

MASTER DEED

CANTERBURY COMMONS CONDOMINIUM

(Act 59, Public Acts of 1978 As Amended)

Recorded in Liber 8886  
Pages 32 through 71  
Oakland County Records  
on January 17, 1985.

THIS MASTER DEED is made and executed on this 21st day of December, 1984, by Manor Craft Homes, Inc., a Michigan Corporation, hereinafter referred to as "Developer," whose address is 2254 Highland, Highland, Michigan, 48031, represented herein by Roy D. Coffman who is fully empowered and qualified to act on behalf of the Corporation, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978 as amended), hereinafter referred to as the "Act."

W I T N E S S E T H :

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Canterbury Commons Condominium as a Condominium Project under the Act and does declare that Canterbury Commons Condominium (hereinafter referred to as the "Condominium," "Project," or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, representatives, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Canterbury Commons Condominium, Oakland County Condominium Subdivision Plan No. 399. The architectural plans for the Project were approved by the Highland Township Building Department. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual Units for residential purposes and each

Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

## ARTICLE II

## LEGAL DESCRIPTION

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

Part of the N.W. 1/4 of Section 15, T.3N., R.7E., Highland Township, Oakland County, Michigan, described as commencing at the N.W. corner of said Section 15; thence N. 89 degrees 49 minutes 07 seconds E., along the North line of said Section 15, 1300.91 feet to the N.E. corner of the N.W. 1/4 of the N.W. 1/4 of said Section 15; thence due South, along the East line of the West half of the N.W. 1/4 of said Section 15, 2284.46 feet, to the point of beginning; thence continuing due South, along said East line and the centerline of Milford Road (120 feet wide right-of-way - proposed), 375.00 feet; thence N. 89 degrees 23 minutes 30 seconds W. 499.50 feet; thence N. 00 degrees 32 minutes 05 seconds E. 374.98 feet; thence S. 89 degrees 23 minutes 30 seconds E. 496.00 feet to the point of beginning; containing 4.285 acres, subject to the rights of the public or any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes, also subject to easements and restrictions of record, if any.

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## ARTICLE III

## DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate By-Laws and Rules and Regulations of the Canterbury Commons Condominium Association, a Michigan non-profit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Canterbury Commons Condominium, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

B. "Association" shall mean the non-profit corporation organized under Michigan Law of which all co-owners shall be members which Corporation shall administer, operate, manage, and maintain the Condominium. Any action required of

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or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium documents or the laws of the State of Michigan.

C. "Association By-Laws" means the Corporate By-Laws of Canterbury Commons Condominium Association, the Michigan non-profit Corporation organized to manage, maintain and administer the Condominium.

D. "Common Element" where used without modification shall mean both the General and Limited Common Elements described in Article IV hereof.

E. "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3(4) of the Act to be recorded as part of the Master Deed.

F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Canterbury Commons Condominium, as described above.

H. "Condominium Project," "Condominium," or "Project" means Canterbury Commons Condominium as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Co-owner" means a person, firm, corporation, partnership, association, trust, land contract vendee if the land contract so provides, other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "owner," wherever used, shall be synonymous with the term "co-owner."

K. "Developer" shall mean Manor Craft Homes, Inc., which has made and executed this Master Deed, and its successors and assigns.

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

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

N. "Unit" or "Condominium" each mean the enclosed space constituting a single complete residential Unit in Canterbury Commons Condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

#### ARTICLE IV

##### COMMON ELEMENTS

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

#### A. The General Common Elements are:

1. The land and beneficial easements described in Article II hereof, including driveways, roads, sidewalks, and parking spaces not identified as Limited Common Elements, if any; provided, however, that the Association or Developer may in its discretion assign General Common Element parking spaces to individual co-owners on an equitable basis, by amendment of the Master Deed and the Condominium Subdivision Plans to depict the parking as a Limited Common Element.
- × 2. The electrical wiring network throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs, and switches within any Unit.
3. The gas line network throughout the Project, including that contained within Unit walls, up to point of connection with gas fixtures within any Unit.
4. The telephone wiring network throughout the Project up to the point of entry to each Unit.
- × 5. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
6. The water and waste disposal system throughout the Project, including that contained within Unit walls, up to the point of

connection with plumbing fixtures within any Unit.

7. The storm drainage system throughout the Project.
8. The foundations, supporting columns, crawl spaces, Unit perimeter walls (but not including windows and doors therein) roofs, ceilings, floor construction and chimneys.
9. Such other Elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep, and safety of the Project.

