

Bernard J. Youngblood
Wayne County Register of Deeds

October 31, 2007 12:28 PM

Liber 46770 Page 1443-1516

#287411646 MDC FEE: \$234.00



**MASTER DEED
OF
BRUSH PARK VILLAGE NORTH CONDOMINIUM**

**A RESIDENTIAL CONDOMINIUM
WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 962**

This Master Deed is made and executed this 7th day of June, 2007, by Brush Park Village North, L.L.C., a Michigan limited liability company (hereinafter referred to as "the Developer"), whose address is 400 W., Suite 250, Detroit, Michigan 48226.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.)

NOW, THEREFORE, upon the recording hereof, Developer establishes Brush Park Village North Condominium as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits 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 said real property, their grantees, successors, heirs, executors, administrators and assigns.

**ARTICLE I
TITLE AND NATURE**

EXAMINED AND APPROVED
DATE JUL 31 2007
BY MPM AL/AN
NORMAN C. DUPOUE
PLAT ENGINEER

This is to certify that there are not tax liens or taxes
on this property and that taxes are paid for FIVE YEARS
previous to date of this instrument. EXCEPT
No. 4507 Wayne County Treasurer Date 7/2/07
Wayne County Treasurer Clerk [Signature]

The Condominium shall be known as Brush Park Village North Condominium, Wayne County Condominium Subdivision Plan No. 962. The architectural plans and specifications for the improvements constructed within the Condominium will be filed with the City of Detroit. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and volume of each Unit therein, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. Each building contains individual Units for residential purposes only and each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Brush Park Village North Condominium Association as set forth herein and in the By-Laws and Articles of Incorporation of such Association.

ARTICLE II LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land in the City of Detroit, Wayne County, Michigan, described as follows:

PROJECT DESCRIPTION:

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS: LOTS 13 THROUGH 17 OF "BRUSH'S SUBDIVISION OF PART OF PARK LOTS 15, 16 AND 17 AND PART OF BRUSH FARM ADJOINING" AS RECORDED IN LIBER 3 OF PLATS, PAGE 24, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF JOHN R. STREET, 60 FT. WIDE WITH THE SOUTHERLY LINE OF ERSKINE ST. 60 FT. WIDE, SAID CORNER BEING ALSO THE NORTHWESTERLY CORNER OF SAID LOT 13; THENCE N.60°00'00"E. 260.00 FT. ALONG THE SOUTHERLY LINE OF SAID ERSKINE AVE., BEING ALSO THE NORTHERLY LINE OF SAID LOTS 13 THROUGH 17 TO THE NORTHEASTERLY CORNER OF SAID LOT 17; THENCE S.30°00'00"E. 149.74 FT. ALONG THE EASTERLY LINE OF SAID LOT 17 TO THE NORTHERLY LINE OF A PUBLIC ALLEY, 20 FT. WIDE, SAID POINT BEING ALSO THE SOUTHEASTERLY CORNER OF SAID LOT 17; THENCE S.60°00'00"W. 268.84 FT. ALONG THE NORTHERLY LINE OF SAID PUBLIC ALLEY, BEING ALSO THE SOUTHERLY LINE OF SAID LOTS 13 THROUGH 17 TO THE SOUTHWESTERLY CORNER OF SAID LOT 13; THENCE N.26°37'17"W. 150.00 FT. ALONG THE EASTERLY LINE OF SAID JOHN R. ST., BEING ALSO THE WESTERLY LINE OF SAID LOT 13 TO THE POINT OF BEGINNING, CONTAINING 39,595.33 SQUARE FEET OR 0.909 ACRES OF LAND.

ARTICLE III DEFINITIONS

01000785, 01000788-9
01000786, 01004055.006L
01000787
e/f/2007
PER ASSESSOR

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and By-Laws of Brush Park Village North Condominium Association are defined as follows:

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

(b) The "Architectural Control Committee" or "Committee" shall mean the Committee appointed in accordance with the provisions of Article XV, below.

