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FIRST AMENDED AND RESTATED

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

WOODCREEK SUBDIVISION NO. 1 and 2

CANTON TOWNSHIP, MICHIGAN

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DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

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FIRST AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR WOODCREEK SUBDIVISION AND WOODCREEK SUBDIVISION NO. 2

WHEREAS, SINGH OF WOODCREEK LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (the "Declarant"), is the developer of a certain subdivision of land located in Canton Township, Wayne County, Michigan, as described in Exhibit A attached hereto, known as Woodcreek Subdivision, a Subdivision created pursuant to the plat thereof as recorded in Liber 107, Pages 64 through 73, Wayne County Records ("Woodcreek No. 1);

WHEREAS, the Declarant has recorded a Declaration of Easements, Covenants and Restrictions recorded November 15, 1994 in Liber 27725, Pages 80 through 123, Wayne County Records (the "Declaration");

WHEREAS, the Declarant is the owner of fee simple title to certain lands adjacent to Woodcreek No. 1; which lands are described as Exhibit B attached hereto, and the Declarant desires to create a subdivision of land to be known as Woodcreek Subdivision No. 2 ("Woodcreek No. 2") (Woodcreek Subdivision and Woodcreek No. 2 are also referred to individually as "Subdivision" and collectively as the "Subdivisions");

WHEREAS, the Declarant has reserved the power under the Declaration to amend the Declaration to subject additional subdivisions of land to the easements, covenants, restrictions, charges and liens set forth herein;

WHEREAS, the Declarant desires to amend and restate the Declaration to provide for the preservation and enhancement of the property values and amenities in both Subdivisions and for the maintenance of certain common areas (the "Common Areas") as defined below, in both Subdivisions, and to subject both Subdivisions and the Common Areas situated in each of them to the easements, covenants, restrictions, charges and liens set forth herein, each and all for the benefit of both Subdivisions and each Owner therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create a legal entity to own, maintain and administer the Common Areas; to collect and disburse the assessments and charges hereinafter created; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners;

WHEREAS, the Declarant may, at some future time, plat additional subdivisions of land adjacent to the Subdivisions and subject the land so platted to the easements, covenants, restrictions and liens set forth herein;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarant, its successors and assigns, and for all Owners of Lots in Woodcreek No. 1 and all intending purchasers and future Owners of the various Lots comprising the Subdivisions, the Declarant, for itself, its successors and assigns, does hereby publish, declare and make known to all present Owners and intending purchasers and future Owners of the Lots comprising the Subdivisions, that the same will and shall be used, owned, held, and or sold expressly subject to the following conditions, easements, covenants, restrictions and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivisions and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. Definition of Terms.

The words and phrases below are defined as follows:

- a. "Association" shall mean and refer to Woodcreek Homeowners' Association, a Michigan nonprofit corporation, its successors and assigns;
- b. "Builder" shall mean and refer to any person or entity who acquires a Lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his own use;

- c. "Bylaws" shall mean and refer to the bylaws of the Association;
- d. "Common Areas" shall mean those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned and/or maintained by the Association for the common use, benefit and enjoyment of the Owners. The Common Areas to be owned and maintained by the Association will include the areas designated as parks on the Plats;
- e. "Declarant" shall mean and refer to Singh of Woodcreek Limited Partnership, a Michigan limited partnership and its successors and assigns;
- f. "Declaration" shall mean and refer to the First Amended and Restated Declaration of Easements, Covenants and Restrictions and any amendments as recorded in the office of Wayne County Register of Deeds, State of Michigan;
- g. "Lot" shall mean and refer to any numbered lot shown on the recorded plats of the Subdivisions and any future adjacent subdivision, hereinafter annexed;
- h. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration;
- i. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivisions and any future subdivisions hereafter annexed. When more than one person or entity has an interest in the fee simple title to a Lot, the collective interest of all such persons or entities shall be considered to be that of a single Owner. If any Lot is sold on a land contract, the land contract purchaser shall be considered the Owner. Those persons having any interest in a Lot merely as security for the performance of an obligation are not considered to be Owners;
- j. "Subsequent Phases" shall mean any and all subdivisions or parcels of land adjacent to the Subdivisions, which may in the sole discretion of the Declarant be created by the recording of plats or parcel splits, which may become subject to this Declaration by an amendment thereto;

k. "Plat" shall mean and refer to that plat of the Subdivision, recorded or to be recorded in the office of the Wayne County Register of Deeds; and

l. "Subdivisions" shall mean and refer to Lots 1 through 54 inclusive, Woodcreek Subdivision, Lots 55 through 88, inclusive of the proposed Woodcreek Subdivision No. 2.

ARTICLE II

ESTABLISHMENT AND DEDICATION

Section 1. Establishment of Nonprofit Corporation.

There is hereby established an association of Owners of Lots 1 through 54 inclusive, Woodcreek Subdivision, and Lots 55 through 88 inclusive, Woodcreek Subdivision No. 2, to be known as the Woodcreek Homeowners' Association. The Association shall be incorporated and organized at any time not later than when ninety-five (95%) percent of the lots are owned by persons other than the Declarant or any Builder. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate Articles and Bylaws for the Association.

Section 2. Dedication of Common Areas.

The Declarant hereby dedicates and conveys to each Owner of a Lot in the Subdivisions a right and easement of enjoyment in and benefit to the Common Areas. Title to the portions of the Common Areas conveyed to the Association shall vest in the Association subject to the rights and easements of enjoyment in and to such Common Areas by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment.

