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Bernard J. Youngblood
Wayne Co. Register of Deeds

EXAMINED AND APPROVED
DATE JUN 30 2004
BY DANIEL P. LANE
DANIEL P. LANE
PLAT ENGINEER

RECORDED
RECORDED
BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

MASTER DEED

15.00 DOCUMENTATION

STUBER-STONE LOFTS CONDOMINIUM

THIS MASTER DEED is made and executed on this 30th day of June, 2004 by Stuber-Stone Building, LLC, hereinafter referred to as the "Developer," the post office address of which is 4147 Cass Avenue, Ste 200, Detroit, Michigan 48201 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."

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Stuber-Stone Lofts Condominium as a Condominium Project under the Act and does declare that Stuber-Stone Lofts Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, the Bylaws, and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

This is to certify that there are no tax liens or other
on this property and that taxes are paid for FIVE YEARS
previous to date of this instrument EXCEPT
for \$430 E-8477 Date 7-19-04

The Condominium Project shall be known as Stuber-Stone Lofts Condominium, Wayne County Condominium Subdivision Plan No. 790. The Project consists of thirteen residential units and one commercial unit for a total of fourteen Condominium Units as shown on the Condominium Subdivision Plan. The engineering and architectural plans for the Project were approved by, and are on file with the City of Detroit, Wayne County, Michigan. The YEARS previous to date of this instrument.

JUL 19 2004

Stuber-Stone Lofts Condominium Master Deed

No. 2729

Clerk

Treasurer, City of Detroit

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Condominium Project is established in accordance with the Michigan Condominium Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. The condominium Units are capable of individual utilization on account of each Unit having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project. The provisions of this Master Deed, including, but without limitations, the purposes of the Condominium shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical conditions of the Condominium, other than as expressly provided herein.

ARTICLE II LEGAL DESCRIPTION

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

LOTS 2-4 OF BLOCK 97 OF THE CASS FARM SUBDIVISION OF BLOCKS 97 TO 98
LIBER 1 PACE 259, OF WAYNE COUNTY RECORDS MORE PARTICULARLY DESCRIBED
AS: BEGINNING AT THE S.ELY CORNER OF SAID LOT 2, (SID POINT BEING DISTANT
N.22°47'00" W. 50.00 FT. FROM THE INTERSECTION OF THE NORTHERLY LINE OF
WILLIS AVE., 100 FT. WIDE, WITH THE WESTERLY LINE OF CASS AVE., 80 FT. WIDE)
THENCE ALONG THE SLY LINE OF SAID LOT, S. 67°13'00" W. 150.00 FT.; THENCE
ALONG THE WLY LINE OF SAID LOTS 2, 3, AND 4 N. 22°47'00" W. 150.00 FT.; THENCE
ALONG THE NLY LINE OF SAID LOT 4 N. 67°13'00" E. 150.00 FT.; THENCE ALONG THE
ELY LINE OF SAID LOTS 2, 3, AND 4, BEING ALSO THE WLY LINE OF CASS AVENUE,
80 FT. WIDE, S 22°47'00" E. 150.00 FT.; TO THE POINT OF BEGINNING. CONTAINING
22,500 SQUARE FEET OR 0.516 ACRES MORE OR LESS.

PER ASSESSORS SH 6-30-2004

subject to all easements and restrictions of record and all governmental limitations. 2/2015

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 Stuber-Stone Lofts Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in Stuber-Stone Lofts Condominium 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 or Association of Co-owners. "Association" or "Association of Co-owners" means Stuber-Stone Lofts Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, and which corporation shall administer, operate, manage, and maintain the Condominium.

Section 3. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of Stuber-Stone Lofts Condominium Association, a Michigan non-profit corporation organized to administer, operate, manage, and maintain the Condominium.

Section 4. City. "City" means the City of Detroit, Wayne County, Michigan.

Section 5. Condominium Bylaws or Bylaws. "Condominium Bylaws" or "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 6. Commercial Unit. "Commercial Unit" means a Condominium Unit which is designed for and designated as exclusively limited to Commercial Use, or non-residential use as identified on the Condominium Subdivision Plan.