(c) "Association" means Brush Park Village North Condominium Association, the Michigan nonprofit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) "By-Laws" means Exhibit A hereto, which are the By-Laws required for the Condominium and also the By-Laws required for the Association as a non-profit corporation.

(e) "City" means the City of Detroit.

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

(g) "Condominium" or "Condominium Project" means Brush Park Village North Condominium 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.

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

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

(j) "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.

(k) "Consolidating Master Deed" means the final amended master deed for a contractible condominium project, an expandable condominium project, or a condominium project containing convertible land or convertible space, which final amended master deed fully describes the condominium project as completed.

(l) "Co-owner" or "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. Developer is a Co-owner as long as Developer owns one or more Units. In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the

Developer shall retain the rights and obligations of a Co-owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000.

(m) "Developer" means Brush Park Village North, L.L.C., a Michigan limited liability company, and its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(n) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing for as long as Developer or any "successor developer" as defined by Act holds for sale any Unit within the Condominium.

(o) "Future Development Area" means the land described, below, some or all of which may be added to the Condominium in one or more amendments of this Master Deed.

PROPOSED FUTURE DEVELOPMENT NORTH OF ERSKINE ST:

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS: LOTS 1 THROUGH 12 OF "BRUSH'S SUBDIVISION OF PART OF PARK LOTS 17, 18, 19, 20 & 21, AND PART OF BRUSH FARM ADJOINING" AS RECORDED IN LIBER 8 OF PLATS, PAGE 12, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF ERSKINE STREET, 60 FT. WIDE WITH THE EASTERLY LINE OF JOHN R. STREET, 60 FT. WIDE, BEING ALSO THE SOUTHWESTERLY CORNER OF SAID LOT 12; THENCE N.26°37'17"W. 139.95 FT. (REC AS 140.00 FT.) ALONG THE EASTERLY LINE OF SAID JOHN R. STREET, BEING ALSO THE WESTERLY LINE OF SAID LOT 12 TO THE NORTHWESTERLY CORNER OF SAID LOT 12; THENCE N.60°00'12" E. 639.46 FT. (REC. AS 638.76 FT.) ALONG THE SOUTHERLY LINE OF A PUBLIC ALLEY, 20 FT. WIDE, SAID LINE BEING ALSO THE NORTHERLY LINE OF SAID LOTS 1 THROUGH 12, TO THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE S26°22'30"E. 139.95 FT. (REC. AS 140.00 FT.) ALONG THE WESTERLY LINE OF BRUSH STREET, 60 FT. WIDE, BEING ALSO THE EASTERLY LINE OF SAID LOT 1 TO SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE N.60°00'00"E. 638.86 FT. (REC. AS N60°17'E. 638.27 FT.) ALONG THE NORTHERLY LINE OF SAID ERSKINE ST., BEING ALSO THE SOUTHERLY LINE OF SAID LOTS 1 THROUGH 12 TO THE POINT OF BEGINNING. CONTAINING 89,283.47 SQUARE FEET OR 2.050 ACRES OF LAND

PROPOSED FUTURE DEVELOPMENT SOUTH OF ERSKINE ST.:

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS: LOTS 18 THROUGH 24 OF "BRUSH'S SUBDIVISION OF PART OF PARK LOTS 15, 16 AND 17 AND PART OF BRUSH FARM ADJOINING" AS RECORDED IN LIBER 3 OF

PLATS, PAGE 24, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 18; THENCE N.60°00'00"E. 378.54 FT. (REC. AS 377.81 FT.) ALONG THE SOUTHERLY LINE OF SAID ERSKINE AVE., BEING ALSO THE NORTHERLY LINE OF SAID LOTS 18 THROUGH 24 TO THE NORTHEASTERLY CORNER OF SAID LOT 24; THENCE S.26°22'30"E. 150.04 FT. (REC. AS 150.00 FT.) ALONG THE EASTERLY LINE OF SAID LOT 24, SAID LINE BEING ALSO THE WESTERLY LINE OF BRUSH STREET, 60 FT. WIDE; TO THE NORTHERLY LINE OF A PUBLIC ALLEY, 20 FT. WIDE, SAID POINT BEING ALSO THE SOUTHEASTERLY CORNER OF SAID LOT 24; THENCE S.60°00'00"W. 369.05 FT. (REC. AS 369.46 FT.) ALONG THE NORTHERLY LINE OF SAID PUBLIC ALLEY, BEING ALSO THE SOUTHERLY LINE OF SAID LOTS 18 THROUGH 24 TO THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE N.30°00'00"W. 149.74 FT. ALONG THE EASTERLY LINE OF SAID LOT 18 TO THE POINT OF BEGINNING, CONTAINING 55,973.83 SQUARE FEET OR 1.285 ACRES OF LAND.