The Declarant hereby grants to each Owner and his respective successors and assigns, appurtenant, non-exclusive and perpetual easements for pedestrian ingress and egress over the Common Areas.

Section 2. Limitation of Easements.

The rights and easements of each Owner in and to the Common Areas shall be subject to the following superior rights of the Association, the Declarant and/or third parties in addition to the limitations set forth in this Declaration:

- a. The right of the Association to levy and collect assessments, as set forth in Article V, below;
- b. The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days;
- c. The right of the Association to grant easements, over, under or across any part of the Common Areas or to dedicate, grant or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or transfer signed by the Declarant, if the Declarant has an ownership interest in any Lot at the time of the grant, and fifty-one (51%) percent of the Members has been recorded.

Section 3. Declarant's Rights to Dedicate or Transfer Property.

The Declarant reserves the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be required by law or in the best interest of the Subdivision as determined by the Declarant.

Section 5. Wetlands Preservation.

Certain areas of the Subdivision have been designated as Wetland Preservation Areas by the Michigan Department of Natural Resources. Easements for Wetland Preservation are indicated upon the Plats. Within the Wetland Preservation Easement, no grading, filling, excavating, paving or other disruptions shall occur without prior written approval of the Michigan Department of Natural Resources and the Township of Canton.

Section 6. Delegation of Use.

Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment and use to the Common Areas to the members of his family, his invitees, his tenants or purchasers who reside on his Lot, subject to this Declaration, the Bylaws and any rules and regulations promulgated pursuant to either of them.

Section 7. Utility Easements.

The Declarant hereby dedicates and reserves the following Easements:

- a. Easements for the installation, maintenance, repair, replacement, modification and/or removal of utilities, underground television cable, sanitary and storm sewer lines, water mains, drainage lines, surface drainage swales and any other improvements which would serve the Subdivisions are as shown on the Plats, in, on, under and over strips of land in width as designated on the Plats.
- b. Private easements for public utilities are granted and reserved as shown on the Plats.
- c. Easements for maintenance, repair and replacement of the storm water detention pond and surrounding areas as designated on the Plats.

The use of all or part of such easements may at any time or times hereafter be granted or assigned by the Declarant or its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.

No buildings or structures may be constructed or maintained over or on any easements, including the Wiles Drain Easement; provided, however, that after the aforementioned utilities have been installed, planting, fencing (where permitted), or other lot line improvements shall be allowed, so long as they do not violate the provisions of this Declaration and do not interfere with, obstruct, hinder or impair the drainage plan of the Subdivisions and so long as access be granted, without charge or liability for damages, for the installation, maintenance, repair, replacement, modification and/or removal of the utilities, drainage lines and/or additional facilities.

Section 8. Entryway and Signage

Declarant reserves the right to own, maintain, and illuminate a sign at the entrances of the Subdivisions, which shall bear the name "Woodcreek—A Singh Development," and to maintain an easement for such sign. If the sign is dedicated to the Association, the sign or any replacement sign shall continue to bear the same inscription in prominent letters and it shall become the responsibility of the Association to maintain and illuminate the sign. Declarant further reserves the right to own and maintain an easement for landscaping and/or monument wall to be located at the entrance of the Subdivision. If the landscaping and/or monument wall are dedicated to the Association, it shall become the responsibility of the Association to maintain the landscaping and/or monument wall.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot.

Section 2. Board of Directors.

The Board of Directors of the Association shall be comprised of no less than three (3) and no more than five (5) persons appointed by the Declarant which persons may be employees, officers, agents or equity owners of the Declarant and need not be Owners or Builders. The Declarant shall continue to appoint all members of the Board of Directors until the First Annual Meeting of the Association, which shall occur no later than thirty (30) days after the date upon which ninety-five (95%) percent of the Lots, including Lots in any Subsequent Phase, are owned by persons other than the Declarant or Builders.

The Declarant shall have the right, but not the obligation, to call a special meeting of the Members of the Association for the purposes of electing one (1) or more Owners, other than the Declarant's representatives, to serve as directors of the Association. The number of directors so elected, if any, shall be solely in the discretion of the Declarant.

Section 3. Voting Rights.

Each owner shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in a Lot, all such persons shall collectively be Members and the vote for such Lot shall be exercised by the designated representative of the Co-Owners as they shall determine. The name of the designated representative shall be provided to the Association in writing at least ten (10) days prior to any meeting at which said designee intends to vote. If notice of a designated representative is not properly given, the vote related to a Lot will be suspended in the event more than one person seeks to exercise said vote.

Section 4. Adoption of Bylaws.

The Association shall adopt Bylaws for the purposes of providing for the election of officers and directors, the conduct of meetings and the governance of the association, which shall comply with all requirements for the Michigan Non Profit Corporations Act.

Approved Amendment to Article V, Section 1, page 9, Add the following paragraph 2:

Any homeowner not paying their homeowner's association dues by March 31st of the fiscal year is subject to receive a second collection notice. Second notices will be sent to all unpaid accounts during the first week of May. In the event that the second notice is ignored, a third collection notice will be sent the first week of June to collect the unpaid balance due to the Woodcreek Homeowner's Association. This third notice will include an additional one-hundred dollar (\$100.00) administration fee. This process of adding an additional one-hundred dollar (\$100.00) administration fee will occur for all subsequent monthly collection letters until the total outstanding balance is paid. These assessments will be added to the outstanding balance of the delinquent property and interest charges and/or legal fees will accrue in accordance with the policies and procedures of the homeowner's association. Administrative charges will be deposited into the general funds of the homeowner's association. This By-Law change will be retro-active to March 31, 2007.

