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Receipt #121156

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Bernard J. Youngblood
Wayne Co. Register of Deeds

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

\$168.00 DEED

\$6.00 REMONUMENTATION

MASTER DEED

476 PRENTIS CONDOMINIUM

PREAMBLE

This Master Deed is made and executed on this 30th day of November, 2005, by Prentis Development, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer," the mailing address of which is 23238 Woodward Avenue, Ferndale, Michigan 48220, 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."

RECITAL:

The Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with 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 476 Prentis Condominium as a Condominium Project under the Act with seven Units and does declare that 476 Prentis Condominium (hereinafter referred to as the "Condominium," "Project," "Development" or the "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 and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns and shall be together with and subject to all easements and restrictions of record and all governmental limitations. In furtherance of the establishment of the Condominium Project, it is provided as follows:

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument.

JAN 3 1 2006

EXAMINED AND APPROVED
DATE JAN 13 2006

BY SSK

NORMAN C. DUPIUE
PLAT ENGINEER

No. 5775 Clerk *W. Milford*
Treasurer, City of Detroit

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT 2005 not examined

No. 4386 *Raymond W. Young* Date 1-31-06
WAYNE COUNTY TREASURER Clerk *D. Parker*

(02-000911)
2 UNITS

01-31-2006 2204396
DEEDS
4.00

48.00
DEEDS
44132
2:27PM
3003
90/13/10

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as 476 Prentis Condominium, Wayne County Condominium Subdivision Plan No. 894. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is intended for residential purposes and 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 as are designated, described and limited in this Master Deed.

ARTICLE II LEGAL DESCRIPTION

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

Property located in the City of Detroit, Wayne County, Michigan, described as follows:

Lot 10 and the West 2.00 feet of Lot 11 of Canfield's Subdivision of Outlot 101 of the subdivision of the Cass Farm recorded in Liber 13 of Plats, Page 27, Wayne County Records, being more particularly described as beginning at the Northeasterly Right-of-Way intersection of Prentis Avenue (60.00 feet wide) and a public alley (width varies) as evidenced in said Canfield's Subdivision of Outlot 101 of the Subdivision of the Cass Farm also being the Southwestern corner of said Lot 10, Thence along the southwesterly line of said Lot 10 N.22°47'00" W., 105.00 feet to the northwestern corner of said Lot 10; thence along the northwesterly line of said Lots 10 and 11 N. 67°10'00" E., 43.00 feet; thence S.22°47'00"E., 105.00 feet to a point on the northwesterly right-of-way of said Prentis Avenue also being the southeasterly line of said Lot 11; thence along the northwesterly right-of-way of said Prentis Avenue and the southeasterly line of said Lots 10 and 11 S.67°10'00" W., 43.00 feet to the point of beginning.

Containing 4,515 square feet or 0.10 acres

2/911

1-13-06
PER ASSESSORS *AK*

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the 476 Prentis Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in 476 Prentis 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 476 Prentis Condominium Association, 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. 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.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. City. "City" means the City of Detroit, a Michigan municipal corporation, located in Wayne County, Michigan, and all successors thereto.

Section 5. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

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 and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to 476 Prentis Condominium as described above.

Section 8. Condominium Project, Condominium, Project or Development. "Condominium Project"; "Condominium," "Project" or "Development" means 476 Prentis Condominium as a Condominium Project.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B. hereto.

Section 10. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

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

Section 12. Development and Sales Period. "Development and Sales Period" means the period commencing with the recording of this Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 13. Dwelling, Unit or Condominium Unit. "Dwelling," "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in 476 Prentis

Condominium, as such space may be described in Article V, Section 1 and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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 (except the Developer's delegate under Article XIII, Section 2(c)(1) of the Bylaws) and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion at any time after conveyance of legal or equitable title to 50% of the Units which may be created or (b) mandatorily after (i) the elapse of 54 months from the date of conveyance of legal or equitable title to the first Unit or (ii) the elapse of 120 days after conveyance of legal or equitable title to 75% of all Units which may be created, whichever first occurs.

Section 15. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners 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.

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 shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

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

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

(a) **Land.** The land described in Article II hereof, and designated on Exhibit B as General Common Elements including brick pavers and concrete walk.

(b) **Electrical.** The electrical transmission system throughout the Project up to and including the electric meter(s) that service the General Common Elements and the common lighting system that is a General Common Element, but not including the electric meters and electric lines that service the individual Units.

(c) **Exterior Lighting.** The exterior lighting system throughout the Project, including all related electrical transmission lines, lighting fixtures and related equipment.

(d) **Telephone.** The telephone system throughout the Project up to the telephone control box for each Unit.

(e) **Gas.** The gas distribution system throughout the Project up to the point of connection to the meters that service individual Units are General Common Elements. All gas expenses for the Condominium that service General Common Elements, including the gas meter(s) that services the General Common Elements, shall be shared among Unit Owners in

accordance with their respective percentages of value. To the extent not existing at the time of purchase of a Unit, each Co-owner shall cause to be installed a gas meter for the Co-owner's Unit and the gas meter servicing an individual Unit shall then be a Limited Common Element, limited to the Unit it services.

