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LIBER 30321 PAGE 576
\$16.00 MISC RECORDING
\$4.00 REMUNERATION
08/11/2003 04:01:00 P.M. RECEIPT# 70927
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

FIRST AMENDMENT TO MASTER DEED

ETON STREET STATION I

This First Amendment to Master Deed of Eton Street Station I is made and executed on this 4th day of August, 2003, by Hitchingham Development Co., L.L.C., a Michigan corporation, the post office address of which is 41050 Vincent Court, Novi, Michigan 48375. Charter Oak Homes, the "Developer" of Eton Street Station I, a Condominium established pursuant to the Master Deed thereof, recorded October 16, 2002 in Liber 26817, Pages 278 through 373 inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 1476, hereby amends the Master Deed of Eton Street Station I, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), and pursuant to the authority reserved in Article IX, Section 3 of the Master Deed and Article XVI, Section 4 of the Bylaws (Exhibit "A" to the Master Deed) of Eton Street Station I. Said Master Deed is amended in the following manner:

20-31-204-000 end

FIRST AMENDMENT TO BYLAWS

(EXHIBIT "A" TO THE MASTER DEED)

ETON STREET STATION I

1. Article VI, Section 2 of the Bylaws (Exhibit "A" to the Master Deed) of Eton Street Station I, shall, upon recordation in the office of the Oakland County Register of Deeds of this Amendment, be amended to add a Subsection (c) and (d) as provided below:

ARTICLE VI RESTRICTIONS

Section 2. Leasing and Rental.

* * *

(c) Partial Exception for Units Acquired by First Mortgagees.
Notwithstanding anything to the contrary herein:

(i) this Section shall not be construed so as to condition or impair the right of any Co-owner to assign an existing Unit lease or occupancy agreement to the holder of a first mortgage upon the Unit as additional security for a loan; and

(ii) the holder of a first mortgage upon a Unit who purchases the Unit upon foreclosure of the mortgage, or who acquires title to the Unit by a deed delivered in lieu of foreclosure of the mortgage shall be exempt from the following lease requirements and restrictions contained herein for a period of three (3) years to commence sixty (60) days after the holder acquired the right to occupy and possess the Unit under applicable law, to wit:

(a) The minimum lease term, as is required by Section 2(a) above; provided that no person shall be permitted to possess and occupy any Unit under a lease or occupancy agreement for a term which is less than thirty (30) days; and

(b) Any requirement concerning the form and content of any lease or as to the Association's prior review and approval thereof, but only insofar as Section 2 shall impose requirements which are in excess of those provided in Section 112 of the Act.

The exceptions contained in this Section 2(c)(ii) shall also benefit the successors and assigns of every such holder, provided, that such person (other than and excepting a lending institution or its affiliate which acquires the Unit for disposition) who acquires the Unit for use as their personal residence, primary or secondary, or as rental property to be held for investment purposes, shall not be an "assignee" for purposes of this exception.

(d) Additional Exception for Units with Mortgages Insured by Department of Veterans Affairs. The Unit leasing restrictions contained in this Section 2 shall not apply to the Co-owner of any Unit which is insured by the U.S. Department of Veterans Affairs, or any successor agency, in the event and to the extent that the restriction is prohibited by any existing or future regulation promulgated by that Department including, without limitation, the regulations codified at 38 CFR Sec. 36.4350 and 36.4358.

In all other respects, other than as hereinabove indicated, the initial Master Deed of Eton Street Station I, including the remaining provisions of the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B," recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

HITCHINGHAM DEVELOPMENT CO., L.L.C.


By:


Bernard Gliberman

Its: Authorized Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this 4th day of August, 2003, the foregoing Master Deed was acknowledged before me by Bernard Gliberman the Authorized Member of Hitchingham Development Co., L.L.C. on behalf of the company.


Patricia A. Gorton, Notary Public,
Wayne County, Michigan
Acting in Oakland County
My commission expires: 10-19-2005

NO INTEREST IN REAL ESTATE IS BEING CONVEYED BY THIS FIRST AMENDMENT TO MASTER DEED ETON STREET STATION I. NO REVENUE STAMPS ARE REQUIRED.

Master Deed drafted by:
Christopher A. Hajek, Esq.
Freeman, Cotton, & Norris, P. C.
33 Bloomfield Hills Parkway, Suite 100
Bloomfield Hills, Michigan 48304
(248) 642-2255

When recorded, return to drafter.

LIBER 26817 PAGE 278

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LIBER 26817 PAGE 278
\$197.00 DEED - COMBINED
\$2.00 REMONUMENTATION
10/16/2002 03:01:49 P.M. RECEIPT# 84413
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

MASTER DEED

ETON STREET STATION I

This Master Deed is made and executed on this 26th day of July, 2002, by Hitchingham Development Co., L.L.C., a Michigan limited liability company, hereinafter referred to as the "Developer," the post office address of which is 41050 Vincent Court, Novi, Michigan 48375, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Eton Street Station I as a Condominium Project under the Act and does declare that Eton Street Station I 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, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Eton Street Station I, Oakland County Condominium Subdivision Plan No. 1476. The Project consists of 49 attached Condominium Units. The engineering and architectural plans for the Project have been

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or will be filed with the City of Birmingham, Oakland County, Michigan. The Condominium Project is established in accordance with the Michigan Condominium Act. The buildings contained in the Condominium, including the number, boundaries, dimensions, volume and area of each Unit, and the approximate location of Units not yet constructed, and the designation of Common Elements are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto and as described herein. Each building contains individual Units created 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. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II LEGAL DESCRIPTION

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

A part of the N.E. ¼ of Section 31, T. 2.N., R. 11 E., City of Birmingham, Oakland County, Michigan, being a part of Lots 1, 2 and Lot 10 and part of Vacated Palmer Street of "Assessor's Plat No. 28" as Recorded in Liber 43, Page 50 of Plats, Oakland County Records and Part of Lots 220 through 222 and 224 through 226 and part of Vacated Hazel Avenue of "Birmingham Gardens" as Recorded in Liber 31, Page 38 of Plats, Oakland County Records, and other unplatted Lands, more particularly described as:

Commencing at the Northwest Corner of Lot 1 of said "Assessor's Plat No. 28"; Thence S. 01°59'10" W. 308.07 Feet along the Easterly Line of Eaton Road (Width Varies) to the Point of Beginning; Thence along the Northerly Line of Hazel Avenue (Proposed Dedication) S. 87°59'40" E. 268.50 Feet; Thence the following Two (2) Courses along the Easterly Line of Graten Street (Proposed Dedication) S. 01°59'10" W. 108.76 Feet and 36.02 Feet along the Arc of a Curve to the Left, Radius 51.50 Feet, Central Angle 40°04'24" and a chord that bears S. 18°02'52" E. 35.29 Feet; Thence S. 88°00'50" E. 70.50 Feet; Thence 3.09 Feet along the Arc of a Curve to the Left, Radius 80.00 Feet, Central Angle 09°22'43" and a chord that bears N. 87°17'49" E. 13.08 Feet; Thence N. 70°25'48" E. 34.91 Feet; Thence N. 61°59'10" E. 71.64 Feet; Thence 39.07 Feet along the Arc of the Curve to the Left Radius 275.00 Feet, Central Angle 08°08'27" and a chord that bears S. 38°16'04" E. 39.04 Feet; Thence S. 42°20'17" E. 141.77 Feet; Thence along the Northerly Line of Attard Street

OAKLAND COUNTY TREASURERS CERTIFICATE
HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument as appears by the records in the office
except as stated.

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C. HUGH DOHANY, County Treasurer

(Proposed Dedication) S. 40°21'24" W. 76.62 Feet; Thence S. 42°20'17" E. 50.41 Feet; Thence along the Southerly Line of said Attard Street the following Three (3) Courses S. 40°21'24" W. 68.21 Feet, 41.88 Feet along the Arc of the Curve to the Right, Radius 135.00 Feet, Central Angle 17°46'14" and a chord that bears S. 49°14'31" W. 41.71 Feet and S. 58°07'38" W. 68.48 Feet; Thence S. 31°52'22" E. 112.00 Feet; Thence S. 58°07'38" W. 113.00 Feet to a point on the Southwesterly Line of Lot 10 of said "Assessor's Plat No. 28"; Thence N. 31°52'22" W. (425.06 Feet Record), 424.81 Feet measured along said line and its extension thereof; Thence N. 32°10'20" W. 71.01 Feet; Thence N. 01°59'57" E. 42.01 Feet; Thence S. 88°00'50" E. 91.31 Feet; Thence the following Two (2) courses along said Graten Street 33.77 Feet along the Arc of a Curve to the Right Radius 101.50 Feet Central Angle 19°03'37" and a chord that bears N. 07°32'43" W. 33.61 Feet and N. 01°59'10" E. 58.78 Feet; Thence along the Southerly Line of said Hazel Avenue N. 87°59'40" W. 218.50 Feet; Thence along said Easterly Line of Eton Road N. 01°59'10" E. 50.00 Feet to the Point of Beginning Containing 3.13 Acres more or less, being subject to Easements and Restrictions of Record.

Part of Tax Id#: 20-31-203-030

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, rules and regulations, if any, of the Eton Street Station I 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 Eton Street Station I as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Eton Street Station I Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section

3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements, and structures thereon, and all easements, rights, and appurtenances belonging to Eton Street Station I as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" each mean Eton Street Station I as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means 9 final, amended, Master Deed which would describe Eton Street Station I as a completed Condominium Project and reflect the entire land area if added to or subtracted from the Condominium from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Oakland County Register of Deeds, would supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer hereunder, 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, in this Project or the proposed neighboring Project, Eaton Street Station II.

Section 11. Co-owner or Owner. "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Hitchingham Development Co., L.L.C., which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 13. Eton Street Station II. "Eton Street Station II" is a proposed condominium to be developed by Hitchingham Development Co., LLC on adjacent property to Eton Street Station I and is proposed to contain residential and commercial condominium units.

