

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are NO TAX LIENS or other
claims against the above described property for taxes
or other charges due to this County, except as stated.

18.00

C. HUGH DONAHY

1-3-00

C. HUGH DONAHY, County Treasurer
Sec. 135, Act 108, 1993 as amended

5089

LIDER 20955 PAGE 358
\$122.00 DEED - CHAINED
\$2.00 REDEMPTION
01/05/2000 03:05:30 P.M. RECEIPT# 993
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CROSSLAND, CLERK/REGISTER OF DEEDS

GATEWAY PARK CONDOMINIUM

MASTER DEED

THIS MASTER DEED ("Master Deed") is made this December 7, 1999, by PHOENIX GATEWAY, L.L.C., a Michigan limited liability company ("Developer"), whose address is 32000 Northwestern Highway, Suite 145, West Bloomfield, Michigan 48334.

RECITALS:

A. Developer desires by recording this Master Deed, together with the Bylaws (defined below) attached hereto as Exhibit A and the Condominium Subdivision Plan (defined below) 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 (defined below).

NOW, THEREFORE, Developer, upon the recording hereof, establishes GATEWAY PARK CONDOMINIUM as a condominium project under the Act and declares that GATEWAY PARK CONDOMINIUM shall 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 Developer, its successors, successors-in-interest and assigns and any persons acquiring or owning an interest in the Condominium Premises (defined below) and their respective grantees, successors, successors-in-interest, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium (defined below), it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as GATEWAY PARK CONDOMINIUM, Oakland County Condominium Subdivision Plan No. 1227. The engineering and architectural plans for the Project (defined below) were approved by and are on file with the Township of West Bloomfield. The Condominium is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit (defined below) therein, are set forth completely in the Condominium Subdivision Plan. The buildings contain individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element (defined below) of the Condominium Project. Each Co-owner (defined below) 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 (defined below).

O.K. - RC

O.K. - LG

ARTICLE II

LEGAL DESCRIPTION

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

A part of the Southeast ¼ of Section 34, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 34; thence Due West, 1227.40 feet, along the South line of said Section 34 and the centerline of Fourteen Mile Road; thence North 00°14'31" East, 80.00 feet, to the Point of Beginning; thence Due West, 84.07 feet, parallel to and 80.00 feet North of the South line of said Section 34 and the centerline of said Fourteen Mile Road, thence South 00°00'24" West, 12.00 feet, thence Due West, 171.68 feet, parallel to and 68.00 feet North of the South line of said Section 34 and the centerline of said Fourteen Mile Road to a point on the East line of "Orchard Vale" Subdivision, as recorded in Liber 68 of plats, Page 33, Oakland County Records; thence North 00°08'13" East, 1690.55 feet, along the East line of said "Orchard Vale," and the East line of "Orchard Vale No. 2," as recorded in Liber 77 of plats, Page 13, Oakland County Records, and the East line of "Maple Creek," O.C.C.P. #856; thence North 89°24'04" East, 503.84 feet; thence South 00°14'31" West, 785.19 feet; thence South 89°24'04" West, 20.00 feet; thence South 00°14'31" West, 678.63 feet; thence Due West, 225.00 feet; thence South 00°14'31" West, 219.80 feet, to the Point of Beginning. All of the above containing 17.884 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record.

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 GATEWAY PARK CONDOMINIUM HOMEOWNERS' 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 GATEWAY PARK CONDOMINIUM as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
2. Association. "Association" means GATEWAY PARK CONDOMINIUM HOMEOWNERS' 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. Any action required of or permitted to be taken by the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
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.
4. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B and all other exhibits 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.

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 GATEWAY PARK CONDOMINIUM as described above.

7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean GATEWAY PARK CONDOMINIUM as a Condominium Project established in conformity with the Act.

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

9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe GATEWAY PARK CONDOMINIUM as a completed Condominium Project and shall reflect the entire land area added to 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, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

10. Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the 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 add Units to the Project under this Master Deed.

11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, 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". Developer is a Co-owner as long as Developer owns one or more Units.

12. Developer. "Developer" means Phoenix Gateway, L.L.C., a Michigan limited liability company, 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" wherever, however and whenever such term is used in the Condominium Documents.