(f) **Water, Hot Water Tank, Water Meter and Water Meter Reader.** The water distribution system throughout the Project up to the point of entry to each Unit and including any irrigation system fixtures, connections or controls whether located inside or outside any Unit or Limited Common Element. The hot water tank, water meter and the water meter reader are General Common Elements and all water expense for the Condominium shall be shared among Unit Owners in accordance with their respective percentages of value.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the point of entry to each Unit.

(h) **Storm Sewer.** The storm sewer and surface drainage system throughout the Project.

(i) **Construction.** Foundations, floor construction (including any subfloor but not including any finished floor) supporting footings and columns, Unit perimeter walls, ceilings, chimneys, stairwells, roofs and roof construction.

(j) **Beneficial Easements.** Beneficial easements, if any, which may exist from time to time lying outside the Condominium Premises and which provide utilities or other services required by the Project.

(k) **Chimney, Air Shaft and Furnace Room.** The chimney, air shaft and furnace room depicted on Exhibit B as General Common Elements.

(l) **Porch, Balconies and Decks.** The porch, balconies and decks depicted on Exhibit B as General Common Elements.

(m) **Other.** Fence, storage areas under deck and stairs, air shaft, mechanical shafts, landscaping and all other elements designated as General Common Elements in the Condominium Subdivision Plan together with such other elements of the Project not herein or in the Condominium Subdivision Plan designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

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

(a) **Windows, Window Frames, Screens and Doors.** Windows, window frames, screens and doors located within the perimeter walls of each Unit are limited in use to the Co-owners of the Unit which adjoins such windows, window frames, screens and doors.

(b) **Electrical Wiring, Telephone Wiring, Water Lines, Drain Lines, and Gas Lines.** Water lines, drain lines, electrical wiring, telephone wiring and gas lines which exclusively serve each Unit shall be limited in use to each Co-owner whose Unit is served by such utilities.

(c) **Meters.** Electric and gas meters which serve the individual Units shall be appurtenant as Limited Common Elements to the Units which they serve.

(d) **Parking Spaces.** Each parking space in the Condominium Project is designated as a Limited Common Element appurtenant to the Unit to which it is assigned on the Condominium Subdivision Plan.

(e) **Mailboxes.** The mailboxes are limited in use to the respective Owners of the Units served thereby.

(f) **Storage Area.** Each storage area shall be limited in use to the Unit to which it is assigned on the Condominium Subdivision Plan.

(g) **Interior Surfaces.** The interior surfaces of the ceilings and perimeter walls and of the top of each sub-floor (interior attachments to such walls, ceilings and sub-floors being owned elements) which surround each Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(h) **Other Elements.** All other elements, if any, designated on the Condominium Subdivision Plan as Limited Common Elements.

Limited Common Elements may be assigned and re-assigned pursuant to the provisions of the Act.

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

(a) **Windows, Window Frames, Screens and Doors.** All costs of maintenance, repair and replacement of the windows, window frames, screens and doors which service each Unit as described in Article IV, Section 2(a) shall be borne by the Co-owner of the Unit serviced thereby, subject to standards adopted by the Association (except that the Association shall be responsible for any necessary exterior painting of windows, window frames, screens and doors).

(b) **Wiring, Hot Water Tank, Water Lines, Drain Lines and Gas Lines.** Costs of maintenance, repair and replacement of interior electrical and telephone wiring, hot water tank, water lines, drain lines, and gas lines as described in Article IV, Section 2(b) shall be borne by each Co-owner of a Unit serviced thereby.

(c) **Parking Spaces.** The maintenance, decoration, repair, replacement and insurance for parking spaces described in Article IV, Section 2(d) above, if and when constructed, shall be undertaken by the Association and the cost therefor shall be borne by the Co-owners benefitting from same.

(d) **Mailboxes.** The responsibility for maintenance, repair and replacement of the mailboxes shall be borne by the Co-owner serviced by same, subject to standards adopted by the Association.

(e) **Chimney, Air Shaft and Furnace Room.** The responsibility for maintenance, repair and replacement of the chimney, air shaft and furnace room referred to in Article IV, Section 1(k) above shall be borne by the Association.

(f) **Interior Surfaces.** The costs of and responsibility for decoration, maintenance and repair of all surfaces referred to in Article IV, Section 2(g), shall be borne by the Co-owner of each Unit to which such surfaces are appurtenant.

(g) **Porch, Balconies and Decks.** The responsibility for maintenance, repair and replacement of porch, balconies and decks referred to in Article IV, Section 1(l) above shall be borne by the Association.

(h) **Meters.** The responsibility for maintenance, repair and replacement of the electric and gas meters referenced in Article IV, Section 2(c) above shall be borne by the Co-owner of the Unit serviced thereby.

