000.0000
83	9000.0000	5000.0000
84	9000.0000	5000.0000
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86	9000.0000	5000.0000
87	9000.0000	5000.0000
88	9000.0000	5000.0000
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92	9000.0000	5000.0000
93	9000.0000	5000.0000
94	9000.0000	5000.0000
95	9000.0000	5000.0000
96	9000.0000	5000.0000
97	9000.0000	5000.0000
98	9000.0000	5000.0000
99	9000.0000	5000.0000
100	9000.0000	5000.0000



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

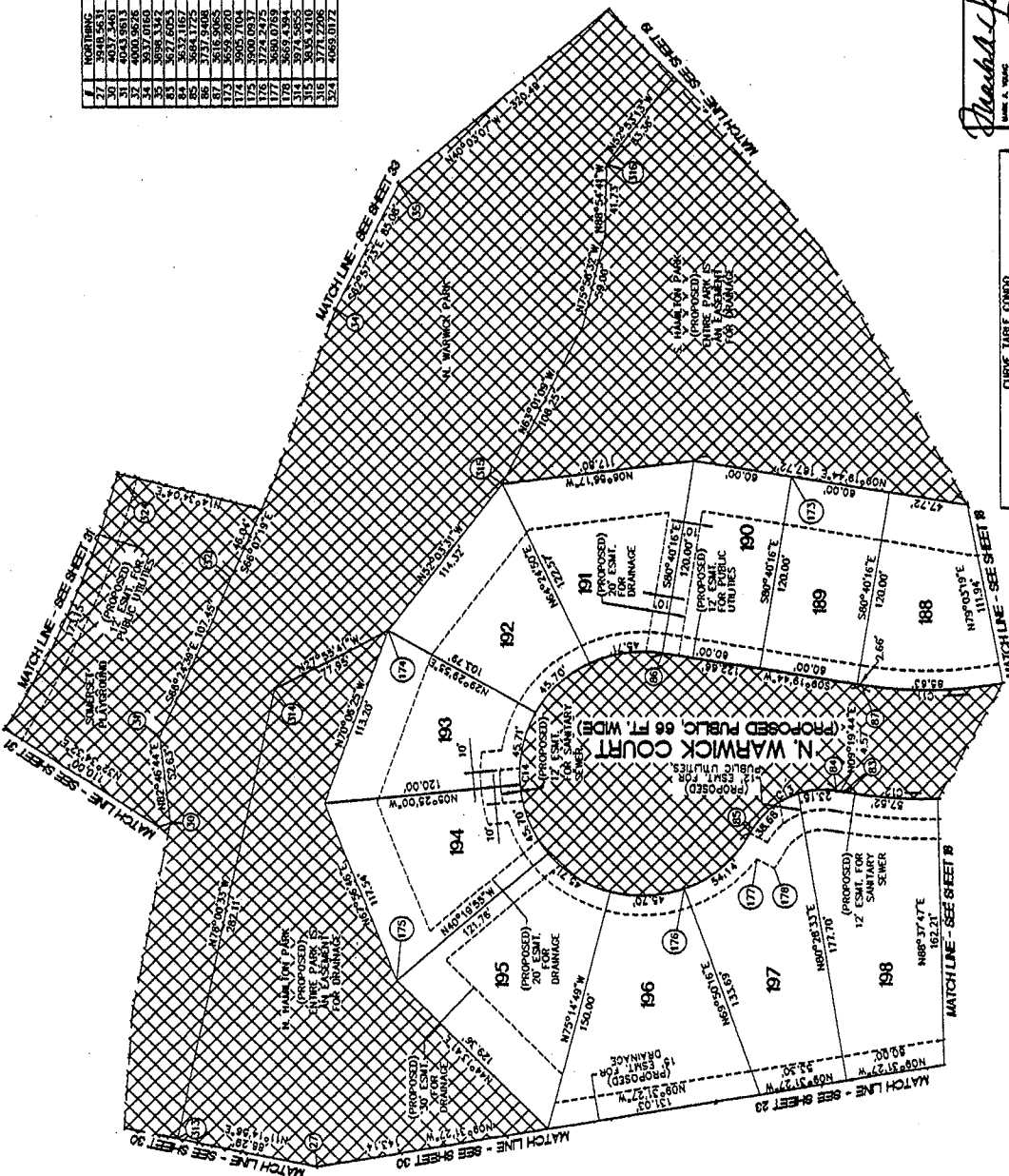
NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT
TO AN EASEMENT FOR PUBLIC USE GRANTED
TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY LINES AND LEADS LOCATED
HEREIN ARE FOR INFORMATION ONLY.
AS SHOWN, THEY MUST BE BUILT, UTILITY
LEADS LOCATED OUTSIDE EASEMENT AREAS
NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME
DATA AND TYPICAL UNIT CROSS SECTION.

- ① DENOTES COORDINATE POINT NUMBER.
- * INDICATES POINT OF CURVATURE
AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
- LIMITED COMMON ELEMENT.

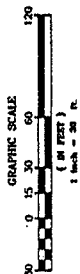
PROPOSED DATED
4-01-2004

BROOKSIDE OF SUPERIOR TOWNSHIP SITE PLAN - UNITS 188-198

SEBER, KEAST &
ASSOCIATES, INC.
22
36



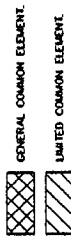
CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C11	208.57	242.00	49°22'51"	S15°21'41"E	202.17
C12	285.45	300.00	49°22'51"	N15°21'41"W	257.31
C13	61.83	50.00	70°51'09"	N26°05'50"W	57.97
C14	378.37	75.00	250°51'09"	N63°54'10"E	122.23



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

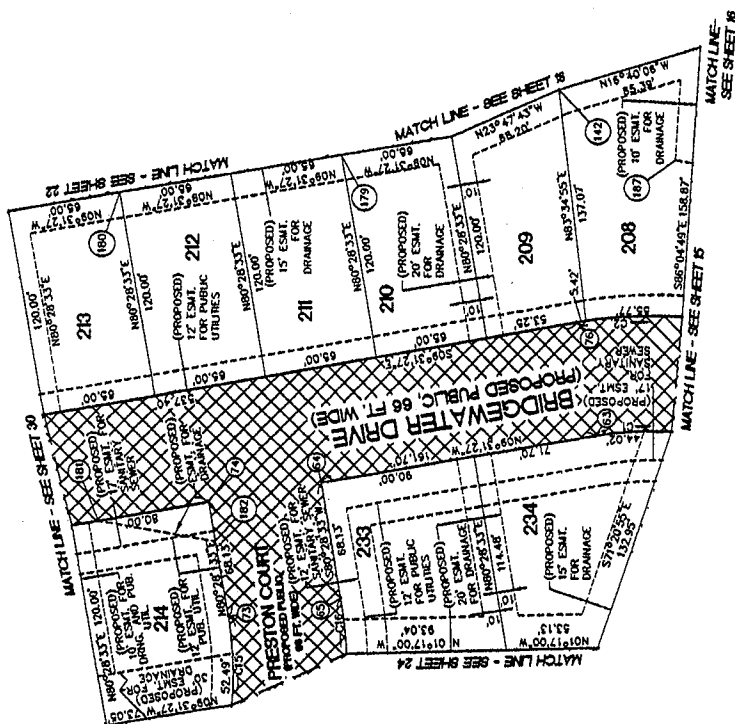
NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE EASEMENT ARE SHOWN AS DEPICTED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

- 1 DENOTES COORDINATE POINT NUMBER.
• INDICATES POINT OF ORIGIN/UTILITY AND/OR BOUNDARY CORNER.



CURVE TABLE (CONT'D)			
CURVE	LENGTH	PI	CHORD
C1	179.33	137.00	20°10'32"
C2	179.33	263.00	20°10'32"
C3	179.33	263.00	20°10'32"
C4	179.33	263.00	20°10'32"

NORTHING		EASTING	
23	8548.4037	8740.9128	
24	8548.4037	8740.9128	
25	8548.4037	8740.9128	
26	8548.4037	8740.9128	
27	8548.4037	8740.9128	
28	8548.4037	8740.9128	
29	8548.4037	8740.9128	
30	8548.4037	8740.9128	
31	8548.4037	8740.9128	
32	8548.4037	8740.9128	
33	8548.4037	8740.9128	
34	8548.4037	8740.9128	
35	8548.4037	8740.9128	
36	8548.4037	8740.9128	
37	8548.4037	8740.9128	
38	8548.4037	8740.9128	
39	8548.4037	8740.9128	
40	8548.4037	8740.9128	
41	8548.4037	8740.9128	
42	8548.4037	8740.9128	
43	8548.4037	8740.9128	
44	8548.4037	8740.9128	
45	8548.4037	8740.9128	
46	8548.4037	8740.9128	
47	8548.4037	8740.9128	
48	8548.4037	8740.9128	
49	8548.4037	8740.9128	
50	8548.4037	8740.9128	
51	8548.4037	8740.9128	
52	8548.4037	8740.9128	
53	8548.4037	8740.9128	
54	8548.4037	8740.9128	
55	8548.4037	8740.9128	
56	8548.4037	8740.9128	
57	8548.4037	8740.9128	
58	8548.4037	8740.9128	
59	8548.4037	8740.9128	
60	8548.4037	8740.9128	
61	8548.4037	8740.9128	
62	8548.4037	8740.9128	
63	8548.4037	8740.9128	
64	8548.4037	8740.9128	
65	8548.4037	8740.9128	
66	8548.4037	8740.9128	
67	8548.4037	8740.9128	
68	8548.4037	8740.9128	
69	8548.4037	8740.9128	
70	8548.4037	8740.9128	
71	8548.4037	8740.9128	
72	8548.4037	8740.9128	
73	8548.4037	8740.9128	
74	8548.4037	8740.9128	
75	8548.4037	8740.9128	
76	8548.4037	8740.9128	
77	8548.4037	8740.9128	
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79	8548.4037	8740.9128	
80	8548.4037	8740.9128	
81	8548.4037	8740.9128	
82	8548.4037	8740.9128	
83	8548.4037	8740.9128	
84	8548.4037	8740.9128	
85	8548.4037	8740.9128	
86	8548.4037	8740.9128	
87	8548.4037	8740.9128	
88	8548.4037	8740.9128	
89	8548.4037	8740.9128	
90	8548.4037	8740.9128	
91	8548.4037	8740.9128	
92	8548.4037	8740.9128	
93	8548.4037	8740.9128	
94	8548.4037	8740.9128	
95	8548.4037	8740.9128	
96	8548.4037	8740.9128	
97	8548.4037	8740.9128	
98	8548.4037	8740.9128	
99	8548.4037	8740.9128	
100	8548.4037	8740.9128	