B. The Limited Common Elements are:

4<sup>TH</sup> AMMENDMENT

OWNERS →

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OWNERS →

1. The garages, porches or courtyards, patios, if any, adjoining each Unit shall be subject to the exclusive use and enjoyment of the co-owner of such Unit. The attic storage is limited to the exclusive use of the Unit through which access is obtained.
2. Windows, doors, ceilings, floors, and the interior surfaces of Unit perimeter walls contained within a Unit shall be subject to the exclusive use and enjoyment of the co-owner of such Unit.
3. The driveway immediately in front of each Unit as shown on Exhibit "B" hereto is restricted in use to the co-owner of the Unit to which it shall be appurtenant.
4. The furnace and hot water heater is restricted in use to the co-owner of the Unit which such furnace and hot water heater services.
5. Each parking space in the Condominium Project shall be a Limited Common Element appurtenant to the Unit of the same number with which such parking spaces shall be designated on the Condominium Subdivision Plan or any amendment thereto. The precise number and location of parking spaces which may be constructed or reassigned shall be determined by Developer in its sole judgment but nothing herein contained shall obligate Developer to construct or reassign any parking spaces whatever. Any consideration paid by a co-owner for the parking space shall inure solely to the benefit of Developer. Developer reserves the right to

designate each parking space as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed which shall be effected solely by Developer without the necessity of consent of or execution by any other person now or hereafter interested in the Condominium Project, whether as owner, mortgagee or otherwise. Any such amendment may contain an adjustment or readjustment of percentages of value by increase or decrease of the same with respect to all Units in the Condominium Project as may be reasonable to reflect the addition of value and allocable maintenance expense to those Units to which parking spaces shall become appurtenant. All of the co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate allocation and reallocation of percentages of value of Units which Developer may determine necessary and appropriate in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed.

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

1. The costs of decoration and maintenance of all surfaces referred to in Article IV, B-2 above shall be borne by the co-owners of each Unit to which such Limited Common Elements are appurtenant. The Association shall bear the costs of repair or replacement of these surfaces, except in cases of co-owner fault, in which case that co-owner shall be responsible for such costs. In the event of fire or casualty loss, the Association shall pay for repairs to all surfaces referred to above including redecorating.
2. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association.
3. No co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other co-owner in the use

SEE 4TH  
AMMENDMENT  
TO MASTER DEED

and enjoyment of his Unit or the Common Elements.

4. The costs of maintenance and repair (but not replacement except in the case of co-owner fault) of each furnace and hot water heater described in Article IV B-4 above shall be borne by the co-owner of the Unit to which such Limited Common Element is appurtenant.

#### ARTICLE V

##### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Canterbury Commons Condominium as prepared by Brad F. Thompson, Registered Land Surveyor and Professional Engineer, and attached hereto as Exhibit "B." Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on Exhibit "B" have been or will be physically measured by Brad F. Thompson. Building elevations are shown in detail in architectural plans and specifications on file with the Highland Township Building Department.

B. The percentage of value assigned to each Unit is set forth in sub-paragraph C below. The percentages of value were computed on the basis of the relative sizes of the Units with the resulting percentages reasonably adjusted to total precisely one hundred percent (100%). The percentage of value assigned to each Unit shall be determinative of such co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meeting of the Association of co-owners. The total value of the Project is one hundred (100). The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly recorded.

C. Set forth below are:

1. Each Unit number as it appears on the Condominium Subdivision Plan.
2. The percentage of value assigned to each Unit.

<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>	<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>
1	5%	11	5%
2	5%	12	5%
3	5%	13	5%
4	5%	14	5%
5	5%	15	5%
6	5%	16	5%
7	5%	17	5%
8	5%	18	5%
9	5%	19	5%
10	5%	20	5%

Units six (6) through twenty (20) "need not be built."

In the event that some or all of the Units labeled "need not be built" are not built, the above percentages of value will be amended to so reflect. All of the percentages will change, but the ratio of the percentages of any particular "must be built" Unit to the percentage of any other "must be built" Unit will remain the same.

The precise determination of the adjustments or readjustments in percentages of value shall be within the sole judgment of the Developer. Such adjustments or readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various Units.

#### ARTICLE VI

##### RECREATIONAL AREA

At the completion of the development of the Condominium Project, the co-owners will have the option of either having the Developer convey to the Association the historic structure located on the Condominium premises in an "as is" condition or having that structure demolished and removed from the Condominium premises by the Developer. Any and all costs of removing this structure, if the Association elects to have it removed, will be borne by the Developer. If the Association elects to have the structure remain, any and all costs of improving that structure will be borne by the Association.

#### ARTICLE VII

##### EASEMENTS

###### A. Easement for Maintenance of Encroachments.

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be



easements too, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities and Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

B. Easements Retained by Developer.

1. Roadway Easements. Developer reserves for the benefit of itself, its successors, and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the premises which are currently labeled "need not be built." Any and all expenses of maintenance, repair, replacement, and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land, labeled "need not be built" whose closest means of access to a public road is over such road or roads. The co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of such Units plus all other dwelling Units in the adjacent land described as "need not be built" whose closest means of access to a public road is over such road.

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

3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Sales Period has not expired.

4. Easements for Maintenance, Repair and Replacement. The Developer, the Association, and all public or private utilities shall have such easements as may be necessary over the Condominium premises, including all Units and Common Elements to fulfill any responsibilities of maintenance,

repair, decoration or replacement which they, or any of them, are required or permitted to perform under the Condominium documents.