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 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 are conveyed, whichever first occurs.

14. Development Agreement. "Development Agreement" means the Development Agreement between Schmier & Feuring Properties, Inc., Phoenix/Stulberg L.L.C., and the Township dated February 2, 1998, which imposes certain restrictions on the Condominium as further described in Article VIII below.

15. Township. "Township" means the Charter Township of West Bloomfield, Michigan.

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.

17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in GATEWAY PARK CONDOMINIUM, 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.

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 and vice versa.

ARTICLE IV

COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof, including the roadways, driveways and sidewalks, the gazebo shown on the Condominium Subdivision Plan and the open space shown on the Condominium Subdivision Plan, and all other areas within the Condominium not otherwise identified herein as Limited Common Elements or as Units.

(b) Electrical. The electrical transmission system throughout the Project up to the electrical meter for each Unit.

(c) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

(d) Gas. The gas distribution system throughout the Project up to the gas meter for each Unit.

(e) Water. The water distribution system throughout the Project up to the meter for each Unit.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of connections for individual Unit service.

(g) Storm Sewer. The storm sewer system throughout the Project and otherwise appurtenant to the Project located upon premises adjacent to the Condominium Premises.

(h) 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.

(i) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, floor construction between Unit levels, and floors.

(j) 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 and the water 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 water system, shall be General

Common Elements only to the extent of the Co-owner's interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

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 porch is restricted in use to the Co-owner of the Unit served thereby as shown on Exhibit B hereto.

(b) Deck. Each individual Deck is restricted in use to the Co-owner of the Unit to which it adjoins.

(c) Air Conditioner Compressors. Each individual air conditioner compressor, its pad and other equipment and accessories related thereto together with the ground surface immediately below the pad, are restricted in use to the Co-owner of the Unit which such air conditioner compressor 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) Garage Doors. The garage door and its hardware shall be limited in use to the Co-owner of the Unit serviced thereby.

(f) Interior Surfaces. The interior surfaces of Unit and garage perimeter walls, ceiling and floors shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(g) Exterior Lighting. The exterior porch lights are limited to the use of the Unit which they serve.

(h) Utility Meters. Utility meters are limited to the Unit served thereby.

(i) Electric, Gas and Water. The electric, gas and water systems from the point of the meter into the Unit which they serve are limited to the Units served thereby.

(j) Heating and Cooling Systems. Each heating and cooling system including, without limitation, all equipment and duct work related thereto are limited to the Unit served thereby.

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.

(b) Limited Common Elements. The costs of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Association, except as follows:

(1) Porches. The costs of maintenance, repair and replacement of all porches referred to in Section 2(a) of this Article shall be borne by the Association; provided however, each Unit Co-owner shall be responsible for removal of snow from the porch appurtenant to his Unit.

(2) Air Conditioner Compressors. The costs of maintenance, repair and replacement of each air conditioner compressor, its related pad and the ground surface immediately below the same as described in Article IV, Section 2(c) shall be borne by the Co-owner of the Unit such air conditioner compressor services.

(3) Windows and Screens. The repair, replacement and interior maintenance of all window glass and screens referred to in Article IV, Section 2(d) and the costs thereof shall be borne by the Co-owner of the Unit to which any such windows and screens are appurtenant. Exterior maintenance of windows shall be the responsibility of the Association.

(4) Garage Doors. The costs of repair, replacement and maintenance (except in cases of Co-owner fault) of all garage doors referred to in Article IV, Section 2(e) and the costs thereof shall be borne by the Association. In cases of Co-owner fault, the periodicity and the material utilized to repair, replace and maintain garage doors, shall be determined solely by the Association which shall be responsible for performance of the work at the expense of the responsible Co-owner.

(5) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all interior surfaces referred to in Article IV, Section 2(f) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(6) Exterior Porch Lights. The responsibility for and costs of maintenance, repair and replacement of exterior lights installed by the Developer shall be borne by the Association, except that Co-owners shall be responsible for replacement of bulbs. All replacement bulbs shall be clear glass. Co-owners shall not disable nor tamper with lights operated on photo-cells.

(7) Utility Meters. Co-owners shall be responsible for the maintenance of the utility meters which serve their respective Units.