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

(q) "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.

(r) "Master Deed" means this document to which the Condominium By-Laws and Condominium Subdivision Plan are attached as exhibits.

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

(t) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(u) "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.

(v) "Transitional Control Date" means the date on which the 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.

ARTICLE IV COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land and beneficial easements, if any, described in Article VII hereof, including any storm water detention areas, recreational areas, parking areas, walks, entrance facilities, and landscaped and open areas; except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements.

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

(3) The electrical system throughout the Condominium, including that contained within Unit walls up to the point of connection with electrical outlets within any Unit.

(4) The gas transmission lines throughout the Condominium, including that contained within Unit walls up to the point of connection with gas fixtures within any Unit.

(5) The water distribution system throughout the Condominium up to the point where service is connected or enters each Unit, including all common sprinkling system fixtures and connections, as well as all common sprinkling system controls; and all fire hydrants and attendant equipment.

(6) The sanitary sewer system throughout the Condominium up to the point where service enters or is connected with each Unit.

(7) The storm sewer system throughout the Condominium.

(8) The plumbing network throughout the Condominium, including that contained within Unit walls up to the point of connection with plumbing fixtures within any Unit.

(9) The cable television transmission system throughout the Condominium (if any) and any telephone or other communication lines, including that part of such system and lines contained within Unit walls up to the point of connection with outlets within any Unit.

(10) The structural members, materials and components which comprise the exterior walls, the roof, furnace chimneys, the foundations (including support components), the basement foundations, walls and floors, the ceilings and the floors which envelop the air space within the Unit and the air space within the attics, if any, the crawl spaces, if any, outside of a Unit, and Unit perimeter walls (including window and door frames therein, excluding the glass within the frames and glass sliding doors

including the frames). The air space outside of a Unit but within the structural items which envelop a Unit is a General Common Element.

(11) The site lighting, including all wiring, fixtures, posts and meters throughout the Condominium.

(12) All beneficial utility and drainage easements.

(13) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit.

(14) ~~Six (6) garage enclosed parking structure located to the east of John R., off alley between Erskine and Watson.~~ Parking structure is available as a designated "for sale" space to purchasers of Brush Park Village North Condominium. Until structure is completely one hundred percent (100%) occupied, it will remain a General Common Element. Thereafter, it may be designated by the Developer or Board, whichever is the ruling governor at that time, a Limited Common Element.

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

(b) The Limited Common Elements are:

(1) ~~The balconies, patios, porches and deck areas, if any, designated on the Condominium Subdivision Plan as limited common elements are appurtenant to the Units which open onto the aforesaid balconies, patios and deck areas and are limited to the sole use of the Co-owners of the Units to which they are appurtenant.~~

(2) The glass in a window and the glass sliding doors, including the frames which comprise the glass sliding doors, which are located at or on the perimeter of a Unit.

(3) The fireplace combustion chamber, if any, in each individual Unit.

(4) Each driveway extending from the Condominium boundary to an attached garage comprising a part of a Unit, known as the Carriage Home, units 16, 17 and 18, are designated on the plan as a limited common element and is limited to the sole use of the Co-owners of the Units that gain access to their garages over those driveways.

(5) The entire heating, ventilation and air conditioning systems and its component parts serving each Unit to the point of connection with the outside walls of the Unit shall be appurtenant to and limited to the sole use of the Co-owners of the Unit served by the system.