Section 7. Commercial Use. "Commercial Use" or "non-residential use" means any permitted principle use as defined by City of Detroit Ordinance No. 390-G including, but not limited to, business establishments and professional offices, which may contain delicatessens or restaurants which may sell liquor in conjunction therewith, or establishments for the sale of beer or intoxicating liquor for consumption on the premises; coffee shops; darning or pressing shops; laundry pickup stations; barber or beauty shops; tobacco or news stands or shops; gift shops; drug stores; medical or dental clinics; banks; or similar commercial uses provided the City of Detroit may approve such uses being located in the structure or upon the Condominium Premises. Co-owners of Commercial Units shall provide airborne sound insulation between commercial and residential units that meets a Sound Transmission Class (STC) rating of 45 when field tested in accordance with ASTM E 90 and shall provide structural-borne sound insulation for floor/ceiling assemblies between dwelling units and commercial units with an Impact Insulation Class (IIC) rating of not less than field 45 when tested in accordance with ASTM E 492. In addition, Co-owners of Commercial Units shall abide by the Commercial Use Rules and Regulations.

Section 8. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof, other than the Condominium Units.

Section 9. Condominium Documents. "Condominium Documents" means and includes this Master Deed, recorded pursuant to the Michigan Condominium Act, Exhibits "A" and "B" hereto, 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, and any other instrument

referred to in the Master Deed or Bylaws which affects the rights and obligations of Co-owners in the Condominium.

Section 10. 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 Stuber-Stone Lofts Condominium as described above.

Section 11. Condominium Project, Condominium or Project. "Condominium Project," "Condominium," or "Project" each mean Stuber-Stone Lofts Condominium as a Condominium Project established in conformity with the Michigan Condominium Act.

Section 12. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto. The Condominium Subdivision Plan assigns a number to each Condominium Unit and includes a description of the location and approximate size of the Unit and certain Common Elements.

Section 13. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed that shall describe Stuber-Stone Lofts Condominium as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to and/or withdrawn from the Condominium from time to time, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed shall be recorded in the office of the Wayne County Register of Deeds and when recorded shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. A consolidating master deed and plans showing the Condominium as built shall be recorded not later than 1 year after completion of construction in order to consolidate all phases or amendments of the Project. A copy of the recorded consolidating master deed shall be provided to Stuber-Stone Lofts Condominium Association.

Section 14. 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.

Section 15. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination of those entities, who owns one or more Condominium Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner." "Co-owner" includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Condominium Act and the Condominium Documents, except as the recorded Condominium Documents provide otherwise.

Section 16. Developer. "Developer" means Stuber-Stone Building, LLC, 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" whenever, however, and wherever such term is used in the Condominium Documents.

Section 17. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units that may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units that may be created are conveyed, whichever first occurs.

Section 18. General Common Elements. "General Common Elements" means the Common Elements other than the Limited Common Elements.

Section 19. Limited Common Elements. "Limited Common Elements" means a portion of the Common Elements reserved for the exclusive use of less than all of the Co-owners.

Section 20. Residential Unit. "Residential Unit" means any Unit in Stuber-Stone Lofts Condominium for which use of the Unit is exclusively limited to residential purposes.

Section 21. Storm Water Drainage System. "Storm Water Drainage System" means all facilities for storm water drainage, detention and retention, located within the Common Elements of the Condominium or shown as Easements on Exhibit "B", if any, and including all items described in Article IV, Section 1(i) and (j).

Section 22. 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 that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Section 23. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete Commercial Unit or Residential Unit in Stuber-Stone Lofts 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.

Section 24. Person. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, the state, or an agency of the state or other legal entity, or any combination thereof.

Section 25. Gender Terms. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

Section 26. Miscellaneous. Other terms that may be utilized in the Condominium Documents and which are not defined in this Article shall have the meanings provided in the Act.

ARTICLE IV COMMON ELEMENTS

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

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

(a) **Land.** The land and beneficial easements described in Article II hereof, including the condominium entryway and signage, sidewalks, and perimeter fences, if any, located thereon not identified as Limited Common Elements. Nothing herein shall obligate the Developer to construct any amenity herein described except as shown on the Condominium Subdivision Plan as "must be built."

(b) **Common Driveways.** All driveways designated on the Condominium Subdivision Plan. All land contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the public in such road, there being no intent by recording this Master Deed to dedicate to the public any portion of the drives within the Project.