(8) Electric, Gas and Water Systems. Co-owners shall be responsible for the maintenance, repair and replacement of the electric, gas and water systems from the point of connection to the meter, into and throughout their respective Units, except to the extent such systems shall be contained within General Common Element walls or floors in which case such maintenance, repair and replacement shall be the responsibility of the Association.

(c) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

(d) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair and replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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

1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of GATEWAY PARK CONDOMINIUM as prepared by Dietrich, Bailey and Associates, P.C. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor and with respect to each Unit garage, all that space contained within the unpainted surface of the garage floor, the interior unfinished walls and the uncovered underside of the garage-roof joists or drywall ceiling covering same, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on basement and foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Dietrich, Bailey and Associates, P.C.

2. Percentage of Value. The Condominium consists of 94 residential Units. The percentage of value assigned to each Unit is set forth below. The percentage of value assigned to each Unit shall be determinative of each 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 of the Condominium and the value of such Co-owner's vote at meetings of the Association. The total percentage of value of the Project is 100%. Each Unit percentage of value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various Units should be equal.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATIONS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

1. By Developer. 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) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which 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.

(b) 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.

(c) Amend to Effectuate Modifications. In any amendments resulting from the exercise of the rights reserved to Developer above each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. The percentages of value shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment to this Master Deed. Such readjustments 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 describe adequately the 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.

2. By Co-owners. 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 and the Developer during the Construction and Sales Period. 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 conveyancing 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.

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 consolidate or relocate boundaries described in this Article.

ARTICLE VII

EXPANSION OF CONDOMINIUM

1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of GATEWAY PARK CONDOMINIUM and consisting of 94 Units may be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 194 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

Land located in the Township of West Bloomfield, Oakland County, Michigan, described as follows: Town 2 North, Range 9 East, Section 34. Part of the East 1/4 of said Section. Beginning at a point distant South 89°45'09" West 992 feet and South 00°02'26" East 3,203.23 feet from the Northeast Section of said corner; thence South 00°02'26" East 331.80 feet; thence South 88°41'47" West 103.48 feet; thence South 89°45'24" West 103.48 feet; thence North 54°05'24" West 476.31 feet; thence North 00°02'38" East 530.90 feet; thence North 89°58'53" East 548.04 feet; thence South 27°39'17" East 118.25 feet; thence South 00°02'26" East 362.30 feet; thence North 89°57'34" East 387.64 feet to the point of beginning. Containing 12.91 acres.

2. Increase 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, within a period ending no later

than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the Township of West Bloomfield. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

3. **Expansion Not Mandatory.** Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. 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 portion of the area of future development described in this Article, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

4. **Amendment of Master Deed and Modification of Percentages of Value.** Such expansion of this Condominium Project 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.

5. **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 describe adequately, serve and provide access to the additional parcel or parcels being added to the Project by such amendments. 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, 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.

6. **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 subject to approval by the Township of West Bloomfield. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

7. **Consolidating Master Deed.** A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the 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.

8. **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.

ARTICLE VIII

EASEMENTS, RESTRICTIONS AND AGREEMENTS

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, floors and walls (including interior Unit walls and floor) 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 which supports a Common Element.

2. Easements Granted by Developer. The Condominium is subject to a certain Reciprocal Easement Agreement recorded at Liber _____, Page _____ Oakland County Records with respect to, among other things, easement rights and duties regarding the storm water detention area of the Condominium, certain access rights benefiting the Condominium over the roadways in the shopping center immediately to the east of the Condominium and certain access rights burdening portions of the General Common Elements of the Condominium in favor of such shopping center property, the terms and conditions of which are incorporated herein by reference. Further 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 grants of easements or transfers of title.

3. Grants 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 during the Construction and Sales Period.

4. Easements for Maintenance, Repair and Replacement. The Developer, the Association 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, market and operate any Units 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. The Association shall have an easement to enter all Units at any time without notice in the case of an emergency or reasonably perceived emergency.

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 multitenant 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.

6. Easements Retained by Developer.

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII 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 VII. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by the Condominium and any developed portions of the land described in Article VII the closest means of access to a public road of which is over such road or roads. 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 dwelling Units in the Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VII the closest means of access to a public road of which is over such road.