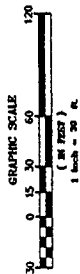
PROPOSED DATED
4-1-2004

BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 208-214, 233-234



MARK A. YOUNG
ENGINEER, NO. 10000

SEBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS
23
OF
36



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

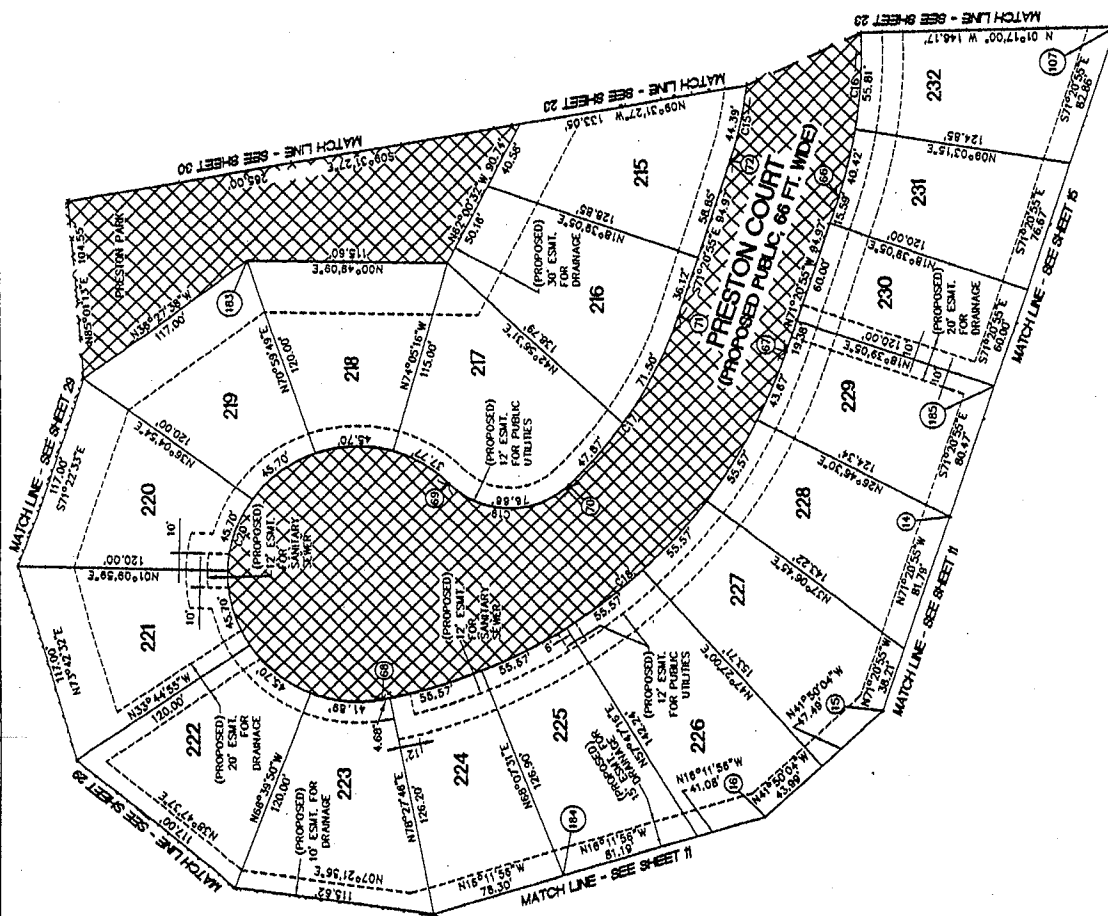
NOTES:
1. ALL EASEMENTS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.
2. ALL UTILITY MARKS AND LEADS LOCATED HEREON ARE GENERAL INFORMATION ONLY. AS SHOWN, THEY MAY BE BUILT, RELOCATED, OR LEADS LOCATED OUTSIDE EASEMENT AREAS. SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

① DENOTES COORDINATE POINT NUMBER.
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.
LIMITED COMMON ELEMENT.

CURVE TABLE CORNER				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C15	36.89	197.00	28°10'32"	585.2611'E
C16	174.31	263.00	28°10'32"	885.2611'E
C17	174.31	263.00	28°10'32"	885.2611'E
C18	326.20	508.00	48°52'45"	1011.3025'E
C19	76.66	50.00	81°54'03"	500.5073'W
C20	308.18	75.00	235°45'55"	577.5704'E
C21	132.79			

	NORTHING	EASTING
1	4327.7758	8308.6544
2	4327.7758	8308.6544
3	4327.7758	8308.6544
4	4327.7758	8308.6544
5	4327.7758	8308.6544
6	4327.7758	8308.6544
7	4327.7758	8308.6544
8	4327.7758	8308.6544
9	4327.7758	8308.6544
10	4327.7758	8308.6544
11	4327.7758	8308.6544
12	4327.7758	8308.6544
13	4327.7758	8308.6544
14	4327.7758	8308.6544
15	4327.7758	8308.6544
16	4327.7758	8308.6544
17	4327.7758	8308.6544
18	4327.7758	8308.6544
19	4327.7758	8308.6544
20	4327.7758	8308.6544
21	4327.7758	8308.6544
22	4327.7758	8308.6544
23	4327.7758	8308.6544
24	4327.7758	8308.6544
25	4327.7758	8308.6544
26	4327.7758	8308.6544
27	4327.7758	8308.6544
28	4327.7758	8308.6544
29	4327.7758	8308.6544
30	4327.7758	8308.6544
31	4327.7758	8308.6544
32	4327.7758	8308.6544
33	4327.7758	8308.6544
34	4327.7758	8308.6544
35	4327.7758	8308.6544
36	4327.7758	8308.6544
37	4327.7758	8308.6544
38	4327.7758	8308.6544
39	4327.7758	8308.6544
40	4327.7758	8308.6544
41	4327.7758	8308.6544
42	4327.7758	8308.6544
43	4327.7758	8308.6544
44	4327.7758	8308.6544
45	4327.7758	8308.6544
46	4327.7758	8308.6544
47	4327.7758	8308.6544
48	4327.7758	8308.6544
49	4327.7758	8308.6544
50	4327.7758	8308.6544
51	4327.7758	8308.6544
52	4327.7758	8308.6544
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61	4327.7758	8308.6544
62	4327.7758	8308.6544
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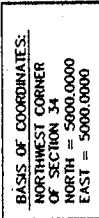
PROPOSED DATED
4-1-2004

BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 215-232



SEBER, KEAST &
ASSOCIATES, INC.
Civil/Environmental
1000 1st Ave. N.E.
Seattle, WA 98109
206-461-1000

SHEET
24
OF
36

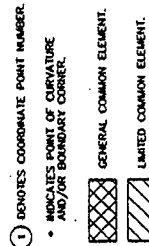


NOTES:

ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.

ALL UTILITY MARKS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.



