

MASTER DEED

THE LOFTS AT NEW CENTER CONDOMINIUM

This Master Deed is made and executed on this 8th day of November, 2002, by Charter Oak Homes, Inc., a Michigan corporation, hereinafter referred to as the "Developer," the post office address of which is 41050 Vincenti Court, Novi, Michigan 48375, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the "Act").

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish The Lofts at New Center Condominium as a Condominium Project under the Act and declares that The Lofts at New Center Condominium (hereinafter referred to as the "Condominium", "Project", or "Condominium Project") 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 The Lofts at New Center Condominium, Wayne County Condominium Subdivision Plan No. 680. The Project consists of 45 attached townhouse Condominium Units with private entryways, located in eight buildings in Detroit's New Center Area. Units 1 through 16 and their appurtenant Common Elements have been identified on the Condominium Subdivision Plan as "must be built." All remaining Units are identified as "need not be built." The Project also contains an area of future development upon

which additional Condominium Units may be created. The engineering and architectural plans for the Project have been or will be filed with the City of Detroit, Wayne County, Michigan. The Condominium Project is established in accordance with the Michigan Condominium Act. The buildings contained in the Condominium, including the number, boundaries, dimensions, volume and area of each Unit, and the approximate location of Units not yet constructed, and the designation of Common Elements are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto and as described herein. Each building contains individual Units created for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II LEGAL DESCRIPTION

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

PARCEL "A"

LOTS 3 AND 4 EXCEPT THE EASTERLY 61.01 FEET BEING PART OF "LEGGET'S SUBDIVISION OF PART OF HENRY WEBER'S SUBDIVISION OF PART OF SECTIONS 55 AND 56, 10,000 ACRE TRACT", CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 21 OF PLATS ON PAGE 53, WAYNE COUNTY RECORDS ALSO, LOTS 7, 8 AND 9 EXCEPT THE EASTERLY 61.01 FEET OF "LOTHROP AND DUFFIELD'S SUBDIVISION OF PART OF QUARTER SECTIONS 55 AND 56, 10,000 ACRE TRACT", CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 17 OF PLATS ON PAGE 22, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF BETHUNE AVENUE (60 FEET WIDE) AND THE WESTERLY RIGHT-OF-WAY LINE OF WOODWARD AVENUE (100 FEET WIDE) AND PROCEEDING THENCE (S. 63°07'50" W. RECORD), S. 63°05'04" W. MEASURED ALONG THE NORTH LINE OF SAID BETHUNE AVENUE, SAID LINE BEING ALSO THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 61.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE OF BETHUNE AND SOUTH LINE OF LOT 7 (S. 63°07'50" W. RECORD), S. 63°05'04" W. MEASURED 138.93 FEET MEASURED TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE (N. 26°29'16" W. RECORD), N. 26°30'28" W. MEASURED ALONG THE EAST LINE OF A PUBLIC ALLEY (20 FEET WIDE), SAID LINE BEING ALSO THE WEST LINE OF SAID LOTS 7, 8 AND 9, "LOTHROP AND DUFFIELD'S SUBDIVISION OF PART OF

QUARTER SECTIONS 55 AND 56, 10,000 ACRE TRACT" AND SAID LOTS 3 AND 4 "LEGGET'S SUBDIVISION OF PART OF HENRY WEBER'S SUBDIVISION OF PART OF SECTIONS 55 AND 56, 10,000 ACRE TRACT", A DISTANCE OF (290.00 FEET RECORD), 290.19 FEET MEASURED TO THE NORTHWESTERLY CORNER OF SAID LOT 3; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF PALLISTER AVENUE (80 FEET WIDE) AND NORTHERLY LINE OF SAID LOT 3 (N. 63°08'54" E. RECORD), N. 63°05'35" E. MEASURED 138.93 FEET MEASURE; THENCE ALONG A LINE 61.01 FEET WESTERLY OF AND PARALLEL TO SAID WOODWARD AVENUE (S. 26°25'12" E. RECORD), S. 26°30'28" E. MEASURED A DISTANCE OF 290.17 FEET TO THE POINT OF BEGINNING CONTAINING 0.93 ACRES MORE OR LESS.

PARCEL "B"

LOTS 10, 11, 12, 13, 14 AND 15 OF "LOTHROP AND DUFFIELD'S SUBDIVISION OF PART OF QUARTER SECTIONS 55 AND 56, 10,000 ACRE TRACT", CITY OF DETROIT, WAYNE COUNTY MICHIGAN AS DESCRIBED IN LIBER 17 OF PLATS ON PAGE 22 WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SECOND AVENUE (80 FEET WIDE) AND THE NORTHERLY LINE OF BETHUNE AVENUE (60 FEET WIDE), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 21 OF SAID "LOTHROP AND DUFFIELD'S SUBDIVISION OF QUARTER SECTIONS 55 AND 56, 10,000 ACRE TRACT: THENCE (N. 63°07'50" E. RECORD), N. 63°05'04" E. 300.00 FEET ALONG SAID NORTH LINE OF SAID BETHUNE AVENUE TO THE SOUTHWEST CORNER OF LOT 15; PROCEEDING THENCE FROM SAID POINT OF BEGINNING (N. 26°29'16" W. RECORD) N. 26°30'28" W. 125.11 FEET ALONG THE WEST LINE OF LOT 15 TO A POINT ON THE SOUTH LINE OF A PUBLIC ALLEY (20 FEET WIDE); THENCE ALONG SAID LINE (N. 63°07'50" E. RECORD) N. 63°05'18" E. 300.00 FEET TO THE NORTHEAST CORNER OF LOT 10, ALSO BEING THE INTERSECTION OF SAID PUBLIC ALLEY AND A PUBLIC ALLEY (20 FEET WIDE) LYING ADJACENT TO THE EASTERLY LINE OF SAID LOT 10; THENCE ALONG THE WEST LINE OF SAID ALLEY AND EAST LINE OF LOT 10 (S. 26°29'16" E. RECORD) S. 26°30'28" E. 125.09 FEET TO A POINT ON SAID NORTH LINE OF BETHUNE AVENUE, ALSO BEING THE SOUTHEAST CORNER OF LOT 10; THENCE ALONG SAID NORTH LINE OF BETHUNE AVENUE (S. 63°07'50" W. RECORD) S. 63°05'04" W. 300.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.86 ACRES MORE OR LESS.