ARTICLE V

COVENANT FOR ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a Lot, by acceptance of a deed or execution of a land contract therefor, whether or not it shall be so expressed in such deed or land contract, is deemed to covenant and agree to pay to the Association: (1) annual general assessments and (2) special assessments. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon at the highest rate permitted by law, collection costs, including reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon at the highest rate permitted by law, collection costs, including reasonable attorney's fees, shall also be the personal obligation of all persons who were the Owners of such Lot at the time such assessment fee fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. The obligation of the Declarant and each Builder as to assessments is separately set forth in Section 3 of this Article.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of the Subdivisions, and, in particular, for the improvement and maintenance of the Common Areas now or hereafter owned by the Association, for the payment of taxes and special assessments related to the Common Areas and facilities thereon and other property under the control of the Association, including any subdivision entrances; for planting and maintenance of trees, shrubs and grass; for caring for vacant Lots, including Outlots; for maintaining drainage facilities which service the Subdivisions whether inside or outside of the Subdivisions boundaries; for providing community services; for obtaining insurance for the protection of the Owners; for maintaining, illuminating and

replacing the entryway sign, monument wall and landscaping; for maintaining and replacing street signs not maintained or replaced by Canton Township; and for establishing and maintaining appropriate reserves for those purposes.

Section 3. Rate of Assessment.

Both the general and special assessments shall be set by the Board of Directors at a uniform rate for all Lots. Notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, no assessment shall be levied against a Lot owned by the Declarant.

Section 4. Maximum Annual Assessment.

The annual assessments shall not exceed the following amounts:

- a. Until January 1 of the year immediately following the first conveyance of a Lot to an Owner, excluding Builders, the maximum annual assessment shall not exceed One Hundred Fifty (\$150.00) Dollars per Lot;
- b. From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, excluding Builders, the annual assessment may be increased each year without a vote of the members by an amount of not more than ten (10%) percent of the assessment for the previous year; and
- c. From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, excluding Builders, the annual assessment may be increased by an amount in excess of ten (10%) percent per year only by a vote of fifty-one (51%) percent of the Members or of proxies entitled to cast votes, at a meeting of the Association duly called for that purpose.

Section 5. First Assessment.

Upon purchasing any Lot from the Declarant, an Owner shall be liable for the assessment for the year in which the Lot is purchased, which shall be prorated to the date of closing and payable upon closing. Such Owner shall also be liable for a one-time assessment of One Hundred Fifty (\$150.00) Dollars for working capital, which shall be payable upon closing to the Association.

Section 6. Special Assessments for Acquisition and Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition of land or easements to be added to the Common Areas, the construction, reconstruction, repair or replacement of any improvement upon the Common Areas and other areas under the control of the Association, including subdivision entrances. Any special assessment shall have the consent of Members or of proxies entitled to cast fifty-one (51%) percent of the votes at a meeting duly called for that purpose.

Section 7. Notice and Quorum for Actions Authorized Under Sections 4 and 6.

Written notice shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of any meeting called for the purpose of taking any action authorized under Section 4 and 6 of this Article. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one (51%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Notice of Annual Assessments and Due Date.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and determine whether the annual assessment will be payable on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the

Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action against the Owners personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the assessments by non-use of the Common Areas or abandonment of his Lot.

Section 10. Exempt Property.

All Common Areas, outlots and all other property exempt from taxation by state or local governments or dedicated for public use, shall be exempt from the assessment, charge and lien created herein.

Section 11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any other contractual lien as to Lots owned by the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien but not the obligation for payment of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

Section 12. Right of City to Assess for Storm Drainage Facilities and Landscaping Maintenance.

If the Association fails to levy and collect an assessment for maintenance of any of the Common Areas, or fails to maintain such Common Areas, and it becomes necessary for the Township of Canton to incur expenses related to maintenance of such Common Areas, the

Township of Canton shall have the right to be subrogated to the powers of the Association to levy and collect assessments and to enforce liens for the collection of such assessments.

a. The Declarant has entered into an agreement with the Township of Canton to provide for the maintenance of the storm water detention basins situated in the Subdivisions, as established by the Plats ("Agreement for Maintenance of Storm Drainage Facilities"). The Agreement for Maintenance of Storm Drainage Facilities is binding upon the Declarant and the Association and each Owner of any Lot. Notwithstanding any limitation on assessments to the contrary, the Township of Canton shall have the right, but not the duty, pursuant to the Agreement for Maintenance of Storm Drainage Facilities, to assess the Owners of any Lot, including the Declarant or any Builder, for the costs of maintaining the storm water retention facilities upon the failure of the Declarant or the Association to maintain the same. Any charge imposed by the Township of Canton on the Declarant for failure of the Association to maintain the storm water retention facilities may be charged by the Declarant to the Association and shall be payable as an additional assessment by the Owners, including Builders.