PROPOSED DATED
4-01-2004

BROOKSIDE OF SUPERIOR TOWNSHIP

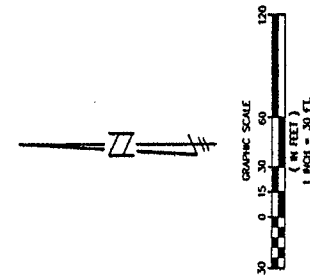
SITE PLAN - UNITS 242-249, 308-313

SUBER, KEAST & ASSOCIATES, INC. MILLER AND SHEET 26

20 OF 36
 ASSOCIATES, LLC
 10000 W. 10th Ave. Suite 1000
 Denver, CO 80202
 (303) 733-1000
 www.associatesllc.com

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C40	311.60	517.00	34°45'14"	N74°48'05"W	308.81
C41	343.63	583.00	34°45'14"	N74°48'05"W	348.73

	NORTHING		EASTING	
201	5059.9144	8893.3076		
202	5058.8147	8917.9379		
203	5079.7678	8391.7636		
204	4915.5919	8448.1165		
205	4849.6396	8550.6752		
206	5138.7245	8369.4831		
207	5073.8007	8353.6640		
208	4903.8807	8368.7250		
209	4843.9344	8400.1735		
210	5032.8446	8477.6062		
211	5040.9949	8872.1107		
212	5029.5242	8881.5918		
213	4894.3693	8956.8177		
214	5001.9247	9313.3289		
215	4695.4430	8966.5493		
216	4697.4974	8766.7126		
217	4747.9974	8690.1991		
218	4709.5143	8605.7406		
219	4721.5287			

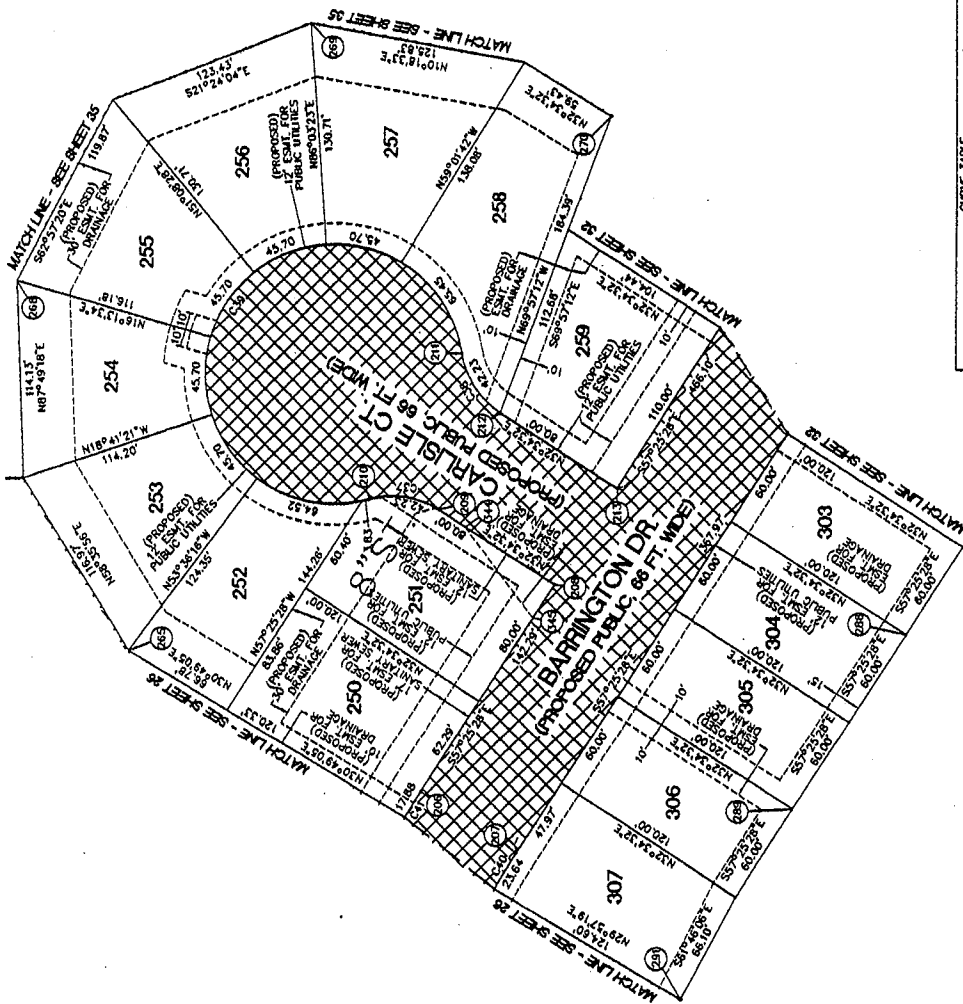


BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL RIGHTS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE PROPOSED EASEMENT AREAS, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.
① DENOTES COORDINATE POINT NUMBER.
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.
LIMITED COMMON ELEMENT.

POINT	NORTHING	EASTING
200	4824.2887	8884.1655
201	4792.6665	8904.0710
202	4774.6665	8904.0710
203	4818.1031	8947.1439
204	4855.6534	8953.1163
205	4855.6534	8953.1163
206	4855.6534	8953.1163
207	4774.6665	8904.0710
208	4774.6665	8904.0710
209	4774.6665	8904.0710
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298	4774.6665	8904.0710
299	4774.6665	8904.0710
300	4774.6665	8904.0710



CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C26	45.23	20.00	48°23'48"	N88°22'42"E	40.59
C27	45.23	20.00	48°23'48"	S85°46'22"W	40.59
C28	362.32	75.00	17°28'14"	N74°48'05"W	368.81
C29	362.32	75.00	17°28'14"	N74°48'05"W	368.81
C30	362.32	75.00	17°28'14"	N74°48'05"W	368.81
C31	362.32	75.00	17°28'14"	N74°48'05"W	368.81

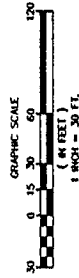
PROPOSED DATED
4-01-2004

BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - UNITS 250-259, 304-307

MADE A. WONG
DRAFTER

SEBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEER

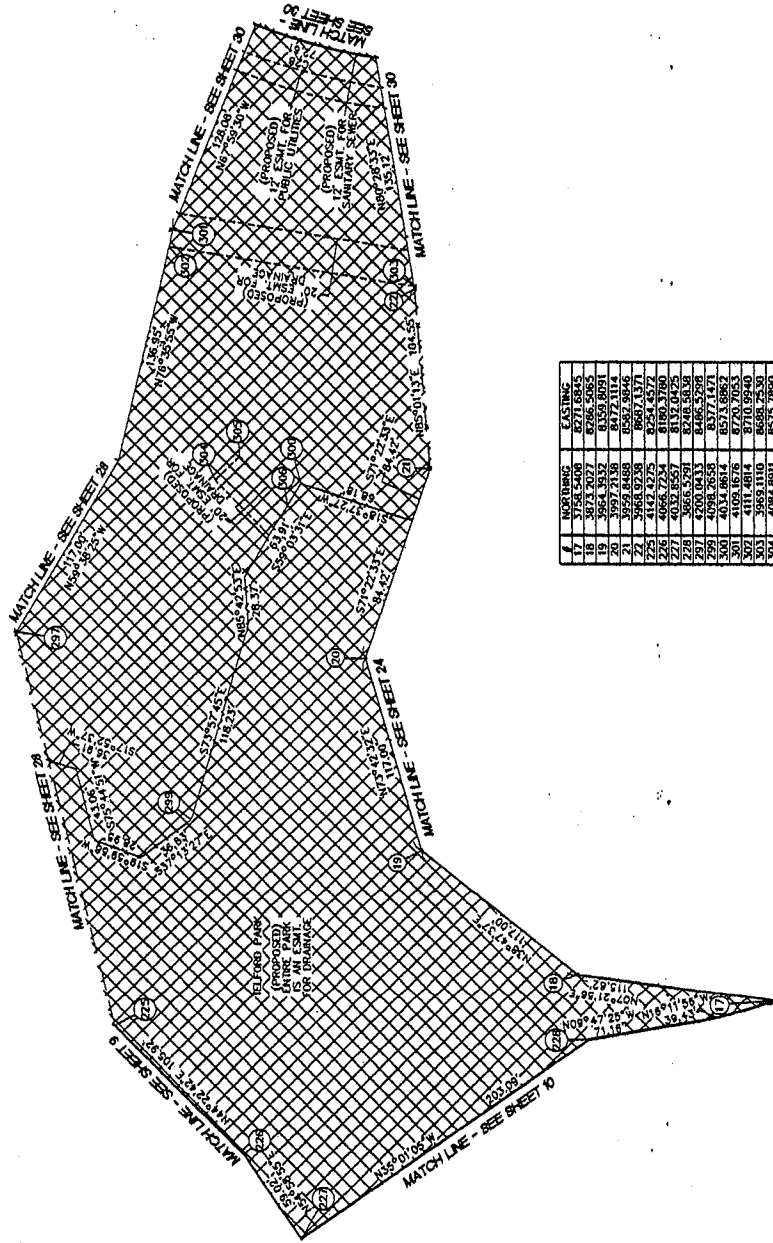
27
OF
36



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MARKS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY AREAS NOT LOCATED INSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

- ① DENOTES COORDINATE POINT NUMBER.
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
 LIMITED COMMON ELEMENT.