Section 14. Expense Sharing Agreement. "Expense Sharing Agreement" means the agreement entered into by Hitchingham Development Co., L.L.C. and the Eton Street Station I and II Condominium Associations for the sharing of costs for maintenance, repair, upkeep, and replacement of improvements, landscaping, decorations, monuments and signs serving Eton Street Station I and II Condominium Projects.

Section 15. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 16. Transitional Control Date. "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 exceed the votes which may be cast by the Developer.

Section 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Eton Street Station I, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 18. Gender Terms. 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 to the plural shall also be included where the same would be appropriate.

Section 19. Other Terms. Other terms that may be utilized in the Condominium Documents and that are not defined hereinabove shall have the meanings as provided in the Act.

**ARTICLE IV
COMMON ELEMENTS**

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

Section 1. General Common Elements. The General Common Elements are:

- (a) Land. The land described in Article II hereof, including the driveways, roads, sidewalks and parking spaces located thereon not identified as Limited Common Elements.
- (b) Roads. All internal roads and drives designated on the Condominium Subdivision Plan. All land contained with such description shall be and remain a General Common Element of the Condominium subject only to the rights of the public in such roads and drives.
- (c) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.
- (d) Exterior Common Lighting. The exterior common lighting system throughout the Project, including all electrical transmission lines, lighting fixtures, and related equipment.
- (e) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.
- (f) Gas. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
- (g) Water. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures or their apparatuses (i.e., hoses, etc.) for and contained in an individual Unit.
- (h) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (i) Storm Sewer. The storm sewer system throughout the Project.

- (j) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- (k) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, and floor construction between Unit levels and chimneys.
- (l) Sprinkler System. The sprinkler system, including control clocks, meters, water shut-off valves, water meters, and fire suppression valves throughout the Project.
- (m) Sidewalks. The sidewalks located throughout the Project, if any, that benefit the Condominium as a whole.
- (n) Monuments and Signs. The monuments and signs located throughout the Project.
- (o) Mailbox Kiosk. The mailbox kiosk is a limited common element within the Project and may be shared by unit owners of Eton Street Station II if and when constructed.
- (p) Miscellaneous. Common corridors, vestibules, rubbish areas, not exclusively limited to any particular Unit.
- (q) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (a) Porches. Each individual Unit porch is restricted in use to the Co-Owner of the Unit served thereby as shown on Exhibit "B" hereto.

- (b) Patios. Each patio is restricted in use to the Co-owner of the Unit to which it is adjacent.
- (c) Air Conditioning Units. Each individual air conditioner compressor and other equipment and accessories related thereto are restricted in use to the Co-owner of the Unit that such air conditioner unit services.
- (d) Windows, Screens, and Doors. The windows, screens, and doors in the Project are restricted in use to the Co-owner of the Unit to which such windows, screens, and doors are appurtenant.
- (e) Driveway. Each driveway appurtenant to the Unit served thereby as depicted on Exhibit "B."
- (f) Garage Doors and Openers. The garage door and its hardware, including the electric garage door opener shall be limited in use to the Co-owner of the Unit that it services.
- (g) Finished Surface of Walls, Ceilings, and Floors. The interior finished surface of perimeter and interior walls, ceilings and floors between Units and Unit levels, including the garage, are limited to the exclusive use and enjoyment of the Co-owner of the Unit in which they are contained.
- (h) Sump Pumps. Each individual sump pump, if any, and all of its related equipment shall be limited in use to the Units located in the building served thereby.
- (i) Fireplace and Combustion Chambers. The fireplace located in a Unit, if any, the flue, and the fireplace combustion chambers and chimneys, if any, shall be limited in use to the Unit served thereby.
- (j) Utility Meters. Utility meters are limited to the Unit served thereby.
- (k) Utility Services. Utility systems from the point of the meter into and throughout the Unit served thereby.
- (l) Utility Meter Areas. Utility meter areas/rooms, if any, as depicted on Exhibit "B."
- (m) Heating and Cooling. Each heating and cooling system including, without limitation, all equipment and ductwork related throughout the Unit served thereby.

- (n) Skylights. The skylight(s) located in a Unit, if any, shall be limited in use to the Co-owner of the Unit in which the skylight(s) is located.

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

- (a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association. The cost of maintenance, decoration, repair and replacement of the mailbox kiosk may be shared with owners of Eton Street II Condominium pursuant to an expense sharing agreement based on percentage of units in each Project.
- (b) Limited Common Elements. The cost of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Co-Owner of the Unit including but not limited to the following:
- (1) Porches, Patios, Windows, Screens and Doors. The cost of maintenance, repair and replacement of all porches, patios, windows, screens and doors referred to in Section 2 of this article shall be borne by each Unit Co-owner to which they are appurtenant. The uniform appearance of all porches, patios, windows, screens and doors shall be maintained at all times in accordance with the site plan approved by the City of Birmingham, and the Bylaws attached hereto. No changes in design, material, or color may be made without the express written approval of the Association (and the Developer during the Construction and Sales period).
 - (2) Air Conditioner Compressors. The cost of maintenance, repair and replacement of each air conditioner compressor referenced in Section 2 above shall be borne by the Co-owner of the Unit to which such air conditioner compressor is appurtenant.
 - (3) Fireplaces and Combustion Chambers. The costs of maintenance, repair and replacement of the gas fireplace located with a Unit, if any, the flue and the fireplace combustion chamber in any Unit shall be borne by the Co-owner of such Unit. Any maintenance, repair, or replacement to said flue must receive the prior written approval of the

Association to ensure the safety of the structures and residents of the Condominium.

- (4) Garage Doors and Openers. The costs of maintenance, repair and replacement of each garage door and optional electric garage door opener referred to in Section 2(f) shall be borne by the Co-owner of the Unit to which they are appurtenant; provided, however, that the Association shall be responsible for painting the garage doors and any maintenance, repair and/or replacement of the garage doors that creates a change in the exterior appearance of same shall be subject to the prior express written approval of the Association.
 - (5) Skylights. The costs of maintenance, repair and replacement of each skylight referenced in Article IV, Section 2 (n) hereinabove, if any, including any incidental damage caused thereby to a Common Element and/or other Unit, shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant; provided, however, that any maintenance, repair and/or replacement of such Limited Common Element must receive the prior written approval of the Association to ensure the safety of the structures and residents of the Condominium. Any change in the exterior appearance of said Limited Common Element shall be subject to the prior, express written approval of the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 3 of the Bylaws (Exhibit "A" hereto) and shall be subject to the written approval of the Developer during the Construction and Sales Period pursuant to the provisions of Article VI, Section 16 of the Bylaws.
- (c) Roadways. Some of the roadways within the Project may become dedicated to the public in the future. Until such time as the roadways become dedicated, all expenses of maintenance, repair, replacement, and resurfacing of any road shall be the responsibility of the Co-owners of Eton Street Station I and II pursuant to the Expense Sharing Agreement. Maintenance, repair, replacement, and resurfacing of any roadways, drives, and parking areas that are not dedicated to the public shall remain the responsibility of the Co-owners of Eton Street Station I and II and shall remain subject to the Expense Sharing Agreement. Items constructed in the road right of way by the Developer, including without limitation, sidewalks, street trees, and street lighting, shall be maintained by the Co-owners of Eton Street

Station I and II pursuant to the Expense Sharing Agreement. Following dedication, the Eton Street Station I Condominium Association, upon the affirmative vote of not less than 51% of the Co-owners, shall be vested with the power and authority to sign petitions requesting the establishment of a special assessment district pursuant to the provisions of applicable Michigan statutes for improvements of roads within or adjacent to the Condominium Premises. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners. If at any time the City or County determines that the private roadways within the Project are not being adequately maintained, repaired or replaced, the City or County may serve written notice of such deficiency upon the Association demanding that the deficiencies be cured within a state period of time. If such deficiencies are not cured, the City or County may undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual tax roll.

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 that interferes with or impairs the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Eton Street Station I as prepared by Ziemet Wozniak. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines.

In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such Specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative

square foot area/sales prices of the Units with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. Percentage of Value Assignment. The percentages of value assigned to individual Units as a result of the application of the formula described in Article V, Section 2 hereof are as follows:

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>	<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	2.041	26	2.041
2	2.041	27	2.041
3	2.041	28	2.041
4	2.041	29	2.041
5	2.041	30	2.041
6	2.041	31	2.041
7	2.041	32	2.041
8	2.041	33	2.041
9	2.041	34	2.041
10	2.041	35	2.041
11	2.041	36	2.041
12	2.041	37	2.041
13	2.041	38	2.041
14	2.041	39	2.041
15	2.041	40	2.041

16	2.041	41	2.041
17	2.041	42	2.041
18	2.041	43	2.041
19	2.041	44	2.041
20	2.041	45	2.041
21	2.041	46	2.041
22	2.041	47	2.041
23	2.041	48	2.041
24	2.041	49	2.041
25	2.041	TOTAL:	100.00 %

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

ARTICLE VI

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act, any applicable local ordinances and regulations, and this Article. Changes to the Units are subject to the terms and conditions of the site plan approved by the City of Birmingham and no changes may be made unless prior written approval is received from the City. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Subject to the approval required above, the Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

- (a) Subdivide Units. Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.
- (b) Consolidate Contiguous Units. Consolidate under single ownership two or more Units that are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (c) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (d) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set

forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified. 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 reallocation of percentages of value of Units which Developer or its successors may determine necessary 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 and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake:

- (a) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Oakland County Register of Deeds.

- (b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for the conveyance between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

ARTICLE VII CONVERTIBLE AREAS

Section 1. Convertible Area. The Developer intends to construct the Units in the Condominium as indicated on the Condominium Subdivision Plan (Exhibit "B"). The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording of this Master Deed to convert, modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the areas immediately adjacent to the Units and or immediately adjacent to the Limited Common Elements as need arises in order to make reasonable changes to Unit types and sizes, to increase and decrease the immediately adjacent common areas, or to create additional Limited Common Elements, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element.