(6) Any other amenity or appurtenance, if any, outside of a Unit, that is identified as a Limited Common Element in the Condominium Subdivision Plan attached as Exhibit B, unless otherwise described in this Master Deed.

(7) Any enclosed parking spaces not attached directly to occupant's residential condo; such as the planned parking in Carriage Home units. A total of nine (9) additional spaces contained with the three (3) buildings are to be designated to occupants at Developer's sole discretion. Spaces that will be assigned to an owner upon purchase of a Condominium home.

(c) The responsibility for the full cost of maintenance, decoration, repair and replacement of the General and Limited Common Elements shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents and are to be paid for according to the provisions of these Condominium Documents. The full responsibility for the Unit shall be borne by the Co-owners of the Unit.

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

The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element shall be specially assessed against the Unit or Units to which that Limited Common Element was assigned at the time the expenses were incurred. Any other unusual common expenses benefiting less than all of the Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project or by their licensees or invitees shall be specially assessed against the Unit or Units involved, as set forth in Section 69(2) of the Act.

The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned percentage of value appertaining to each Unit as provided in Section 69(3) of the Act.

(d) The Association shall have specific responsibility to decorate, maintain, repair and replace the following items relating to Units and the costs for these items shall be considered expenses of administration:

(1) All landscaped areas (excluding such landscaping as may be installed and maintained by a Co-owner upon a patio, porch or deck in accordance with the By-Laws attached hereto as Exhibit A).

(2) All sidewalks, driveways, service drive and boundary fences.

(3) Snow removal from the driveways, parking areas and any sidewalks (including driveways designated as Limited Common Elements).

(4) The exterior of all buildings (excluding individual balconies, patios, decks, glass windows and glass sliding doors) including trim and hardware and the concrete pads upon which air conditioning compressors are situated.

(5) The exterior of entry doors and garage doors (but excluding any electric garage door openers).

(6) All mailboxes and stands. The mailbox and mailbox stands assigned to each Unit shall initially be installed by the Developer and may not be changed without the approval of the Architectural Control Committee or the United States Postal Service.

(7) ~~Rubbish removal systems, if any.~~

(8) ~~Common site lighting, if any.~~

(9) All other items identified above in subparagraph (a) of this Article IV as General Common Elements; including, without limitation, the storm water detention areas and related storm water drainage lines and facilities.

(e) Each Co-owner of a Unit shall have the responsibility to decorate, maintain, repair and replace the following items:

(1) All appliances within a Unit and supporting hardware, including, but not limited to, garbage disposals, dishwashers, ranges and ovens, vent fans, duct work, vent covers and filters, hot water heaters, furnaces, humidifiers, air cleaners, and air conditioners and compressors (whether located within or outside of a Unit, but excluding the concrete pad, which shall be the Association's responsibility).

(2) The interior of entry doors, all doors, windows, doorwalls (including all glass doorwalls frames and tracks), screens and related hardware within or leading to the individual Unit.

(3) Any landscaping installed upon a patio or deck in accordance with the By-Laws attached hereto as Exhibit A.

(4) The fireplace combustion chamber, if any, located within the individual Unit.

(5) All electrical fixtures or appliances within an individual Unit including, but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. (Note: Any modification to the existing electrical system must be approved in writing by the Board of Directors and must be completed by a licensed electrician.)

(6) Any electrical outlets connected to an individual Unit's electrical meter, but located on the exterior of the Unit; including, without limitation, the exterior porch lights to be installed near the road on the garage of each Unit. All such porch lights shall be operated by a photocell or timer so that they remain on through the night.

(7) All plumbing fixtures, including shut-off valves, rings and washers located on or within an individual Unit's perimeter walls.

- (8) All cabinets, counters, interior doors, closet doors, sinks, tile and wood, either floor or wall, and related hardware.
- (9) All improvements or decorations including, but not limited to, paint, wallpaper, carpeting and trim.
- (10) Individual Unit drain lines located within Unit perimeter walls.
- (11) All individual decks and patios and stairs or steps leading to such individual decks or patios.
- (12) All electric garage door openers.
- (13) All other items not specifically enumerated above which may be located within an individual Unit's perimeter walls.