(b) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII 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 the Condominium and any developed portions of the land described in Article VII which are served by such mains. The Co-owners of the 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 the Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VII that are served by such mains.

7. Development Agreement.

The Condominium is subject to the terms, conditions and provisions of the Development Agreement. Among other things, the Development Agreement requires that certain improvements be made and easements be granted for the benefit of the Co-owners and the owners of other land. All persons acquiring any interest in the Condominium, including, without limitation, all Co-owners and mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to provide for the improvements and grant the easements described in the Development Agreement and to act on behalf of all Co-owners and mortgagees in connection therewith. After certificates of occupancy are issued for 100% of the Units in the Condominium, the foregoing rights and powers may be exercised by the Association. The terms, conditions and restrictions set forth in the Development Agreement shall be deemed to be incorporated herein by reference. Copies of the Development Agreement are available from Developer and shall be maintained on file with the Association.

8. Wetlands Easement and Woodlands Area.

The wetlands and woodlands areas designated as such on the Condominium Plan shall be maintained in accordance with all statutes, ordinances, approval conditions and regulations of the Township and any other jurisdiction which may be in effect and pertinent thereto from time to time. With respect only to the wetlands areas, this Section shall constitute a conservation easement granted to and for the benefit of the Township, provided, however, that this conservation easement does not grant or convey to the Township or any members of the general public any rights of use in and to any portion of such wetlands areas. The conservation easement created hereby is solely for the benefit in conservation of the wetlands situated within the wetlands easement area and no use shall be made thereof by anyone other than Developer and the Co-Owners. Neither the Association nor any Co-Owner shall disturb the wetlands areas designated on the Condominium Plan without the approval of any public agency having jurisdiction thereover. The conditions of approval for the woodlands areas were established by the Township Woodland Review Board on July 1, 1998, in Case #T-078, and include the requirements that within the woodlands areas, tree clearing be limited to areas shown on plans filed with the Township on June 24, 1998 that were approved by the Township Woodland Review Board and that Developer enter into an Open Space Agreement with the Township to preserve the woodland open space area.

9. Access and Sidewalk Easement

Developer hereby declares a perpetual, permanent and non-exclusive easement ("Access and Sidewalk Easement") for the benefit of the general public in, over and through the areas ("Access and Sidewalk Easement Area") respectively located in the Condominium designated as such on sheets 4 and 9 of Exhibit B hereto, upon and subject to the following terms and conditions:

(a) Purposes. The Access and Sidewalk Easement shall be for the purposes of use by members of the general public as part of their use of the safety path on property adjacent to the Condominium, and the repair, maintenance and other activities reasonably necessary to the continued use thereof.

(b) Assignment, Transfer, Conveyance. The rights and benefits under the Access and Sidewalk Easement may be exercised by the Township, which may assign, transfer or convey those rights to any other appropriate governmental unit by an instrument executed by the Township and duly recorded in the office of the Oakland County Register of Deeds.

(c) Construction or Other Activities. No permanent structures, fixtures or objects shall be permitted to be built or placed upon or within the Access and Sidewalk Easement Area by any party, including without limitation, any Owner or the Association. No party, including without limitation, any Owner or the Association shall cause the grade of the Access and Sidewalk Easement to be changed nor shall any party, including without limitation any Owner or the Association, impair, obstruct or adversely affect (or threaten to impair, obstruct or adversely affect) the rights of any party benefited by the grant of the Access and Sidewalk Easement.

(d) Scope of Easement. The rights of the general public to the use of, entry on, access to and unobstructed passage over the Access and Sidewalk Easement Area shall be the same as their rights with respect to a so-called "safety path" that lies within a public road right-of-way, and may be exercised at all times without liability for trespass, provided that the users of the Access and Sidewalk Easement do not enter upon property which is not within the Access and Sidewalk Easement Area.

ARTICLE IX

CONVERTIBLE AREAS

The Condominium is established as a convertible condominium in accordance with the provisions of this Article:

1. The General Common Elements are designated on the Condominium Subdivision Plan as Convertible Areas within which Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article IX. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The maximum number of Units that may be created in the Convertible Areas is zero, although Units may be expanded and modified as provided in this Article IX. The number of Units in the Condominium may decrease, but shall not increase, as a result of the conversion of the Convertible Areas.