PARCEL "C"

LOTS 5 AND 6 EXCEPT THAT PART DEEDED FOR ALLEY WIDENING, AND THE EAST 1/2 OF LOT 7, ALL BEING PART OF "LEGGET'S SUBDIVISION OF PART OF HENRY WEBER'S SUBDIVISION OF PART OF SECTIONS 55 AND 56, 10,000 ACRE TRACT", CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 21 OF PLATS ON PAGE 53, WAYNE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PALLISTER AVENUE (80 FEET WIDE) WITH THE WESTERLY RIGHT-OF-WAY LINE OF

WOODWARD AVENUE (100 FEET WIDE) AND PROCEEDING THENCE (S. 63°08'54" W. 220.00 RECORD) S. 63°05'35" W. 219.94 FEET MEASURED TO THE NORTHEASTERLY CORNER OF SAID LOT 5 AND POINT OF BEGINNING; THENCE (S. 26°29'16" E. RECORD), S. 26°30'28" E. MEASURED ALONG THE WESTERLY LINE OF A 20 FOOT WIDE PUBLIC ALLEY (141.00 FEET RECORD), 141.10 FEET MEASURED; THENCE ALONG THE NORTHERLY RIGHT_OF_WAY LINE OF AN EAST_WEST PUBLIC ALLEY (24.00 FEET WIDE, AS WIDENED) (S. 63°07'50" W. RECORD), S. 63°05'18" W. MEASURED 55.00 FEET; THENCE (S. 26°29'16" E. RECORD), S. 26°30'28" E. MEASURED ALONG THE WESTERLY LINE OF THE EASTERLY 5.00 FEET OF SAID LOT 6, A DISTANCE OF 4.00 FEET; THENCE (S. 63°07'50" W.) RECORD, S. 63°05'18" W. MEASURED ALONG THE NORTHERLY LINE OF SAID EAST-WEST PUBLIC ALLEY (20 FEET WIDE), SAID LINE BEING ALSO PART OF THE SOUTHERLY LINE OF LOT 6 AND THE SOUTHERLY LINE OF THE EASTERLY 1/2 OF SAID LOT 7 A DISTANCE OF 70.00 FEET; THENCE (N. 26°29'16" W. RECORD), N. 26°30'28" W. MEASURED ALONG THE WESTERLY LINE OF THE EASTERLY 1/2 OF SAID LOT 7 A DISTANCE OF (145.00 FEET RECORD), 145.11 FEET MEASURED TO A POINT ON THE NORTHERLY LINE OF SAID LOT 7; THENCE (N. 63°08'54" E. RECORD), N. 63°05'35" E. MEASURED ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALLISTER AVENUE, SAID LINE BEING ALSO THE NORTHERLY LINE OF THE EASTERLY 1/2 OF SAID LOT 7 AND LOTS 5 & 6 A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.41 ACRES MORE OR LESS.

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, rules and regulations, if any, of The Lofts at New Center Condominium Association, deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Lofts at New Center Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means The Lofts at New Center Condominium 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. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of The Lofts at New Center Condominium Association, a Michigan non-profit corporation organized to administer, operate, manage, and maintain the Condominium.

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

Section 6. 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 7. 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 The Lofts at New Center Condominium as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" each mean The Lofts at New Center Condominium as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto. The Plan assigns a number to each Condominium Unit and includes a description of the location and approximate size of the Condominium Units and certain Common Elements.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final, amended, Master Deed which would describe The Lofts at New Center Condominium as a completed Condominium Project and shall reflect the entire land area if added to or withdrawn from the Condominium from time to time, and all Units and Common Elements therein, and which would express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Wayne County Register of Deeds, would supersede the previously recorded Master Deed for the Condominium and all amendments thereto. A consolidating master deed and plans showing the Condominium as built shall be recorded not later than 1 year after completion of construction in order to consolidate all phases or amendments of the Project. A copy of the recorded consolidating master deed shall be provided to The Lofts at New Center Condominium Association.

Section 11. Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer hereunder, 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 12. Co-owner or Owner. "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 Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner." "Co-owner" also includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents, except as provided otherwise.

Section 13. Developer. "Developer" means Charter Oak Homes, Inc., 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 14. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units 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 15. General Common Elements. "General Common Elements" means the Common Elements other than the Limited Common Elements.

Section 16. Limited Common Elements. "Limited Common Elements" means the Common Elements reserved in the Master Deed for the exclusive use of less than all of the Co-owners.

Section 17. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Section 18. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in The Lofts at New Center Condominium, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 19. Gender Terms. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate.

Section 20. Other Terms. Other terms that may be utilized in the Condominium Documents and that are not defined hereinabove shall have the meanings as provided in the Act.

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 not identified as Limited Common Elements, subject to the rights of the public, if any.
- (b) Roads. All internal roads, including the driveways, sidewalks and parking spaces designated on the Condominium Subdivision Plan that have not been dedicated to the public. All land contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the public in such roads and drives.
- (c) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.
- (d) Exterior Common Lighting. The exterior common lighting system throughout the Project, including all electrical transmission lines, lighting fixtures, and related equipment.
- (e) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.
- (f) Gas. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit, but not including the gas meter for each Unit.
- (g) Water. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures, but not including the water meter for each Unit.
- (h) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (i) Storm Sewer. The storm sewer system throughout the Project.
- (j) 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.