## ARTICLE VIII

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of not less than sixty six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of the co-owners and of the Unit mortgagees (allowing one (1) vote for each mortgage held) except as hereinafter set forth:

A. No Unit dimensions and appurtenant Limited Common Elements may be modified without the consent of the co-owner of such Unit nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, any provisions relating to the ability or terms under which a co-owner may rent a Unit, the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the co-owner of any Unit to which the same are appurtenant.

B. During the Sales Period, the Developer may, without the consent of any co-owner or any other person, amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the Project, including, but not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal Government or the State of Michigan.

C. The value of the vote of any co-owner and the corresponding proportion of common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Condominium By-Laws.

D. Article VII and this Article VIII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project, or possibility of con-

struction of residential Units on the land described as "need not be built."

E. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of ninety five percent (95%) of all co-owners and all mortgagees (allocating one vote for each mortgage held).

F. The Developer may, with the consent of a majority of the members of the Advisory Committee, amend this Master Deed and the Condominium By-Laws attached hereto, to extend the date of the First Annual Meeting of Members.

ARTICLE IX

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by law, including the power to approve or disapprove any act, use of proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

WITNESSES:

Manor Craft Homes, Inc.,  
a Michigan Corporation

/s/ Tamara S. Yeagle  
Tamara S. Yeagle

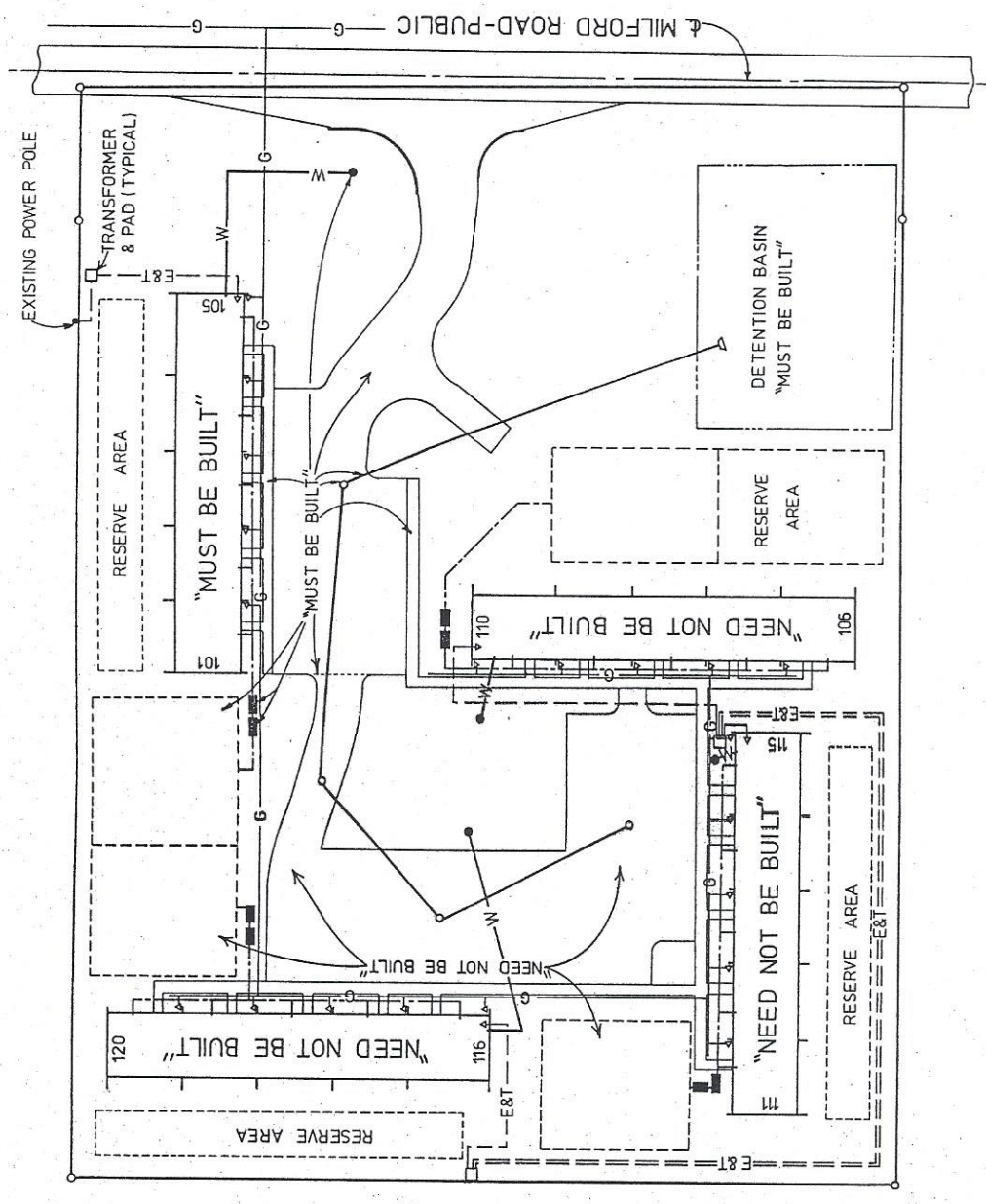
By: /s/ Roy D. Coffman  
Roy D. Coffman, President

/s/ Kenneth Lingenfelter  
Kenneth Lingenfelter  
STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF LIVINGSTON)

On this 21st day of December,  
1984, the foregoing Master Deed was acknowledged before me by  
Roy D. Coffman on behalf of Manor Craft Homes, Inc.