ARTICLE V
USE OF PREMISES

Each Unit shall only be used for residential purposes. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or any Common Element. Notwithstanding the foregoing, each Unit is an attached condominium Unit located in a building containing multiple units. The Unit may share one or more walls with other Units, including, without limitation, walls separating the floor of the Unit from the ceiling of another Unit and walls separating parts of one Unit from the garage of another Unit. As a result of this type of design and construction, occupants of the Unit may be subject to noise from adjoining units, including, without limitation, noise from water and plumbing systems (i.e.: toilets flushing, running dishwashers, showers, washing machines, etc.), garage doors opening and closing, cars driving in and out of garages, and noise from the inside of neighboring Units (i.e.: conversations, music, television, moving furniture, etc.). By accepting a deed to the Unit being purchased, each Co-owner releases the Developer, any builder, and their respective agents, employees, managers, and officers from any and all claims arising from a claim of harm or damage from any noise that is audible in or near the Unit being purchased from any other Unit adjacent to, above, below, next to, in front of, or behind the Unit being purchased.

Additionally, at certain times, and in some cases, in any Unit, there may be noise which can be heard from adjacent Units and/or garages. The regulation of noise levels caused by the playing of music, from parties or gatherings of people, the operation of tools, and other sources will be regulated by the Association.

ARTICLE VI
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of eighteen (18) Units numbered 1 through 18 inclusive. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as

prepared by Mason Brown & Associates, a copy of which is attached hereto as Exhibit B. Each Unit shall consist of the interior air space measured from the entire interior surface enveloping the Unit air space, including basement and garage areas; including (i) interior unpainted surfaces of inside walls; (ii) the inside surfaces of windows, doorwalls, doors and access panels; (iii) the unpainted interior surfaces of ceilings; and (iv) the interior and unfinished surfaces of the sub/floors and/or basement floor. In addition to the above described air space, each Unit shall also include all items, components, fixtures and mechanisms, from the point of connection inward, which provide the Unit with its plumbing, electrical, waste disposal, water, heating and air conditioning services, and a garage space will be dedicated to each unit either contained within a specific unit or dedicated and contained within a different building. Additionally, there are six (6) additional garage spaces contained within one structure will be available; one (1) garage space in said structure will be dedicated to a condominium unit, and five (5) spaces are "for sale" to residents in Brush Park Village North Condominium. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the Value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. Rights to use the General Common Elements shall not be increased or decreased as between Co-owners as a result of disparate assigned values; nor shall the assigned value of ownership in the Limited Common Elements increase or decrease the right to use Limited Common Elements as prescribed in this Master Deed and the Act. The total percentage value of the Condominium is one hundred (100%) percent.

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the 18 Units are equal.

ARTICLE VII EASEMENTS AND ENCUMBRANCES

The Condominium is subject to the following easements, restrictions, and agreements:

(a) By recordation of this Master Deed, Developer reserves the right and power to dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, the foregoing rights and powers may be exercised by the Association. Nothing herein shall be deemed to impose any obligation upon the Developer or the Association to dedicate any or all of the roads within the Condominium to public use and, in fact, Developer intends that the roads within the Condominium shall be a service drive.

(b) Upon approval by an affirmative vote of not less than fifty one (51%) percent of all Co-owners, in number and in value, the Association shall be empowered to sign petitions requesting establishment of a special assessment district pursuant to the provisions of applicable Michigan statutes providing for improvements financed by special assessments. In the event that a special assessment road project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium premises as a whole shall be borne equally by all Co-owners.

(c) Developer reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, the foregoing right and power may be exercised by the Association. The right to grant easements that is reserved in this paragraph (c) shall include the right to grant such easements as may reasonably be required by the City of Detroit or such other governmental agencies as shall have jurisdiction over the Condominium.

(d) If 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, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines. There shall exist easements of support with respect to any Unit interior wall which supports a common element.