(c) **Electrical.** The electrical transmission system located throughout the Project, including that contained within Unit walls, up to the point of connection for individual Unit service, but not including, the electric meter, fixtures, plugs and switches for each Unit.

(d) **Common Lighting.** The exterior common lighting system located throughout the Project, including all electrical transmission lines, lighting fixtures on the exterior of each building, pole lights, and related equipment designed to provide illumination to the Project as a whole.

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

(f) **Gas.** The gas distribution system located throughout the Project, including that contained in Unit walls, up to the point of connection for individual Unit service, but not including, fixtures, appliances, valves, connections, extensions, or the gas meter for each Unit.

(g) **Irrigation System.** The irrigation system located throughout the Project, if any, including all control clocks, meters, valves, pits, and all water distribution lines and fittings for the lawn irrigation systems.

(h) **Sanitary Sewer.** The sanitary sewer system located throughout the Project, including that contained within Unit walls and the meters, up to the point of connection for individual Unit service.

(i) **Storm Sewer.** The storm water sewer system, including storm sewers throughout the Project.

(j) **Telecommunications.** The telecommunication system located throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

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

(l) **Water.** The water distribution system located throughout the Project, including that contained in Unit walls, up to the point of entry to each Unit, including the water meters which service each building.

(m) **Monuments and Signs.** The "Stuber-Stone Lofts" or "Stuber-Stone Lofts Condominium" monuments and signs located throughout the project.

(n) **Entryways, Corridors, etc.** Common entryways, corridors, vestibules, rubbish areas, not exclusively limited to a particular Unit.

(o) **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. If any meter, appliance, or fixture services a Unit other than the Unit that it is located within, then such meter, appliance, or fixture shall be a General Common Element.

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

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

(a) **Air Conditioning Units.** Each individual air conditioner compressor, its pad, and other equipment and accessories related thereto together with the ground or root surface immediately below the pad, are restricted in use to the Co-owner of the Unit that such air conditioner unit services.

(b) **Exterior Lighting.** The exterior lighting, if any, controlled by the individual Units are limited to the use of the Unit that they serve.

(c) **Fireplaces.** The gas fireplace located in a Unit, if any, the flue, fireplace combustion chamber, and vent shall be limited in use to the Unit served thereby.

(d) **Heating and Cooling.** Each heating and cooling system including, without limitation, all related equipment and ductwork throughout the Unit shall be limited to the Unit served thereby.

(e) **Elevator.** The elevator/mechanical lift, including without limitation, all related equipment, walls, ceiling, floor, rails, motors, cabs, and electrical system shall be limited to the Units served thereby.

(f) **Interior Surfaces.** The interior surfaces of the Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit. The interior walls, ceilings, and floors between Unit levels are limited in use to the Co-Owner of the Unit in which they are contained, except that an easement shall exist through each of the foregoing for utilities or support necessary to other Units or Common Elements.

(g) **Mailboxes.** Each individual Unit mailbox is limited to the Unit to which it is assigned.

(h) **Porches and Balconies.** Each individual Unit porch or balcony is restricted in use to the Co-owner of the Unit served thereby as shown on Exhibit "B" hereto.

(i) **Utility Meters.** Utility meters (gas and electric) are limited to the Unit served thereby.

(j) **Windows, Screens, and Doors.** The windows, screens, and doors in the Project are restricted in use to the Unit to which such windows, screens, and doors are appurtenant.

(k) **Storage Area.** Each storage area is restricted in use to the Co-owner of the Unit to which it is assigned.

(l) **Commercial Signage Area.** The Commercial signage area assigned to a Commercial Unit by the Developer is restricted in use to the Unit served thereby.

(m) **Parking Spaces.** Each Unit will have assigned to it one parking space reserved for the Co-owner of the Unit to which it is assigned except for Unit 14, which will have two parking spaces assigned to it reserved for the Co-owner of the Unit to which it is assigned.

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

(a) **General Common Elements.** The costs of maintenance, decoration, repair, removal, and replacement of all General Common Elements shall be borne by the Association.

(b) **Limited Common Elements.** The cost of maintenance, decoration, repair, and replacement of all Limited Common Elements shall be borne by the Co-Owner of the Unit including but not limited to the following:

(i) **Air Conditioner.** The cost of maintenance, repair, removal, and replacement of each air conditioner compressor referenced in Section 2 above, including its compressor, pad and other equipment and accessories related thereto, shall be borne by the Co-owner of the Unit to which such air conditioner is appurtenant.