2. The Developer reserves the right, in its sole discretion, during a period ending 6 years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements. The changes in the Common Elements could include (by way of illustration and not limitation) construction of court yards, patios, decks, porches and other amenities on any portion of the Convertible Areas.

3. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

4. The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

5. The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the 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 the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

6. All modifications to Units and Common Elements made pursuant to this Article IX 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, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium 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 Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article V of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements as may be necessary to describe adequately and service the Units and Common Elements being modified 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 Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

ARTICLE X

AMENDMENT

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

1. Modification of Units or Common Elements. No Unit dimension may be modified in any material adverse way without the consent of the Co-owner and mortgagee of the affected 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 adverse way without the written consent of the Co-owner and mortgagee of the Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

2. Mortgagee Consent. Whenever a proposed amendment would materially adversely alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held.

3. By Developer. The Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially adversely affect any rights of Co-owners or mortgagees in the Project.

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 its 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.

5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer, 80% of non-developer Co-owners and 80% of the first mortgagees thereof.

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.

7. Amendments for Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

Notwithstanding any other provision of this Article X, the method or formula used to determine the percentages of value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and mortgagee. In addition, Developer shall not have the right to change, alter, modify or otherwise amend any easements provided hereunder and/or provided pursuant to the Development Agreement nor shall this Master Deed be modified in any way which would effect a modification to the Development Agreement without first obtaining the prior written consent thereto of the Township of West Bloomfield.

8. Township Ordinances, Etc. Any proposed amendment to this Master Deed, (including amendments to the Bylaws or Condominium Subdivision Plan) which would have the effect of conflicting with any Township ordinance, code or condition of approval for the development of the Condominium, shall first require the prior written consent of the Township.

ARTICLE XI

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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IN WITNESS WHEREOF, Developer has executed this Master Deed.

WITNESSES:

PHOENIX GATEWAY, L.L.C.,
a Michigan limited liability company

Donna Majewski
• DONNA MAJEWSKI

By: Scott P. Drumm
Scott P. Drumm, Member

Thomas J. Jette
• THOMAS JETTE

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this November 21, 1999, the foregoing Master Deed was acknowledged before me by Scott P. Drumm, a Member of Phoenix Gateway, L.L.C., a Michigan limited liability company, on behalf of the company.

Danish M. Saltiel
• DANISH M. SALTIEL, Notary Public
WAYNE ACTS IN OAKLAND County, MI
My Commission Expires: 1-16-2000

ACKNOWLEDGMENT AND SUBORDINATION OF BANK

Comerica Bank, the mortgagee of the real property described in the foregoing Master Deed pursuant to the Mortgage dated October 26, 1998 recorded in Liber 19120, Page 171, Oakland County Records and that certain Construction Mortgage dated May 27, 1999 recorded in Oakland County Records, and the mortgagee of certain adjacent retail and commercial parcels of real property pursuant to that certain Mortgage dated October 26, 1998 recorded in Oakland County Records, hereby consents to the submission of the real property described in the foregoing Master Deed to the Condominium Project therein described and consents to the recordation of the Master Deed in the land records of the office of the Oakland County Register of Deeds.

WITNESSES:

Nicolette A. Tereshinski
 * NICOLETTE A. TERESHINSKI

Rella L. May
 * RELLA L. MAY

COMERICA BANK,
 a Michigan banking corporation

By: [Signature]
 Amanda J. Liffman
 Its: VICE PRESIDENT

STATE OF MICHIGAN)
) ss.
 COUNTY OF WAYNE)

On this December 14th, 1999, the foregoing Master Deed was acknowledged before me by Amanda J. Liffman, the V.P. of Comerica Bank, on behalf of the Bank.

[Signature]
 , Notary Public
 County, _____
 My Commission Expires: _____

KATHLEEN M. BROCK
 NOTARY PUBLIC - WAYNE COUNTY, MI
 ACTING IN _____ CO., MI
 MY COMMISSION EXP 02/21/2001

*Type or print names in BLACK INK beneath signatures.

Drafted by and when recorded return to:

J. Adam Rothstein, Esq.
 Honigman Miller Schwartz and Cohn
 2290 First National Building
 Detroit, Michigan 48226
 (313) 465-7530

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