	NORTHING	EASTING
1	3754.5406	8771.8845
2	3754.5406	8771.8845
3	3754.5406	8771.8845
4	3754.5406	8771.8845
5	3754.5406	8771.8845
6	3754.5406	8771.8845
7	3754.5406	8771.8845
8	3754.5406	8771.8845
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31	3754.5406	8771.8845
32	3754.5406	8771.8845
33	3754.5406	8771.8845
34	3754.5406	8771.8845
35	3754.5406	8771.8845
36	3754.5406	8771.8845

CURVE	LENGTH	RADIUS	DELTA	CHD. BRC.	CHORD
C28	276.31	306.00	47°05'59"	S11°31'33"W	221.26

PROPOSED DATED
4-01-2004

SITE PLAN - PARK AREA

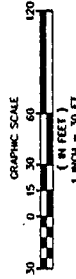
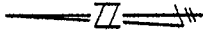
SEBER, KEAST &
ASSOCIATES, INC.
CREATING THE FUTURE



Mark A. Seber
Mark A. Seber, P.E.
CREATING THE FUTURE

DATE: 4/01/04
DRAWN BY: JTH

36



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

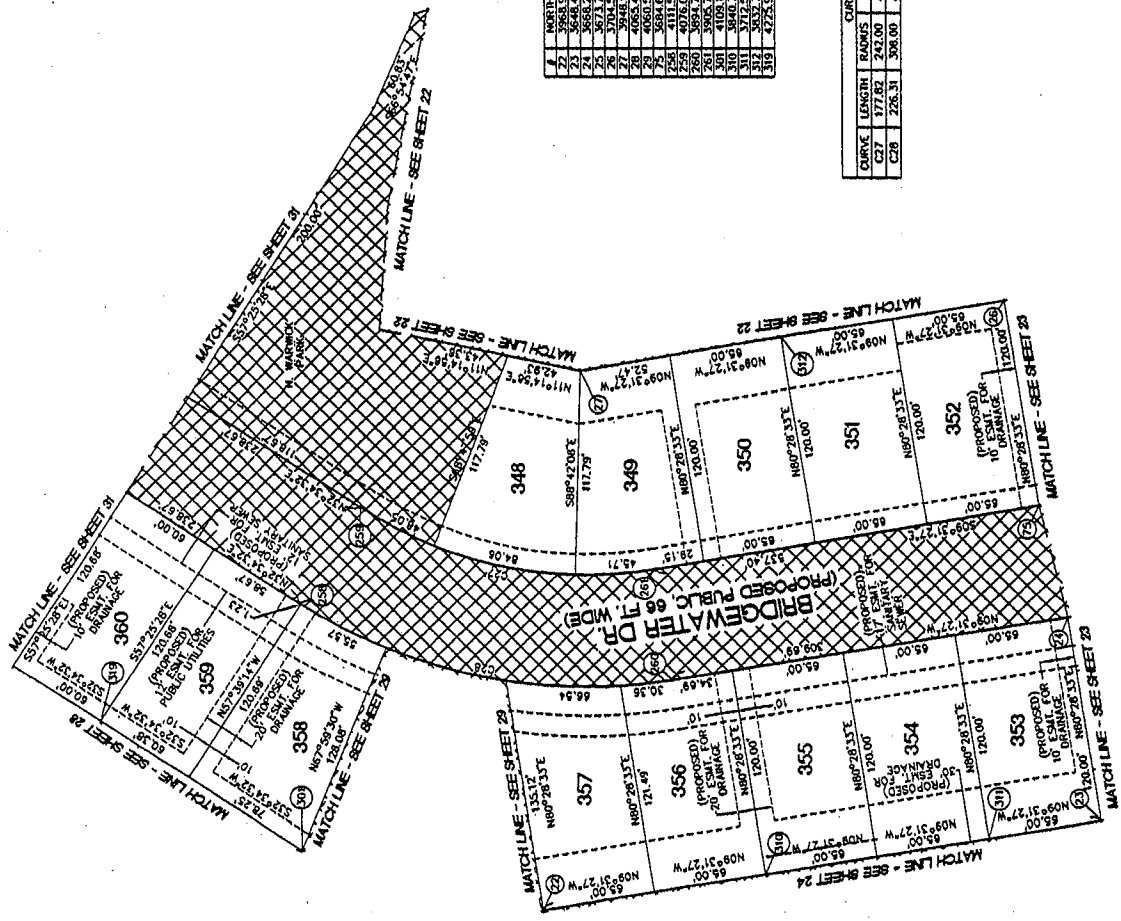
NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY MARKS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY MARKS LOCATED OUTSIDE LOT BOUNDARIES NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT

STATIONING	EASTING
21	5000.0000
22	5000.0000
23	5000.0000
24	5000.0000
25	5000.0000
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95	5000.0000
96	5000.0000
97	5000.0000
98	5000.0000
99	5000.0000
100	5000.0000

CURVE	LENGTH	RADIUS	DELTA	CHD. BRC.	CHORD
C27	177.82	242.00	42°05'58"	S10°31'33"W	173.84
C28	226.31	308.00	47°05'58"	S10°31'33"W	221.26



PROPOSED DATED
4-01-2004

BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - 348-360



Matthew A. Cooney
Professional Engineer
No. 2786
State of Wisconsin

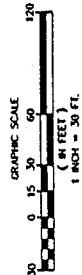
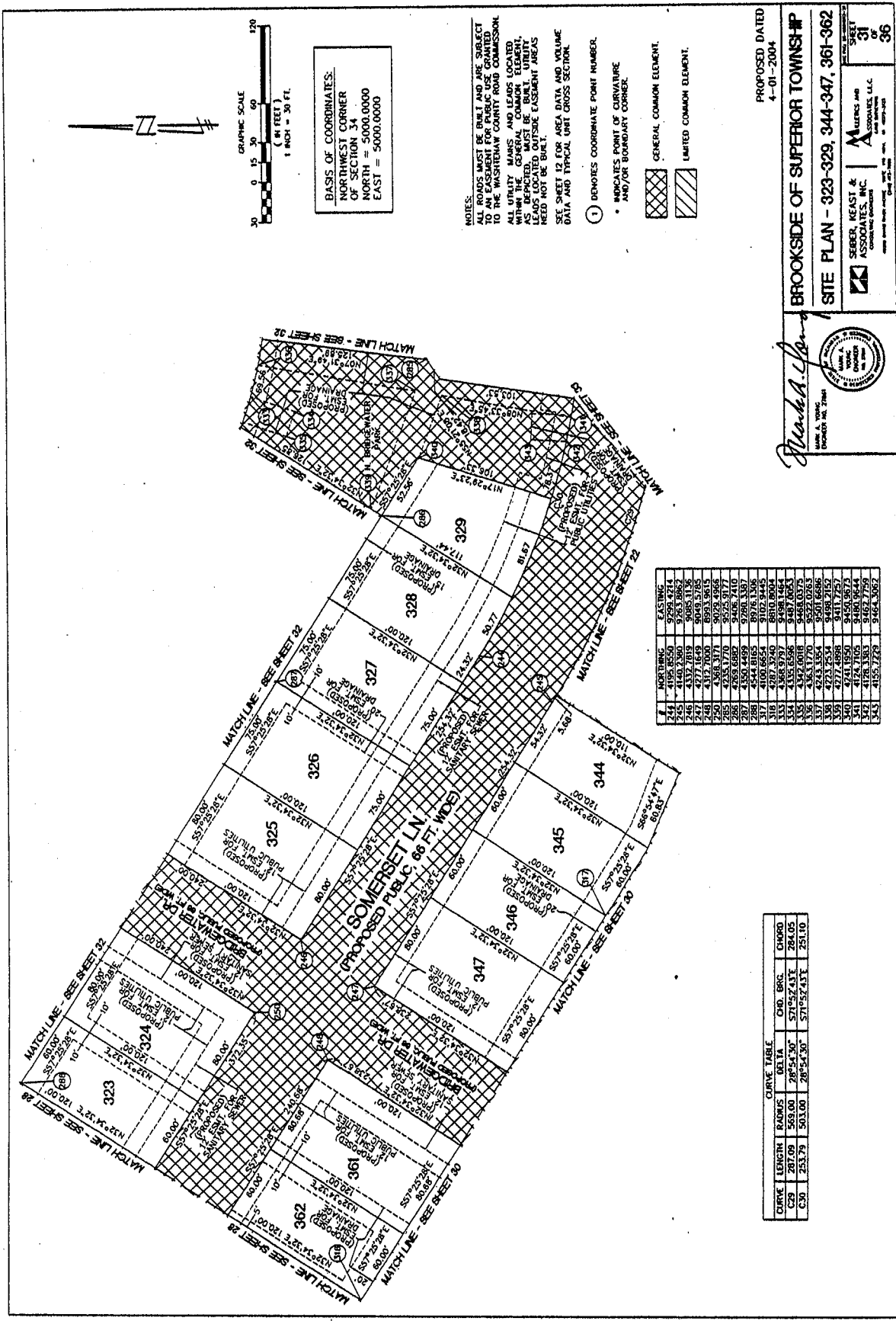


Wisconsin Department of Transportation



SERBER, HEIST & ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 W. WISCONSIN AVE., SUITE 200
MILWAUKEE, WI 53233-3400
TEL: 414-224-8800
FAX: 414-224-8801
WWW.SHA-INC.COM

PROJECT NO. 30
OF 36



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

NOTES:
ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.
ALL UTILITY LINES AND ROADS LOCATED AS SHOWN ON THIS PLAN ARE TO BE BUILT, MAINTAINED, AND REPAIRED BY THE UTILITY OWNERS.
LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR ARIE DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

- ① DENOTES COORDINATE POINT NUMBER.
- * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.
LIMITED COMMON ELEMENT.