(ii) **Exterior Lights.** The responsibility for and costs of maintenance, repair, removal and replacement of exterior lights (including bulbs) adjacent to each Unit entry shall be borne by the Co-owner of the Unit served thereby. Co-owners shall not tamper with the photocell operation of any exterior lights and bulbs shall be promptly replaced to maintain the Project lighting. If a Co-owner adds lighting to his or her, Court Yard Area, Garden Balcony or porch (with the prior written permission of the Developer and the Association), the Co-owner shall be responsible for maintenance, repair, and replacement thereof. Replacement of the exterior garage light fixtures (not including lighting added by a Co-owner) shall be the responsibility of the Association. The uniform appearance of all exterior lighting shall be maintained at all times in accordance with the Bylaws attached hereto and no changes in design, material or color may be made without the express written approval of the Association (and the Developer during the Construction and Sales Period).

(iii) **Fireplaces.** The costs of maintenance, repair, removal, and replacement of the gas fireplace located with a Unit, if any, the flue and the fireplace combustion chamber, and the vent shall be borne by the Co-owner of such Unit. Any maintenance, repair, removal, or replacement to said flue must receive the prior written approval of the Association to ensure the safety of the structures and residents of the Condominium.

(iv) **Heating and Cooling Systems.** The cost of maintenance, repair, removal, and replacement of each heating and cooling system shall be borne by the Co-owner of the Unit to which such heating and cooling system is appurtenant.

(v) **Elevator.** The costs of maintenance, repair, removal, and replacement of the elevator/mechanical lift shall be borne by the Unit served by such elevator. Any maintenance, repair, removal, or replacement to said Elevator shall be undertaken by the Association to ensure the safety of the structures and residents of the Condominium.

(vi) **Interior Surfaces.** The costs of decoration, maintenance, repair, and replacement of all interior Unit surfaces shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(vii) **Windows, Screens and Doors.** The cost of maintenance, repair and replacement of all porches, windows, screens and doors referred to in Section 2 of this Article shall be borne by each Unit Co-owner to which they are appurtenant. The uniform appearance of all windows, screens, and doors shall be maintained at all times in accordance with the Bylaws attached hereto and no changes in design, material or color may be made without the express written approval of the Association (and the Developer during the Construction and Sales Period).

(viii) **Porches and Balconies.** The cost of maintenance, repair and replacement of porches and balconies referred to in Section 2, shall be borne by each Unit Co-owner to which they are appurtenant. Any maintenance, repair, removal or replacement of porches or balconies shall be undertaken by the Association to ensure the safety of the structures and residents of the Condominium.

(ix) **Commercial Signage.** The cost of maintenance, repair and replacement of Commercial Unit Signage shall be borne by the Co-owner of the Commercial Unit served thereby. Commercial Signage shall be located on the Commercial Unit or within the Commercial Signage Area assigned to the Commercial Unit. Commercial Signage shall be approved by the City of Detroit, and shall comply with local laws and ordinances. It shall be the responsibility of the Commercial Unit Owner to maintain all signage in good repair at all times. Upon transfer of ownership or lease of a Commercial Unit, it shall be the Co-owner's responsibility to remove existing signage and replace signage within 90 days of the sale or transfer of lease.

(x) **Utility Meters.** Co-owners shall be responsible for the maintenance of the utility meters that serve their respective Units, except that water meters shall be repaired, replaced, and maintained by the Association.

(xi) **Water, Electric, and Gas Systems.** Co-owners shall be responsible for the maintenance, repair, and replacement of the electric, and gas systems from the point of entry into and throughout their respective Units. Co-owners shall be responsible for the maintenance, repair, and replacement of the water system from the point of entry into and throughout their respective Units. Electric and gas utility service shall be metered to each Unit for payment by the Co-owner thereof.

(c) **Utility Systems.** Some or all of the utility lines, systems (including mains and service leads), and equipment and any telecommunication systems 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 any telecommunications shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see to it that telephone, water, electric, and natural gas mains are

existing or installed within reasonable proximity to, but not necessarily within, the Units. Telephone, water, electric, and natural gas mains shall be installed with reasonable proximity to, but not necessarily within, the Units. Utilities (except water service) shall be metered to each Unit for payment by the Co-owner thereof.

