

REC'D

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

PATRICK M. DOHANY *PK*

6078-04

PATRICK M. DOHANY, County Treasurer
Gen. 135, Act 206, 1993 as amended

276835
LIBER 33350 PAGE 804
\$139.00 DEED - COMBINED
\$4.00 REINDEMENTATION
06/18/2004 10:52:01 A.M. RECEIPT# 75570
PAID BY CHECKED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

HUNTINGTON WOODS CONDOMINIUMS

012107

MASTER DEED

This Master Deed is made and executed on this 1st day of June, 2004, by
Huntington Wood, L.L.C., (hereinafter referred to as "Developer"), whose address is
35520 Forton Court, Clinton Township, Michigan 48035, pursuant to the provisions of
the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended),
hereinafter referred to as the "Act".

WITNESSETH

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

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NOW, THEREFORE, the Developer does, upon the recording hereof, establish
Huntington Woods Condominiums as a residential condominium project under the Act
and does declare that Huntington Woods Condominiums (hereinafter referred to as the
"Project" or "Condominium", or the "Condominium Project") shall, after such establish-
ment, 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 cove-
nants, conditions, restrictions, uses, limitations and affirmative obligations set forth in
this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with
the land and shall be a burden and a benefit to the Developer, its successors and assigns,
and any persons acquiring or owning an interest in the Condominium Premises, their
grantees, successors, heirs, personal representatives and assigns.

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as Huntington Woods Condominiums,
Oakland County Condominium Subdivision Plan No. *4636*. The Project is established in
accordance with the Act, and the architectural plans and specifications for the Project

RECEIVED
JUN 18 2004

G.W. Caddell Register of Deeds
Oakland County

O.K. - RC

O.K. - LG

have been filed with the City of Royal Oak. The Units contained in the Project, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is for residential purposes only. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit, and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II LEGAL DESCRIPTION

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

Part lots 40 through 51, both inclusive, of "Huntington Woods", being a subdivision of part of Section 21, T. 1 N., R. 11 E., City of Royal Oak, Oakland County, Michigan as recorded in Liber 16, Page 34, 34A, 34B, 34C, 34D, 34E & 34F of Oakland County Records, described as beginning at the S.W. corner of said Lot 40, thence along the southerly line of said Lot 40, N. 56 degrees 16 minutes 00 seconds E. 99.25 ft., thence along the westerly line of Woodward Avenue N. 33 degrees 04 minutes 15 seconds W. 925.96 ft., thence along the Northerly line of said Lot 51 on a curve to the left (radius = 2473.20 ft., chord bears S. 55 degrees 35 minutes 28 seconds W. 109.50 ft.) a distance of 109.51 ft., thence S. 33 degrees 44 minutes 10 seconds E. 934.62 ft. to the point of beginning, containing 2.235 acres, more or less.

ARTICLE III DEFINITIONS

Section 1. Definitions. Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of the Huntington Woods Condominiums Association shall be defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Association" means the Michigan non-profit corporation, Huntington Woods Condominium Association, of the Co-owners shall be members, which Association shall be exercisable by its Board of Directors and appointed officers unless specifically reserved to the Co-owners by the Condominium Documents or the laws of the State of Michigan.

(c) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(d) "Condominium" means Huntington Woods Condominiums, as a condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(e) "Condominium Bylaws" means Exhibit A hereto, being the bylaws setting forth the substantive rights and obligations of the Co-owners as members of the Association.

(f) "Condominium Documents", whenever used, means and includes this Master Deed and the Exhibits hereto, the Articles of Incorporation and the Bylaws of the Association.

(g) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(h) "Condominium Unit" of "Unit" means the enclosed space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.

(i) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium.

(j) "Developer" means Huntington Wood, L.L.C., a Michigan limited liability company, its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, the conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(k) "General Common Elements" means all Common Elements other than the Limited Common Elements.