Section 2. Amendment of Master Deed and Modification of Percentages of Value. Such conversion shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master

Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 3. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Project. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 4. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the City of Birmingham. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 5. Consent of Interested Persons. 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. If it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the Percentages of Value.

ARTICLE VIII EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance

of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element.

Section 2. Easements Retained by Developer.

- (a) Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, all future owners of the land described in Article II or any portion or portions thereof, and all future owners of the land described in Article II of the Eton Street Station II Master Deed or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II and all or any portion of the parcel described in Article II of the Eton Street Station II, Master Deed. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by this Condominium and Eton Street Station II Condominium pursuant to an Expense Sharing Agreement. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the numerator plus the number of Units in Eton Street Station II Condominium.
- (b) Right to Dedicate. The Developer reserves the right at any time during the Construction and Sales Period to dedicated to the public a right-of-way of such width as may be required by the local public authority over any and all of the roadways in Eton Street Station I, shown as General Common Elements on the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the notice or consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and by recording same with the Oakland County Register of Deeds. 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 right-of-way dedication. All person acquiring an interest

in the Condominium, including without limitation all Co-owners and mortgagees, shall be deemed to have irrevocably appointed the Developer and its successors as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for 100% of the Units in the Condominium, the Association may exercise the foregoing rights and powers.

(c) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, 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 in the Condominium, 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. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article II which are served by such mains. 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 dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article II that are served by such mains.

(d) Granting Utility Rights to Agencies. The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously

consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 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 Eton Street Station II; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easements for Maintenance, Repair, and Replacement. The Developer, the Association, the City of Birmingham, and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, maintain, repair, replace, and operate any utility, storm sewer, storm drain, or water main easement within the land described in Article II hereof, and also 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 or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Emergency Access Easement. There shall exist for the benefit of all Co-owners, their guests and invitees, the City of Birmingham, and any and all police agency and emergency vehicles an easement for ingress and egress over the Condominium Premises. This easement shall not obligate the City or County to any maintenance or repair obligations with respect to any private roadways within the Condominium.

ARTICLE IX AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 2/3-majority vote of all first mortgagees of record, allocating one vote for each mortgage held. Mortgagees need not appear at any meeting of Co-owner except that their approval shall be solicited through written ballots. To the extent that a vote of mortgagees of Units are required for the amendment of the Condominium Documents, the procedure described in Section 90a of the Act, MCL 559.190a shall be followed.

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked, or abandoned without the written consent of the Developer, 85% of non-developer Co-owners, and 85% of first mortgagees.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents 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.


Section 7. City of Birmingham Approval. The Condominium Project shall at all times be maintained in a manner consistent with the approved site plan and the ordinances of the City of Birmingham. No provision of this Master Deed or other Condominium Document shall be amended to affect any current or future rights and/or obligations of the City of Birmingham without obtaining the prior written consent of the City. The City of Birmingham shall be considered a 3rd party beneficiary for purposes of enforcement of the provision of the Master Deed and Bylaws.

ARTICLE X 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 or 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.

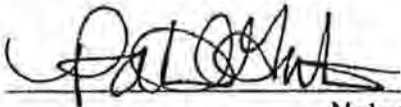
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HITCHINGHAM DEVELOPMENT CO., L.L.C.

By: 
Bernard Glieberman
Its: Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this 26th day of July, 2002, the foregoing Master Deed was acknowledged before me by Bernard Glieberman the Manager of Hitchingham Development Co., L.L.C. on behalf of the company.


_____, Notary Public,
Oakland County, Michigan
My commission expires: _____

Master Deed drafted by:
Christopher A. Hajek, Esq.
Freeman, Cotton, & Norris, P. C.
33 Bloomfield Hills Parkway, Suite 100
Bloomfield Hills, Michigan 48304
(248) 642-2255

PATRICIA A. GORTON
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Oct 19, 2006

ACTING IN OAKLAND COUNTY

When recorded, return to drafter.

ETON STREET STATION I

A PART OF THE N.E. 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, BEING A PART OF LOTS 1, 2 AND LOT 10 AND PART OF VACATED PALMER STREET OF 'ASSESSOR'S PLAT NO. 28' AS RECORDED IN LIBER 43, PAGE 50 OF PLATS, OAKLAND COUNTY RECORDS AND PART OF LOTS 220 THROUGH 222 AND 224 THROUGH 226 AND PART OF VACATED HAZEL AVENUE OF 'BIRMINGHAM GARDENS' AS RECORDED IN LIBER 31, PAGE 38 OF PLATS, OAKLAND COUNTY RECORDS, AND OTHER UNPLATTED LANDS, MORE PARTICULARLY DESCRIBED AS:

INDEX OF DRAWINGS:

**BUILDING 7
5 UNIT BLDG.**

**BUILDING 8
& UNIT BLDG.**

**BUILDING'S 1, 3 & 5
6 UNIT BLDG.'S**

BUILDING 2
7 UNIT BLDG.