(d) **Storm Water Drainage System.** The costs of maintenance, repair, and replacement of the storm water drainage system, if any, including, without limitation, any drainage easements and storm water filtration systems and facilities, shall be borne by the Association, unless dedicated to the Public. In performing its responsibility, the Association shall inspect and perform preventative maintenance of the storm water drainage system and facilities on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The expenses of repair, maintenance, operation and replacement of the storm water drainage system and any reserve for the replacement thereof shall be an expense of administration of the Project and shall be assessed against all Co-owners of Units in the Project and any benefited land adjoining the Condominium owned or hereafter acquired by Developer or its successors. The storm water drainage system shall be operated, maintained, repaired and replaced in accordance with the provisions of the Master Deed and Bylaws for the Project, all rules and regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations.

(e) **Common Driveways.** The Association shall have the responsibility for the maintenance repair, operation and replacement of the common driveways in the Project. In performing its responsibility, the Association's shall inspect and perform preventative maintenance of the common driveways on a regular basis (including, without limitation, snow removal) in order to maximize their useful life and to minimize repair and replacement costs. The expenses of repair, maintenance, operation and replacement of the driveways and any reserve for the replacement thereof shall be expenses of administration of the Project and shall be assessed against all Co-owners of Units in the Project. Except in the case of Co-owner fault, each Unit shall be assessed pursuant to the percentage of value assigned to each Unit in Article V below for the expenses of repair, maintenance, operation and replacement of the driveways, which may be assessed as part of the regular assessments and/or special assessments against those Units. The operation, maintenance, repair and replacement of the common driveways are further subject to the terms and provisions of the Bylaws of the Project and all rules and regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations. If the Association or its contractors or agents fails to perform maintenance, repair or replacement requirements set forth in the Master Deed, the Bylaws, and applicable laws then in addition to all other remedies available under applicable law, the City and their respective contractors and agents, may, at their option with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair, replacement and/or operation of or on the driveways. In that event, the Association shall reimburse the City and/or their contractors all costs incurred by it in performing the necessary maintenance, repair or replacement of the driveways, plus an administrative fee of 15%. If the Association does not reimburse the City for those cost, then the City, at its option, may assess the cost therefore against the Co-owners of the Units in the Project to be collected as a special assessment on the next annual tax roll. At a minimum, the Association shall establish an annual inspection and

maintenance program for the roads in the Project. This provision may not be modified, amended, or terminated without the consent of the City.

(f) **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, remove, 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 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 for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

(g) **Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. No Limited Common Element, if created, may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to which Unit the same is appurtenant.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. The Project consists of fourteen Condominium Units as shown on the Condominium Subdivision Plan numbered 1 to 14 inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Stuber-Stone Lofts Condominium as prepared by Mason Brown & Associates, 1334 Wheaton, Troy, Michigan 48083. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The method used by the Developer to determine the percentages of value involved an analysis of the Units in the Project and weighting such factors as market value, square footage of the Unit, Unit location and intended use. The percentage of value assigned to each Unit is 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%.

Section 3. Percentage of Value Assigned. The percentage of value assigned to individual Units are as follows:

<u>Unit #</u>	<u>Percentage of Value</u>	<u>Unit #</u>	<u>Percentage of Value</u>
1	6%	6	6%
2	6%	7	6%
3	6%	8	6%
4	6%	9	6%
5	6%	10	6%
11	6%	13	6%
12	6%	14	22%

ARTICLE VI SUBDIVISION, CONSOLIDATION, AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified, and the boundaries relocated, in accordance with Sections 33, 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.

Section 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) **Subdivide Units.** Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections, and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Consolidate Contiguous Units.** Consolidate under single ownership two or more Units that are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(c) **Relocate Boundaries.** Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(d) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

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

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to and approval by the Association, except that the owner of Unit 14 may unilaterally subdivide his Unit upon properly filing a amendment. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Wayne County Register of Deeds.

(b) **Consolidation of Units; Relocation of Boundaries.** Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners that request 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 Wayne County Register of Deeds.