(e) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the First Annual Meeting), in, on and over all Units, for access to the Units to conduct any activities authorized by this Master Deed or the Condominium By-Laws.

(f) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, 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, to fulfill their responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Condominium) 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 or to respond to any emergency or common need of the Condominium.

(g) Developer (on its behalf and on behalf of its successors or assigns) hereby reserves permanent easements for ingress and egress over the roads, parking areas and walks

in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water detention areas, all of which easements shall be for the benefit of the Future Development Area, whether or not such Future Development Area is hereafter added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by the Developer or its successors or assigns. These easements shall run with the land in perpetuity and shall survive the six (6) year period for adding the Future Development Area to the Condominium. Developer shall have no financial obligation to support such easements, except that any dwelling or commercial unit using the facilities constructed within the Condominium, including any such dwelling or commercial unit not included in the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the used facility, which share shall be determined pro rata according to the total number of dwelling units using such facility.

(h) Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from the City and any other applicable governmental entity and the Developer (during the Development and Sales Period), no improvement of any kind (including, without limitation, plantings or other materials, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit or building containing any Unit(s) once such finished grade is established.

(i) With respect to the service drive and/or drives to parking areas constructed within the Condominium, to the fullest extent permitted by law, the Association and its heirs, successors, personal representatives and assigns, agree to defend, pay on behalf of, indemnify, and hold harmless the City its elected and appointed officials, employees, and volunteers and others working on behalf of the City against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against them, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arise out of or are in any way connected or associated with the private roads within the Condominium including the use thereof or the maintenance, repair, and/or replacement thereof.

(j) The service drive and/or drives to parking areas within the Condominium as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of said areas in the Condominium on a regular basis in order to maximize their useful life and minimize repair and replacement costs. In the event that the Association fails to provide adequate maintenance, repair, or replacement of the herein mentioned service drive, the City may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the

deficiencies in maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the City may undertake such maintenance, repair, or replacement and the costs thereof plus a twenty-five (25%) administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual City tax roll.

(k) There shall exist for the benefit of the City or any emergency service agency, an easement over all service drive and/or drives to parking areas in the Condominium for use by the City and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The U.S. Postal Service shall also have an easement over the roads, alleys, parking areas in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

(l) The private rights of the Developer, the Co-owners and the Association in any road rights-of-way shall terminate upon conveyance of the rights-of-way to the City for public road purposes if and when such conveyance should occur.

m) Developer reserves the right to expand and enlarge the easements described above by amending this Master Deed and the Plan attached as Exhibit "B" pursuant to the right of amendment reserved in Article VIII, subparagraph (c) without the consent of any Co-Owner or Mortgagee.

ARTICLE VIII AMENDMENTS

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Amendments may be made and recorded by Developer or by the Association; provided that any amendment or modification to this Master Deed shall require the prior written consent of the Developer during the Development and Sales Period.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and Mortgagees of the Units (unless a greater majority is specified in the Condominium By-Laws). A Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To delete unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To amend the Condominium By-Laws, subject to any restrictions on amendments stated therein;

- (3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium By-Laws;
- (4) To clarify or explain the provisions of the Master Deed or its exhibits;
- (5) To comply with the Acts or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith;
- (7) To contract the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendment expressly permitted by this Master Deed;
- (8) To make, define or limit easements affecting the Condominium;
- (9) To bring Units as shown in the Condominium Subdivision Plan into conformance with the Units actually constructed since alternate Unit floor plans may be offered to prospective buyers;
- (10) To record an "as-built" Condominium Subdivision Plan;
- (11) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads in the Condominium are dedicated to public use to the City or any other governmental agency or to comply with the requirements of any governmental agency; provided, however, that no such amendment may alter the size of any Unit without the consent of the Co-owner and Mortgagee of the affected Unit.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

ARTICLE IX CONVERTIBLE AREAS

(a) The Common Elements and all Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article IX. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, as the same may be expanded pursuant to Article XII below, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefore, the maximum number of units in the Condominium, as it may be expanded, may not exceed twenty six (26) units.