(l) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(m) "Master Deed" means this document which, when recorded, shall establish the Condominium and to which the Condominium Bylaws and Condominium Subdivision Plan are attached as Exhibits.

(n) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

(o) "Person" means an individual, firm, corporation, partnership, association, trust, the state, or an agency of the state or other legal entity, or any combination thereof.

(p) "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

(q) "Size" means the number of cubic feet or the number of square feet of ground or floor space within each Condominium Unit as computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.

ARTICLE IV COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof, including roads and sidewalks not identified as Limited Common Elements.

(b) Electrical. The electrical transmission systems throughout the Project, excepting therefrom that contained within the individual Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches.

(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, excepting therefrom that contained within the individual Unit walls, up to the point of connection with gas fixtures within any Unit.

(e) Water. The water distribution system throughout the Project, excepting therefrom that contained within the individual Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(f) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(g) Construction. Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, ceilings, floor construction between Unit levels.

(h) Other. Such other elements of the Project not here in 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 telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, 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.

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) Storage Units. Each individual storage unit which shall be assigned to the individual Unit owners is limited to the sole use of the Co-owner of the Unit to which such limited common element corresponds, as described on Exhibit B attached hereto.

(b) Interior Space. The interior space within the Unit perimeter walls, ceiling and floors contained within a Unit shall be for the sole exclusive use and enjoyment of the Co-owner of such Unit.

(c) Windows and Doors. Windows and doors contained within any Unit are limited to the sole use of the Co-owner of the Unit to which they correspond.

Section 3. Responsibilities. Responsibility for maintenance, decoration, repair and replacement of the Common Elements shall be as follows:

(a) Each Co-owner shall be responsible for the Limited Common Elements assigned to it and for all portions of the building adjacent to such Co-owner's unit, including walls, roofs, foundations, ceilings and floor, whether or not such components are within or outside of the limits of ownership shown on the Plan, and any utility line, wherever located, which services the Co-owner's Unit.

(b) Any Common Element not described in subparagraph 3 (a) above shall be the responsibility of the Association.

ARTICLE V

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 VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. This condominium contains 64 units, numbered 1 through 64 inclusive. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Huntington Woods Condominiums, as prepared by Del-Tec Survey, and attached hereto as Exhibit B. The architectural plans and specifications are on file with the City of Royal Oak. Each Unit shall include that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on Exhibit B attached hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The following percentage of value is allocated to the units in the Project:

Units 1 through 40: 1.70%

Units 41 through 64 1.40%

Total 100.00%

The percentages of value were computed on the basis of the relative, approximate areas of the Units, disregarding insubstantial differences in size and with the resulting

percentages reasonably adjusted to total precisely 100%. The percentage of value for each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VII 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 which supports a Common Element.

Section 2. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

ARTICLE VIII AMENDMENTS

This Master Deed and any Exhibit hereto may be amended only by the Developer or the Association with the consent of all Co-owners and first Mortgagees, except that Developer reserves the right to amend this Master Deed or any of its Exhibit, without the consent of Co-owners or Mortgagees, to correct arithmetic errors, typographical errors, survey errors or any similar errors in the Master Deed or any Exhibit.

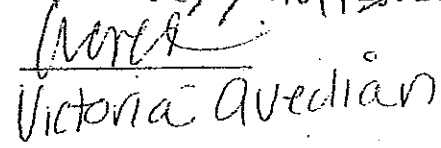
IN WITNESS WHEREOF, Developer has caused this Master Deed to be signed on June 09, 2004.

WITNESS:

DEVELOPER
Huntington Wood, L.L.C.



By: Benedetto Sorrentino, Managing Member


Victoria Avedian

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 9th day of June, 2004,
by Benedetto Sorrentino, Managing Member of Huntington Wood, L.L.C., a Michigan
limited liability company.

Lynn P. Darnes

Notary Public

LYNN P. DARNES

NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES Sep 13, 2005

Drafted by and when recorded return to:

Mark Capaldi
261 East Maple, Suite 4
Birmingham, Michigan 48009