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

ARTICLE VII EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of this Condominium and consists of fourteen (14) Condominium Units and is intended to be the first phase of an expandable Condominium under the Act. At the option of the Developer or its successors or assigns the Condominium Project may be expanded to add land to the Condominium Project upon which an additional Units may be constructed. In its entirety, the Project may contain a total of twenty-two (22) Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

The roof area perpendicular to the side walls of the building expanding upward for 30 feet.

Preserving all other lawful easements, restrictions, and right-of-ways of record and all governmental limitations (hereinafter referred to as the "Area of Future Development").

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) 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 Condominium Units thereon. This period may be extended with the prior approval of sixty-six and two-thirds ($66\frac{2}{3}\%$) of all Co-Owners eligible to vote. The location, nature, appearance, design (interior and exterior), structural components, and Common Elements of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate Developer to enlarge the Condominium beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all of a portion of said Area of Future Development as a rental development, a separate Condominium Project (or Projects) or any other form of development or retain same as raw land. There are no restrictions on the election of the Developer to expand the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium all or any portion of the Area of Future Development described in this Article VII nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

Section 4. Transfer of Rights. The Developer reserves the right to transfer its rights to expand the Project pursuant to this Article VII to any person to whom the Developer conveys title to the Area of Future Development (hereinafter referred to as the "Expansion Area Transferee"). The Expansion Area Transferee shall have the right to expand the Project by adding the Area of Future Development to the Project by appropriate amendment to this Master Deed, subject to all of the provisions of this Article and the Act governing expansion of this Condominium.

Section 5. Easements. If neither the Developer nor the Expansion Area Transferee adds the Area of Future Development to the Project within the six year period described in this Article VII then the Area of Future Development shall have the following perpetual, nonexclusive, appurtenant easements:

- (a) Developer reserves for the benefit of itself, its successor and assigns, and all future owners of the Area of Future Development, a perpetual, appurtenant easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of vehicular and pedestrian access, ingress and egress to and from all or any portion of the Area of Future Development. All expenses of maintenance repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the Area of Future Development. The owners of the Area of Future Development shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be the fraction having as its numerator, the number "1" and as its denominator, the sum of the number of

Residential Units in this Project plus the sum of the number of Units or other structures for which a Certificate of Occupancy has been issued located within the Area of Future Development.

(b) Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of Area of Future Development, perpetual, appurtenant easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electric, cable television, storm and sanitary sewer mains and storm water detention areas. In the event the owner of the Area of Future Development 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. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this Condominium and any developed portions of the Area of Future Development that benefit from such utility mains. The owners of the Area of Future Development shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be the fraction having as its numerator, the number "1" and as its denominator, the sum of the number of Residential Units in this Project plus the sum of the number of Units or other structures for which a Certificate of Occupancy has been issued located within the Area of Future Development. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium and by the owner or owners of the Area of Future Development or portion thereof upon which are located the dwelling Units which such lead or leads services.

ARTICLE VIII CONVERTIBLE AREAS

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

Section 2. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by City. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 3. Amendment of Master Deed. Any such conversion 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. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 4. 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.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording 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.

Section 6. Expiration of Rights. Notwithstanding any herein to the contrary, if the Developer has not completed the development and construction of the entire Project, including proposed improvements whether identified as "Must be Built" or "Need not be Built," during a period ending 10 years from the date of commencement or construction by the Developer of the Project, the Developer, its successors, or assigns have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees or Units in the Project, or any other party having an interest in the Project. If the Developer has exercised any of its rights contained in the Master Deed permitting the expansion, contraction, or rights of convertibility of Units or Common Elements, then the time period is 6 years from the date the Developer exercised its rights with respect to the expansion,

contraction, or right of convertibility, whichever right was exercised last. The undeveloped portion of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before the expiration of the time periods, such lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the Percentages of Value.

ARTICLE IX EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element. This Section shall not allow or permit any encroachment upon, or an easement for an encroachment upon, Units described in this Master Deed being comprised of land and/or airspace above and/or below said land, without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

Section 2. Easements Retained by Developer.

(a) Ingress and Egress. The Developer hereby reserves permanent nonexclusive easements for ingress and egress over the driveways, and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all driveways, walks, and utility lines in the Condominium, including without limitation, all communications, water, gas, electric, storm water drainage system, including sanitary sewer lines and any pumps, sprinklers or water retention and detention areas, all of which easement shall be for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.

