

339 JAN 29 AM 10:2
FOREST E. YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MI

CANFIELD LOFTS

MASTER DEED

This Master Deed is made and executed on this 22 day of January, 1999, by Canfield Lofts, L.L.C., hereinafter referred to as the "Developer," the post office address of which is 720 Forest, Birmingham, Michigan 48009, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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

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

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as Canfield Lofts, Wayne County Condominium Subdivision Plan No. 503. The engineering and architectural plans for the Project were approved by, and are on file with the City of Detroit. The Condominium Project is established in accordance with the Act. The building and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II
LEGAL DESCRIPTION

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

LOTS 21 THROUGH 23, INCLUSIVE, "SUBDIVISION OF BLOCK 99, CASS FARM" CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 1 OF PLATS, PAGE 272, WAYNE COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE SW'LY CORNER OF SAID LOT 21; THENCE N.22°47'W. 190.00 FT ALONG THE W'LY LINE OF SAID LOT 21; THENCE N.67°13'E. 150.00 FT. ALONG THE S'LY LINE OF A PUBLIC ALLEY, 20 FT. WIDE; THENCE S.22°47'E. 190.00 FT. ALONG THE E'LY LINE OF SAID LOT 23; THENCE S.67°13'W. 150.00 FT. ALONG THE N'LY LINE OF W CANFIELD AVE., 100 FT. WIDE, TO THE POINT OF BEGINNING, CONTAINING 28,500.00 SQUARE FEET OR 0.654 ACRES. BEARINGS ARE BASED ON THOSE SHOWN IN "JAMES A. JONES SUB'N.", AS RECORDED IN L.7, P.16 OF PLATS.

Tax Item No. 897, ward 02 as to Lots 21 and 22

Tax Item No. 898, ward 02, as to Lot 23

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 Canfield Lofts 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 Canfield Lofts as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

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

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

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

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

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

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Canfield Lofts as a Condominium Project established in conformity with the Act.

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

Section 9. 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 10. Co-owner or Owner. "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 Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner".

Section 11. Developer. "Developer" means Canfield Lofts, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 12. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 13. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete Unit in Canfield Lofts, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV
COMMON ELEMENTS

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

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

- (a) Land. The land described in Article II hereof, including the driveways, sidewalks and parking spaces located thereon not identified as Limited Common Elements.
- (b) Electrical. The electrical transmission system throughout the Project up to the point of entry to each Unit, but not including the electric meters for individual Unit service.
- (c) Exterior Lighting. The exterior lighting system throughout the Project, including all electrical transmission lines, lighting fixtures and related equipment.
- (d) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.
- (e) Gas. The gas distribution system throughout the Project up to the point of entry to each Unit, but not including the gas meters for individual Unit service.
- (f) Water. The water distribution system throughout the Project up to the point of entry into each Unit but not including the water meters for individual Unit service. The landscaping sprinkler system and the fire sprinkling system shall also be General Common Elements.
- (g) Sanitary Sewer. The sanitary sewer system throughout the Project, up to the point of entry into any Unit.
- (h) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- (i) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, halls, floor construction between Unit levels and chimneys.
- (j) Heating and Cooling System. The geothermal heating and cooling system up to the point of entry into any unit.
- (k) Miscellaneous. The elevators, corridors, foyer, lobby, utility room, trash room, stairs, stair wells, mechanical room and decks to which access is gained from a General Common Element.
- (l) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, shall be General Common Elements only to the extent of

the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

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

(a) Parking Spaces. Those parking spaces designated as Limited Common Elements on the Condominium Subdivision Plan shall be limited in use to the Unit to which they are assigned. It is anticipated that assignment shall initially be made by the Developer's deed of conveyance to the first purchaser of each Unit and at such time as all of the Units have been sold by the Developer, an amendment to the Master Deed reflecting such assignments shall be made.

(b) Courtyards. Each courtyard shall be limited in use to the Unit to which it is immediately adjacent. The Developer is attempting to secure a permit to enclose courtyard areas in the W. Canfield Avenue right of way to serve Units 1, 2 and 3. Those courtyard areas, if established, shall be Limited Common Elements only to the extent of the improvements allowed by the permit and subject to the rights of the public in W. Canfield Avenue.

(c) Storage Containers. Each storage container is limited in use to the Unit with the corresponding number as depicted on the Condominium Subdivision Plan.

(d) Decks. Decks which are accessible from a Unit are limited in use to the Unit from which they are accessible as depicted on the Condominium Subdivision Plan.

(e) Windows and Doors. Windows and doors which serve a particular Unit are Limited Common Elements appurtenant to the Unit served thereby.