**BUILDING'S 4 & 6
7 UNIT BLDG.'S**

**ZEIMET/WOZNAK &
ASSOCIATES, INC.
28450 FRANKLIN ROAD
SOUTHFIELD, MI 48034**

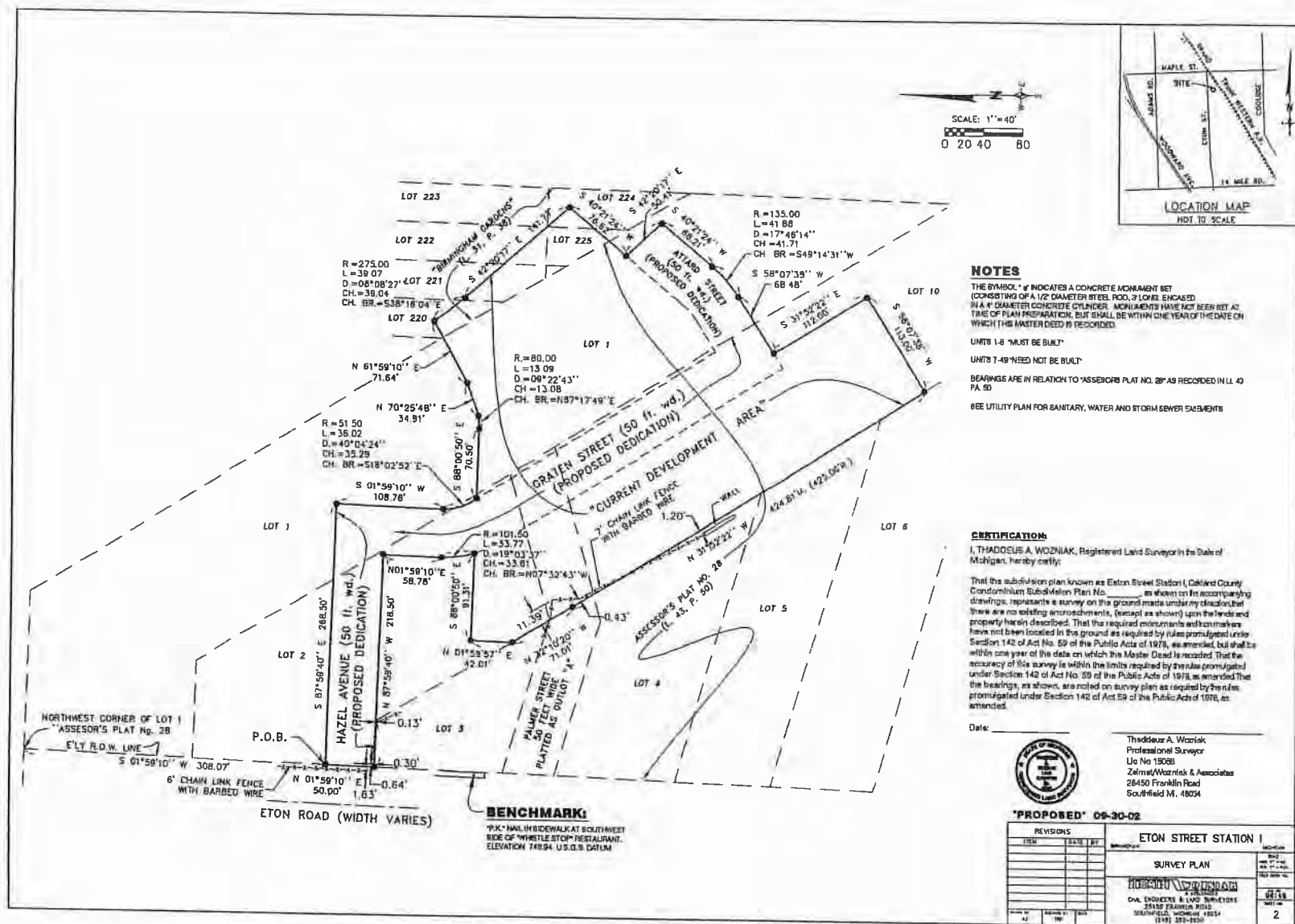
HITCHINGHAM DEVELOPMENT CO., L.L.C.
41050 VINCENTI COURT
NOVI, MI. 48375

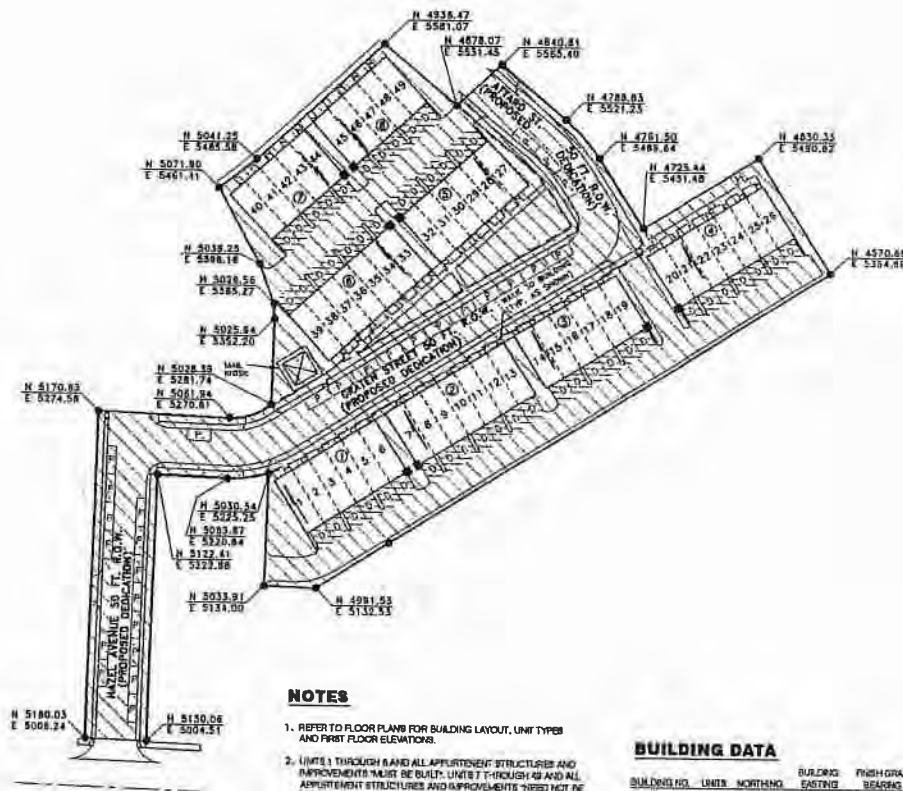
THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15066
ZEIMET/WOZNIAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHFIELD, MI
48034







'PROPOSED' 09-30-02

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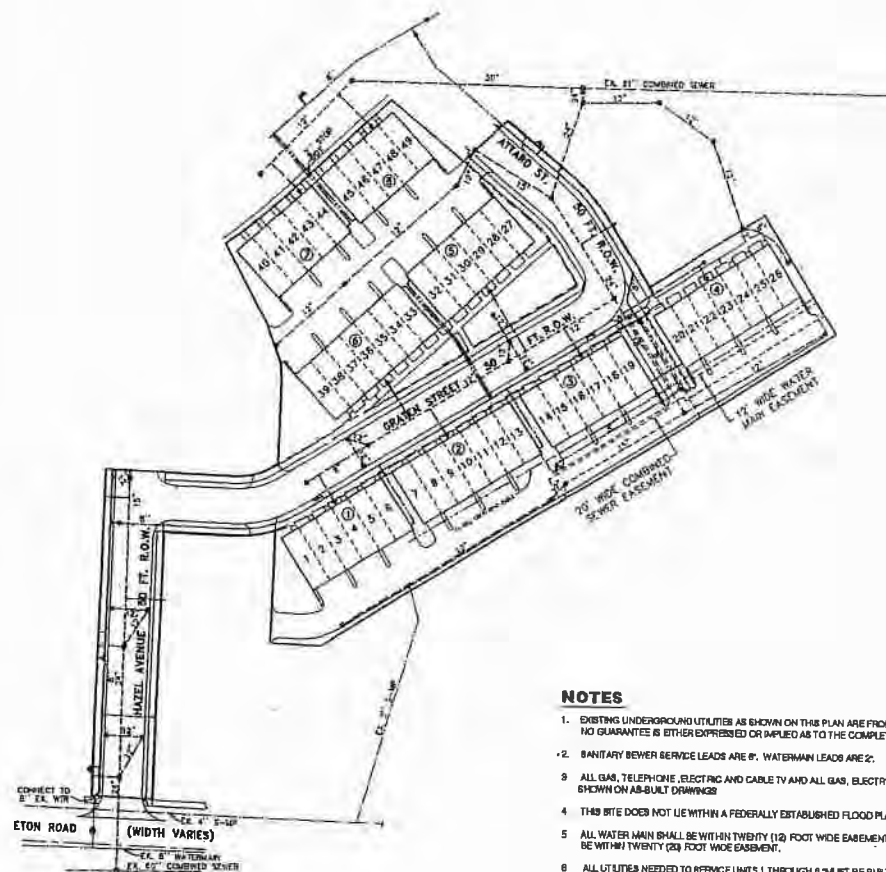




	GENERAL COMMON ELEMENT
	UNITED COMMON ELEMENT
	BUILDING COORDINATE LOCATION
	BUILDING BEARING DIRECTION
3 - 4	UNIT DESIGNATION
D	DRIVEWAY (UNITED COMMON ELEMENT)
P	PARKING (GENERAL COMMON ELEMENT), NON ASSIGNED
③	BUILDING NO.
<u>N 9999.99</u>	COORDINATE VALUE

BUILDING NO.	UNITS	MORTGAGE	BUILDING	FINISH GRADE	ELEVATION	IS A RAILROAD	IS A RAILROAD
			EST. 4.27	BEARING			
1	1-8	4,576.48	2517.4	N. 59° 07' 38" E.	749.79		
2	1-13	5,447.28	2669.18	N. 59° 07' 38" E.	749.83		
3	16-19	4,441.23	3,852.94	N. 59° 07' 38" E.	749.83		
4	425-56	4,576.23	4,077.87	N. 59° 07' 38" E.	749.83		
5	27-32	4,522.07	5,046.21	N. 47° 29' 02" E.	749.83		
6	33-36	4,651.19	5,021.48	N. 47° 29' 02" E.	749.83		
7	37-44	4,668.08	5,472.87	N. 47° 29' 02" E.	749.83		
8	45-49	4,661.59	5,419.31	N. 47° 29' 02" E.	749.83		

[illegible]



LEGEND

- GAS MAIN
- WATER MAIN
- COMBINED SEWER
- STORMSEWER
- SANITARY SEWER
- CLEANOUT
- MANHOLE
- CATCH BASIN
- INLET
- ▲ END SECTION
- GATE VALVE
- ⊥ FIRE HYDRANT

UTILITY	SOURCE
WATER MAIN	C/BRIMMINGHAM - ZEIMET/WOZNIAK
STORM SEWER	C/BRIMMINGHAM - ZEIMET/WOZNIAK
SANITARY SEWER	C/BRIMMINGHAM - ZEIMET/WOZNIAK
GAS MAIN	TO BE SHOWN ON AS-BUILT DRAWINGS
TELEPHONE	TO BE SHOWN ON AS-BUILT DRAWINGS
ELECTRIC	TO BE SHOWN ON AS-BUILT DRAWINGS
CABLE TV	TO BE SHOWN ON AS-BUILT DRAWINGS
UTILITY METERS	TO BE SHOWN ON AS-BUILT DRAWINGS

NOTES

- EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS PLAN ARE FROM EXISTING RECORDS. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.
- SANITARY SEWER SERVICE LEADS ARE 8". WATERMAIN LEADS ARE 2".
- ALL GAS, TELEPHONE, ELECTRIC AND CABLE TV AND ALL GAS, ELECTRIC AND WATER METERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
- THIS SITE DOES NOT LIE WITHIN A FEDERALLY ESTABLISHED FLOOD PLAIN HAZARD AREA.
- ALL WATER MAIN SHALL BE WITHIN TWENTY (20) FOOT WIDE EASEMENT. ALL COMBINED SEWER SHALL BE WITHIN TWENTY (20) FOOT WIDE EASEMENT.
- ALL UTILITIES NEEDED TO SERVE UNITS 1 THROUGH 8 "MUST BE BUILT". ALL OTHER UTILITIES "MAY NOT BE BUILT".



THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15066
ZEIMET/WOZNIAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHFIELD, MI 48034

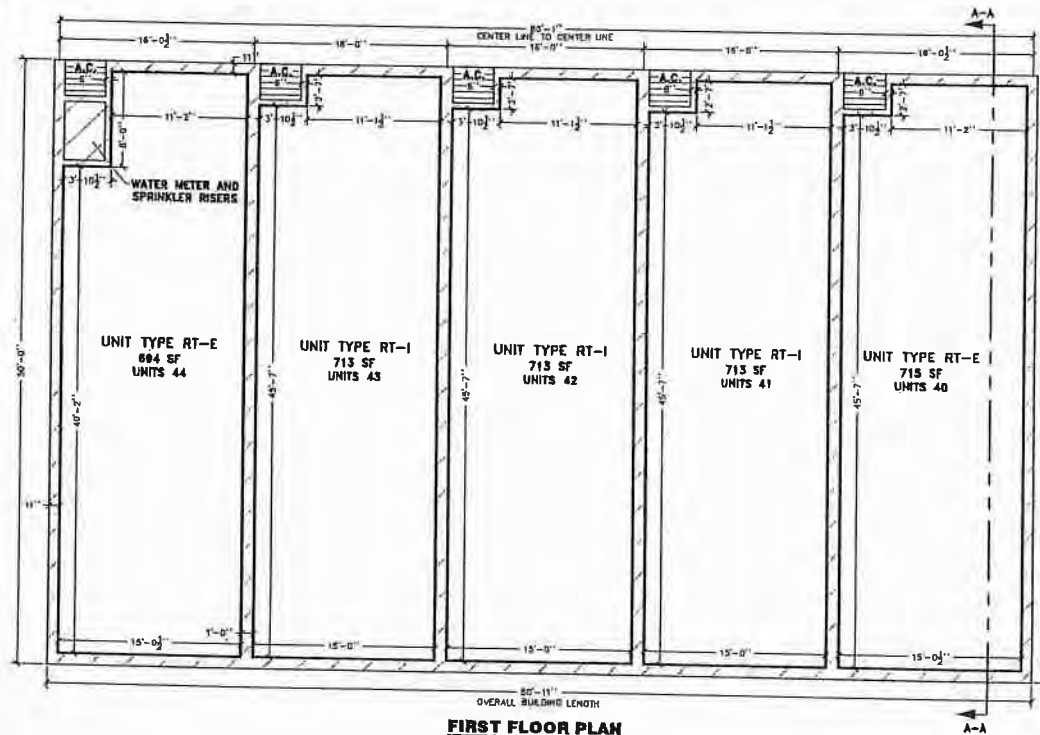
"PROPOSED" 09-30-02

REVISIONS			ETON STREET STATION 1	
NO.	DATE	BY	DESCRIPTION	APPROVED

UTILITY PLAN

ZEIMET/WOZNIAK
INC. ENGINEERS & LAND SURVEYORS
28450 FRANKLIN RD.
SOUTHFIELD, MICHIGAN 48034
(248) 338-9100

Sheet
4 of 4
Date
10/1/02
Scale
1"=40'



FIRST FLOOR PLAN

SCALE 1" = 4'
4 2 0 4
GRAPHIC SCALE

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- A.C. = AIR CONDITIONER COMPRESSOR

NOTES

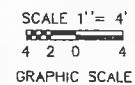
1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED.
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.