- (k) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, and floor construction between Unit levels and chimneys.
- (l) Monuments and Signs. The monuments and signs located throughout the Project.
- (m) Irrigation System. The underground irrigation system throughout the Condominium Project, including control clocks, meters, water shut-off valves, etc. if any.
- (n) Miscellaneous. Common corridors, vestibules, rubbish areas, not exclusively limited to any particular Unit.
- (o) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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.

Nothing herein shall obligate the Developer to construct any Unit, Common Element, or amenity herein described except as shown on the Condominium Subdivision Plan as "must be built."

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) Balconies. Each individual Unit balcony is restricted in use to the Co-owner of the Unit to which it is adjacent.
- (b) Air Conditioning Units. Each individual air conditioner compressor, its pad and other equipment and accessories related thereto together with the ground surface immediately below the pad, are restricted in use to the Co-owner of the Unit that such air conditioner unit services.
- (c) Windows, Screens, and Doors. The windows, screens, and doors in the Project are restricted in use to the Co-owner of the Unit to which such windows, screens, and doors are appurtenant.

- (d) Garage Doors and Openers. The garage door and its hardware, including the electric garage door opener, shall be limited in use to the Co-owner of the Unit that it services.
- (e) Interior Surface of Walls, Ceilings, and Floors. The interior unfinished surface of walls, ceilings, and floors between Units and Unit levels, including the garage, are limited to the exclusive use and enjoyment of the Co-owner of the Unit in which they are contained, except that there shall exist an easement through each of the foregoing for utilities or support necessary to other Units or Common Elements.
- (f) Fireplace and Combustion Chambers. The fireplace located in a Unit, if any, the flue, and the fireplace combustion chambers and chimneys, if any, shall be limited in use to the Unit served thereby.
- (g) Utility Meters. Utility meters are limited to the Unit served thereby.
- (h) Utility Services. Utility systems from the point connection for individual Unit service into and throughout the Unit served thereby.
- (i) Utility Meter Areas. Utility meter areas/rooms, if any, as depicted on Exhibit "B."
- (j) Heating and Cooling. Each heating and cooling system including, without limitation, all equipment and ductwork related throughout the Unit served thereby.
- (k) Skylights. The skylight(s) located in a Unit, if any, shall be limited in use to the Co-owner of the Unit in which the skylight(s) is located.
- (l) Mailboxes. Individual mailboxes are limited to the Unit to which they have been assigned.

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

- (a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association.
- (b) Limited Common Elements. The cost of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Co-Owner of the Unit including but not limited to the following:
 - (1) Balconies, Windows, Screens and Doors. The cost of maintenance, repair and replacement of all balconies, windows, screens and doors referred to in Section 2 of this Article shall be borne by each Unit Co-owner to which they are appurtenant. The uniform appearance of all

balconies, windows, screens and doors shall be maintained at all times in accordance with the site plan approved by the City of Detroit, and the Bylaws attached hereto. No changes in design, material, or color may be made without the express written approval of the Association (and the Developer during the Construction and Sales period).

- (2) Heating and Cooling Systems. The cost of maintenance, repair, removal and replacement of each heating and cooling system shall be borne by the Co-owner of the Unit to which such heating and cooling system is appurtenant.
- (3) Air Conditioner Compressors. The cost of maintenance, repair and replacement of each air conditioner compressor, its pad and other equipment and accessories related thereto referenced in Section 2 above shall be borne by the Co-owner of the Unit to which such air conditioner compressor is appurtenant. Any maintenance, repair, or replacement of the Air Conditioner Compressor or its pad must receive the prior written approval of the Association and the written approval of the Developer during the Construction and Sales Period.
- (4) Fireplaces and Combustion Chambers. The costs of maintenance, repair and replacement of the gas fireplace located within a Unit, if any, the flue and the fireplace combustion chamber in any Unit shall be borne by the Co-owner of such Unit. Any maintenance, repair, or replacement to said flue must receive the prior written approval of the Association and the written approval of the Developer during the Construction and Sales Period.
- (5) Garage Doors and Openers. The costs of maintenance, repair and replacement of each garage door and optional electric garage door opener referred to in Section 2 shall be borne by the Co-owner of the Unit to which they are appurtenant; however, the Association shall be responsible for painting garage door exteriors. Any maintenance, repair and/or replacement of the garage doors that creates a change in the exterior appearance of Unit shall be subject to the prior express written approval of the Association, and written approval of the Developer during the Construction and Sales Period.
- (6) Interior Surfaces. The costs of decoration, maintenance, repair, and replacement of all interior surfaces referred to in Section 2 shall be borne by the Co-owner of each Unit to which such Limited Common Element is appurtenant.
- (7) Skylights. The costs of maintenance, repair and replacement of each skylight referenced in Section 2 hereinabove, if any, including any incidental damage caused thereby to a Common Element and/or

other Unit, shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant; provided, however, that any maintenance, repair and/or replacement of such Limited Common Element must receive the prior written approval of the Association to ensure the safety of the structures and residents of the Condominium. Any change in the exterior appearance of said Limited Common Element shall be subject to the prior, express written approval of the Association, and shall be subject to the written approval of the Developer during the Construction and Sales Period.

(8) Utility Meters. Co-owners shall be responsible for the maintenance, repair, removal and replacement of the utility meters that serve their respective Units.

(9) Water and Gas Systems. Co-owners shall be responsible for the maintenance, repair, removal and replacement of the water and gas systems from the point of connection to the meter, into and throughout their respective Units.