(f) Interior Surfaces. The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit are Limited Common Elements appurtenant to the Unit within which they are located.

(g) Utility Meters. Utility meters which serve an individual Unit are Limited Common Elements appurtenant to the Unit served thereby.

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

(a) Courtyards. The costs of decoration and maintenance of the Courtyards (except for the General Common Element sprinkler system which may serve one or more courtyards and which will be an Association expense) shall be borne by the Co-owner of the Unit to which such Courtyard is appurtenant. No improvements, including without limitation, landscaping may be made to the Courtyard areas without the prior written consent of the Developer during the Construction and Sales Period and thereafter, the Association. If a Co-owner fails to maintain his or her Courtyard area, the Association shall have the right to enter the Courtyard and to perform such maintenance as it shall deem necessary and the costs thereof shall be assessed to the Unit to which the Courtyard is appurtenant along with the next regular monthly assessment, shall constitute a lien against the Unit and all of the remedies of Article II of the Bylaws shall apply.

(b) Storage Containers. The structure of the Storage Containers (except in case of Co-owner fault) shall be repaired and replaced by the Association. Each Co-owner shall be responsible for maintenance of its storage area. Article VI of Bylaws contains further restrictions on the use of Storage Containers.

(c) Windows and Doors. The responsibility for and the costs of maintenance, repair and replacement of Limited Common Element windows and doors shall be borne by Co-owner of the Unit to which such windows and doors are appurtenant, except that periodic exterior window washing shall be the responsibility of the Association. Neither the materials nor appearance of Limited Common Element window and doors may be modified by any Co-owner without the express written consent of the Developer during the Construction and Sales Period and thereafter, the Association.

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

(e) Utility Meters. Utility meters which meter service to an individual Unit shall be maintained, repaired and replaced by the Co-owner of the Unit served thereby. Each Unit owner shall pay the costs of all utilities metered to their Unit.

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

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Canfield Lofts as prepared by M.H. Consulting Service, Inc. 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 percentages of value were computed on the basis of the relative square foot area of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and 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 Assignment. Set forth below are (a) each Unit number as it appears on the Condominium Subdivision Plan and (b) the percentage of value assigned to each Unit:

Unit	Percentage Of Value	Unit	Percentage Of Value
1	2.44764	19	3.89690
2	2.87086	20	1.94190
3	2.80445	21	1.94190
4	2.85929	22	3.31016
5	2.62459	23	3.57392
6	2.62459	24	4.11354
7	1.97521	25	2.71231
8	2.47523	26	3.37769
9	2.44664	27	3.39675
10	3.45409	28	2.47820
11	3.28338	29	2.62322
12	3.31019	30	2.60800
13	1.94190	31	2.47820
14	1.95340	32	3.39675
15	3.30082	33	3.37769
16	2.77871	34	3.59817
17	2.45711	35	3.06712
18	2.49948		

ARTICLE VI
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act 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 which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by

an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(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 percentages of value shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

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

(a) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number 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 requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

Notwithstanding the foregoing, no consolidation or subdivision of Units by Co-owners may occur during the Construction and Sales Period without the prior written consent of the Developer.

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

ARTICLE VII CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. Certain parking spaces may be designated on the Condominium Subdivision Plan as Convertible Areas which may be converted from General Common Elements to Limited Common Elements or from Limited Common Elements to General Common Elements.

Section 2. Amendment of Master Deed. Such conversion shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer.

Section 3. 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. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII EASEMENTS

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 Retained by Developer.

(a) 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.

(b) The Developer reserves the right to utilize any Unit owned by it as a model or sales office for other projects developed by it, its successors or assigns in Wayne County.

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

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

ARTICLE IX
AMENDMENT

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

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

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

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

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

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer, 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 the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

ARTICLE X
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by 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.

WITNESSES:

CANFIELD LOFTS, L.L.C.,
a Michigan limited liability company

H. William Freeman
H. William Freeman

J. C. Cataldo
Its: Manager

Angela M. McCallum
Angela M. McCallum
STATE OF MICHIGAN)
COUNTY OF Oakland) SS.

On this 22 day of January 1998, the foregoing was acknowledged before me by J. C. Cataldo the manager of Canfield Lofts, L.L.C., a Michigan limited liability company, on behalf of the company.

H. William Freeman

Notary Public, Oakland County, Michigan
My commission expires: 2/8/99

Master Deed drafted by and return to:
Suzanne S. Reynolds
DROLET, FREEMAN, COTTON, & NORRIS, P.C.
33 Bloomfield Hills Parkway, Suite 100
Bloomfield Hills, Michigan 48304
wp c:\canfield\condo\d-md