/s/ Tamara S. Yeagle  
Tamara S. Yeagle - Notary Public  
Livingston County, Michigan  
My Commission Expires: 11/02/86

DRAFTED BY AND RETURN TO:  
JAMES P. BABCOCK  
21610 Eleven Mile Road, Ste. 1  
St. Clair Shores, MI 48081  
(313) 445-1660



MILFORD ROAD-PUBLIC

LEGEND	TYPE OF UTILITY	SOURCE OF LOCATION
W	WELL & WATER LEAD	JOHN STEWART ARCHITECTS SITE PLAN
1500 GAL. SEPTIC TANK		"
DRAINFIELD AREA		"
12" C	12" DIA. C.M.P. & MANHOLE	CONSUMERS POWER CO.
G	GAS MAIN & LEAD	DETROIT EDISON & MICHIGAN BELL TELEPHONE
E&T	ELECTRIC & TELEPHONE	DETROIT EDISON OR CONSUMERS POWER CO.
△	UTILITY METER	JOHN STEWART ARCHITECTS SITE PLAN
	DETENTION BASIN LIMITS	

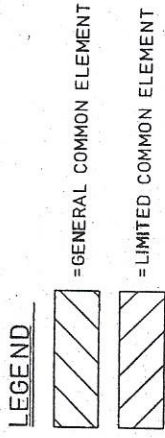
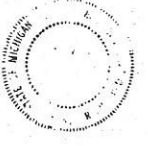
**NOTE**  
PUBLIC UTILITIES AS SHOWN INDICATE APPROXIMATE LOCATION OF FACILITIES AS DISCLOSED BY THE VARIOUS UTILITY COMPANIES AND NO GUARANTEE IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF.

*Brad F. Thompson*  
 BRAD F. THOMPSON  
 REGISTERED LAND SURVEYOR &  
 PROFESSIONAL ENGINEER NO 23828  
 B.F. THOMPSON, P.C.  
 1725 GULLEY ROAD  
 HOWELL, MICHIGAN 48843  
 PHONE: 517/548-3142

**UTILITY PLAN**  
**CANTERBURY COMMONS**



SCALE: 1"=30'