(c) Roadways. Some of the roadways within the Project may become dedicated to the public in the future. Until such time as the roadways become dedicated, all expenses of maintenance, repair, replacement, and resurfacing of any road shall be the responsibility of the Co-owners of The Lofts at New Center Condominium. Maintenance, repair, replacement, and resurfacing of any roadways, drives, and parking areas that are not dedicated to the public shall remain the responsibility of the Co-owners of The Lofts at New Center Condominium. Items constructed in the road right of way by the Developer, including without limitation, sidewalks, street trees, irrigation systems, signage, and street lighting, shall be maintained by the Association on behalf of all Co-owners of The Lofts at New Center Condominium. Following dedication, The Lofts at New Center Condominium Association, upon the affirmative vote of not less than 51% of the Co-owners, shall be vested with the power and authority to sign petitions requesting the establishment of a special assessment district pursuant to the provisions of applicable Michigan statutes for improvements of roads within or adjacent to the Condominium Premises. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners. If at any time the City or County determines that the private roadways within the Project are not being adequately maintained, repaired or replaced, the City or County may serve written notice of such deficiency upon the Association demanding that the deficiencies be cured within a state period of time. If such deficiencies are not cured, the City or County may undertake such maintenance, repair, or replacement and the costs thereof plus a 15% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual tax roll.

- (d) Public Roadways and Alleys. The Association in its sole discretion may undertake maintenance, repair, and replacement, including snow removal, of the public roadways and alleyways adjacent to the Condominium Project as depicted on Exhibit "B" hereto.
- (e) Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment, and any telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems, and equipment, and any telecommunications systems shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Telephone, water, electric, and natural gas mains shall be installed with proximity to, but not necessarily within, the Units. Utilities shall be metered to each Unit for payment by the Co-owner thereof.
- (f) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair and replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.
- (g) Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. No Limited Common Element, if created, may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to which Unit the same is appurtenant.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Lofts at New Center Condominium as prepared by Zeimet Wozniak, 28450 Franklin Road, Southfield, Michigan 48034. 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. The dimensions shown on foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Zeimet Wozniak, 28450 Franklin Road, Southfield, Michigan 48034

In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such Specific Unit in the same manner and to the same extent as the measured foundation plan.

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, anticipated sales prices of the Units, nature of the Units (residential/commercial) with the resulting percentages reasonably adjusted to total 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 expenses of the administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. Percentage of Value Assignment. The percentages of value assigned to individual Units as a result of the application of the formula described in Article V, Section 2 hereof are as follows:

| Unit Number | Percentage of Value Assigned | Unit Number | Percentage of Value Assigned |
|-------------|------------------------------|-------------|------------------------------|
| 1 | 2.2222 | 11 | 2.2222 |
| 2 | 2.2222 | 12 | 2.2222 |
| 3 | 2.2222 | 13 | 2.2222 |
| 4 | 2.2222 | 14 | 2.2222 |
| 5 | 2.2222 | 15 | 2.2222 |
| 6 | 2.2222 | 16 | 2.2222 |
| 7 | 2.2222 | 17 | 2.2222 |

| | | | |
|----|--------|-------|---------|
| 8 | 2.2222 | 18 | 2.2222 |
| 9 | 2.2222 | 19 | 2.2222 |
| 10 | 2.2222 | 20 | 2.2222 |
| 21 | 2.2222 | 34 | 2.2222 |
| 22 | 2.2222 | 35 | 2.2222 |
| 23 | 2.2222 | 36 | 2.2222 |
| 24 | 2.2222 | 37 | 2.2222 |
| 25 | 2.2222 | 38 | 2.2222 |
| 26 | 2.2222 | 39 | 2.2222 |
| 27 | 2.2222 | 40 | 2.2222 |
| 28 | 2.2222 | 41 | 2.2222 |
| 29 | 2.2222 | 42 | 2.2222 |
| 30 | 2.2222 | 43 | 2.2222 |
| 31 | 2.2222 | 44 | 2.2222 |
| 32 | 2.2222 | 45 | 2.2222 |
| 33 | 2.2222 | TOTAL | 100.00% |

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 expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

**ARTICLE VI
EXPANSION OF CONDOMINIUM**

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of this Condominium and consisting of forty-five (45) Units is intended to be the first phase of an expandable Condominium under the Act. Subsequent phases of the Condominium Project may add land to the Condominium Project upon which additional Units will be constructed. In its entirety, the Project may contain twenty-one buildings with a total of one hundred and four (104) Units. Units created in the expansion may be commercial, residential, or mixed use units. The Developer reserves the right to subject Units added to the

Project, i.e. commercial or mixed use, to separate restrictions and methods of assessing for expenses, as well as, subjecting such Units to membership in a commercial association as determined in the sole judgment of the Developer. Additional Units, if any, may be constructed upon all or some portion or portions of the following described land:

PARCEL "D"