(b) Driveway Easements. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof and for the benefit of any other land adjoining the Condominium whether owned or hereafter acquired by Developer or its successors, an easement for the unrestricted use of all driveways, roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II. This easement shall run with the land in perpetuity. The

Developer has no financial obligation to support such easements. In addition, the Developer reserves the right to grant, for the benefit of any other land adjoining the Condominium, whether or not owned by Developer, an easement for the unrestricted use of the Condominium driveways, roads and walkways for the purpose of ingress and egress to and from all or any portion of the land adjoining the Condominium.

(c) **Utility Easements.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, and for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, and storm water drainage system. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. All expenses of maintenance, repair, and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article II that are served by such mains including any other land adjoining the Condominium now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.

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

(e) **Construction and Sales Period.** The Developer reserves the right at any time during the Construction and Sales Period to maintain reasonable facilities, including but not limited to, signage, commercial lighting, marketing and sales offices, business offices, construction offices, model Units, storage areas, and parking facilities to facilitate the construction and sales of the Project. During the Construction and Sales Period, the Developer may invite the general public, and/or government officials and entities, and/or the media to enter upon the Condominium for purposes of sales and marketing events of the Developer and of the Project. During the Construction and Sales Period, and forever thereafter, the Developer reserves the unrestricted right to the use of the "Stuber-Stone Lofts Condominium" name and/or other identifying phrases, marks, logos, photographs, drawings, designs, plans, signage, and marketing and promotional

materials associated with the Project and may use them for any and all purposes. The Developer further reserves an access easement for ingress and egress over, across, and through the Project as may be necessary to enable the construction, marketing and sale of the entire Project. The Developer may assign the easements and rights contained in this paragraph without notice or consent of the Co-owners.

(f) **Right to Dedicate.** The Developer reserves the right at any time during the Construction and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the driveways and/or storm water drainage system in the Condominium, shown as General Common Elements on the Condominium Subdivision Plan. Any such right-of-way dedication may be made 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 the Condominium Subdivision Plan hereto, recorded in the Wayne 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 right-of-way dedication. After certificates of occupancy are issued for residences in 100% of the Units in the Condominium, the Association may exercise the foregoing rights and powers. Subsequent to the dedication of the driveways or storm water drainage system to the public, it may become necessary to pave or improve some or all of the driveways or the storm water drainage system within or adjacent to the Condominium Premises. In such case the improvements may be financed, in whole or in part, by the creation of a special assessment district or districts that may include the Condominium. In the event that a special assessment driveway improvement project or storm water drainage system project is established pursuant to Michigan law, the collective costs of assessment to the condominium premises as a whole shall be borne equally by all Co-owners. No consent of mortgagees shall be required for approval of said public road or storm water drainage system improvement.

(g) **Preservation/Conservation Easement.** The Developer reserves the right at any time during the Construction and Sales Period and pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, the right to give, grant, release, transfer and convey an easement to preserve the structure and façade of the Condominium building as described in a certain Deed of Conservation Easement, a copy of which is attached as Exhibit C to the Master Deed. The Easement may encompass the exterior of the Structure, including but not limited to the wall surfaces, railings, decorative metalwork, doors, windows, roofs and decorative elements. The Easement may convey an interest in the Structure including the benefit of the following covenants, conditions and restrictions:

(i) The exterior of the Structure is not to be visually or structurally altered from the condition existing as of the Effective Date of the Easement, except with respect to structural alterations which have no visual impact whatsoever with respect to the exterior of the Structure. Nothing shall be erected on the Property that impairs the visibility of the Structure from the street or grade level.

(ii) The Structure shall not be demolished and no new structures or additions of any kind to the exterior of the Structure may be constructed at the Property without the Grantee's Consent, except as may be required by law.

(iii) The Project shall be maintained in a good and sound state of repair in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* as modified from time to time (the "Standards"), to prevent deterioration in its exterior appearance existing as of the Effective Date of the Easement. Such maintenance and repair includes replacement, repair, and reconstruction whenever reasonably necessary to preserve the Project in substantially the same condition and state of repair as that existing on the date hereof.