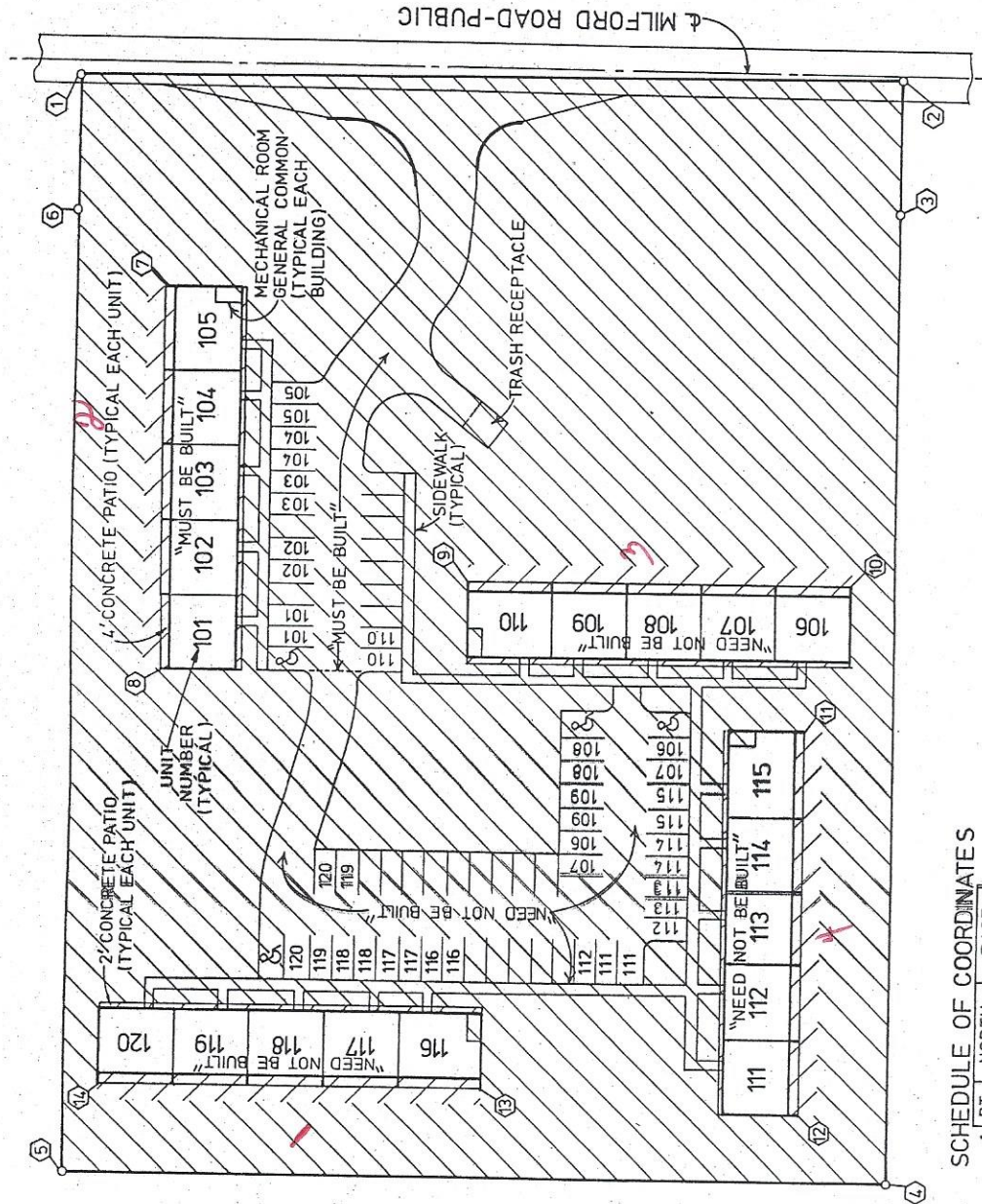


NOTE: PARKING SPACES WITH A NUMBER DENOTE ASSIGNMENT BY UNIT NUMBER AND ARE LIMITED COMMON ELEMENTS.  
 PARKING SPACES WITH A HANDICAP SYMBOL ARE RESERVED FOR USE BY THE HANDICAPPED AND ARE GENERAL COMMON ELEMENTS (C = HANDICAPPED PARKING SPACE).  
 PARKING SPACES NOT NUMBERED ARE FOR VISITORS USE AND ARE GENERAL COMMON ELEMENTS.

**SITE PLAN**  
**CANTERBURY COMMONS**



*Brad F. Thompson*  
 BRAD F. THOMPSON  
 REGISTERED LAND SURVEYOR &  
 PROFESSIONAL ENGINEER NO 23828  
**B.F. THOMPSON, P.C.**  
 1725 GULLEY ROAD  
 HOWELL, MICHIGAN 48843  
 PHONE : 517/548-3142



SCHEDULE OF COORDINATES

P.T.	NORTH	EAST
1	719.66	2300.90
2	344.66	2300.90
3	345.29	224.091
4	349.96	1801.43
5	724.92	1804.93
6	720.29	2240.91
7	680.69	2208.00
8	682.55	2032.61
9	542.46	2075.25
10	367.07	2073.39
11	387.78	2007.34
12	389.64	1831.95
13	534.11	1843.16
14	709.50	1845.02

**ATTENTION: COUNTY REGISTRAR OF DEEDS**  
THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN  
COSEQUITIVE SEQUENCE. WHEN A NUMBER HAS BEEN  
ASSIGNED TO THIS PROJECT IT MUST BE PROPERLY SHOWN  
IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S  
CERTIFICATE ON SHEET 2.

**OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 399**  
**EXHIBIT "B" TO THE MASTER DEED OF**  
**CANTERBURY COMMONS**  
**HIGHLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN**

**DEVELOPER**  
**MANOR CRAFT HOMES, INC.**  
**2254 HIGHLAND ROAD**  
**HIGHLAND, MICH. 48031**

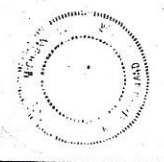
**PROPERTY DESCRIPTION**  
PART OF THE NW 1/4 OF SECTION 15, T.3N., R.7E., HIGHLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE N.W. CORNER OF SAID SECTION 15; THENCE N. 89° 49' 07" E., ALONG THE NORTH LINE OF SAID SECTION 15, 1300.91 FT. TO THE NE. CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 15; THENCE DUE SOUTH, ALONG THE EAST LINE OF THE WEST HALF OF THE NW 1/4 OF SAID SECTION 15, 2284.46 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING DUE SOUTH, ALONG SAID EAST LINE AND THE CENTERLINE OF MILFORD ROAD (120 FT. WIDE RIGHT-OF-WAY - PROPOSED), 375.00 FT.; THENCE N. 89° 23' 30" W. 499.50 FT.; THENCE N. 00° 32' 05" E. 374.98 FT.; THENCE S. 89° 23' 30" E. 496.00 FT. TO THE POINT OF BEGINNING; CONTAINING 4.285 ACRES, SUBJECT TO THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES, ALSO SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

