

MASTER DEED

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APPLE GROVE

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This Master Deed is made and executed on this 2nd day of JANUARY 1985, by APPLE GROVE DEVELOPMENT, a Michigan Limited Partnership, hereinafter referred to as "Developer", whose post office address is 26555 Evergreen, Suite 103, Southfield, Michigan 48076, 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 Bylaws attached hereto as Exhibit A and together with 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, as a residential Condominium Project under the provisions of the Act.

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NOW, THEREFORE, the Developer does, upon the recording hereof, establish Apple Grove as a Condominium Project under the Act and does declare that Apple Grove (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 a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

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The Condominium Project shall be known as Apple Grove, Oakland County Condominium Subdivision Plan No. 398. The engineering and architectural plans for the Project were approved by, and are on file with the Township of Bloomfield. The architectural plans for all dwellings and other improvements to be constructed within the Project must be approved by the Township of Bloomfield and thereafter will be filed with the Township of Bloomfield. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number,

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boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own access 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 of 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 SW $\frac{1}{4}$ of Section 30 T 2 N, R 10 E, Bloomfield Township, Oakland County, Michigan, described as beginning at a point being S. 89 deg. 48 min. 00 sec. East 893.70 ft. from the SW corner of said Section 30, and proceeding thence N. 00 deg. 29 min. 36 sec. West 669.59 ft; thence S. 89 deg. 50 min. 34 sec. East 409.68 ft. to a point on the West line of the Braes of Bloomfield, a subdivision as recorded in Liber 57, Pages 39 and 39A of Plats, O.C.R.; thence along said line S. 00 deg. 29 min. 36 sec. East 669.90 ft. to a point on the South line of said Section 30; thence along said south line N. 89 deg. 48 min. 00 sec. West 409.68 ft. to the point of beginning, except that portion taken, used or deed for road purposes. (C) 19-30-351-052 (C) 19-30-351-054
(C) 19-30-351-053 (C) 19-30-351-055

Subject to all easements and restrictions of record, to an unrecorded easement for sanitary sewer, as shown on the Condominium Subdivision Plan attached hereto as Exhibit B, and all governmental limitations.

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 rules and regulations of the Apple Grove Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of,

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OAKLAND COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX
LIENS or LIES on the title of any
individual against the within description, and
all TAXES on same are paid for five years
preceding to the date of this instrument, as
evidenced by the records in this office except
as stated.
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MICHIGAN COUNTY TREASURER
JAN 1 1985

interests in Apple Grove 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 Apple Grove 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" mean 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 Apple Grove as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Apple Grove as a Condominium Project established in conformity with the provisions of the Act.

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

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Apple Grove as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VII hereof, 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, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction and Sales Period. "Constructions and Sales Period" for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, 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 is entitled to expand the Project as provided in Article VII hereof, whichever is longer.

Section 11. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or 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".

Section 12. Developer. "Developer" means Apple Grove Development, a Michigan Limited Partnership, 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 terms are used in the Condominium Documents.

Section 13. 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 which 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 sold, 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 sold, whichever first occurs. The maximum number of Units that may be added to the Project pursuant to Article VII hereof shall be included in the calculation of the number of Units which may be created.

Section 14. 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 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Apple Grove, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 16. Convertible Area. "Convertible Area" shall mean those portions of the General Common Elements which may be needed as improvements to the Units specified as Units 1 to 13 inclusive, as well as the possible expansion of Unit 13 into TWO (2) Units to be known as Units 13 and 14.

Section 17. Contractible Area. "Contractible Area" shall mean all Units as shown in the Subdivision Plan Exhibit B as Units which "need not be built".

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 and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached hereto as Exhibit A, 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 (other than that portion described in Article V, Section 1 below and in Exhibit B hereto as constituting the Condominium Units).

(b) Improvements. All road, unassigned parking spaces and other surface improvements not identified as Limited Common Elements and not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

(c) Electrical. The electrical transmission system throughout the Project up to, but not including, the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(d) Telephone. The telephone system throughout the Project up to the point of connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(e) Gas. The gas distribution system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(f) Water. The water distribution system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(h) Storm Sewer. The storm sewer system throughout the Project.

(i) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system 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, and the telecommunications systems, shall be General Common Elements only to the extent of Co-owners' interest therein, if any, and 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 Co-owner of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are, to the extent any of the following are located outside the boundaries of a Condominium Unit, the garage, driveways, sidewalks, porches, courtyards, patio areas (together with any fences enclosing or partially enclosing any such courtyards or patio areas) and any other improvements constructed by Developer and designated Limited Common Elements pursuant to Article VI below. All such Limited Common Elements shall be shown on amendments to the Condominium Subdivision Plan as provided in Article VI below.