THADDEUS A. WOZNAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15066
ZECHET, WOZNAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHFIELD, MI.
48034

"PROPOSED" 09-30-02

REVISIONS			ETON STREET STATION I	
NO.	DATE	BY	DESCRIPTION	REVISION
1			BUILDING 7 FIRST FLOOR PLAN	1
			THADDEUS WOZNAK REGISTERED LAND SURVEYOR 28450 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 (248) 232-8910	09/30/02 SHEET NO. 5



 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP

A.C. OR AIR CONDITIONER COMPRESSOR

- 1 ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.
- 2 ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED
- 3 REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.

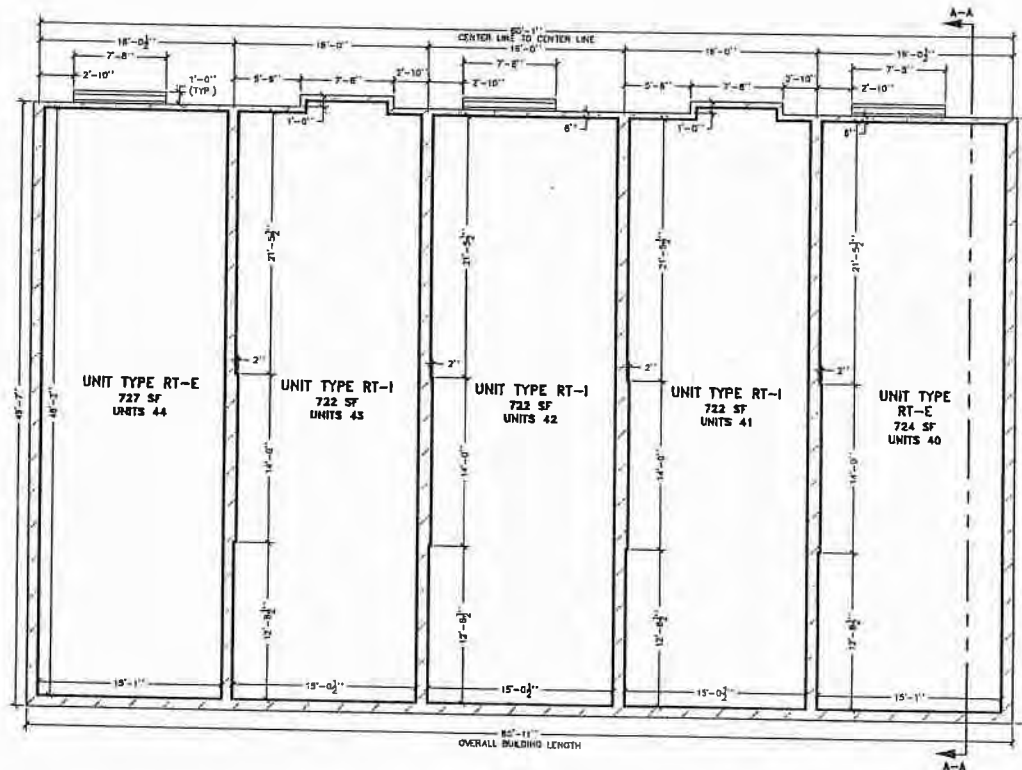
SECOND FLOOR PLAN



THADDEUS A. WOZNAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15068
ZEINET/WOZNAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHFIELD, MI.
48034

'PROPOSED' 09-30-02

[illegible]



THIRD FLOOR PLAN

SCALE 1" = 4'
 4 2 0 4
 GRAPHIC SCALE

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- A.C. = AIR CONDITIONER COMPRESSOR

NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.
2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED.
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.



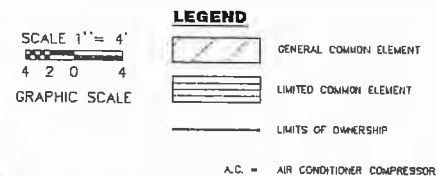
THADDEUS A. WOZNIAK
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 15066
 ZEMET/WOZNIAK & ASSOC., INC.
 28450 FRANKLIN RD., SOUTHFIELD, MI 48034

"PROPOSED" 09-30-02

REVISIONS			ETON STREET STATION I	
NO.	DATE	DESCRIPTION	BY	CHKD.

BUILDING 7 THIRD FLOOR PLAN

THADDEUS A. WOZNIAK
 REGISTERED LAND SURVEYOR
 28450 FRANKLIN ROAD
 SOUTHFIELD, MICHIGAN 48034
 (248) 352-8955



1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.
2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 13" UNLESS OTHERWISE NOTED.
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.




THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15066
ZEINMET/WOZNIAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHFIELD, MI.
48034

[illegible]



SCALE 1" = 4'



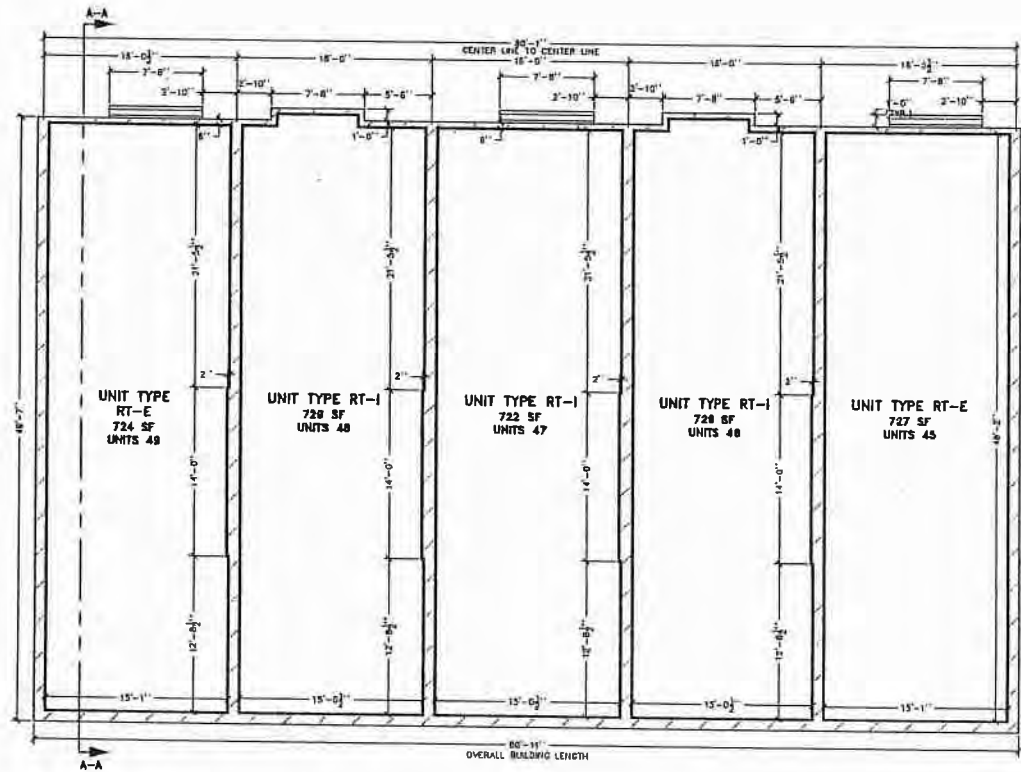
GRAPHIC SCALE

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED.
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.



THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15066
ZEINER/WOZNIAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHFIELD, MI.
48034




[illegible]



THIRD FLOOR PLAN

SCALE 1" = 4'
 4 2 0 4
 GRAPHIC SCALE

LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP
- A.C. = AIR CONDITIONER COMPRESSOR


NOTES

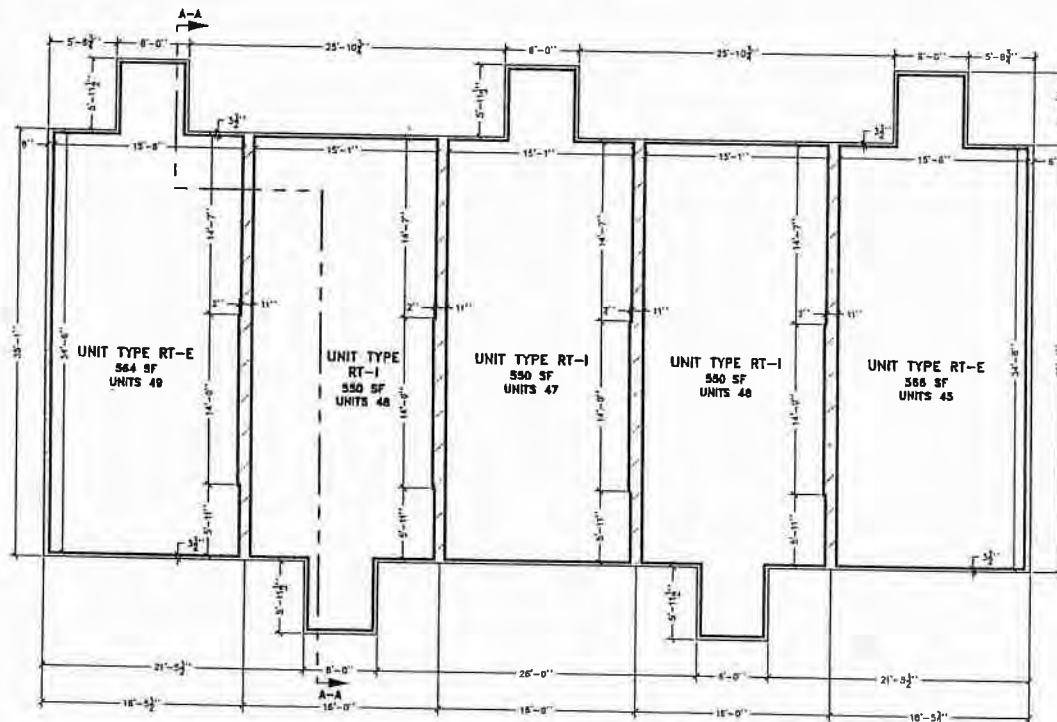
- 1 ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
- 2 ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED
- 3 REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.