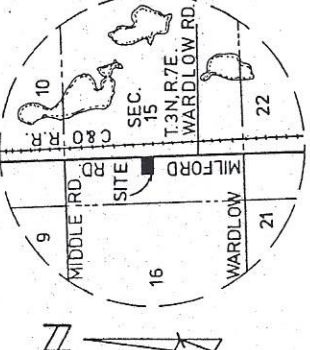
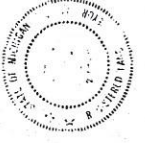
- SHEET INDEX**
- 1) COVER SHEET
  - 2) SURVEY PLAN
  - 3) SITE PLAN
  - 4) UTILITY PLAN
  - 5) FLOOR PLAN
  - 6) BUILDING CROSS SECTIONS

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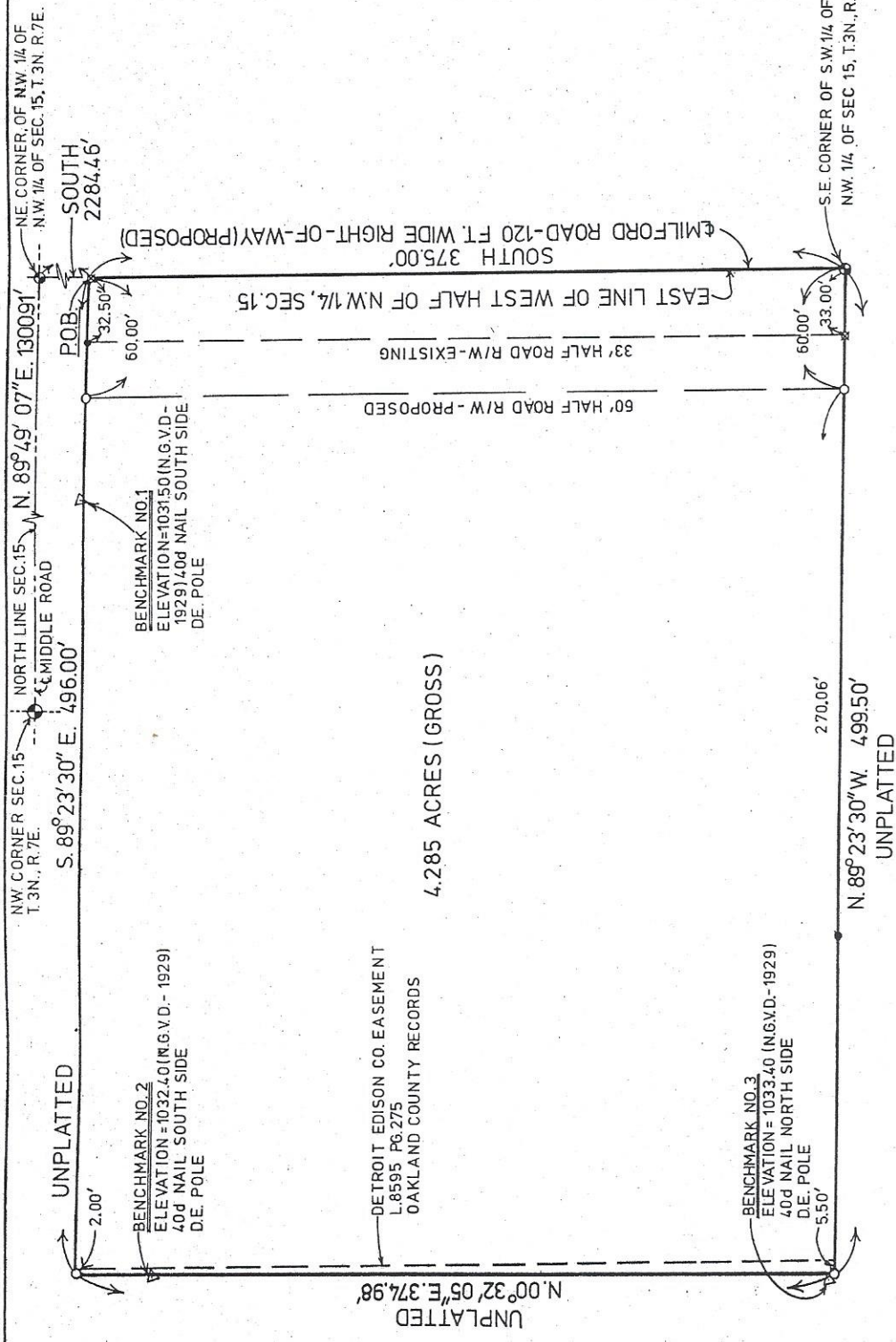
*Brad F. Thompson*  
**BRAD F. THOMPSON**  
**REGISTERED LAND SURVEYOR &**  
**PROFESSIONAL ENGINEER NO: 23828**  
**B.F. THOMPSON, P.C.**  
**1725 GULLEY ROAD**  
**HOWELL, MICHIGAN 48843**  
**PHONE: 517/548-3142**

PROPOSED: 9-28-84





LOCATION MAP  
NO SCALE



4.285 ACRES (GROSS)

**SURVEYOR'S CERTIFICATE**

I, BRAD F. THOMPSON, REGISTERED LAND SURVEYOR AND REGISTERED CIVIL ENGINEER OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 359, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY 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.