THE EASTERLY 60.01 FEET OF LOTS 3 AND 4, BEING PART OF "LEGGET'S SUBDIVISION OF PART OF HENRY WEBER'S SUBDIVISION OF PART OF SECTIONS 55 AND 56, 10,000 ACRE TRACT", CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 21 OF PLATS ON PAGE 53, WAYNE COUNTY RECORDS. ALSO, THE EASTERLY 60.01 FEET OF LOTS 7, 8 AND 9 OF "LOTHROP AND DUFFIELD'S SUBDIVISION OF PART OF QUARTER SECTIONS 55 AND 56, 10,000 ACRE TRACT", CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 17 OF PLATS ON PAGE 22, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BETHUNE AVENUE (60 FEET WIDE) AND THE WESTERLY RIGHT-OF-WAY LINE OF WOODWARD AVENUE (100 FEET WIDE) AND PROCEEDING THENCE (S. 63°07'50" W. RECORD), S. 63°05'04" W. MEASURED ALONG SAID NORTH LINE OF BETHUNE AVENUE, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 7 A DISTANCE OF 60.01 FEET; THENCE ALONG A LINE PARALLEL TO SAID WOODWARD AVENUE (N. 26°25'12" W. RECORD), N. 26°30'28" W. MEASURED A DISTANCE OF 290.17 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF PALLISTER AVENUE (80 FEET WIDE) AND NORTHERLY LINE OF SAID LOT 3 (N. 63°08'54" E. RECORD), N. 63°05'35" E. MEASURED 60.01 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WOODWARD AVENUE, ALSO BEING THE EASTERLY LINE OF LOTS 3 AND 4 "LEGGET'S SUBDIVISION OF PART OF HENRY WEBER'S SUBDIVISION OF PART OF SECTIONS 55 AND 56, 10,000 ACRE TRACT" AND LOTS 7, 8 AND 9. "LOTHROP AND DUFFIELD'S SUBDIVISION OF PART OF QUARTER SECTIONS 55 AND 56, 10,000 ACRE TRACT" (S. 26°29'16" E. 290.00 FEET RECORD), S. 26°30'28" E. 290.16 FEET MEASURED TO THE POINT OF BEGINNING CONTAINING 0.40 ACRES MORE OR LESS.

PARCEL "E"

LOTS 3 AND 4 OF "STONE, TODD & CO'S SUBDIVISION OF LOTS 1, 2 AND 3 OF PLAT OF CENTER PART OF QUARTER SECTIONS FIFTY FIVE AND FIFTY SIX OF THE TEN THOUSAND ACRE TRACT AND LOTS 41, 42, 43 AND 44 OF HENRY WEBER'S SUBDIVISION OF QUARTER SECTIONS FIFTY FIVE AND FIFTY SIX OF THE TEN THOUSAND ACRE TRACT", CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 18 OF PLATS ON PAGE 99, WAYNE COUNTY RECORDS, AND LOTS 1 AND 2 OF "LEGGET'S SUBDIVISION OF PART OF HENRY WEBER'S SUBDIVISION OF PART OF SECTION FIFTY FIVE AND FIFTY SIX OF THE TEN THOUSAND ACRE TRACT", CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 21 OF PLATS ON PAGE 53, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF PALLISTER AVENUE (80 FEET WIDE) WITH THE WESTERLY LINE OF WOODWARD AVENUE (100 FEET WIDE), SAID POINT BEING ALSO THE SOUTHEASTERLY CORNER OF LOT 2 OF SAID "LEGGETS SUBDIVISION"; PROCEEDING THENCE FROM SAID POINT OF BEGINNING (S. 63° 08'54" W.) RECORD, S. 63°05'35" W. MEASURED ALONG THE NORTHERLY LINE OF SAID PALLISTER AVENUE, SAID LINE BEING ALSO PART OF THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF (175.00 FEET) RECORD, 174.99 FEET MEASURED TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE (N. 26°30'22" W.) RECORD, N. 26°30'28" W. MEASURED ALONG THE EASTERLY LINE OF A PUBLIC ALLEY (20 FEET WIDE), SAID LINE BEING ALSO THE WESTERLY LINE OF LOTS 2 AND 1 OF SAID "LEGGETS SUBDIVISION" AND THE WESTERLY LINE OF SAID LOTS 3 AND 4 OF SAID "STONE, TODD & CO'S SUBDIVISION", A DISTANCE OF (262.45 FEET) RECORD, 263.80 FEET MEASURED TO THE NORTHWESTERLY CORNER OF SAID LOT 3; THENCE (N. 63°48'34" E. 175.00 FEET) RECORD, N. 63°45'23" E. 174.99 FEET MEASURED ALONG THE SOUTHERLY LINE OF DELAWARE AVENUE (60 FEET WIDE), SAID LINE BEING ALSO THE NORTHERLY LINE OF SAID LOT 3; THENCE (S 26°30'22" E.) RECORD, S. 26°30'28" E. MEASURED ALONG THE WESTERLY LINE OF SAID WOODWARD AVENUE (100 FEET WIDE), SAID LINE BEING ALSO THE EASTERLY LINE OF LOTS 3 AND 4 OF SAID "STONE, TODD & CO'S SUBDIVISION" AND LOTS 1 AND 2 OF "LEGGET'S SUBDIVISION" A DISTANCE OF (261.30 FEET) RECORD, 261.77 FEET MEASURED TO THE POINT OF BEGINNING CONTAINING 1.06 ACRES SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL "F"

LOTS 1 AND 2 BLOCK 1 AND THE WESTERLY 33.00 FEET OF LOT 3, BLOCK 1 OF "BECK'S SUBDIVISION OF PART OF QUARTER SECTIONS 55 AND 56, TEN THOUSAND ACRE TRACT", CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 4 OF PLATS ON PAGE 59, WAYNE COUNTY RECORDS AND LOTS 1 AND 2 OF "STONE, TODD & CO'S SUBDIVISION OF LOTS 1, 2 AND 3 OF PLAT OF CENTER PART OF QUARTER SECTIONS 55 AND 56 OF THE TEN THOUSAND ACRE TRACT AND LOTS 41, 42, 43 AND 44 OF HENRY TRACT", AS RECORDED IN LIBER 18 OF PLATS ON PAGE 99, WAYNE COUNTY RECORDS, INCLUDING VACATED PARKMAN AVENUE LYING SOUTHERLY OF AND ADJACENT TO LOT 1, BLOCK 1, OF SAID "BECK'S SUBDIVISION" AND NORTHERLY OF AND ADJACENT TO LOT 1 OF SAID "STONE, TODD & CO'S SUBDIVISION", BEING PART OF THE "PLAT OF CENTER PART OF QUARTER SECTIONS FIFTY FIVE AND FIFTY SIX IN THE TEN THOUSAND ACRE TRACT", AS RECORDED IN LIBER 1 OF PLATS ON PAGE 108, WAYNE COUNTY RECORDS ALL BEING LOCATED IN THE CITY OF DETROIT, WAYNE COUNTY MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF WOODWARD AVENUE (100 FEET WIDE) THE NORTHERLY LINE OF DELAWARE AVENUE (60 FEET WIDE), SAID POINT BEING ALSO THE SOUTHEASTERLY CORNER OF LOT 2 OF SAID "STONE, TODD & CO'S SUBDIVISION" (LIBER 18 OF PLATS, PAGE 99,