PROPOSED DATED
4-01-2004

BROOKSIDE OF SUPERIOR TOWNSHIP
SITE PLAN - 323-329, 344-347, 361-362

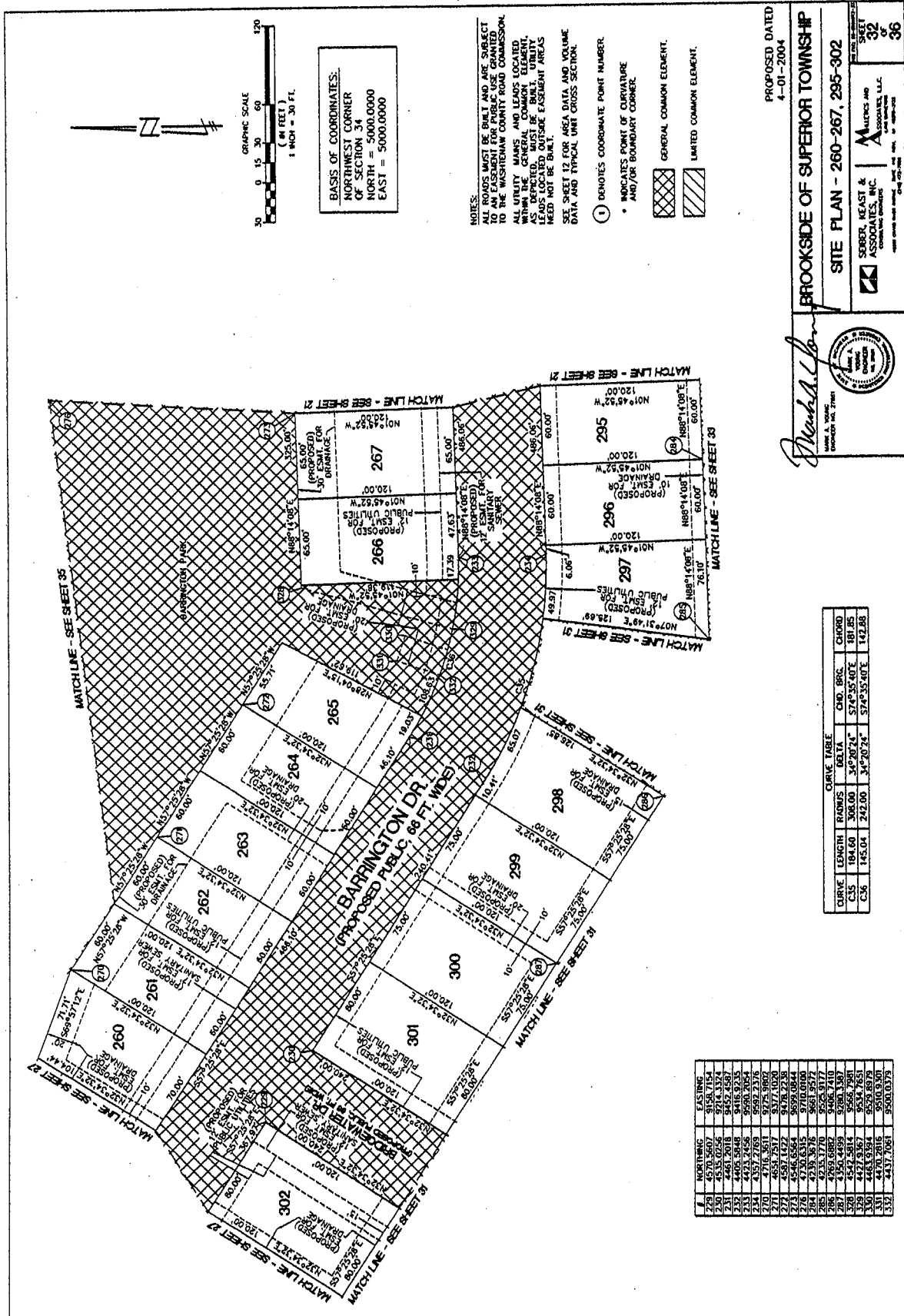
SEBER, REAST & ASSOCIATES, INC. | A | ASSOCIATES, LLC
SHEET 31 OF 36

Michael J. Seber
MADE A WITNESS
PROJECT NO. 1200

LINE	NORTHING	EASTING
244	4195.8550	9295.4714
245	4195.7500	9295.4714
246	4195.7500	9295.4714
247	4195.7500	9295.4714
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396	4195.7500	9295.4714
397	4195.7500	9295.4714
398	4195.7500	9295.4714
399	4195.7500	9295.4714
400	4195.7500	9295.4714

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BRC.	CHORD
C29	287.09	569.00	78°54'30"	S71°52'43"E	284.05
C30	253.79	503.00	78°54'30"	S71°52'43"E	251.10



BASIS OF COORDINATES:
 NORTHWEST CORNER
 OF SECTION 36
 NORTH = 5000.0000
 EAST = 5000.0000

NOTES:
 ALL ROADS MUST BE BUILT AND ARE SUBJECT TO THE WISCONSIN COUNTY ROAD COMMISSION. ALL UTILITY MARKS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS SHOWN ON THIS PLAN, MUST BE BUILT AND MAINTAINED BY THE GENERAL COMMON ELEMENT AND NOT BE BUILT. SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

- ① DENOTES COORDINATE POINT NUMBER.
- * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
- LIMITED COMMON ELEMENT.

PROPOSED DATED
 4-01-2004

BROOKSIDE OF SUPERIOR TOWNSHIP

SITE PLAN - 260-267, 295-302

32 OF 36

SHORR, KEAST & ASSOCIATES, INC.

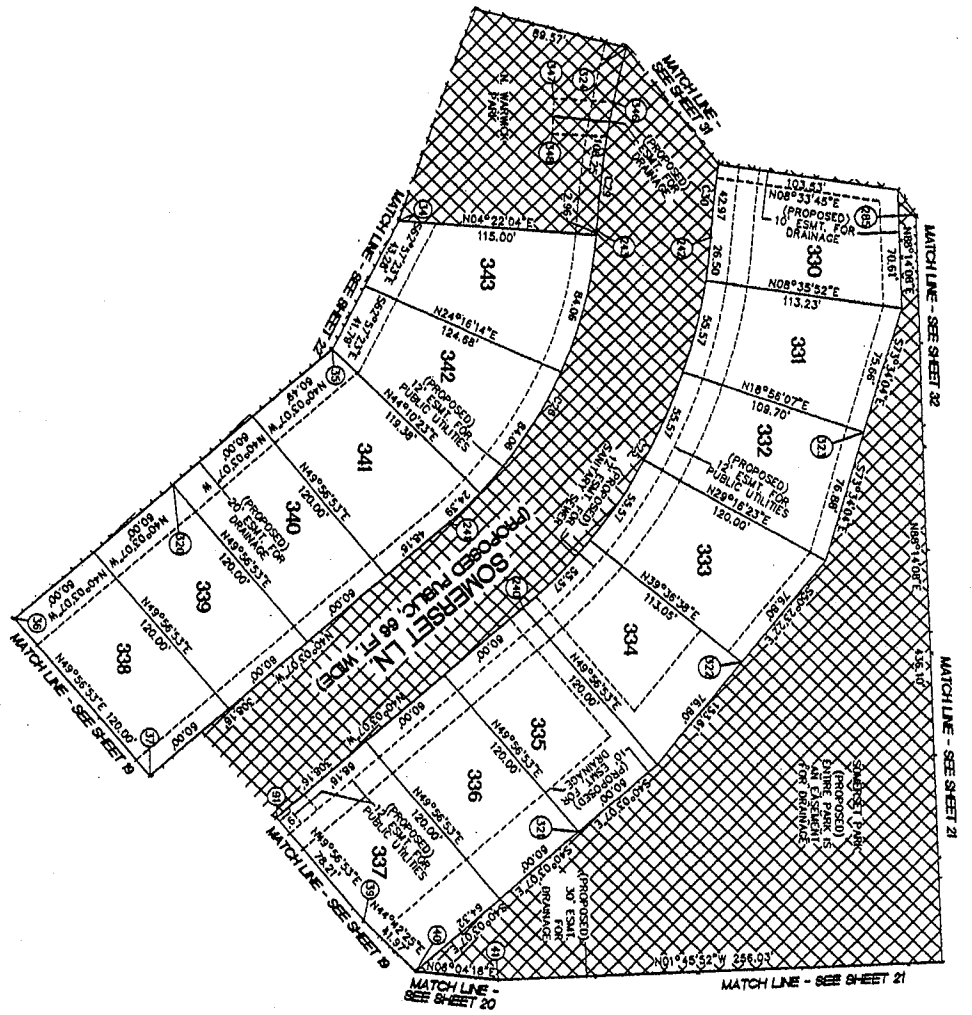
REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 STATE OF WISCONSIN

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BNC.	CHORD
C15	104.00	300.00	34°28'24"	574°35'40"E	181.28
C16	145.04	242.00	34°20'24"	574°35'40"E	142.58

	NORTHING	EASTING
229	4570.5607	9158.7154
230	4535.0256	9214.3374
231	4500.0000	9270.0000
232	4465.0000	9325.0000
233	4430.0000	9380.0000
234	4395.0000	9435.0000
235	4360.0000	9490.0000
236	4325.0000	9545.0000
237	4290.0000	9600.0000
238	4255.0000	9655.0000
239	4220.0000	9710.0000
240	4185.0000	9765.0000
241	4150.0000	9820.0000
242	4115.0000	9875.0000
243	4080.0000	9930.0000
244	4045.0000	9985.0000
245	4010.0000	10040.0000
246	3975.0000	10095.0000
247	3940.0000	10150.0000
248	3905.0000	10205.0000
249	3870.0000	10260.0000
250	3835.0000	10315.0000
251	3800.0000	10370.0000
252	3765.0000	10425.0000
253	3730.0000	10480.0000
254	3695.0000	10535.0000
255	3660.0000	10590.0000
256	3625.0000	10645.0000
257	3590.0000	10700.0000
258	3555.0000	10755.0000
259	3520.0000	10810.0000
260	3485.0000	10865.0000
261	3450.0000	10920.0000
262	3415.0000	10975.0000
263	3380.0000	11030.0000
264	3345.0000	11085.0000
265	3310.0000	11140.0000
266	3275.0000	11195.0000
267	3240.0000	11250.0000
268	3205.0000	11305.0000
269	3170.0000	11360.0000
270	3135.0000	11415.0000
271	3100.0000	11470.0000
272	3065.0000	11525.0000
273	3030.0000	11580.0000
274	2995.0000	11635.0000
275	2960.0000	11690.0000
276	2925.0000	11745.0000
277	2890.0000	11800.0000
278	2855.0000	11855.0000
279	2820.0000	11910.0000
280	2785.0000	11965.0000
281	2750.0000	12020.0000
282	2715.0000	12075.0000
283	2680.0000	12130.0000
284	2645.0000	12185.0000
285	2610.0000	12240.0000
286	2575.0000	12295.0000
287	2540.0000	12350.0000
288	2505.0000	12405.0000
289	2470.0000	12460.0000
290	2435.0000	12515.0000
291	2400.0000	12570.0000
292	2365.0000	12625.0000
293	2330.0000	12680.0000
294	2295.0000	12735.0000
295	2260.0000	12790.0000
296	2225.0000	12845.0000
297	2190.0000	12900.0000
298	2155.0000	12955.0000
299	2120.0000	13010.0000
300	2085.0000	13065.0000
301	2050.0000	13120.0000
302	2015.0000	13175.0000