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.

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.

DATED: SEPTEMBER 26, 1984

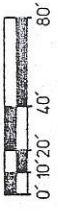
**LEGEND**

- = SECTION CORNER-EXISTING
- = 1/8th CORNER-EXISTING
- = SET CONCRETE MONUMENT
- ⊗ = SET 1/2" x 18" RE-ROD
- = FOUND 1/2" RE-ROD
- △ = BENCHMARK

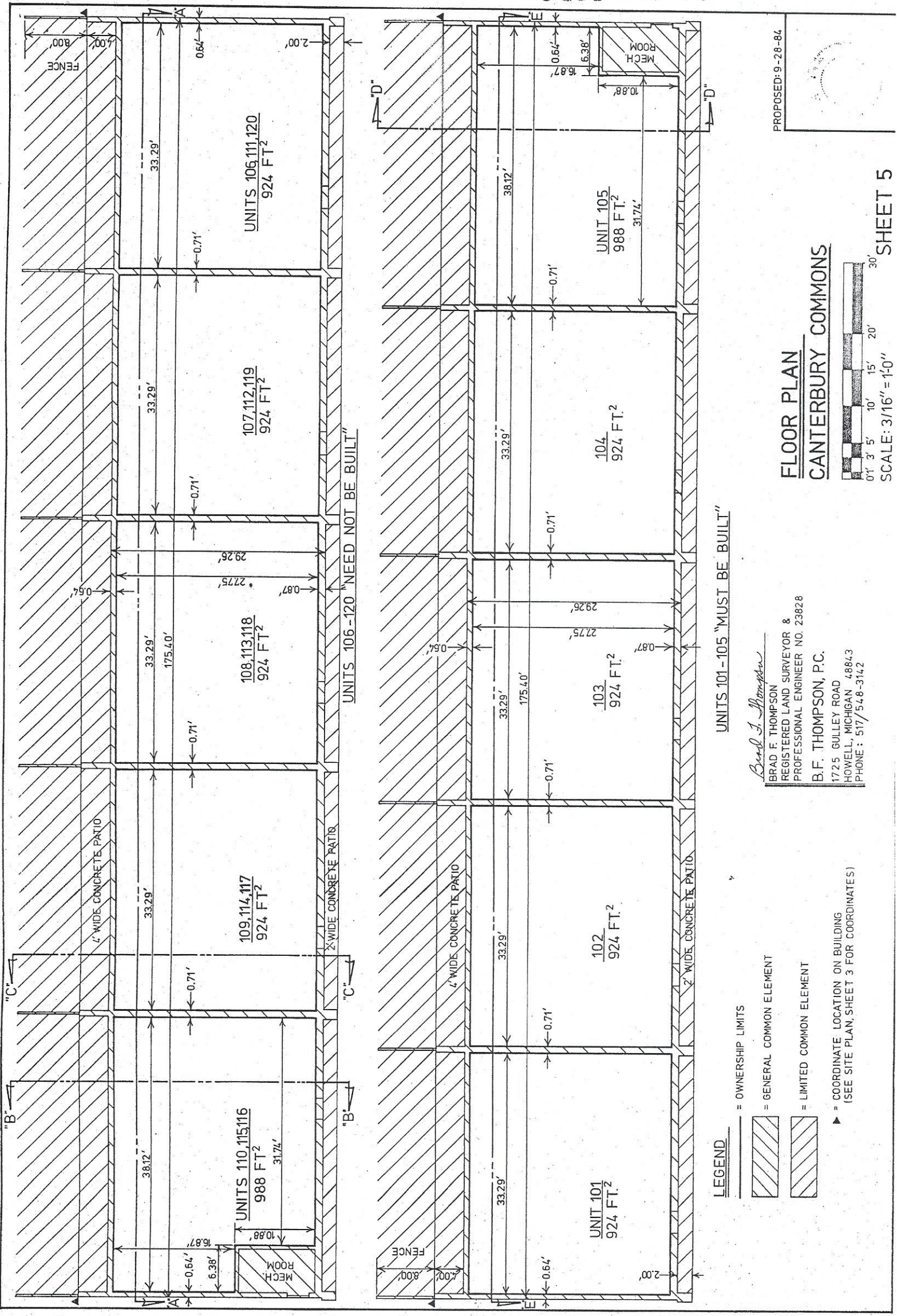
NOTE: BEARINGS ARE BASED ON PREVIOUS SURVEY NO. 83191 BY KIEFT ENGINEERING, INC.