THADDEUS A. WOZNIAK
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 15066
 ZEMET/WOZNIAK & ASSOC., INC.
 28450 FRANKLIN RD. SOUTHFIELD, MI.
 48034

"PROPOSED" 09-30-02

REVISIONS			ETON STREET STATION I	
NO.	DATE	BY	DESCRIPTION	DATE
1			BUILDING & THIRD FLOOR PLAN	
				
			CIVIL ENGINEERS & LAND SURVEYORS 28450 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 (248) 383-8855	
			11	



FOURTH FLOOR PLAN

SCALE 1" = 4'
4 2 0 4
GRAPHIC SCALE

LEGEND

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

A.C. = AIR CONDITIONER COMPRESSOR

NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED.
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.



THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15088
ZENET/WOZNIAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHWFIELD, MI.
48034

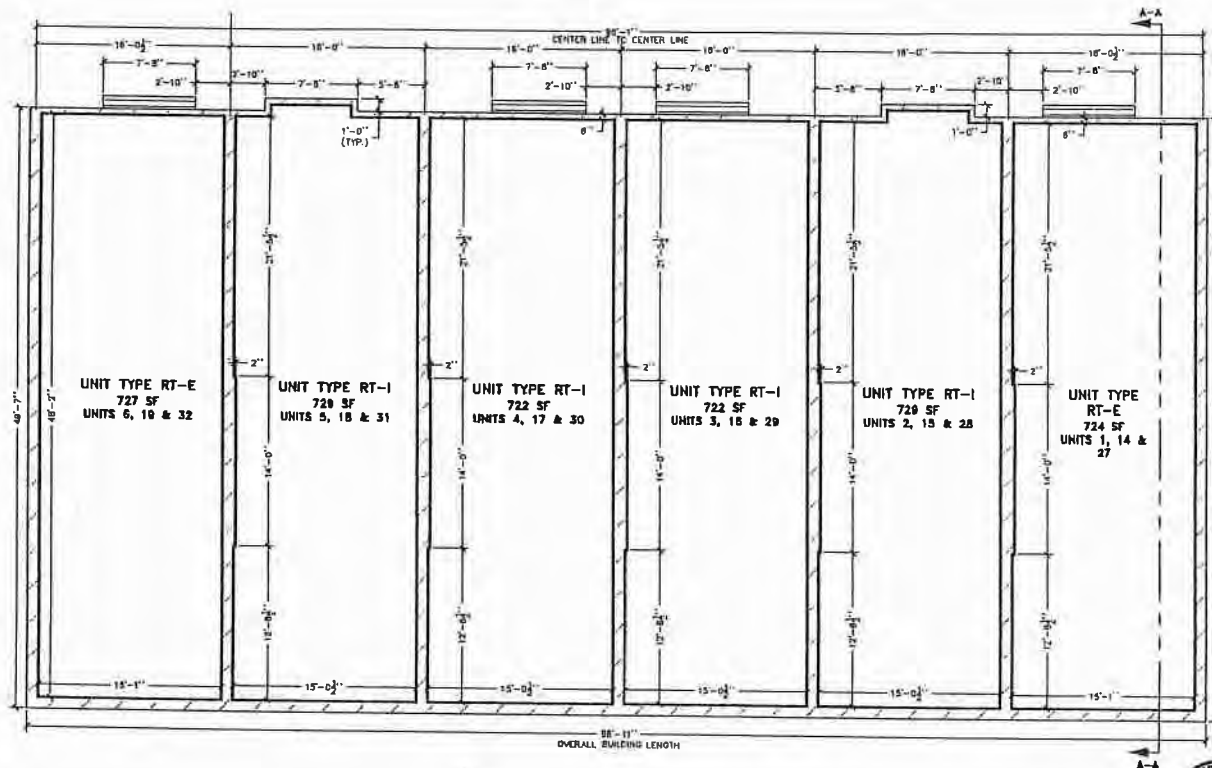
***PROPOSED* 09-30-02**

REVISIONS			DESCRIPTION
ITEM	DATE	BY	

ETON STREET STATION

BUILDING B FOURTH FLOOR PLAN

THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
28450 FRANKLIN RD.
SOUTHWFIELD, MICHIGAN 48034
(248) 333-8910



THIRD FLOOR PLAN

SCALE 1" = 4'
 0 4 2 0 4
 GRAPHIC SCALE

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- A/C = AIR CONDITIONER COMPRESSOR

NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.



THADDEUS A. WOZNIAK
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 15066
 ZEIN/ET/WOZNIAK & ASSOC., INC.
 28430 FRANKLIN RD. SOUTHFIELD, MI.
 48034

***PROPOSED* 08-30-02**

REVISIONS			DATE	BY	REVISION
NO.	DATE	BY			

ETON STREET STATION 1

THIRD FLOOR PLAN BLDG.'S 1, 3 & 5

THADDEUS A. WOZNIAK
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 15066
 ZEIN/ET/WOZNIAK & ASSOC., INC.
 28430 FRANKLIN RD. SOUTHFIELD, MI.
 48034

15

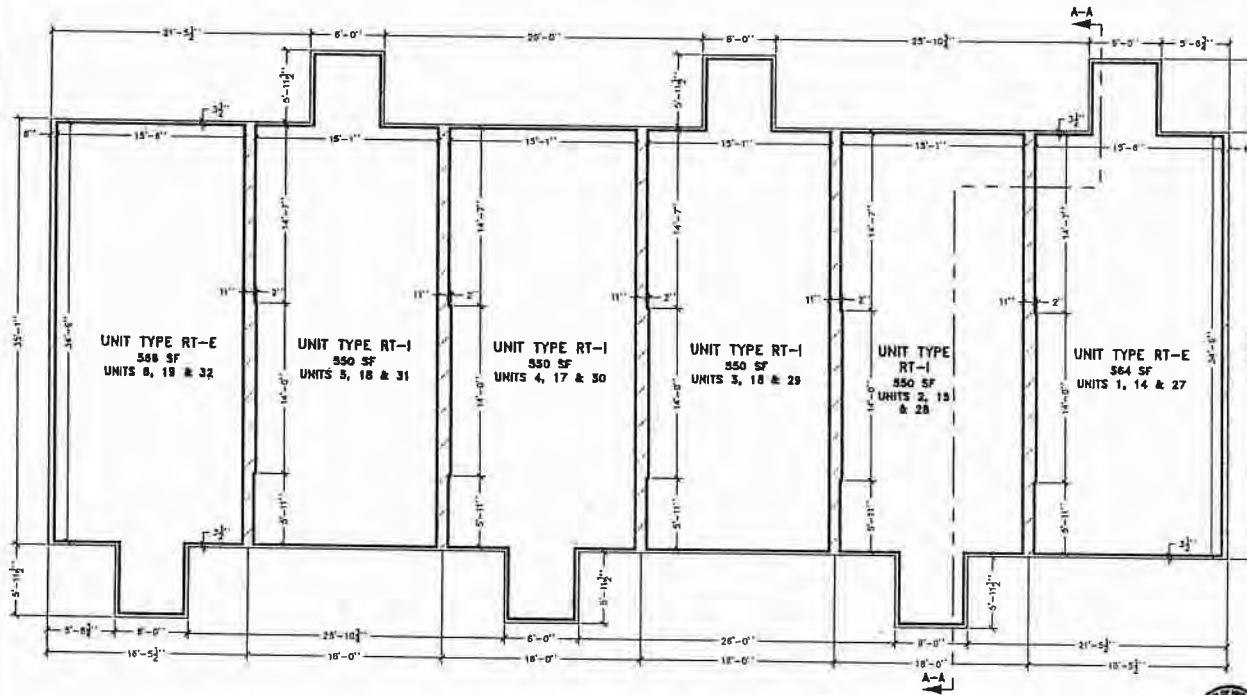
SCALE 1" = 4'
4 2 0 4
GRAPHIC SCALE

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- A.C. = AIR CONDITIONER COMPRESSOR

NOTES

- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
- ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED
- REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.