CURVE	LENGTH	RADIUS	BEARING	CURVE	BEARING	CHORD
C25	248.79	500.00	48°16'51"	C26	185°11'31" W	742.06
C26	248.79	500.00	48°16'51"	C27	185°11'31" W	742.06
C27	248.79	500.00	48°16'51"	C28	185°11'31" W	742.06
C28	248.79	500.00	48°16'51"	C29	185°11'31" W	742.06
C29	248.79	500.00	48°16'51"	C30	185°11'31" W	742.06



STATION	NORTHING	EASTING
1	3974.481	3472.749
2	3974.481	3472.749
3	3974.481	3472.749
4	3974.481	3472.749
5	3974.481	3472.749
6	3974.481	3472.749
7	3974.481	3472.749
8	3974.481	3472.749
9	3974.481	3472.749
10	3974.481	3472.749
11	3974.481	3472.749
12	3974.481	3472.749
13	3974.481	3472.749
14	3974.481	3472.749
15	3974.481	3472.749
16	3974.481	3472.749
17	3974.481	3472.749
18	3974.481	3472.749
19	3974.481	3472.749
20	3974.481	3472.749
21	3974.481	3472.749
22	3974.481	3472.749
23	3974.481	3472.749
24	3974.481	3472.749
25	3974.481	3472.749
26	3974.481	3472.749
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95	3974.481	3472.749
96	3974.481	3472.749
97	3974.481	3472.749
98	3974.481	3472.749
99	3974.481	3472.749
100	3974.481	3472.749

NOTES:

ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.

ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY. UTILITIES NOT SHOWN ARE DEEMED TO BE BUILT, UTILITIES NOT SHOWN ARE DEEMED TO BE BUILT.

SEE SHEET 20 FOR AREA DRAINAGE DATA AND TYPICAL DRAIN CROSS SECTION.

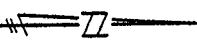
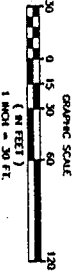
1. DENOTES CURVATURE POINT NUMBER.

2. DENOTES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

3. GENERAL COMMON ELEMENT.

4. LIMITED COMMON ELEMENT.

BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000



David A. Long
Professional Engineer
No. 12345
State of Washington

BROOKSIDE OF SUPERIOR TOWNSHIP

SITE PLAN - 330-343

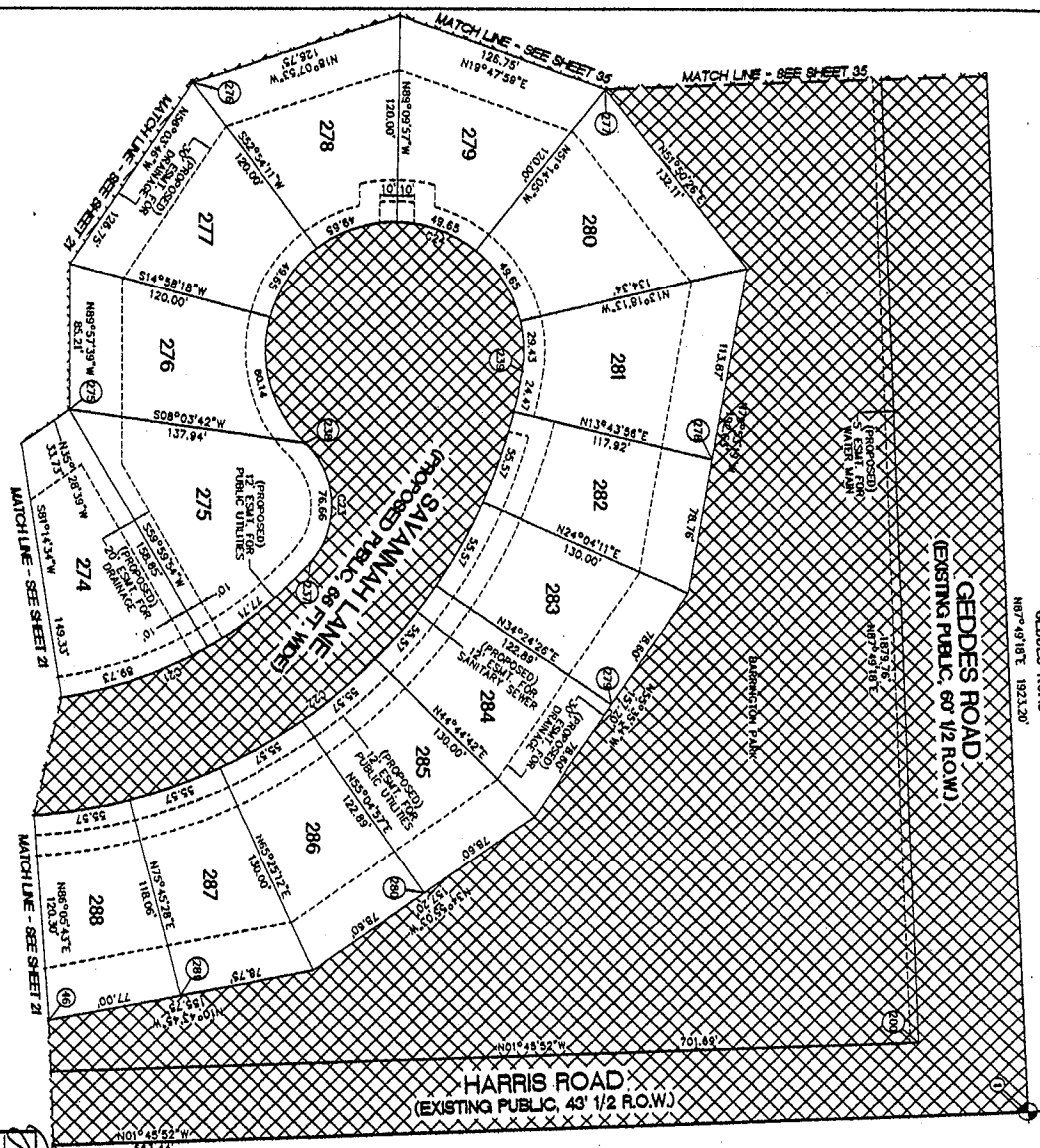
SEBEN, JACOB & ASSOCIATES, L.L.C.
3600 1st Ave. SE, Suite 200
Everett, WA 98203

36

PROPOSED DATED
4-01-2004

GEDDES ROAD
N87°49'18"E 1921.30'

GEDDES ROAD
(EXISTING PUBLIC 60' 1/2 ROW)



CHW	LENGTH	RADIUS	DELTA	CHW	CHW	CHW
C21	198.58	242.00	46°38'11"	N82°04'57"W	191.59	
C22	424.87	308.00	79°03'18"	N41°17'31"W	292.05	
C23	76.66	30.00	87°31'03"	S87°40'26"W	68.37	
C24	584.18	15.00	235°53'55"	S16°32'08"E	132.79	

HARRIS ROAD
(EXISTING PUBLIC 43' 1/2 R.O.W.)