WAYNE COUNTY RECORDS); PROCEEDING THENCE FROM SAID POINT OF BEGINNING (S. 63°48'34" W.) RECORD, S. 63°45'23" W. MEASURED ALONG THE NORTHERLY LINE OF SAID DELAWARE AVENUE, SAID LINE BEING ALSO THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF (175.00 FEET) RECORD, 174.98 FEET MEASURED TO THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE (N. 26°25'12" W.) RECORD, N. 26°30'28" W. MEASURED ALONG THE EASTERLY LINE OF PUBLIC ALLEY (20 FEET WIDE), SAID LINE BEING ALSO THE WESTERLY LINE OF LOTS 1 AND 2 OF SAID "STONE, TODD & CO'S SUBDIVISION", THE WESTERLY END OF VACATED PORTION OF PARKMAN AVENUE OF SAID "PLAT OF CENTER PART OF QUARTER SECTIONS FIFTY FIVE AND FIFTY SIX IN THE TEN THOUSAND ACRE TRACT" (LIBER 1 OF PLATS, PAGE 108, WAYNE COUNTY RECORDS) AND THE WEST LINE OF LOTS 1, 2, AND 3, BLOCK 1, OF SAID "BECK'S SUBDIVISION" (LIBER 4 OF PLATS, PAGE 59, WAYNE COUNTY RECORDS), A DISTANCE OF (325.95 FEET) RECORD, 324.59 FEET MEASURED TO THE POINT OF INTERSECTION OF SAID ALLEY LINE WITH THE SOUTHERLY LINE OF SEWARD AVENUE (80 FEET WIDE), AS OCCUPIED, SAID POINT BEING ALSO THE NORTHWESTERLY CORNER OF SAID LOT 3, AS OCCUPIED; THENCE (N. 63°48'34" E.) RECORD, N. 63°50'39" E. MEASURED ALONG THE SOUTHERLY LINE OF SAID SEWARD AVENUE, AS OCCUPIED, SAID LINE BEING ALSO PART OF THE NORTHERLY LINE OF SAID LOT 3, AS OCCUPIED, A DISTANCE OF 33.00 FEET TO A POINT; THENCE (S. 26°25'12" E.) RECORD, S. 26°30'28" E. MEASURED ALONG THE EASTERLY LINE OF THE WESTERLY 33.00 FEET OF SAID LOT 3, A DISTANCE OF (58.33 FEET) RECORD, 58.11 FEET MEASURED TO A POINT ON THE NORTHERLY LINE OF LOT 2, BLOCK 1 OF SAID SUBDIVISION; THENCE (N. 63°48'34" E.) RECORD, N. 63°48'53" E. MEASURED ALONG PART OF THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF (142.00 FEET) RECORD, 141.98 FEET MEASURED TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE (S. 26°25'12" E.) RECORD, S. 26°30'28" E. MEASURED ALONG THE WESTERLY LINE OF SAID WOODWARD AVENUE, SAID LINE BEING ALSO THE EASTERLY LINE OF SAID LOTS 1 & 2 OF SAID "BECK'S SUBDIVISION", THE EASTERLY END OF SAID VACATED PORTION OF PARKMAN AVENUE AND THE EASTERLY LINE OF LOTS 1 AND 2 OF SAID "STONE, TODD & CO'S SUBDIVISION", A DISTANCE OF (267.62 FEET) RECORD, 266.28 FEET MEASURED TO THE POINT OF BEGINNING CONTAINING 1.11 ACRES SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL "G"

LOTS 66 THROUGH 70 INCLUSIVE OF "STONE, TODD & CO'S SUBDIVISION OF LOTS 1, 2 AND 3 OF PLAT OF CENTER PART OF QUARTER SECTIONS FIFTY FIVE AND FIFTY SIX OF THE TEN THOUSAND ACRE TRACT AND LOTS 41, 42, 43 AND 44 OF HENRY WEBER'S SUBDIVISION" OF QUARTER SECTIONS FIFTY FIVE AND FIFTY SIX OF THE TEN THOUSAND ACRE TRACT", AS RECORDED IN LIBER 18 OF PLATS ON PAGE 99, WAYNE COUNTY RECORDS, AND THE SOUTHERLY 13 FEET OF VACATED PARKMAN AVENUE LYING NORTHERLY OF AND ADJACENT TO SAID LOTS 66 THROUGH 70 INCLUSIVE, BEING PART OF THE "PLAT OF CENTER PART OF QUARTER SECTIONS FIFTY FIVE AND FIFTY SIX IN