In addition to the other methods of collection, the Township of Canton shall have the right to place such assessment on the municipal tax rolls of the properties and the Lots and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township of Canton and the rights and remedies provided to the Township of Canton by statute, ordinance, agreement or other provisions of the Declaration shall be preserved.

b. The Declarant has entered into an agreement with the Township of Canton to provide for maintenance of landscaping in the Subdivisions and in rights-of-way within the Subdivisions (the Agreement for Maintenance of Subdivision Landscaping"). The Agreement for Maintenance of Subdivision Landscaping is binding upon the Declarant and the Association and each Owner of any Lot. Notwithstanding any limitation on assessments to the contrary, the Township of Canton shall have the right, but not the duty, pursuant to the Agreement for

Maintenance of Subdivision Landscaping, to assess the Owners of any Lot, including the Declarant, or any Builder, for the cost of maintaining the landscaping and upon the Declarant or the Association to maintain the same. Any charge imposed by the Township of Canton on the Declarant for failure of the Association to maintain the landscaping may be charged by the Declarant to the Association and shall be payable as additional assessment by the Owners, including Builders.

In addition to the other methods of collection, the Township of Canton shall have the right to place such assessment on the municipal tax rolls of the properties and the Lots and collect the same in the manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township of Canton and the rights and remedies provided to the Township of Canton by statute, ordinance, agreement or other provisions of the Declaration shall be preserved.

ARTICLE VI

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee.

No building, fence, wall, deck, swimming pool, outbuilding, drainage structure or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by an architectural review committee (the "Committee"). The Committee shall be composed of three (3) persons appointed by the Declarant. Committee members are not required to be Members of the Association, and may be employees, officers, directors, agents or affiliates of the Declarant. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. The Declarant may delegate or assign its power of appointment of Committee members to its successors, assigns, or the Association. Neither the

Declarant nor the Committee shall have the liability whatsoever for the approval or disapproval of any plans or specifications.

Section 2. Preliminary Plans.

Preliminary plans may first be submitted to the Committee for preliminary approval.

Section 3. Plans and Specifications.

Plans and specifications for final approval by the Committee shall include the following:

- a. Complete plans and specifications sufficient to secure a building permit in the Township of Canton, including a dimensioned plot plan showing the Lot and placement of all improvements;
- b. Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;
- c. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;
- d. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;
- e. One set of blueprints to be left with the Committee until construction is completed;
- f. A tree survey locating all trees which are of the size and character described in Article VII, Section 20; and
- g. Any other data, drawings or materials which the Committee requests in order to fulfill its function.

Section 4. Compliance with Building and Use Restrictions.

No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article VII of this Declaration, except in cases where waivers have been granted as provided for in the said Article.

Section 5. Disapproval of Plans or Improvements.

The Committee may disapprove plans because of non-compliance with any restrictions set forth in Article VII of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with, or out of keeping with, the objectives of the Committee, the Subdivisions or with improvements erected or to be erected on other Lots in the Subdivisions, including purely aesthetic considerations.

The Committee shall not be liable for the approval or disapproval of any plan.

Section 6. Approval Time Schedule.

If the Committee fails to approve or disapprove plans within thirty (30) days after proper submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Declarations shall apply and remain in force as to such plans.

Section 7. Committee Approval.

Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by the Committee or an approved form designating the specific plans and specifications for approval and are dated and signed by one (1) member of the Committee who was validly serving on the Committee on the date of such approval.

Section 8. Guidelines.

The Committee may, but shall not be required to, adopt guidelines for its approval process. The guidelines, if adopted, may include discussion of aesthetic standards to be utilized by the Committee in approving plans and specifications, preferred materials, preferred styles of residences, and other matters which will assist Owners seeking Committee approval. The guidelines, if adopted, will be intended solely for the purposes of illustrating and explaining current

Committee standards. The guidelines shall not be construed to create any obligation on the part of the Committee to approve or reject any specific plan or specification or to otherwise modify or diminish the discretion of the Committee under this Article.

Section 9. Review Fee.

The Committee may charge a review fee of a maximum of Three Hundred Fifty (\$350.00) Dollars to any Builder or Owner for the purposes of reviewing plans for the construction of a residence. The fee may not be utilized for the purposes of paying salaries to any members of the Committee but shall be utilized exclusively for the purposes of reimbursing actual expenses of the Committee, including but not limited to, professional review fees of independent consultants.

ARTICLE VII

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

All Lots shall be used for single family residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant attached structures on each Lot as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the Lot upon which the garage is erected must also be erected and maintained. Lessees of any Lot shall be subject to the terms and conditions of this Declaration, the Bylaws and all rules and regulations promulgated pursuant to this Declaration and the Bylaws, all of which shall be incorporated into the lease of any Lot by reference, and any violation of the same by the lessee shall be deemed to be a violation by the lessor-Owner and subject that Owner to the same penalties and sanctions as if the Owner himself violated the Declaration, Bylaws or any rules and regulations.

Section 2. Character and Size of Buildings.

No dwelling shall be permitted on any Lot unless the dwelling complies with the following minimum floor area requirements:

- 1400 sq. ft. with basement
- 1600 sq. ft. without basement

No building greater than two (2) stories or twenty-five (25) feet in height shall be constructed, without the prior approval of the Township of Canton. All computations of square footages for determination of the permissibility of erection of residences under this section, shall be exclusive of basements, attics, garages, porches or similar areas which are not normally classified as living areas. All garages must be attached or architecturally related to the dwelling. Garage doors shall not face the street on which the residence fronts. The Committee may grant such exceptions to this restriction, as it deems suitable, with the approval of the Township of Canton. No garage shall provide space for less than two (2) nor more than three (3) automobiles.