NO.	NORTHING	EASTING
1	5012.8270	10311.2977
2	4843.6479	10303.6409
3	4674.4688	10296.0041
4	4505.2897	10288.3673
5	4336.1106	10280.7305
6	4166.9315	10273.0937
7	3997.7524	10265.4569
8	3828.5733	10257.8201
9	3659.3942	10250.1833
10	3490.2151	10242.5465
11	3321.0360	10234.9097
12	3151.8569	10227.2729
13	2982.6778	10219.6361
14	2813.4987	10211.9993
15	2644.3196	10204.3625
16	2475.1405	10196.7257
17	2305.9614	10189.0889
18	2136.7823	10181.4521
19	1967.6032	10173.8153
20	1798.4241	10166.1785
21	1629.2450	10158.5417
22	1460.0659	10150.9049
23	1290.8868	10143.2681
24	1121.7077	10135.6313
25	952.5286	10127.9945
26	783.3495	10120.3577
27	614.1704	10112.7209
28	444.9913	10105.0841
29	275.8122	10097.4473
30	106.6331	10089.8105
31	-122.5460	10082.1737
32	-293.3669	10074.5369
33	-464.1878	10066.8997
34	-635.0087	10059.2629
35	-805.8296	10051.6261
36	-976.6505	10043.9893
37	-1147.4714	10036.3525
38	-1318.2923	10028.7157
39	-1489.1132	10021.0789
40	-1659.9341	10013.4421
41	-1830.7550	10005.8053
42	-2001.5759	9998.1685
43	-2172.3968	9990.5317
44	-2343.2177	9982.8949
45	-2514.0386	9975.2581
46	-2684.8595	9967.6213
47	-2855.6804	9959.9845
48	-3026.5013	9952.3477
49	-3197.3222	9944.7109
50	-3368.1431	9937.0741
51	-3538.9640	9929.4373
52	-3709.7849	9921.8005
53	-3880.6058	9914.1637
54	-4051.4267	9906.5269
55	-4222.2476	9898.8901
56	-4393.0685	9891.2533
57	-4563.8894	9883.6165
58	-4734.7103	9875.9797
59	-4905.5312	9868.3429
60	-5076.3521	9860.7061
61	-5247.1730	9853.0693
62	-5417.9939	9845.4325
63	-5588.8148	9837.7957
64	-5759.6357	9830.1589
65	-5930.4566	9822.5221
66	-6101.2775	9814.8853
67	-6272.0984	9807.2485
68	-6442.9193	9799.6117
69	-6613.7402	9791.9749
70	-6784.5611	9784.3381
71	-6955.3820	9776.7013
72	-7126.2029	9769.0645
73	-7297.0238	9761.4277
74	-7467.8447	9753.7909
75	-7638.6656	9746.1541
76	-7809.4865	9738.5173
77	-7980.3074	9730.8805
78	-8151.1283	9723.2437
79	-8321.9492	9715.6069
80	-8492.7701	9707.9701
81	-8663.5910	9700.3333
82	-8834.4119	9692.6965
83	-9005.2328	9685.0597
84	-9176.0537	9677.4229
85	-9346.8746	9669.7861
86	-9517.6955	9662.1493
87	-9688.5164	9654.5125
88	-9859.3373	9646.8757
89	-10030.1582	9639.2389
90	-10200.9791	9631.6021
91	-10371.8000	9623.9653
92	-10542.6209	9616.3285
93	-10713.4418	9608.6917
94	-10884.2627	9601.0549
95	-11055.0836	9593.4181
96	-11225.9045	9585.7813
97	-11396.7254	9578.1445
98	-11567.5463	9570.5077
99	-11738.3672	9562.8709
100	-11909.1881	9555.2341

NOTES:

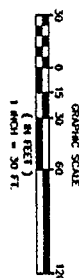
ALL ROADS MUST BE BUILT AND ARE GRANTED TO THE SUPERIOR COUNTY ROAD COMMISSION.
ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, LEADS LOCATED OUTSIDE ESSENTIAL AREAS NEED NOT BE BUILT.
SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL UNIT CROSS SECTION.

① DENOTES COORDINATE POINT NUMBER.

* INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.

UNITED COMMON ELEMENT.



BASIS OF COORDINATES:
NORTHWEST CORNER
OF SECTION 34
NORTH = 5000.0000
EAST = 5000.0000

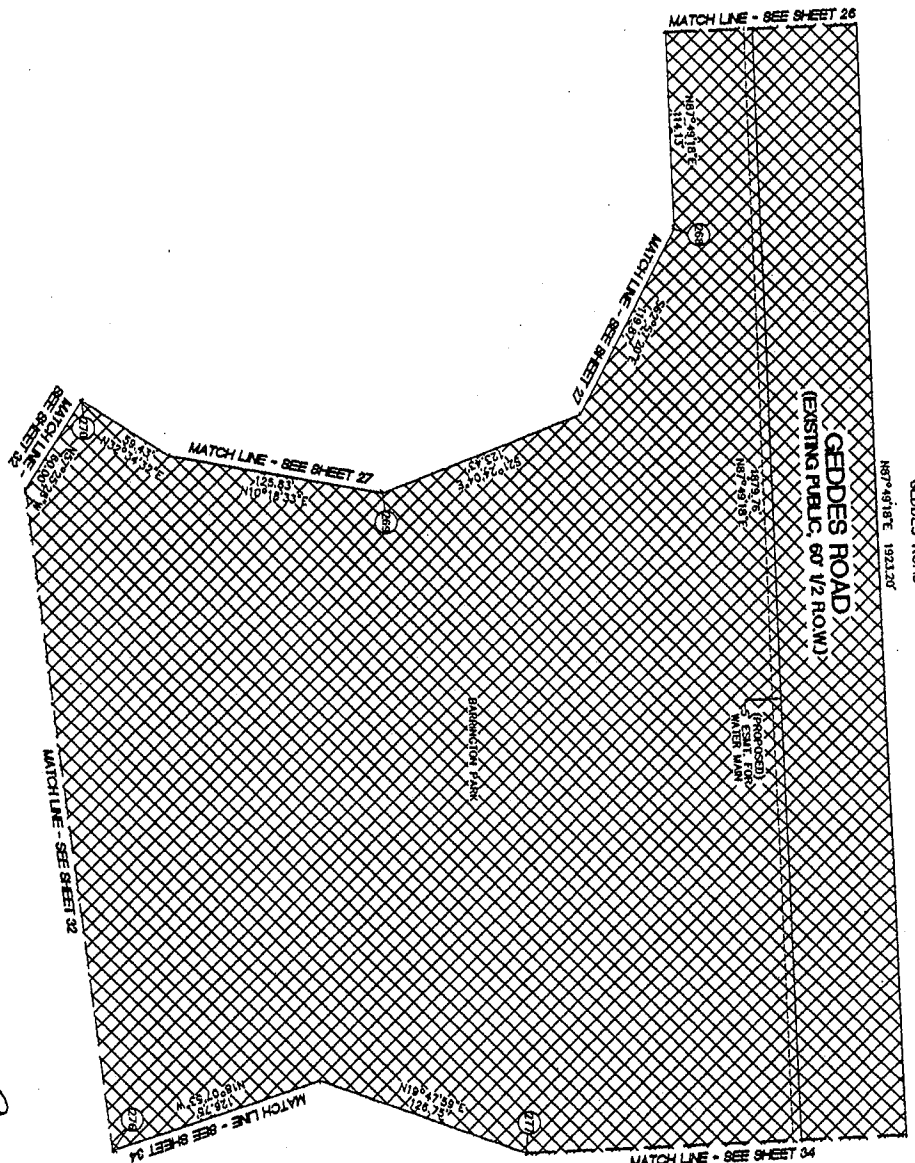
SITE PLAN - 274-288

BROOKSIDE OF SUPERIOR TOWNSHIP

PROPOSED DATED
4-01-2004



SEBER, KEAST &
ASSOCIATES, INC.
A MEMBER OF
THE MCGRAW-HILL
CONSTRUCTION GROUP



SECTION	NORTHING	EASTING
1	5062.6213	9176.8710
2	5062.6213	9176.8710
3	5062.6213	9176.8710
4	5062.6213	9176.8710
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33	5062.6213	9176.8710
34	5062.6213	9176.8710
35	5062.6213	9176.8710
36	5062.6213	9176.8710

Handwritten signature: Paula A. [unclear]

BROOKSIDE OF SUPERIOR TOWNSHIP

SITE PLAN - PARK AREA

SEBER, NEASE & ASSOCIATES, INC.

MURPHY AND ASSOCIATES, LLC

SHEET 35 OF 36

NOTES:

ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.

ALL UTILITY LINES AND EASEMENTS ARE SHOWN AS DETACHED. MUST BE BUILT, UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS. EASEMENTS LOCATED OUTSIDE EASEMENT AREAS MUST NOT BE BUILT.

SEE SHEET 12 FOR AREA DATA AND VOLUME DATA AND TYPICAL DRAIN CROSS SECTION.

① DENOTES COORDINATE POINT NUMBER.

* DENOTES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.

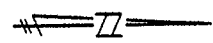
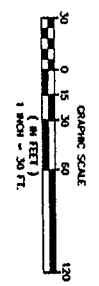
LIMITED COMMON ELEMENT.

BASIS OF COORDINATES:

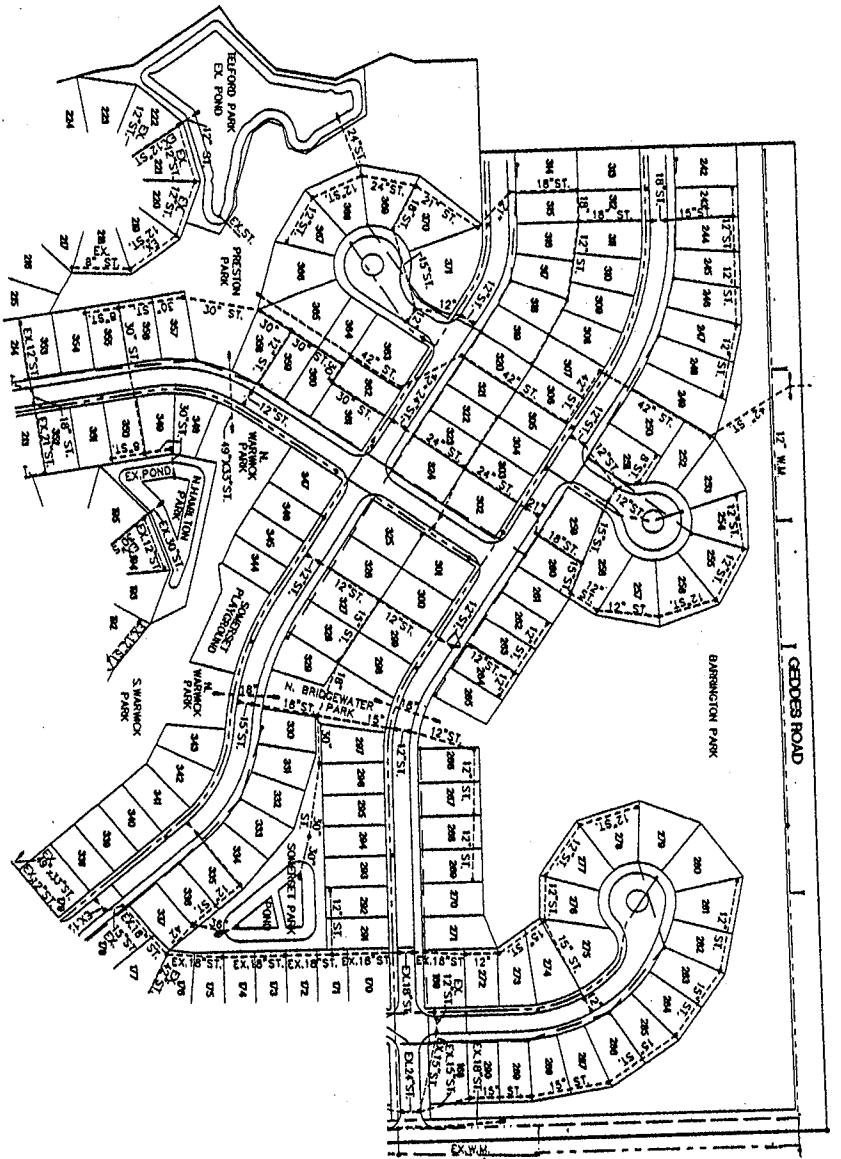
NORTHWEST CORNER OF SECTION 34

NORTH = 5000.0000

EAST = 5000.0000

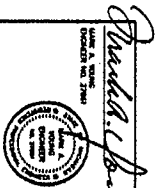


PROPOSED DATED 4-01-2004



LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
---	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	GAS	MICHIGAN
---	ELECTRIC	DETROIT EDISON COMPANY
---	TELEPHONE	AMERITECH
---	CABLE TELEVISION	MEDIA ONE

*WILL BE SHOWN ON AS-BUILT DRAWINGS.



BROOKSIDE OF SUPERIOR TOWNSHIP

UTILITY PLAN - PHASE III

PROPOSED DATED 4-01-2004

SEIBER, KEAST & ASSOCIATES, INC. ENGINEERS AND ARCHITECTS, L.L.C.

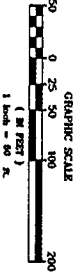
36

NOTES:

ALL ROADS MUST BE BUILT AND ARE SUBJECT TO AN EASEMENT FOR PUBLIC USE GRANTED TO THE WASHINGTON COUNTY ROAD COMMISSION.

ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL SANITARY SEWERS ARE 8" UNLESS OTHERWISE NOTED.





OFFICIAL SEAL

09/08/05
L-4506 P-161Washtenaw Co., MI
Lawrence Kestenbaum
Clerk RegisterACS-5672465-ADM-2005-4
Lawrence Kestenbaum, Washtenaw

Page: 1 of 4

02:52 P
09/08/05

L-4506 P-161

SIXTH AMENDMENT TO MASTER DEED

BROOKSIDE OF SUPERIOR TOWNSHIP

23-
(4)

Selective – Delaware, L.L.C., a Delaware limited liability company, the address of which is 100 Galleria Officentre, Suite 200, Southfield, Michigan 48034, being the Developer of Brookside of Superior Township, a residential condominium project located in Superior Township, Washtenaw County, Michigan, established pursuant to the Master Deed thereof recorded on September 21, 2000 in Liber 3969, Page 295, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 343, as amended by a First Amendment to Master Deed recorded on October 27, 2000 in Liber 3976, Page 249, Washtenaw County Records, a Second Amendment to Master Deed recorded on March 2, 2001 in Liber 3998, Page 916, Washtenaw County Records, a Third Amendment to Master Deed recorded on March 26, 2002 in Liber 4108, Page 697, Washtenaw County Records, a Fourth Amendment to Master Deed recorded on March 12, 2003 in Liber 4230, Page 971, Washtenaw County Records, and a Fifth Amendment to Master Deed recorded July 9, 2004 in Liber 4406, Page 834, Washtenaw County Records (such Master Deed, as so amended, is referred to herein as the “Master Deed”), and **Brookside of Superior Township Condominium Association**, a Michigan non-profit corporation established to administer the common affairs of the owners of condominium units in Brookside of Superior Township, the address of which is 28545 Orchard Lake Rd., Suite A, Farmington Hills, Michigan 48334, hereby amend the Master Deed pursuant to Section 3 of Article VIII thereof, and the Bylaws attached thereto as Exhibit A pursuant to Article XVI thereof, for the purposes described below. Upon the recording of this Sixth Amendment to Master Deed (“Sixth Amendment”) in the office of the Washtenaw County Register of Deeds, the Master Deed (including the Bylaws attached thereto as Exhibit A), will be amended as follows:

1. The second paragraph of Section 7 of Article VI of the Bylaws is hereby amended and restated in its entirety to read as follows:

9

No fence, deck, wall or hedge of any kind shall be erected or maintained within any Unit or Common Elements without the prior written approval of (a) (i) the Developer during the Development and Sales Period or (ii) the Board of Directors (or its management agent) after the expiration of the Development and Sales Period, and (b) the Township of Superior, to the extent such approval is required by ordinance. No fence, deck, wall or hedge shall be

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Lawrence Kestenbaum, Washtenaw02:52 P
09/08/05

L-4506 P-161

located closer to the front of the Unit than the rear setback of the Residence located within the Unit. However, in the event a Residence has a side entry door for the garage, and so long as it is permitted under the ordinances of the Township of Superior, fencing shall be permitted to extend five (5) feet beyond such side entry door. No fence, deck, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. Any fence, other than a pool fence, erected within a Unit shall, in addition to satisfying the other requirements contained in Section 7 (including obtaining all approvals required under this Section 7), be a black or green vinyl coated chain link fence and may not be of any other color or materials. With regard to pool fences, no chain link fences shall be permitted. All pool fences must meet the minimum standards as established by the Township of Superior and shall not exceed the minimum height requirements as established by the Township of Superior. No Co-Owner shall in any way restrict access to any utility line, or any other item or improvement that must be accessible to service the Common Elements or any item or improvement which affects an Association responsibility in any way.

2. Any fences in existence as of the date of this Sixth Amendment which are not in conformance with the provisions of Section 7 of Article VI of the Bylaws, as amended by this Sixth Amendment shall be permitted so long as such non-conforming fences otherwise conform with the location requirements set forth in Section 7 of Article VI of the Bylaws, as amended by this Sixth Amendment. The Association shall maintain a record of all non-conforming fences which are permitted hereunder. Notwithstanding the foregoing, if for any reason whatsoever, an existing non-conforming fence is removed in total, or if more than 50% of the linear footage of an existing non-conforming fence is replaced, the entire non-conforming fence shall be removed and only a fence which conforms with the requirements of Section 7 of Article VI of the Bylaws, as amended by this Sixth Amendment, may be permitted to be erected.

3. In all respects, other than as hereinabove indicated, the Master Deed of Brookside of Superior Township, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Dated this 28th day of July, 2005.

SELECTIVE - DELAWARE, L.L.C.,
a Delaware limited liability company

By: **CENTEX HOMES**, a Nevada general
partnership, its sole Member

By: **CENTEX REAL ESTATE
CORPORATION**, a Nevada
corporation, its Managing Partner

By: W.T. Stapleton
William T. Stapleton,
Division President

STATE OF MICHIGAN)
)
COUNTY OF Oakland)
)
)
COUNTY OF Washtenaw)

The foregoing instrument was acknowledged before me this 28th day of July, 2005, by William T. Stapleton, a Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing Partner of Centex Homes, a Nevada general partnership, the sole Member of SELECTIVE - DELAWARE, L.L.C., a Delaware limited liability company, on behalf of the company.

PHYLLIS F. BRYAN
Notary Public, State of Michigan
County of Wayne
My Commission Expires Feb. 19, 2011
Acting in the County of Oakland

Phyllis F. Bryan
_____, Notary Public
Wayne County, Michigan
My Commission Expires: 2-19-11
Acting in Oakland County, MI

(Signature on Following Page)

Signature Page to Sixth Amendment to Master Deed for Brookside of Superior Township

**BROOKSIDE OF SUPERIOR TOWNSHIP
CONDOMINIUM ASSOCIATION**, a Michigan
non-profit corporation

By: Frank J. Cassar

Its: Director

STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 30TH day of August, 2005, by Frank J. Cassar, a Director of BROOKSIDE OF SUPERIOR TOWNSHIP CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, on behalf of the corporation.

PHYLLIS F. BRYAN
Notary Public, State of Michigan
County of Wayne
My Commission Expires Feb. 19, 2011
Acting in the County of Oakland

Phyllis F. Bryan
Phyllis F. Bryan, Notary Public
Wayne County, Michigan
My Commission Expires: 2-19-11
Acting in Oakland County, MI

PREPARED BY AND WHEN RECORDED RETURN TO:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226-3435
(313) 965-8326

Signature Page to Sixth Amendment to Master Deed for Brookside of Superior Township