THE TEN THOUSAND ACRE TRACT", AS RECORDED IN LIBER 1 OF PLATS ON PAGE 108, WAYNE COUNTY RECORDS, ALL BEING LOCATED IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 70 OF SAID "STONE, TODD & CO'S SUBDIVISION", (LIBER 18 OF PLATS, PAGE 99, WAYNE COUNTY RECORDS), SAID POINT BEING DISTANT (S. 63°48'34" W.) RECORD, S. 63°45'23" W. MEASURED (195 FEET) RECORD, 194.98 FEET MEASURED ALONG THE NORTHERLY LINE OF DELAWARE AVENUE (60 FEET WIDE), FROM THE NORTHWESTERLY CORNER OF WOODWARD AVENUE (100 FEET WIDE) AND SAID DELAWARE AVENUE; PROCEEDING THENCE FROM SAID POINT OF BEGINNING (S. 63°48'34" W.) RECORD, S. 63°45'23" W. MEASURED ALONG THE NORTHERLY LINE OF SAID DELAWARE AVENUE SAID LINE BEING ALSO THE SOUTHERLY LINE OF LOTS 70 THROUGH 66 OF SAID "STONE, TODD, & CO'S SUBDIVISION", A DISTANCE OF (225.00 FEET) RECORD, 224.98 FEET MEASURED TO THE SOUTHWESTERLY CORNER OF SAID LOT 66; THENCE (N. 26°25'12" W.) RECORD, N. 26°30'28" W. MEASURED ALONG THE WESTERLY LINE OF SAID LOT 66 AND ITS NORTHERLY EXTENSION ACROSS THE SOUTHERLY 13.00 FEET OF VACATED PARKMAN AVENUE OF SAID "PLAT OF CENTER PART OF QUARTER SECTIONS FIFTY FIVE AND FIFTY SIX IN THE TEN THOUSAND ACRE TRACT", (LIBER 1 OF PLATS, PAGE 108, WAYNE COUNTY RECORDS), A DISTANCE OF (130.96 FEET) RECORD, 130.56 FEET MEASURED TO A POINT ON THE SOUTHERLY LINE OF AN EAST/WEST PUBLIC ALLEY (20 FEET WIDE); THENCE (N. 63°48'34" E.) RECORD, N. 63°47'31" E. MEASURED ALONG THE SOUTHERLY LINE OF SAID EAST/WEST PUBLIC ALLEY, SAID LINE BEING ALSO THE NORTHERLY LINE OF THE SOUTHERLY 13.00 FEET OF SAID VACATED PARKMAN AVENUE, A DISTANCE OF (225.00 FEET) RECORD, 224.98 FEET MEASURED TO THE POINT OF INTERSECTION OF SAID ALLEY LINE WITH THE WESTERLY LINE OF A NORTH/SOUTH PUBLIC ALLEY (20 FEET WIDE); THENCE (S. 26°25'12" E.) RECORD, S. 26°30'28" E. MEASURED ALONG THE WESTERLY LINE OF SAID NORTH/SOUTH PUBLIC ALLEY, SAID LINE BEING ALSO THE EASTERLY END OF THE SOUTHERLY 13.00 FEET OF VACATED PARKMAN AVENUE OF SAID "PLAT OF CENTER PART OF QUARTER SECTIONS FIFTY FIVE AND FIFTY SIX IN THE TEN THOUSAND ACRE TRACT" AND THE EASTERLY LINE OF LOT 70 OF SAID "STONE, TODD & CO'S SUBDIVISION", A DISTANCE OF (130.96 FEET) RECORD, 130.42 FEET MEASURED TO THE POINT OF BEGINNING CONTAINING 0.67 ACRES OF LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the Area of future Development and the construction of Condominium Units thereon. This period may be extended with the prior approval of sixty-six and two-thirds (66

2/3%) of all Co-Owners eligible to vote. The location, nature, appearance, design (interior and exterior), structural components, and common elements of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion. Additional Unit areas may include mixed residential and commercial use.

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

ARTICLE VII CONTRACTION OF CONDOMINIUM

Section 1. Contractible Area. Although the Condominium established pursuant to this Master Deed consists of forty-five (45) Units, which may be expanded to contain a maximum of one hundred and four (104) Units as provided by Article VI above, the Developer reserves the right to contract the size of the Condominium so as to contain no fewer than sixteen (16) Units, by withdrawing all or any portion of the land and Units from the Condominium identified as "need not be built" on the Condominium Subdivision Plan attached as Exhibit "B", and/or by withdrawing all or any portion of such additional land or Units as may be added through subsequent amendments to this Master Deed, by withdrawing any Common Elements including, without limitation, utilities not required to service the remaining Units and Limited Common Elements adjacent to withdrawn Units (hereinafter referred to as the "Contractible Area"). In the event any Common Elements are withdrawn or contracted out of the Condominium, the Developer reserves and established easements over such remaining Common Elements as may be necessary to ensure ingress and egress for the remaining Units and to and from the lands withdrawn from the Project together with any necessary cost sharing obligation for the maintenance, repair and replacement thereof. Developer reserves the right to use any portion of the land so withdrawn to establish in its sole discretion, a rental development, or a separate condominium project (or projects) or any other form of development, or to retain or sell as undeveloped land. Developer further reserves the right, subsequent to such withdrawal, to expand the Project so contracted to include all or any portion of the land withdrawn for a period ending six (6) years from the date of recording this Master Deed.

Section 2. Decrease in Number of Units. Any other provision of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer or its successors or assigns, from time to time, within a period no later than six (6) years from the date of recording this Master Deed, be reduced to no less than sixteen (16) Units by withdrawing any portion, or all, of the Contractible Area from the Condominium. This period may be extended with the prior approval of sixty-six and two-thirds percent (66 2/3

%) of all Co-owners in number and in value who are eligible to vote. There are no restrictions on the election of the Developer to contract the size of the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to withdraw portions of the Contractible Area from the Condominium in any particular order.

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

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

amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

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

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

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

(b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of

Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyance between or among the Co-owners involved in relocation of boundaries. The Co-owners that request relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

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

ARTICLE IX CONVERTIBLE AREA

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

ARTICLE X OPERATIVE PROVISIONS

The provisions as set forth below shall govern any subdivision, consolidation, conversion, expansion, or other modification in the Project pursuant to Articles VI, VII, VIII or IX above.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such subdivision, consolidation, conversion, expansion, or other modification of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship

among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve, and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractible area from the roadways and sidewalks located in the Project.