Section 3. Minimum Yard Requirements.

No building on any Lot shall be erected nearer than:

- a. Thirty (30') feet from the front lot line; nor
- b. Ten (10') feet on each side, total side yard setback of Twenty (20') feet, where an attached garage has a front entry (Lots #11, 14, 25, 26, 27, 37 and 38). In addition, the minimum distance between the sides of a home with a front entry garage and any other adjacent home shall be no less than twenty (20) feet; nor
- c. In the case of an attached garage utilizing a side entrance, the sum total of the side yards shall be no less than Thirty (30') feet, with a minimum of Five (5') feet on one side. In no instance shall two 5-foot side yards be permitted immediately adjacent to one another. In addition, the minimum distance between the sides of two adjacent homes with side entry garages shall be no less than Thirty (30') feet;
- d. Forty (40') feet from the rear lot line; nor

e. Lots 64 and 72 shall have the driveway on the east side of the Lots. Lot 65 shall have the driveway on the west side of the Lot.

For the purposes of corner lots, each lot line abutting a street shall be deemed a front lot line. Approval of a variance by the Committee and Township of Canton permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. Lot Splits.

Lot splits shall be prohibited.

Section 5. Maintenance of Improvements.

Each Owner shall keep all improvements on his Lot in good condition and in good repair at all times.

Section 6. Animals.

No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by an Owner shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Such runs or pens shall not extend more than twelve (12') feet in any one direction.

Section 7. Weapons.

No Owner of a Lot shall use or discharge within the Subdivisions, nor shall he permit or suffer any occupant of any Lot which he owns, or his or their invitees or guests, to use or discharge within the Subdivisions, any BB guns, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment.

Section 8. Septic Tanks and Wells.

No septic tank systems shall be dug, installed, constructed or maintained on any Lot. No wells shall be drilled, dug, installed, constructed, or maintained on any Lot except with the permission of Declarant.

Section 9. Temporary Structures.

Trailers, shacks, barns, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreation purposes are permitted for periods not to exceed forty-eight (48) hours. The Declarant, any Builders or their subcontractors, and/or independent contractors contracting with an owner, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the period when new houses are under construction in the Subdivisions by the Declarant and/or Builder, and/or independent contractor.

Section 10. General Conditions.

The following general conditions shall be in effect:

a. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside for more than twenty-four (24) hours in any one week. If the Township of Canton does not provide municipal garbage collection, the Association may contract with one commercial collection service to provide service to the Subdivisions and require each Owner to utilize the service of that contractor at the Owner's expense.

b. No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any Lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivisions except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each

Approved Amendment to Article VII, Section 10, page 21, Replace subsection f with the following:

No external radio, television, or other communication antennae of any type shall be installed on or outside any house, except as allowed in this subsection. Satellite dishes that are one meter in diameter or less are allowed as follows:

- (1) Dishes must be permanently mounted and must be no more than 18" from the wall of a house.
- (2) Dishes must be in the back yard, not visible from the street. If the house is on a corner, or the back yard is substantially exposed by a curve in the road, the dish must be screened by vegetation.
- (3) If there is no practical way to comply with (1) and (2) above (or if doing so would materially impair reception), then the homeowner shall petition the Board for permission to place the dish elsewhere on his property. Board must permit the installation of a dish at a place and in a manner that is least obtrusive to the neighborhood. The Board may impose reasonable requirements for screening the installation with vegetation.
- (4) The Board may authorize other communication antennae or other device if the proposed device is reasonably necessary for the reception of normal commercial media, and is not unnecessarily obtrusive.
- (5) Nor more than two satellite dishes or other reception devices are allowed on any lot.

Builder or independent contractor contracting with an Owner during the period when new houses are under construction in the Subdivisions by the Builder or independent contractor;

- c. No laundry shall be hung for drying outside the dwelling;
- d. The grade and topography of any Lot in the Subdivisions may not be changed after original construction without the written consent of the Committee and the Township of Canton;
- e. No swimming pool may be built unless some portion of the pool is within twenty (20') feet of the residence. All swimming pools must be constructed so that they drain into the Subdivisions storm sewer system only;
- f. No radio, television or other communication antennas of any type shall be installed on or outside of any residence. Antennas may be installed or placed in the interior of any residence;
- g. No exterior lighting shall be installed so as to disturb the occupants of neighboring Lots or impair the vision of traffic on any street;
- h. All new utility lines, including electric, gas, telephone and cable television, must be installed underground.

Section 11. Sales Agency and/or Business Office.

Notwithstanding anything to the contrary herein, the Declarant and/or any Builders may construct and maintain a sales agency and/or a business office on any Lots which they may own, or may use a model house or trailer for such purposes. The Declarant and/or such Builders may continue to maintain such a facility for use as long as they have an ownership interest in any Lot.

Section 12. Lease Restrictions.

No Owner shall lease and/or sublet less than the whole of any dwelling on said Lot. No lease shall be for a period less than one (1) year.

Section 13. Exterior Surface of Dwellings.

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer, cut stone, vinyl, or of any combination thereof. Fieldstone, ledge rock or stucco siding may also be used, so long as any of these materials alone, or in combination, do not exceed fifty (50%) percent of the total of all visible exterior walls. The Committee may grant such exceptions to this restriction as it deems suitable. The use of asphalt, cement block, cinder, slag, or plywood (unless finished in an approved imitation stucco or similar appearance) is prohibited. Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

Section 14. Fences and Walls.