FOURTH FLOOR PLAN



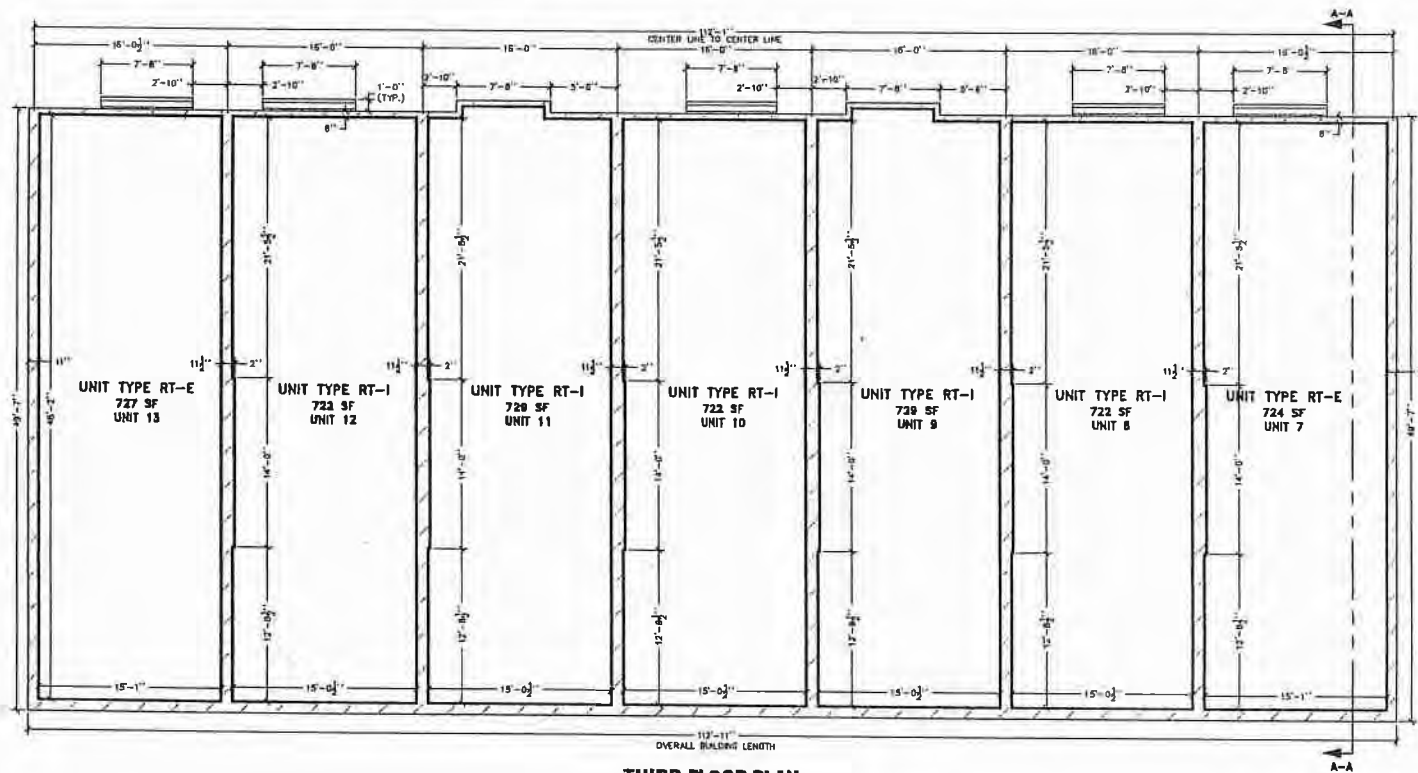
THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15069
ZEINET/WOZNIAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHFIELD, MI.
48034

'PROPOSED' 09-30-02

REVISIONS		ETON STREET STATION I	
NO.	DATE	BY	CHK

FOURTH FLOOR PLAN BLDG'S 1, 3 & 5

Zeinet/Wozniak
ENGINEERS & LAND SURVEYORS
28450 FRANKLIN ROAD
SOUTHFIELD, MICHIGAN 48034
(248) 232-4390



THIRD FLOOR PLAN

SCALE 1" = 4'
4 2 0 4
GRAPHIC SCALE

LEGEND

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

A.C. = AIR CONDITIONER COMPRESSOR

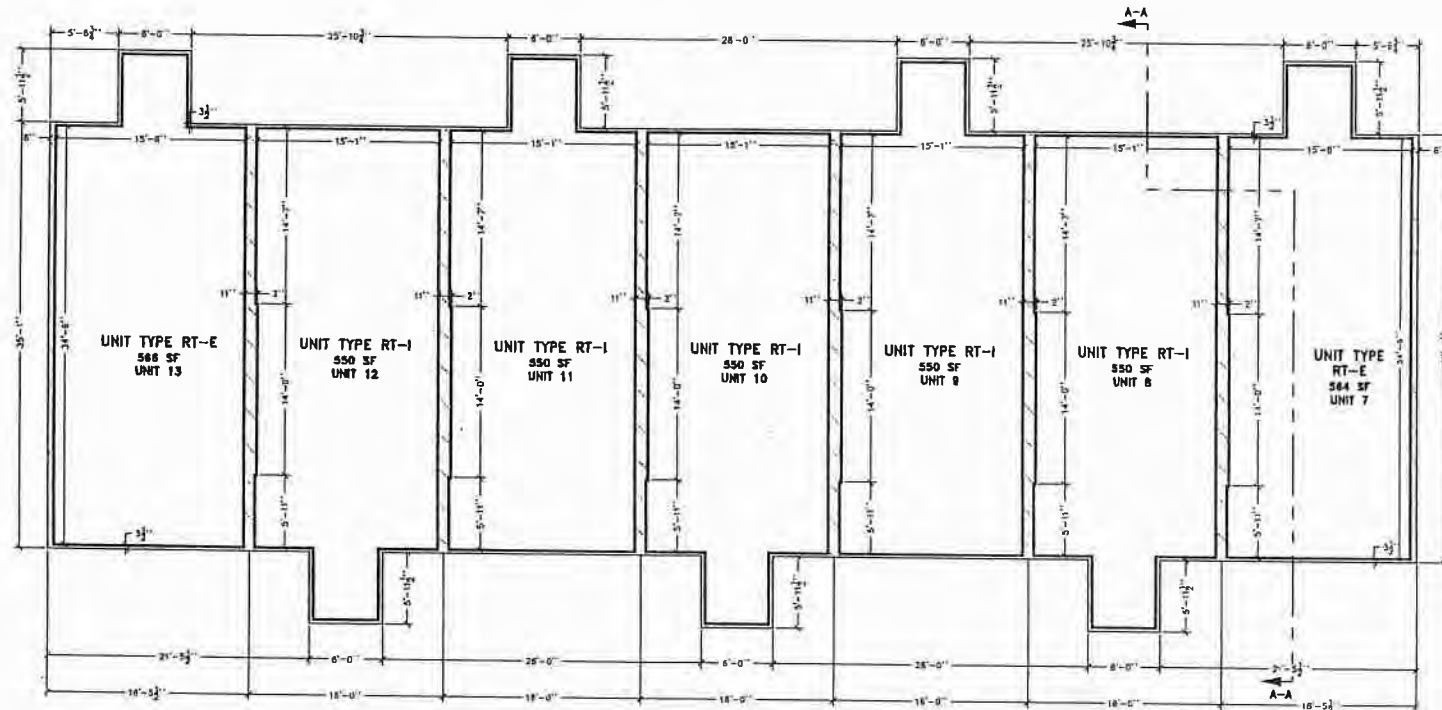


NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED.
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.

THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15066
ZEIMET/WOZNIAK & ASSOC., INC.
28480 FRANKLIN RD. SOUTHFIELD, MI.
48034




REVISIONS			DATE	BY	APP'D
NO.	DESCRIPTION	DATE			
1	ISSUED FOR PERMIT	09-30-02			
ETON STREET STATION 1					
THIRD FLOOR PLAN BLDG. 2					
OVR. ENGINEER & LAND SURVEYOR 28480 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 (248) 353-4000					
19					



FOURTH FLOOR PLAN

SCALE 1" = 4'
4 2 0 4
GRAPHIC SCALE

LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP
- A.C. = AIR CONDITIONER COMPRESSOR

NOTES

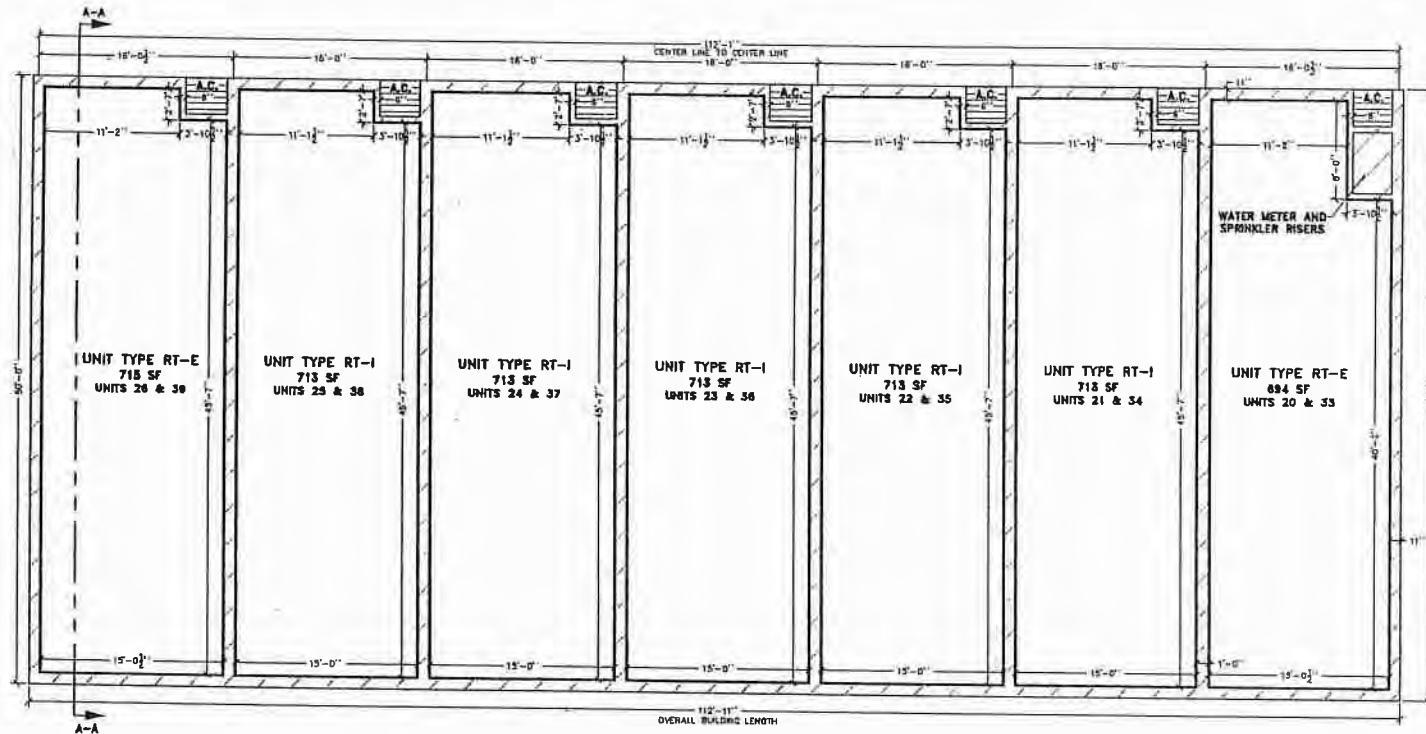
1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.
2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED.
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.

THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15086
ZEIMET/WOZNIAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHFIELD, MI.
48034



***PROPOSED* 09-30-02**

REVISIONS			ETON STREET STATION I	
NO.	DATE	BY	DESCRIPTION	APPROVED
1			FOURTH FLOOR PLAN BLDG. 2	
			THADDEUS A. WOZNIAK DVL. ENGINEERS & LAND SURVEYORS 28450 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 (248) 333-9231	20



FIRST FLOOR PLAN

SCALE 1" = 4'
4 2 0 4
GRAPHIC SCALE

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- A.C. = AIR CONDITIONER COMPRESSOR

NOTES

1. ALL OWNERSHIP LINES ARE 30" TO EACH OTHER
2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED.
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.

THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15066
ZENET/WOZNIAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHFIELD, MI.
48034



"PROPOSED" 09-30-02

REVISIONS		
ITEM	DATE	BY

ETON STREET STATION I	
FIRST FLOOR PLAN BLDG.'S 4 & 8	
OVS, ENGINEER & LAND SURVEYOR 28450 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 (248) 319-8110	
21	21



LEGEND



LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

A.C. = AIR CONDITIONER COMPRESSOR

NOTES

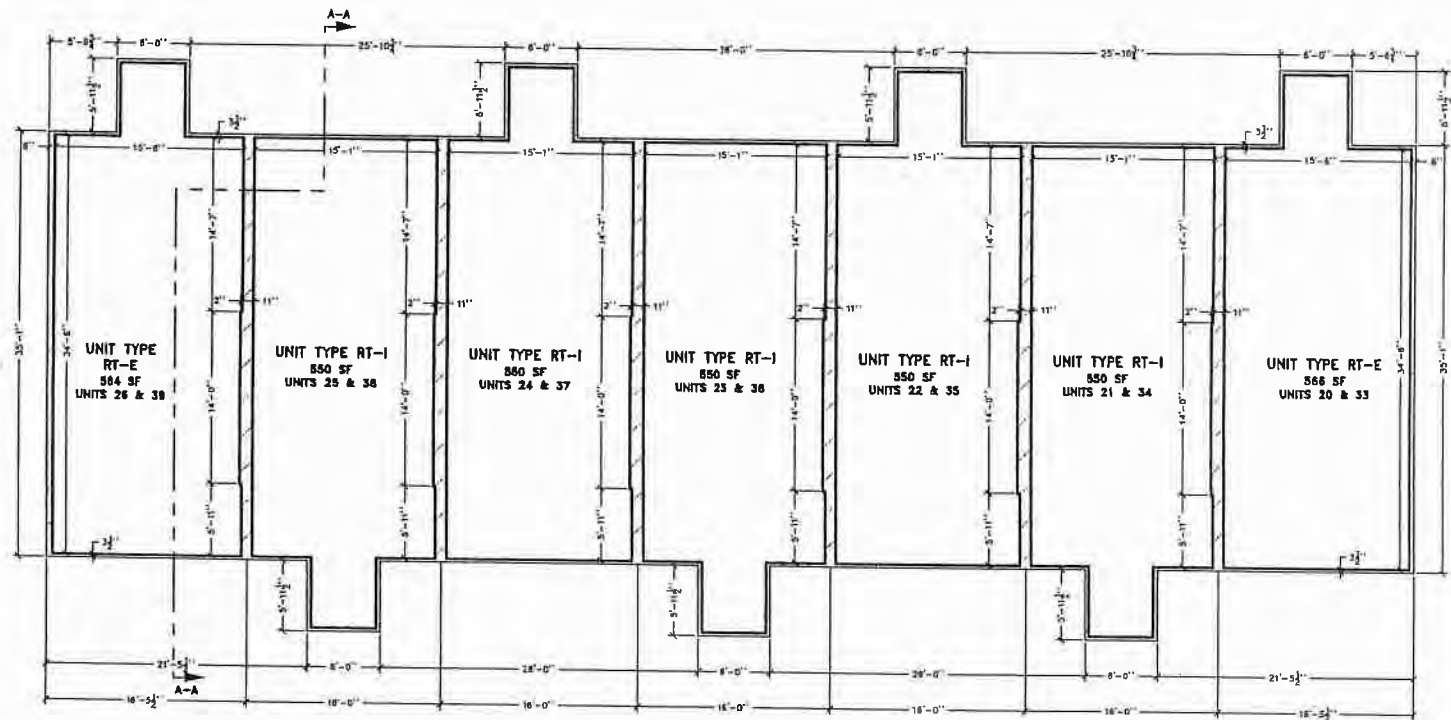
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2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED.
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.

THADDEUS A. WOZNIAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 15065
ZEMET/WOZNIAK & ASSOC., INC.
26450 FRANKLIN RD. SOUTHFIELD, MI.
48034



'PROPOSED' 09-30-02

[illegible]



FOURTH FLOOR PLAN

SCALE 1" = 4'
4 2 0 4
GRAPHIC SCALE

LEGEND

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

A/C = AIR CONDITIONER COMPRESSOR

NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.
2. ALL EXTERNAL WALL SIZES ARE 11" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED.
3. REFER TO CROSS SECTIONS (SHEET 25) FOR UNIT VERTICAL DIMENSIONS.

THADDEUS A. WOZNAK
REGISTERED LAND SURVEYOR
REGISTRATION NO. 13066
ZENIET/WOZNAK & ASSOC., INC.
28450 FRANKLIN RD. SOUTHFIELD, MI 48034






"PROPOSED" 09-30-02

REVISIONS				ETON STREET STATION 1	
REV	DATE	BY	DESCRIPTION	DATE	BY
1	09-30-02	AW	ISSUED FOR PERMIT	09-30-02	AW
FOURTH FLOOR PLAN BLDG'S 4 & 5				24	
ZENIET/WOZNAK & ASSOC., INC.				24	
28450 FRANKLIN ROAD				24	
SOUTHFIELD, MICHIGAN 48034				24	
(313) 333-8800				24	

SCALE 1" = 4'
 4 2 0 4
 GRAPHIC SCALE

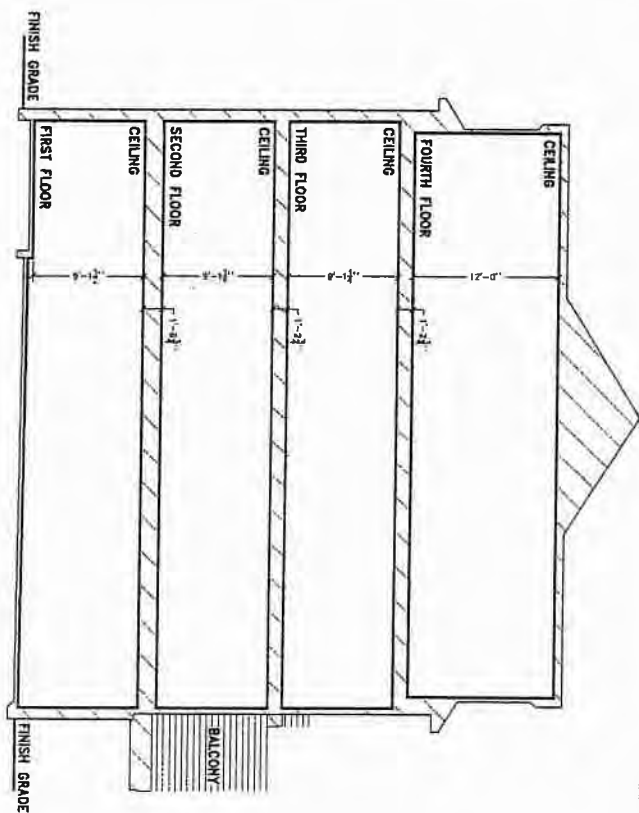
LEGEND

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

A.C. = AIR CONDITIONER COMPRESSOR

NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
2. ALL EXTERNAL WALL SIZES ARE 12" AND ALL INTERNAL WALL SIZES ARE 12" UNLESS OTHERWISE NOTED



CROSS SECTION A-A



THADDEUS A. WOZNIAK
 REGISTERED LAND SURVEYOR
 224150 FRANKLIN RD., SOUTHFIELD, MI.
 48034

PROPOSED 08-30-08

ETON STREET STATION 1			
DATE	BY	CHECKED	APPROVED
08/30/08	THADDEUS A. WOZNIAK		
TYPICAL CROSS SECTION			
ON, CHANGING & LEB BUILDINGS			
SOUTHFIELD, MICHIGAN 48034			
(12) 34'-00"			
25			