(iv) The Association, in addition to other insurance requires elsewhere provided in the Master Deed shall at its expense keep the Project insured by an insurance company rated A or better by Best's (or its equivalent) with a replacement cost insurance policy against loss or damage resulting from fire, windstorm, vandalism, explosion and such other hazards as typically required by prudent property owners in the same geographic area as the Project; and will carry and maintain comprehensive public liability insurance under a policy issued by an insurance company rated A or better by Best's (or its equivalent) which names Grantee as an additional insured party thereunder.

(iv) The Project shall not be subdivided or otherwise parcelized without Grantee's consent, unless the resulting property interests remain subject to this Easement in all respects.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easements for Maintenance, Repair, and Replacement. The Developer, the Association 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, the Wayne County Road Commission, the Michigan Department of Natural Resources, and the City of Detroit and their respective contractors, employees, agents and

assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements and onto each Unit serviced by roads, storm water drainage system, and onto the Limited Common Elements appurtenant to those Units for the purpose of and/or replacing the roads, storm water drainage system or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water drainage system facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the City of Detroit.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses, and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state, or local law or ordinance. In the event the Association enters into a bulk rate telecommunications agreement, the Co-owners agree to the inclusion of the cost of such service to be included as a cost of administration and assessed as per the Condominium Bylaws.

Section 6. Emergency Access Easement. There shall exist for the benefit of all Co-owners, their guests and invitees, the City, or any emergency service agency, an ingress and egress easement over the driveways and General Common Elements of the Condominium as depicted on the Condominium Subdivision Plan for purposes of, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-owners, their guests and invitees. This easement shall not obligate the City or the County to any maintenance or repair obligations with respect to the Condominium and this grant shall in no way be construed as a dedication of any driveway or General Common Element to the public.

Section 7. Termination of Easements. The Developer reserves to itself and its successors and assigns the right to terminate and revoke any easement granted in this Master Deed at such time as the particular easement may become unnecessary. Any termination or revocation of an easement under this paragraph shall be given effect by the recordation of an appropriate amendment to this Master Deed in accordance with the requirement of the Act.

ARTICLE X AMENDMENT

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

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

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

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend materially this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose, including but not limited to, an amendment modifying the types and sizes of unsold Units and their appurtenant Limited Common Elements, unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

Section 4. Change in Percentage of Value. The value of the rate of any Co-owner or the percentage of value assigned to the Units and any provisions relating to the ability or terms under which a Co-owner may rent or use a Unit may not be changed without the written consent of each affected Co-owner and mortgagee, except as provided in this Master Deed or in the Bylaws.

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

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall any of the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

Section 7. Proposal. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration. Amendments may be proposed by Co-owners or the Association acting upon the vote of the majority of directors. Upon any such amendment being proposed, a meeting for

consideration of same shall be duly called in accordance with these Bylaws. Co-owners shall be notified of proposed amendments not less than 10 days before the amendment is recorded. An amendment shall be effective when recorded in the office of the Wayne County Register of Deeds. For purposes of this Article, the affirmative vote of 2/3 of Co-owners is considered 2/3 of all Co-owners entitled to vote as of the record date for such vote.

Section 8. City of Detroit Approval. The Condominium shall at all times be maintained in a manner consistent with the approved site plan and the ordinances of the City of Detroit. No provisions of this Master Deed or other Condominium Documents shall be amended to affect any current or future rights and/or obligations of the City of Detroit without obtaining the prior written consent of the City.

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, 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 Wayne County Register of Deeds.

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BY ITS SIGNATURE BELOW AND BY RECORDING OF THIS MASTER DEED THE DEVELOPER ESTABLISHES THE STUBER-STONE LOFTS CONDOMINIUM, as a Condominium under the provisions of the Michigan Condominium Act.

DEVELOPER

STUBER-STONE BUILDING, LLC, a Michigan limited liability company

By: Robert J. Slattery
Its: Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 8th day of June 2004, Robert J. Slattery, the Member Stuber-Stone Building, LLC acknowledged the foregoing Master Deed before me on behalf of Stuber-Stone Building, LLC

Karen S. Smith
Notary Public,
Oakland County, Michigan
Acting in Oakland County
My commission expires:

Master Deed drafted by:

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

When recorded, return to drafter.

ROSEMARY SMITH
Notary Public, Michigan
My Commission Expires 06-29-2008