No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any Lot; provided, however, that low ornamental fencing along the front lot line in architectural harmony with the design of the house, may be erected. The side lot line of each corner Lot which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is herein before provided for front building lines. All fences must be constructed of pressure treated wood, brick, stone, wrought-iron or the materials used for the construction of the exterior of the residence and shall be subject to the prior approval of the Committee.

Section 15. Signs.

No sign or billboard of any kind shall be placed, erected or maintained on any Lot. The provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Owner. The provisions of this paragraph shall also not apply to such signs as are installed or erected on any Lot by Declarant or any Builder during such periods as any Lot shall be for sale or used as a model or for display purposes by the Declarant or any Builder, provided, however, that such signs must be made in accordance with uniform specification established by the Declarant.

Approved Amendment to Article VII, Section 14, page 22, Add the following to paragraph 1:

The Architectural Review Committee may approve ornamental fences only. No perimeter fences, nor any fence that exceeds 36" in height, nor any cyclone fencing, shall be allowed.

Section 16. Driveways.

All driveways, aprons and parking areas must be paved with concrete, asphalt or brick pavers, subject to the specifications of the Township of Canton for the portions within the road right-of-way. Alternative materials may be used in the exclusive discretion of the Committee. The driveways must be completed within six (6) months of occupancy.

Section 17. Destruction of Building by Fire, etc.

Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such Lot in order to prevent an unsightly or unsafe condition.

Section 18. Landscaping.

Any Owner taking occupancy of a newly constructed residence upon any Lot shall have the landscaping improvements, including but not limited to, trees, planting, shrubs and lawns, installed within one (1) year of taking occupancy of the residence. The Lot and the right-of-way contiguous to each Lot shall be kept free of weeds by the Owner, and all such landscaping and lawns shall be well-maintained at all times.

Section 19. Soil Erosion.

The owner of each Lot shall be responsible to maintain all temporary soil erosion control measures as required by all governmental agencies.

Section 20. Trees.

No living tree of a height of twenty (20') feet or more or more than eight (8") inches in diameter at three (3') feet above the ground shall be removed without the approval of the Committee, except for trees which are less than twenty (20') feet from any part of the building (including decks and patios) or which are in the location of proposed driveways. The Owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act, the result of which could reasonably be expected to cause damage to or destruction to any tree. In addition to these requirements, the Owner shall comply with any

applicable ordinance adopted by the Township of Canton, as amended from time to time.

Section 21. Sidewalks and Street Trees.

Each Owner shall install a sidewalk in the road right-of-way adjacent to his Lot, if required by the Township of Canton, and shall maintain repair and replace such sidewalk in accordance with the requirements of the Township. Each Owner shall keep the sidewalk reasonably free of ice, snow and debris.

Each Owner or Builder shall pay to the Township of Canton, at the time a building permit is obtained for a lot, a street tree fee which will cover the cost of installation of the required street trees, in accordance with the Township of Canton's requirements.

Section 22. Sight Distance.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the lot lines, or in the case of a rounded property corner, from the intersection of the lot lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

ARTICLE VIII

RESTRICTIONS ON THE USE OF COMMON AREAS

Section 1. Litter and Pollution.

No Owner shall throw or allow to accumulate on his or any other Lot or the Common Areas, trash, refuse or rubbish of any kind. No Owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the Subdivisions or the sanitary or storm sewer drains serving the Subdivisions.

Section 2. Liability.

The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as its Officers, the Owners, the Declarant, Builders and the Township of Canton from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the Common Areas or on any property under the jurisdiction or control of the Association. Any liability insurance shall name the Owners, the Declarant, Builders and the Township of Canton as additional insured. The Township shall be insured in an amount which is acceptable to it. Proof of insurance shall be provided to the Township on an annual basis.

Section 3. Published Rules.

The Declarant reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the Common Areas as well as other matters relating thereto. The Declarant may delegate or assign this right to its successors or the Association.

Section 4. Use of Parks and Common Areas.

a. Neither the Declarant, the Association nor any Owner may construct any improvement or perform any excavation, erect any structure, land clearance, landscaping or engage in any other construction activity in the Parks without the express approval of the Township of Canton.

b. The Parks shall be maintained and preserved solely for the following purposes:

- (i) the detention and flow of storm water runoff;
- (ii) pedestrian ingress and egress;
- (iii) preservation of the trees, wetlands, vegetation, flora and animal life forms existing naturally in the Parks.

c. No Owner shall operate or permit his family members, tenants, invitees or guest to operate any motorized vehicle within the Parks, damage any biological organism existing within the

area, impede the flow of storm water in the drain or detention area or otherwise take any action inconsistent with the purposes of the Parks as described in paragraph b of this Section 4.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement.

The Declarant, the Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

The Declarant or the Association shall have the right to enter upon any Lot for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Declarant or the Association detracts from the overall attractiveness of the health and welfare of the Subdivision. The Declarant or the Association may enter upon the Lots for the purpose of removing any debris or trash from the Lot. The Declarant or the Association shall be under no obligation to take such affirmative action. Any costs incurred in such action by the Declarant or Association shall be chargeable against the Owner and shall constitute a lien against the Lot.

Section 2. Severability.

Invalidation of any one of these easements, covenants, restrictions or conditions of judgment or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

Section 3. Amendment.

The covenants, restrictions and conditions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for an additional period of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-

area, impede the flow of storm water in the drain or detention area or otherwise take any action inconsistent with the purposes of the Parks as described in paragraph b of this Section 4.