**SURVEY PLAN**  
**CANTERBURY COMMONS**

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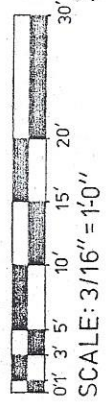


SCALE: 1" = 30'



PROPOSED: 9-28-84

**FLOOR PLAN**  
**CANTERBURY COMMONS**



SHEET 5

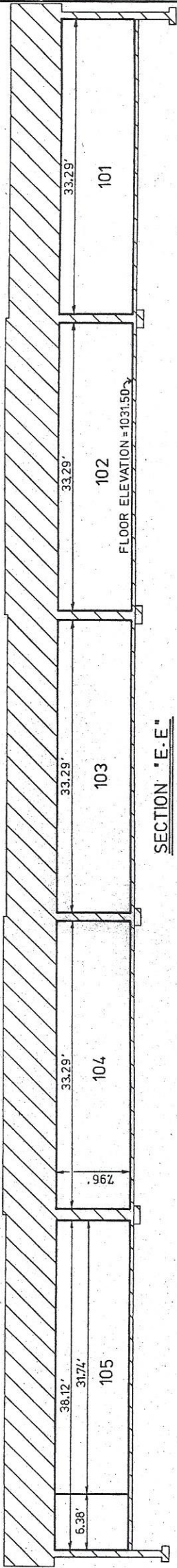
UNITS 101-105 "MUST BE BUILT"

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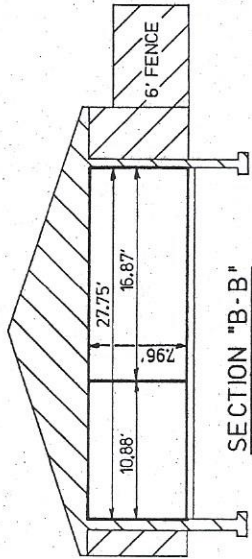
- LEGEND**
- = OWNERSHIP LIMITS
  - = GENERAL COMMON ELEMENT
  - = LIMITED COMMON ELEMENT

▲ = COORDINATE LOCATION ON BUILDING  
(SEE SITE PLAN, SHEET 3 FOR COORDINATES)

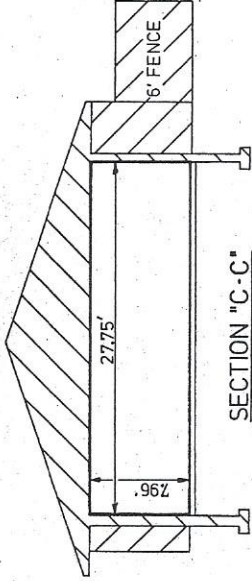




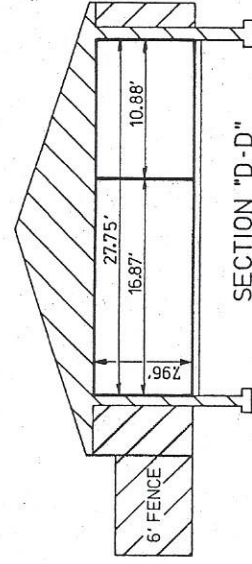
SECTION "E-E"



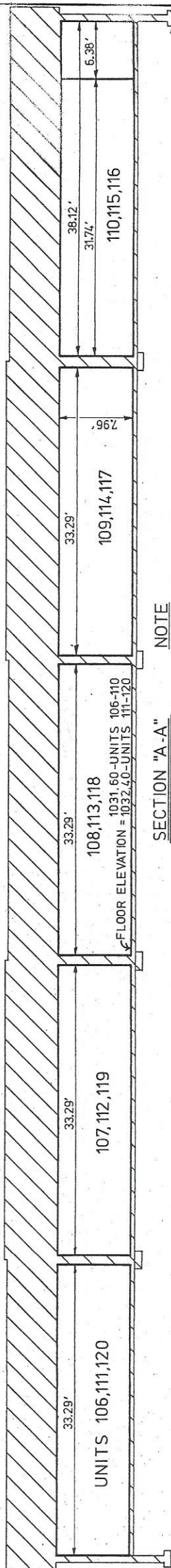
SECTION "B-B"



SECTION "C-C"



SECTION "D-D"



SECTION "A-A"

NOTE  
 UNITS 101-105 "MUST BE BUILT"  
 UNITS 106-120 "NEED NOT BE BUILT"

LEGEND

— = OWNERSHIP LIMITS

= GENERAL COMMON ELEMENT

= LIMITED COMMON ELEMENT

UNIT	VOLUME (ft <sup>3</sup> )	UNIT	VOLUME (ft <sup>3</sup> )
101	7355	111	7355
102	7355	112	7355
103	7355	113	7355
104	7355	114	7355
105	7864	115	7854
106	7355	116	7864
107	7355	117	7355
108	7355	118	7355
109	7355	119	7355
110	7864	120	7355

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BUILDING CROSS SECTIONS  
 CANTERBURY COMMONS