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

(a) Co-owner Responsibilities. The responsibility for, and the costs of maintenance, decoration, repair and replacement of any and all patio areas and courtyards appurtenant to each Unit (but not the fences or walls enclosing or partially enclosing the same, which fences or walls shall be maintained and decorated by the Association, as hereinafter set forth), shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of the patio areas and courtyards, to the extent visible from any General Common Element in the Project, shall be subject at all times to the approval of the Association. In connection with any amendment made by Developer pursuant to Article VI hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expense.

(b) Association Responsibilities. The responsibility for, and the costs of maintenance, repair and replacement of porches, walks and driveways shall be borne by the Association; provided, however, that if a

majority of all Co-owners so agree in writing, the Association's liability with respect to the porches and walks (but not the driveways for which the Association always shall be liable as specified herein) shall be limited to repair and replacement thereof, and the respective Co-owners shall thereafter be responsible for maintenance of the porches and sidewalks including snow removal therefrom. In the event a majority of the Co-owners do so elect in writing, an affidavit to that effect shall be made by an officer of the Association and recorded in the Oakland County Register of Deeds and a copy thereof delivered to each Co-owner. In no event shall any such election be made at any time during which the Developer owns a majority of the Units in the Project. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above or in Article VIII hereof shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary. Anything to the contrary notwithstanding the Association shall be liable for all exterior decorating and roof maintenance.

The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth in Article VIII hereof or elsewhere in the Condominium Documents.

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 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 Apple Grove as surveyed by Zeimet Wozniak and Associates and attached hereto as Exhibit B. Each Unit shall consist of the land contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percent of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. 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 the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

CONVERTIBLE AREA

Section 1. Improvements to be Shown. No garages, driveways, side-

walks, porches, courtyards, patio areas, fences or other accessory improvements ancillary in nature or use to the residential dwellings to be constructed within the Units have been shown on the original Condominium Subdivision Plan because it is impossible to identify and locate such accessory improvements until the architectural plans for the dwelling have been completed and the actual location of the various dwellings has been established within the perimeter of each Unit. Further, Developer may install an underground irrigation system, an exterior lighting system, a security system, architectural walls, fences and ornamentation and other similar systems and improvements designated and intended to benefit the entire Project, although Developer shall in no event be obligated to construct any such improvements. Until a decision is made as to the nature and extent of any such common systems and improvements as may be installed by Developer, it is impossible to identify and locate them on the Condominium Subdivision Plan. Developer therefore reserves the right to construct, install and locate any and all of the improvements identified above, and such other improvements as may be similar thereto in nature, regardless of whether intended to serve one Unit or more than one Unit, anywhere on the General Common Elements, as hereinafter provided.

Section 2. Designation of Convertible Area. The land depicted as a General Common Element on Exhibit B hereto also has been designated as a Convertible Area within which may be constructed improvements of the type specified in Section 1 of this Article VI. Such improvements, if and to the extent constructed, may be designated as Limited Common Elements appurtenant to one or more Units or General Common Elements, as determined by Developer in its discretion in light of the nature and intended use of the improvements.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Area shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion. No additional Units and no improvements, other than as indicated above, may be created on the Convertible Area. Except as set forth in Article VII, Section 1.

Section 4. Amendment of Master Deed. Developer shall be obligated to amend the Condominium Subdivision Plan to show all improvements constructed within the Convertible Area pursuant to this Article VI. In the case of those improvements serving only one residential dwelling, the amendment shall be recorded within 120 days after completion of construction of such residential dwelling, and in the case of those improvements serving more than one residential dwelling, the amendment shall be recorded within 120 days after the later to occur of completion of construction of the dwellings served by the improvements or completion of construction of the improvement itself. Such amendments to this Master Deed shall be made from time to time as provided herein by law, which amendments shall be prepared by and at the discretion of Developer and shall contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the dwelling

and Common Elements being added to the Project by such amendments. In connection with any such amendments, 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 5. Consent of Interested Parties. All of the Co-owners and mortgagees of the Units and other persons 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 made pursuant to this Article VI. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording an 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.

ARTICLE VII

EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Apple Grove and consisting of 2 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 14 Units. Additional Units, if any, will be established upon all or some portion or portions of the land as described herein. Developer reserves the right to further expand the area within Unit 13 by removing an existing structure therein, and constructing Units 13 and 14 therein. All such expansion must be completed within SIX (6) years from the effective date of this Master Deed.