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the City of Detroit. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

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

Section 6. Expiration of Rights. Notwithstanding anything herein to the contrary, if the Developer has not completed the development and construction of the entire Project, including proposed improvements whether identified as "Must be Built" or "Need not be Built," during a period ending 10 years from the date of commencement or construction by the Developer of

the Project, the Developer, its successors, or assigns have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees or Units in the Project, or any other party having an interest in the Project. If the Developer has exercised any of its rights contained in the Master Deed permitting the expansion, contraction, or rights of convertibility of Units or Common Elements, then the time period is 6 years from the date the Developer exercised its rights with respect to the expansion, contraction, or right of convertibility, whichever right was exercised last. The undeveloped portion of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before the expiration of the time periods, such lands shall remain part of the Project, as General Common Elements and all rights to construct Units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the Percentages of Value.

ARTICLE XI EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element.

Section 2. Easements Retained by Developer.

- (a) Ingress and Egress. The Developer hereby reserves permanent nonexclusive easements for ingress and egress over the roads, driveways, and walks, if any, 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 retention and detention areas, all of which easement shall be for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.

- (b) Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, all future owners of the land described in Article II or any portion or portions thereof, and all future owners of the land described in Article VI Area of Future Development or any portion or portions thereof,

including any land that may be withdrawn from time to time as reserved in this Master Deed, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II and all or any portion of the parcel described in Article VI, including any land that may be withdrawn from time to time as reserved in this Master Deed. All expenses of maintenance, repair, replacement and resurfacing of any roadway or drive shall be shared by this Condominium and any developed portions of the land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in this Master Deed and whose closest means of access to a public road is over such drive or drives.

- (c) Right to Dedicate. The Developer reserves the right at any time during the Construction and Sales Period to dedicated to the public a right-of-way of such width as may be required by the local public authority over any and all of the roadways in The Lofts at New Center Condominium, and over any and all of the roadways located or to be located on the land described in Article VI Area of Future Development or any portion or portions thereof. Any such right-of-way dedication may be made by the Developer without the notice or consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and by recording same with the Wayne County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. All person acquiring an interest in the Condominium, including without limitation all Co-owners and mortgagees, shall be deemed to have irrevocably appointed the Developer and its successors 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 100% of the Units in the Condominium, the Association may exercise the foregoing rights and powers.
- (d) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, and all future owners of the land described in Article VI Area of Future Development or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair, replacement

shall be shared by this Condominium and any developed portions of the land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in this Master Deed which are served by such utility provided, however the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. The Developer further reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade in any portion of the Condominium Premises in order to preserve and/or facilitate surface drainage in a portion of or all of the land described in Article VI, including any land withdrawn from time to time as reserved in this Master Deed.

- (e) 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, over, under and across the land described in Article VI Area of Future Development or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in this Master Deed, 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.
- (f) Construction and Sales Period. The Developer reserves the right at any time during the Construction and Sales Period to maintain reasonable facilities, including but not limited to, signage, commercial lighting, marketing and sales offices, business offices, construction offices, model Units, storage areas, and parking facilities to facilitate the construction and sales of the Project. During the Construction and Sales Period, the Developer may invite the general public, and/or government officials and entities, and/or the media to enter upon the Condominium for purposes of sales and marketing events of the Developer and of the Project. During the Construction and Sales Period, and forever thereafter, the Developer reserves the unrestricted right to the use of the "The Lofts at New Center Condominium" name and/or any derivative of same together with any other identifying phrases, marks, logos, photographs, drawings, designs, plans, signage, and marketing and promotional materials associated with the Project and may use them for any and all purposes. The Developer further reserves an access easement for ingress and egress over, across, and through the Project as may be necessary to enable the construction, marketing and sale of the entire

Project. The Developer may assign the easements and rights contained in this paragraph without notice or consent of the Co-owners.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; 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, the City of Detroit, 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, maintain, repair, replace, and operate any utility, storm sewer, storm drain, or water main easement within the land described in Article II hereof, land described in Article VI Area of Future Development or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in this Master Deed, 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.

Section 6. Emergency Access Easement. There shall exist for the benefit of all Co-owners, their guests and invitees, the City of Detroit, and any and all police agency and emergency vehicles an easement for ingress and egress over the Condominium Premises, land described in Article VI Area of Future Development or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in this Master Deed. This

easement shall not obligate the City or County to any maintenance or repair obligations with respect to any private roadways within the Condominium.

ARTICLE XII AMENDMENT

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

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

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

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend 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, 85% of non-developer Co-owners, and 85% 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.

Section 7. City of Detroit Approval. The Condominium Project shall at all times be maintained in a manner consistent with the approved site plan and the ordinances of the City of Detroit. No provision of this Master Deed or other Condominium Document shall be amended to affect any current or future rights and/or obligations of the City of Detroit without obtaining the prior written consent of the City.

**ARTICLE XIII
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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CHARTER OAK HOMES, INC.
a Michigan corporation


By: 

Bernard Glieberman

Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 23rd day of September, 2002, the foregoing Master Deed was acknowledged before me by Bernard Glieberman the President of Charter Oak Homes, Inc. on behalf of the company.



Patricia A. Gorton, Notary Public,
Wayne County, Michigan
Acting in Oakland County, Michigan
My commission expires: 10.19.2005

NO INTEREST IN REAL ESTATE IS BEING CONVEYED BY THIS MASTER DEED.
NO REVENUE STAMPS ARE REQUIRED.

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

When recorded, return to drafter.