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

Section 4. Responsibilities for Owned Elements and Property. Each Co-owner shall be individually responsible for maintenance, repair and replacement of all equipment, fixtures, attachments, appliances, utilities and interior partition walls, finished floors, cabinetry and the like located within his or her Unit.

Section 5. Use of Units and Common Elements. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

Section 6. 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 or she is responsible, the Association (and/or the Developer during the Development 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 or 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 IV 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 or her monthly assessment next falling due; further, the lien for non-payment 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 and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 7. Contracts for Goods and Services. The Association may, in the discretion of the Board of Directors, enter into such contracts for goods and services for the benefit of the Co-owners

as it may deem advisable including, without limitation, contracts for buildings and grounds maintenance, trash handling, security service and leases of equipment.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGES OF VALUE

Section 1. Description of Units. Units 1 through 7 in the Condominium are described in this paragraph with reference to the Condominium Subdivision Plan of 476 Prentis Condominium prepared by Nowak & Fraus, PLLC and attached hereto as Exhibit B as the same may be amended from time to time. Each Unit shall include all that space contained within the unpainted surfaces of the 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 Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentages of Value. The percentage of value assigned to each Unit has been determined with reference to relative sizes and other comparative characteristics among the various Units and rounded so that the percentages of value total 100%. The percentages of value for all Units included in this initial Master Deed are set forth in the following schedule. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective degree of undivided ownership interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total percentage value of the Condominium is 100.00%.

<u>Unit Number</u>	<u>Percentage of Value</u>
1	14.37
2	14.37
3	14.37
4	14.37
5	14.37
6	14.37
7	<u>13.78</u>
	100.00%

ARTICLE VI

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. All Units and Common Elements have been designated on the Condominium Subdivision Plan as "Convertible Areas" within which the Units and Common Elements may be modified and improvements installed as provided herein.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas. Such rights shall include, without limitation, the right to construct or enlarge balconies, terraces and/or decks, the right to construct and/or designate parking spaces, carports and garages, remove the wall that formerly serviced a garage, and to modify, install or relocate windows, window walls and doors in

any areas, in its sole discretion. There is no obligation on the part of the Developer to exercise any of the convertibility rights reserved herein.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

Section 4. Amendment of Master Deed and Modification of Percentages of Value. Such exercise of the convertibility rights of this Condominium Project shall be given effect by appropriate amendment(s) 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 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 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 Condominium.

Section 5. Redefinition of Common Elements. Such amendment or 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 Units. In connection with any such amendment or amendments, Developer shall have the right to change the nature, size, shape or location of any Common Element for any purpose reasonably necessary to achieve the purposes of this Article.

Section 6. Right to Modify Floor Plans. The Developer further reserves the right, in its discretion, to amend and alter the floor plans and/or elevations of the building and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered building and/or Units shall be determined by the Developer in its sole judgment. All such improvements shall be reasonably compatible with the existing structures in the Condominium, as determined by the Developer in its sole discretion. No Unit shall be included within the Condominium that is not restricted exclusively to residential use.

Section 7. Consent of Interested Persons. All of the Co-owners and mortgagees of Units 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VI 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 rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

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 Development 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; Consolidate Units; Relocate Units.** Subdivide or resubdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries 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) **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 percentage of value shall be within the sole judgment of Developer. 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 and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording this 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 the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall 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 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) **Relocation of Boundaries.** Co-owners of Units may relocate boundaries between their Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation 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 VIII

EASEMENTS

Section 1. Structural Easements. 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 the building, or due to survey errors, or construction deviations, reciprocal easements for the benefit of the Co-owners 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 for the benefit of the Co-owners and the Association to, through and over those portions of the land, structures, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired.

Section 3. Easements for Development, Marketing, Construction, Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to exercise any rights and fulfill any responsibilities of development, marketing, construction, maintenance, repair, decoration, replacement or relocation which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association and the Developer to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements or equipment which affects the operation of Common Elements located within any Unit or its appurtenant Limited Common Elements and the right of Developer to gain access to Units or Common Elements to perform work for which it is obligated to the Association or to any Co-owner.

Section 4. Cable Television Agreements. As of the date of recording of the Master Deed, cable television does not service the Condominium. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development 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 cable television, broad band cable, satellite dish, earth antenna and similar services (collectively "Cable Television") to the Condominium. 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 Cable Television law, including any Cable Television franchise ordinance as adopted from time to time by the City.

ARTICLE IX

AMENDMENT

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

Section 1. Co-owner Consent. No Unit dimension may be modified 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 without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. By 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 as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 3. Change in Value of Vote, Maintenance Fee and Percentages 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 or her mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as elsewhere provided in this Master Deed.

Section 4. Mortgagee. Amendments shall require the approval of first mortgagees only to the extent required by Section 90a of the Act.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners and 85% of first mortgagees.

Section 6. Developer Approval. No amendment to this Master Deed shall be effective without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale.

ARTICLE X**ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

(Signatures appear on the following page.)