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, be increased to a total of 14 by the addition to this Condominium of such Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the area herein shall be determined by Developer in its sole discretion subject only to approval by the Township of Bloomfield, but all such improvements shall be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit shall be created within the area that is not restricted exclusively to residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed.

There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 4. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium Project 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 discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted 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 made 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.

Section 5. Redefinition of Common Elements. Such amendment or 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 additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

Section 6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. 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 amendment or amendments to this Master Deed to effectuate the purpose and intent of the Article VII and to any proportionate reallocation of percentages of value of existing Units which Developer

may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer 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 amendment 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.

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 contained therein for the continuing maintenance and repair of all utilities in the Condominium. One of the purposes of this Section is to clarify the right of the Co-owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. Easement for Maintenance of Dwelling Exteriors, Etc.. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the residential dwellings that is constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the terms hereof. Except as otherwise expressly provided herein, the Association shall be responsible for the routine decoration, maintenance, repair and replacement of the exteriors of all residential dwellings constructed in the Project, all fences enclosing or partially enclosing courtyards and patio areas and any portion of a Unit that consists primarily of grass and that is not enclosed by a fence or is otherwise inaccessible to lawn maintenance equipment. Notwithstanding the foregoing, the Co-owners shall be individually responsible for the costs of maintenance, repair and replacement of all windows, window walls, sliding glass doors, garage doors and front entry doors in each dwelling unit, regardless of the cause of such maintenance, repair and replacement. In no event shall the Association be liable for the decoration, maintenance, repair or replacement of any portion of the interior of any such dwelling. There also shall exist easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those

Common Elements of the Project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit as a Limited Common Element to the extent repair is necessitated on account of an occurrence with respect to which a Co-owner is required under the Condominium Documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatever with respect to such dwellings or improvements or to perform any maintenance or repairs thereon other than routine maintenance and repair of a type generally required on an ongoing basis throughout the Project.

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, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired. No easement created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefitted thereby.

Section 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. 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 dwelling on any Unit or its appurtenant Limited Common Elements.

Section 5. Utility Easement. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium 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, thus 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. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or

owners of any land adjoining the Condominium Premises shall be borne by all such persons proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land to the total number of residential dwellings sharing the utilities.

Developer reserves the right at any time prior to the Transitional Control Date 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 state, county or local governments. Any such easements or transfer of title may be conveyed by 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 amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

Section 6. 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 or conveniences 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 of 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.

ARTICLE IX

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) 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 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 without the written consent of the Co-owner of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. Wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of 66-2/3% of all first mortgagees of recording allowing one vote for each mortgage held.

Section 3. By 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 Condominium Documents all without the 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 the mortgagee consent shall be required as provided in Section 2 of this Article.

Section 4. Change in Percentage 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 otherwise 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 85% of all Co-owners.

Section 6. Developer Approval. During the Construction and Sales Period, Article VI, Article VII, Article VIII and this Article IX 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.


ARTICLE X

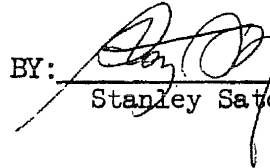
ASSIGNMENT

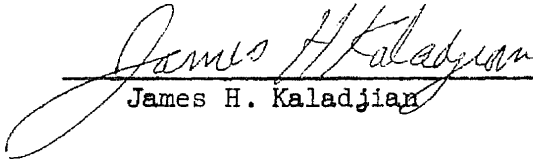
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such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

WITNESSES:

APPLE GROVE DEVELOPMENT, a
Michigan Limited Partnership,
Developer

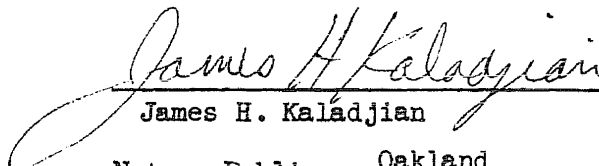

Christ G. Natsis

BY: 
Stanley Satovsky


James H. Kaladjian

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS

On this 2nd day of January, 1985, the foregoing Master Deed was acknowledged before me by STANLEY L. SATOVSKY, who is the General Partner of APPLE GROVE DEVELOPMENT, a Michigan Limited Partnership, on behalf of the corporation and the partnership.


James H. Kaladjian
Notary Public, Oakland,
County, Michigan

My Commission Expires: 2-18-85

MASTER DEED DRAFTED BY:

JAMES H. KALADJIAN
2845 N. Woodward Avenue
Berkley, Michigan 48072

When Recorded, Return to Drafter