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

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

(e) All modifications to Units and Common Elements made pursuant to this Article IX shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of one hundred (100%) percent for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

ARTICLE X
CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 26 Units on the land described in Article II, all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Condominium all or some portion of the land described in Article II, except that in no event may the project consist of fewer than two (2) Units (to be contained in a single building).

(b) Pursuant to the above and notwithstanding any other provision in this Master Deed to the contrary; the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording of this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two (2). There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the Contractible Area, nor is there any obligation to withdraw portions thereof in any particular order.

(c) In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article X as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project or projects (apartment-type or "site" condominium) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE XI
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the By-Laws, 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 XI. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

(a) By Developer. Until the First Annual Meeting, Developer reserves the sole right, (without the consent of any other Co-owner or any mortgagee of any Unit) to take the following actions:

(1) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. 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 the Developer, its successors or assigns.

(2) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. 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 the Developer, its successors or assigns.

(3) Amendments 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 consolidation or relocation of boundaries shall be separately identified by number. 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 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.

(4) Conformity with Laws and Ordinances. All actions taken under this Article XI must comply with all applicable laws and ordinances, including, without limitation, any approvals required by the City or any other governmental agency having jurisdiction thereover.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article.

ARTICLE XII DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Development and Sales Period, the Developer, its successors and assigns, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Development and Sales Period, Developer, its successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project. Developer shall pay the cost related to such use and restore the facilities to habitable status upon termination for such use.

ARTICLE XIV
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.

ARTICLE XV
ARCHITECTURAL CONTROL COMMITTEE

Brush Park Village North Condominium has been designated with the Certificate of Appropriateness by the Historic District Commission. Brush Park Village North Condominium is subject to the "Affidavit of Historic Designation Restrictions" as recorded in Liber 21244, p.337.

Except as otherwise expressly provided herein, the Architectural Control Committee (the "Committee") shall have exclusive jurisdiction over the rights of approval and enforcement set forth in this Master Deed and the Condominium By-Laws. The Developer shall have the exclusive right to appoint and remove all members of the Committee, in its sole discretion, until such time as certificates of occupancy have been issued for Residences on 100% of the Units in the Condominium Project. There shall be no surrender of this right prior to the issuance of certificates of occupancy of Residences in 100% of the Units in the Condominium Project, except in a written instrument in recordable form executed by Developer and specifically assigning to the Association the power to appoint and remove the members of the Committee. From and after the date of such assignment or later expiration of Developer's exclusive power of appointment and removal, the Committee shall be appointed by the Board of Directors of the Association, and Developer shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein. The Architectural Control Committee shall consist of at least one but no more than three persons. Neither Developer nor any member of the Committee shall be compensated from assessments collected from the members of the Association for the time expended in architectural control activities. The Developer shall be permitted to assign its right to appoint the members of the Architectural Control Committee by a written assignment, in recordable form, signed by the Developer and recorded with the Wayne County Register of Deeds.

ARTICLE XVI
FLOODPLAIN

The Condominium does not lie within a flood plain.

SIGNATURE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

WITNESSES:

SIGNED BY:

BRUSH PARK VILLAGE NORTH, L.L.C.,
a Michigan limited liability company


By: Russell Redmer
Its: Member
Russell Redmer

Robert F Trust
ROBERT F. TRUSTMAN

STATE OF MICHIGAN)
)
) : ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me Jandra J. Payne, by Russell Redner, a Member of Brush Park Village North, LLC, a Michigan limited liability company, a Member of Brush Park Village North, L.L.C., a Michigan limited liability company, on behalf of Brush Park Village North, L.L.C.

ge North, L.L.C.



NOTARY PUBLIC
County of Wayne, State of Michigan
My Commission Expires: 8/23/07

SANDRA J. PAYNE
Notary Public, Livingston County, MI
Acting in Capelle Co., MI
My Commission Expires 08/23/2007

DRAFTED BY AND RETURN TO:

Robert F. Trustman
Majestic Ventures
400 W. Monroe, Ste. 330
Detroit, MI 48226