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seven (67%) percent of the Owners and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Owners, except that amendments made by the Declarant for the purpose of adding residential lots and/or Common Areas to the Association and making this Declaration apply to such lots and/or Common Areas, shall not require the vote or signature of any Owners, the Association or any Members thereof. No amendment may be adopted without the consent of the Declarant at any time in which it owns one (1) or more Lots in the subdivision. No provision of the Declaration which specifically applies to or grants rights to the Township of Canton may be released, changed, modified or amended without the express written consent of the Township of Canton. Any amendment must be recorded with the Wayne County Register of Deeds before the amendment becomes effective.

Section 4. Annexation of Additional Lots and/or Common Areas

The Declarant reserves the right at any time, or times, in the future to amend this Declaration by adding to it any Subsequent Phase. Such Subsequent Phase may or may not contain Common Areas. Any such amendment(s) to this Declaration shall provide that the Owners of all residential lots in Subsequent Phases shall be required to be Members of the Woodcreek Homeowners' Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Areas contained within the Subdivision and Subsequent Phases shall be for the use and benefit of all Owners of Lots in the Subdivisions and all subdivisions added hereto. Additional Lots and Common Areas may be annexed to the Association by Declarant without the consent or approval of the Association or any of its Members or any Owner. Annexation by action of the Association shall require the consent of two-thirds (2/3) of its Members.

Section 5. Assignment or Transfer of Rights and Powers.

Except as expressly limited by the Declaration, the Declarant reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates hereby reserved or given to the Declarant including the right and power to

approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Declarant in connection with the rights, powers and easements so assigned, and such instrument when executed by such assignee shall without further act, release the Declarant from all obligations, duties and liabilities in connection therewith.

Section 6. Appointment of Declarant As Attorney In Fact.

All Owners, their successors and assigns hereby irrevocably appoint the Declarant as their agent and attorney-in-fact for the purpose of executing any document necessary to allow Declarant to do anything which Declarant is entitled to do under the terms of this Declaration.

Section 7. Additional Signatories.

The Parties who, in addition to the Declarant, sign this Declaration, hereby accept, adopt, confirm, ratify and subject their respective interests in the Subdivision to the easements, covenants and restrictions contained herein.

IN WITNESS WHEREOF, the undersigned, having obtained the consent of all parties with an ownership interest or security interest in the Subdivision have executed this Declaration on the 21th of November, 1996, on the dates set forth in their respective acknowledgments.

WITNESSED:

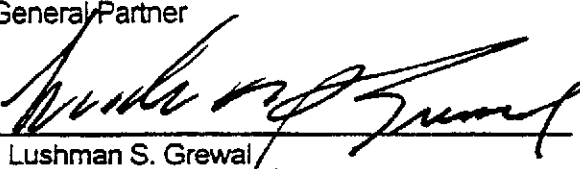

G. Michael Kahn


Jane Dietrich

DECLARANT:

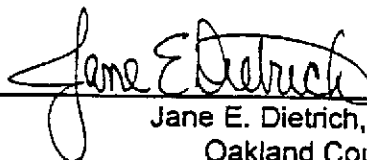
SINGH OF WOODCREEK LIMITED PARTNERSHIP,
a Michigan limited partnership

BY: SINGH GENERAL CORP.,
a Michigan corporation,
General Partner

BY: 
Lushman S. Grewal
Vice President

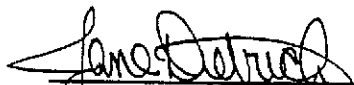
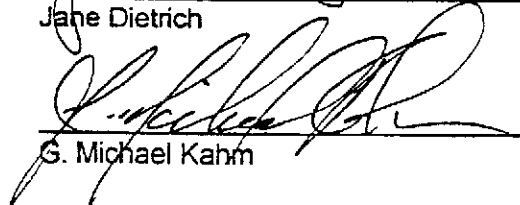
STATE OF MICHIGAN) ss
COUNTY OF OAKLAND)


The foregoing instrument was acknowledged before me this 21st day of November, 1996, by Lushman S. Grewal, who is the Vice President of Singh General Corp., a Michigan corporation, General Partner of Singh of Woodcreek Limited Partnership, a Michigan limited partnership, on behalf of the Partnership.



Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06/08/2001

COMERICA BANK,
a national banking association

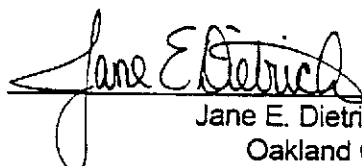

Jane Dietrich

G. Michael Kahn

BY: 
Lesa Nash

ITS: Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

The foregoing instrument was acknowledged before me this 21st day of November, 1996, by Lesa Nash, who is the Vice President of Comerica Bank, a national banking association.


Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06/08/2001

This instrument drafted by and after recording return to:

Singh Development Co., Ltd.
7125 Orchard Lake Road
Suite 200
West Bloomfield, Michigan 48322

EXHIBIT A

WOODCREEK SUBDIVISION
CANTON TOWNSHIP, MICHIGAN

LEGAL DESCRIPTION

A PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 2 SOUTH, RANGE 8 EAST, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 26; THENCE SOUTH 00°14'59" EAST, 1320.30 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 26 AND THE CENTERLINE OF LILLEY ROAD, TO THE POINT OF BEGINNING; THENCE NORTH 89°48'55" EAST, 1294.87 FEET; THENCE 00°28'35" EAST, 605.65 FEET; THENCE NORTH 89°48'55" EAST, 43.95 FEET; THENCE SOUTH 01°14'25" WEST, 176.82 FEET; THENCE 46.72 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 09°54'48", AND A CHORD BEARING AND DISTANCE OF NORTH 83°48'10" WEST, 46.66 FEET; THENCE NORTH 78°50'46" WEST, 119.08 FEET; THENCE SOUTH 11°09'14" WEST, 60.00 FEET; THENCE SOUTH 11°39'51" EAST, 171.79 FEET; THENCE NORTH 83°32'06" EAST, 46.12 FEET; THENCE SOUTH 06°27'54" EAST, 46.77 FEET; THENCE SOUTH 35°37'41" EAST, 92.41 FEET; THENCE SOUTH 65°37'41" EAST, 46.89 FEET; THENCE SOUTH 24°22'19" WEST, 39.37 FEET; THENCE SOUTH 89°49'40" WEST, 26.87 FEET; THENCE SOUTH 00°28'35" EAST, 167.57 FEET, TO A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 26; THENCE SOUTH 89°49'40" WEST, 839.66 FEET, ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 26, (SAID POINT BEING NORTH 89°49'40" EAST, 460.43 FEET, FROM THE CENTER OF SAID SECTION 26); THENCE NORTH 00°28'35" WEST, 165.40 FEET; THENCE SOUTH 89°48'55" WEST, 459.78 FEET, TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID LILLEY ROAD, (SAID POINT BEING NORTH 00°14'59" WEST, 165.30 FEET, FROM THE CENTER OF SAID SECTION 26); THENCE NORTH 00°14'59" WEST, 660.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID LILLEY ROAD; THENCE NORTH 89°48'55" EAST, 768.83 FEET; THENCE NORTH 00°28'35" WEST, 165.00 FEET; THENCE SOUTH 89°48'55" WEST, 768.17 FEET, TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID LILLEY ROAD; THENCE NORTH 00°14'59" WEST, 330.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID LILLEY ROAD, TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 34.181 ACRES. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN LILLEY ROAD.

EXHIBIT B

WOODCREEK SUBDIVISION NO. 2
CANTON TOWNSHIP, MICHIGAN

LEGAL DESCRIPTION

A PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 2 SOUTH, RANGE 8 EAST, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 26; THENCE SOUTH 00°14'59" EAST, 1320.30 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 26 AND THE CENTERLINE OF LILLEY ROAD, TO THE NORTHWEST CORNER OF "WOODCREEK SUBDIVISION NO. 1", AS RECORDED IN LIBER 107 OF PLATS, ON PAGES 64 THROUGH 73, INCLUSIVE, WAYNE COUNTY RECORDS, THENCE THE FOLLOWING COURSES ALONG THE BOUNDARY OF SAID "WOODCREEK SUBDIVISION NO. 1"; THENCE NORTH 89°48'55" EAST, 1294.87 FEET, AND SOUTH 00°28'35" EAST, 605.65 FEET, AND NORTH 89°48'55" EAST, 43.95 FEET, ALONG THE BOUNDARY OF SAID "WOODCREEK SUBDIVISION NO. 1", TO THE NORTHEAST CORNER OF SAID "WOODCREEK SUBDIVISION NO. 1" AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°48'55" EAST, 1193.20 FEET, TO THE WESTERLY RIGHT-OF-WAY OF HAGGERTY ROAD, VARIABLE WIDTH RIGHT-OF-WAY (SAID POINT BEING LOCATED SOUTH 00°42'10" EAST, 1926.04 FEET AND SOUTH 89°17'50" WEST, 60.11 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 26); THENCE SOUTH 00°32'30" EAST, 547.65 FEET, ALONG THE WESTERLY RIGHT-OF-WAY OF SAID HAGGERTY ROAD TO A POINT (SAID POINT BEING LOCATED NORTH 00°42'10" WEST, 168.15 FEET AND SOUTH 89°17'50" WEST, 61.65 FEET, FROM THE EAST 1/4 CORNER OF SAID SECTION 26); THENCE SOUTH 89°49'40" WEST, 1210.91 FEET, TO A BOUNDARY CORNER OF SAID "WOODCREEK SUBDIVISION NO. 1"; THENCE THE FOLLOWING COURSES ALONG THE EASTERLY BOUNDARY OF SAID "WOODCREEK SUBDIVISION NO. 1"; THENCE NORTH 24°22'19" EAST, 39.37 FEET, AND NORTH 65°37'41" WEST, 46.89 FEET, AND NORTH 35°37'41" WEST, 92.41 FEET, AND NORTH 06°27'54" WEST, 46.77 FEET, AND SOUTH 83°32'06" WEST, 46.12 FEET, AND NORTH 11°39'51" WEST, 171.79 FEET, AND NORTH 11°09'14" EAST, 60.00 FEET, AND SOUTH 78°50'46" EAST, 119.08 FEET, AND 46.72 FEET ALONG THE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 09°54'48" AND A CHORD BEARING A DISTANCE OF SOUTH 83°48'10" EAST, 46.66 FEET AND NORTH 01°14'25" EAST, 176.82 FEET, ALONG THE EASTERLY BOUNDARY OF SAID "WOODCREEK SUBDIVISION NO. 1", TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 16.046 ACRES. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORDS.