

YORKTOWNE

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Recorded in Liber
Pages _____ through _____
Wayne County Records
on _____

89039688

MASTER DEED

YORKTOWNE

(Act 59, Public Acts of 1978; as amended)

This Master Deed made and executed on this 15th day of February, 1989, by CORBELL MCAREE BROTHERS, a Michigan Co-Partnership, d/b/a MCBELL MANAGEMENT (hereinafter referred to as "MCBELL MANAGEMENT"), whose office is situated at 782 York Street, Plymouth, Michigan 48170 (the "Developer") represented herein by CRAIG S. CORBELL, Partner, who is fully empowered and qualified to act on behalf of the Partnership in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

W I T N E S S E T H :

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located 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 YORKTOWNE as a Condominium Project under the Act and declares that YORKTOWNE (the "Condominium", "Project", 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 said real property, their grantees, successors, heirs, executors, administrators and assigns. 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 EXCEPT 1988 not examined

1

No. 1

WAYNE COUNTY TREASURER

Date 3-15-89 Clerk [Signature]

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ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as YORKTOWNE Wayne County Condominium Subdivision Plan No. 257. The architectural plans and specifications for the Project were approved by the City of Plymouth, Michigan. The Condominium Project is established in accordance with the Act. The Buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each building contains individual Units to be used for residential purposes only, and each Unit is capable of individual utilization, having its own entrance from and exit to Common Elements of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

Co-owners shall have voting rights in YORKTOWNE CONDOMINIUM ASSOCIATION, as set forth herein, in the Condominium By-Laws, Corporate By-Laws and Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Plan (Exhibit "B") as "to be built".

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium established by this Master Deed is the land in the City of Plymouth, County of Wayne, State of Michigan, described as:

Lots 445, 446 and 447, Assessor's Plymouth Plat Number 15 of that part of Bradner and Holbrook's Subdivision lying in Section 26 and of part of the West 1/2 of the Northeast 1/4 of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan; recorded in Liber 66, Page 61 of Plats, Wayne County Records;

subject to easements and restrictions and declarations of record and all government limitations.

ARTICLE III

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DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B hereto, and are, or may be, used in various other instruments such as, by way of example but not limitation, the Articles of Incorporation, Association By-Laws and Rules and Regulations of the YORKTOWNE 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 YORKTOWNE as a condominium. Whenever used in such documents or in 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 YORKTOWNE 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. 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. By-Laws. "By-Laws" means Exhibit A hereto, being the By-Laws 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 By-Laws shall also constitute the corporate by-laws of the Association as provided for under the Michigan Non-Profit Corporation Act.

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

Section 5. Condominium. "Condominium" means YORKTOWNE, as a condominium established pursuant to the provisions of the Act and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

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 YORKTOWNE, as described above.

Section 8. Condominium Project or Project. "Condominium Project" or "Project" means YORKTOWNE, a Condominium Project established in conformity with the provisions of the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe YORKTOWNE as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall 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, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto for YORKTOWNE.

Section 11. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to add Units to the Project as provided in the Master Deed, or for so long as the Developer continues to construct or proposes to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential development within one-half mile of the Condominium Premises, whichever is longer.

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. Developer is an owner as long as Developer owns one or more Units. The term "Owner" wherever used will be synonymous with the term "Co-owner".

Section 13. Corporate By-Laws. "Corporate By-Laws" means the corporate by-laws of the Association, as distinguished from the Condominium By-Laws.

Section 14. Developer. "Developer" means McBELL MANAGEMENT, a Michigan Partnership, engaged in the business of developing this Condominium Project, 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 15. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold; or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance; or (c) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

Section 16. General Common Elements. "General Common Elements" means the common elements other than the limited common elements.

Section 17. Limited Common Elements. "Limited Common Elements" means a portion of the common elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

Section 18. Master Deed. "Master Deed" means this document which, when recorded, shall establish the Condominium and to which the Condominium By-Laws and Condominium Subdivision Plan are attached as Exhibits.

Section 19. Mortgagee. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium Premises and includes the United States Department of Housing and Urban Development or any successor thereto or assignee thereof, so long as any mortgage on all or any portion of the Condominium Premises is insured by the Department of Housing and Urban Development.

Section 20. Percentage of Value. "Percentage of Value" means the percentage assigned to each Condominium Unit in Article V of this Master Deed. The percentages of value of all units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

Section 21. Person. "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination

thereof.

Section 22. Record. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

Section 23. Size. "Size" means the number of cubic feet or the number of square feet of ground or floor space within each Condominium Unit as computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.

Section 24. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 25. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential unit in YORKTOWNE as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference 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 as follows:

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

A. The cable television transmission system throughout the Project, up to the point of connection with any Unit.

B. The electrical meters and electrical wiring network throughout the Project, up to the point of connection with the electrical meter for any Unit.

C. The electrical transmission system throughout the Project, including fixtures, plugs, switches, fuse boxes or

electrical control panels, and any other similar item connected to the electrical wiring network, located outside the boundaries of a Unit and serving the General Common Elements and the related electrical wiring network.

D. The foundations, supporting columns, Unit perimeter walls (including windows and doors therein) and such other walls as are designated on the Plan as General Common Elements, roofs, ceilings, floor construction between Unit levels and chimneys.

E. The gas transmission line network throughout the Project, up to the point of the gas meters and connection with, but not the gas fixtures, within any Unit.

F. The hose bibs located on each building in the Project.

G. The irrigation system throughout the Project, including the water lines, valves, sprinkler heads, pumps and electrical equipment.

H. The land described in Article II, including landscaping, entrance, parking lot and sidewalks not identified as Limited Common Elements.

I. The outside lighting throughout the Project.

J. The sanitary sewer system throughout the Project to the point of entry to the floor or wall of the Unit.

K. The storm drainage systems throughout the Project.

L. The telephone wiring network throughout the Project, up to the point of connection with telephone equipment within any Unit.

M. The water distribution system throughout the Project up to the point of connection where each Unit's water line connects with the water meter serving a particular Condominium Unit.

N. All elements of the Project designated as General Common Elements in Exhibit B to this Master Deed.

O. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit which are not designated as Limited Common Elements in Exhibit B or in Section 2 of this Article, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

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

Section 2. Limited Common Elements. The Common Elements described below are Limited Common Elements and are assigned as follows:

A. The electrical wiring network contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the electrical meter for the Unit up to the point of connection with electrical fixtures, plugs and switches within or outside of the Unit, which is assigned to the Unit which it serves.

B. All electrical fixtures, plugs, switches, fuse boxes or electric control panels, and any other similar item connected to the electrical system assigned to a Unit located inside or outside the boundaries of a Unit, which are assigned to the Unit which they serve.

C. The exterior lighting fixtures attached to the outside walls appurtenant to each Unit shall be a Limited Common Element appurtenant to such Unit.

D. The gas line network contained within Units or Unit walls, floors or ceilings, or located in any other portion of the Common Elements from the gas meter for the Unit up to the point of connection with gas fixtures within or outside of the Unit which is assigned to the Unit which it serves.

E. Meters for natural gas, electricity and water shall be Limited Common Elements respectively appurtenant to each Unit for which they measure such utility service.

F. The water distribution system contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the water meter for the Unit up to the point of connection with plumbing fixtures within the Unit, which is assigned to the Unit which it serves.

G. The sanitary sewer system contained within a Unit or Unit walls or floors or located in any other portion of the Common Elements from the intersection of the sanitary sewer

lines with the sanitary sewer lead running into the building of which the Unit is a part, which is assigned to the Unit it serves.

H. Some Units contain at least a single fire extinguisher. That fire extinguisher(s) is a Limited Common Element limited in use to the Co-owner of the Unit in which it is located.

J. Cooling and heating duct work, electrical wiring, floor and ceilings of each Unit shall be limited in use to the Co-owner who is served by such cooling and heating duct work.

J. 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 which such air-conditioner compressor services, as shown on Exhibit B.

K. Each fireplace combustion chamber which is assigned to the Unit into which it opens, as shown on Exhibit B.

L. Each cable television system, including the wiring contained within Unit walls up to the point of connection with television equipment within any Unit, which is assigned to the Units which it services.

M. Each individual porch and/or patio in the Project is restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B hereto.

N. Each individual deck in the Project is restricted in use to the Co-owner of the Unit which opens into such deck, as shown on Exhibit B hereto.

O. The windows, doors and screens in the Project are restricted in use to the Co-owner of the Unit to which such windows, doors and screens are appurtenant.

P. The garage door, garage door hardware and electric garage door opener for each garage having the same shall be limited in use to the Co-owner of the Unit to which such garage is assigned as a Limited Common Element.

Q. The garage space, garage attic storage space, if applicable, and the interior surfaces of the ceilings, floors and perimeter walls contained in each garage in the Project, which is assigned to the Unit to which it is connected, as shown on Exhibit B.

R. The parking lot area, if any, and walkway area immediately in front of and serving that garage and Unit are

appurtenant to a specific Unit as Limited Common Elements, as such are designated on Exhibit B.

S. The interior surfaces of ceilings, floors (including basement floor, if any) and perimeter walls contained within a Unit, which are assigned to the Unit of which they are a part.

T. All elements of the Project designated as Limited Common Elements in Exhibit B to this Master Deed.

The Limited Common Elements may be reassigned pursuant to the provisions of the Act.

Section 3. Responsibilities. The responsibilities for the costs of maintenance, repair, replacement and decoration of all General Common Elements described in Section 1 of this Article shall be borne by the Association except as noted below:

A. The common expenses, if any, associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element shall be specifically assessed against the Condominium Unit to which that Limited Common Element was assigned at the time the expenses are incurred. Any other unusual common expenses benefitting less than all of the Condominium Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with the reasonable provisions and as is set forth in Section 69 of the Act.

B. The amount of all common expenses not specifically assessed in accordance with the foregoing shall be assessed against the Condominium Unit in proportion to the number of votes in the Association of Co-owners appertaining to each Condominium Unit in the manner set forth in Section 69(3) of the act.

C. The Association shall have the specific responsibility to decorate, maintain, repair and replace the following items; the cost for these items shall be considered expenses of administration.

1. All landscaped area.
2. All sidewalks, entrance and parking lot.
3. The exterior of all buildings, including trim.
4. Mailbox and mailbox stands, if any.

5. Rubbish removal systems, if any.
6. The underground water sprinkling system.
7. All other items as set forth in Section A above and referred to as General Common Elements.
8. All exterior painting, including windows and doors.
9. All porches.
10. Snow removal shall include entrance, parking lot and sidewalks, but not porches, decks or patios.

D. Each Co-owner shall have the responsibility to decorate, maintain, repair and replace the following items:

1. All appliances within a Unit and supporting hardware including but not limited to furnace, humidifier, air cleaner, air conditioner and compressor, garbage disposal, dishwasher, range and oven, vent fan, duct work, vent covers and filters and hot water heaters.
2. Individual Unit entry doors, all doors and windows (including door walls), screens, related hardware within the individual Unit. Painting and decorating of the exterior of such Units shall be the responsibility of the Association in accordance with the provisions of sub-paragraph C.9 hereinabove.
3. All electrical fixtures or appliances within an individual Unit including but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. Any modification to the existing electrical system must be approved by the Board of Directors in writing and completed by a licensed electrician.
4. Any electrical outlets connected to a Unit's electrical meter but located on the exterior of a Unit.
5. All plumbing fixtures including shut-off valves, wax rings and washers located on or within an individual Unit's perimeter walls.
6. All cabinets, counters, interior doors, closet doors, sinks, tile (either floor or wall) and related hardware.
7. All burglar alarms, if any, located on or within

8. All improvements or decorations including but not limited to paint, wallpaper, carpeting and trim.

9. Individual Unit drain lines located within the Unit perimeter walls.

10. All decks and patios.

11. All Limited Common Elements assigned to an individual Condominium Unit.

12. All other items not specifically enumerated above which may be located within an individual Unit's perimeter walls.

13. The costs of decoration and maintenance of all surfaces referred to in Article IV, Section 2, subsection S shall be borne by the Co-owner of each Unit to which said Limited Common Elements are appurtenant.

No Co-owner shall use the Common Elements, or the Limited 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, the Common Elements, or the Limited Common Elements.

E. 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 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 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.

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 YORKTOWNE as prepared by SCHAFF & HARTMAN, ARCHITECTS, a Michigan Partnership in association with McNEELY & LINCOLN ASSOCIATES, INC., a Michigan Corporation, Registered Engineers, and attached hereto as Exhibit B. The architectural plans and specifications are on file with the City of Plymouth. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists; and (2) with respect to the upper floors of Units, 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 Exhibit B hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit B have been or will be physically measured by SCHAFF & HARTMAN, ARCHITECTS, a Michigan Partnership in association with McNEELY & LINCOLN ASSOCIATES, INC. 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 Exhibit B, 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 in this Section and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses or the administration (except as provided in Article IV, Section 3 above), and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Individual Unit percentages of value shall be as follows:

<u>Unit Numbers</u> <u>According to Plan</u>	<u>Percentage of</u> <u>Value Assigned</u>
1 - 766	5.19%
2 - 768	5.18%
3 - 770	5.11%
4 - 772	5.18%
5 - 774	5.11%
6 - 776	5.19%
7 - 780	4.84%
8 - 782	5.08%

9 - 784	4.88%
10 - 786	4.94%
11 - 788	5.05%
12 - 790	4.84%
13 - 792	4.86%
14 - 794	4.97%
15 - 796	4.84%
16 - 798	4.94%
17 - 800	5.05%
18 - 802	4.88%
19 - 804	4.86%
20 - 806	5.01%

Total 100%

Section 3. Modification of Units. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit B, as described in the original Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, may be modified, in any manner by Developer, in Developer's sole discretion by Amendment to this Master Deed effected solely by the Developer without the consent of any other person. Further, the Developer may, in connection with any such Amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method of original determination of percentages of value for the Project. 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 to this Master Deed to effectuate the foregoing, and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successor may determine necessary in conjunction with such Amendment or Amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney-in-fact for the purpose of execution of such Amendment or Amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the By-Laws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; 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. Consolidate under single ownership two Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate Amendment or Amendments to this Master Deed in the manner provided by Law, which Amendment or Amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

B. 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.

C. In any Amendment or Amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number 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. A Unit which is the consolidation of two Units shall have the percentage of value and vote assigned to it as if it was two Units. The Units which are affected by a relocation of a boundary between them shall continue to enjoy the same percentage of value and vote as assigned to them before said relocation. 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 consolidated or relocated. All of the Co-owners and mortgagees of the 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. All such interested persons irrevocably appoint Developer or its successors as agent and attorney-in-fact 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 the entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners - Consolidation of Units; Relocation of Boundaries. One or more Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two 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 vote in the same manner as outlined in Article VI, Section 1.C., and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such Amendment. Such relocation or elimination of boundaries shall not become effective, however, until the Amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

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 VI.

ARTICLE VII

EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of YORKTOWNE and consisting of twenty Units, is intended to be a non-expandable Condominium.

However, the Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in Exhibit B. The nature and appearance of all such altered buildings and/or Units shall be determined by 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 Plymouth.

ARTICLE VIII

CONVERTIBLE AREA

Certain areas, as shown on the Condominium Subdivision Plan, are hereby designated as convertible areas ("Convertible Areas"), and any other provision of this Master Deed notwithstanding, the Developer reserves the right within a period ending six years after the date of recordation of this Master Deed to convert any of such areas from a Convertible Area General Common Element to another General Common Element or a Unit and the appurtenant Limited Common Elements. The Convertible Areas may be converted for the purpose of expanding Units. There are no restrictions on the election of the Developer to create General Common Elements, expand Units or create the appurtenant Limited Common Elements from the Convertible Areas of the Project. The consent of any Co-owner is not required in relation to the election of the Developer. There is no obligation on the part of the Developer to convert any portion of the Convertible Area described in this Article nor is there any obligation to convert portions thereof in any particular order nor to construct particular improvements thereon in any specific locations. The conversion of any part of the Convertible Area 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 discretion of the Developer. Such Amendment or Amendments to the Master Deed shall also contain such definitions of General or Limited Common Elements as may be necessary. 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. All such interested persons irrevocably appoint the Developer as their agent and attorney-in-fact 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 recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all Amendments thereto.

ARTICLE IX

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 hereof after rebuilding in the event of destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained herein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements Retained by Developer.

A. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII, or any portion or portions thereof, an easement for the unrestricted use of all entrances, parking lots and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcels described in Article VII. Upon completion of its disclosed purpose, Developer, its successors and assigns shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization of such easement. All further expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by the Condominium and any developed portions of the land described in Article VII whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VII whose closest means of access to a public road is over such road.

The Developer reserves the right at any time during the construction and sales period to dedicate to the public a right-of-way as may be required by the local public authority, over any or all of the entrance to YORKTOWNE shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made 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 Amendment or Amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

B. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII 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 further expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VII which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VII that are served by such mains.

Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium and by the owner or owners of the land described in Article VII or portion thereof upon which are located the dwelling Units which such lead or leads service.

C. The Developer reserves the right at any time during the construction and sales period to in its sole discretion grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate Amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such Amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

D. The Developer reserves for the benefit of itself, its successors and assigns such easements as may be necessary for access to a sales office on the premises and for the continued use of such sales office until all of the Condominium Units have been sold. Accordingly, the Developer and its duly authorized agents, representatives and employees may maintain offices, model units and other facilities on the subject premises and may make such uses of said facilities as are reasonably necessary or desirable to facilitate the sale of the Units in the Project. The Developer shall pay all costs related to the Condominium Units or Common Elements while owned by the Developer and shall restore the facility to habitable status upon termination of use in accordance with Section 45 of the Act.

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 VII hereof; subject, however, to the approval of the Developer so long as the construction and sales period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Article II and Article VII hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 5. Telecommunications Agreement. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the construction and sales period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees

as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE X

CONVERSIONS OF CONDOMINIUM

There are no conversion Units within the Condominium Project.

ARTICLE XI

LEASING OF CONDOMINIUM UNITS

The Developer reserves the right to lease one or more Condominium Units in accordance with the provisions of Section 112 of the Act.

ARTICLE XII

IMPROVEMENTS OR ALTERATIONS TO CONDOMINIUM UNITS

A Co-owner may make improvements or alterations within the interior of a Condominium Unit provided that said improvements or alterations do not impair the structural integrity of the structure or otherwise lessen the import of a portion of the Condominium Project. No Co-owner shall do anything which would change the exterior appearance of a Condominium Unit or any other portion of the Condominium Project except by the following procedure:

Section 1. Application to Board of Directors. Application for such alterations or changes shall be made to the Board of Directors of the Association together with sufficient plans, drawings, or renderings as may be necessary to enable the Association to understand and evaluate the proposed changes.

Section 2. Architectural Control Committee. The Board

of Directors shall then appoint an architectural control committee for purposes of reviewing the proposal. The members of said committee need not be members of the Board of Directors, but a Director shall not be disqualified from serving on such committee.

Section 3. Recommendation and Report. The committee may seek opinions from the Co-owners of the Development and shall, within a reasonable time, prescribed by the Directors render a recommendation and report to the Board of Directors.

Section 4. Resolution Adoption. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same.

Section 5. Written Acknowledgment by Applicant. In the event that such application for changes are approved by the Board of Directors, it shall be subject to a written undertaking by the Co-owner acknowledging that all of the improvements are to be at the Co-owner's sole expense. That injury, if any, to the Common Elements will be repaired promptly by the Co-owner at his sole expense and that the improvements will be completed by a date to be determined and established by the Board of Directors.

The Developer is specifically excluded from the provisions of this paragraph. The Developer specifically reserves to itself the right to alter, change, modify, redesign, or improve any Condominium Unit through and including such time as a deed has been executed and delivered from the Developer to an individual purchaser.

All proceedings under this Article shall be specifically in accordance with Section 47 of the Act.

ARTICLE XIII

ASSOCIATION RIGHTS FROM CONDEMNATION

Except as may otherwise be provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium Project and when at least two-thirds of the first mortgagees (based upon one vote for each mortgage owned) or Owners (other than the Developer or builder) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

Section 1. Abandonment. By act or omission to seek to abandon or terminate the Condominium Project.

Section 2. Insurance Proceeds Awards. Change the pro-rata interest or obligations of any Condominium Unit for purposes

of levying assessments or charges, for allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro-rata share of ownership of each Unit in the Common Elements.

Section 3. Size of Units. Partition or subdivide any Condominium Unit.

Section 4. Common Elements. By act or omission to seek to abandon, partition, subdivide and encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium Project shall not be deemed a transfer within the meaning of this clause.

Section 5. Losses. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements.

ARTICLE XIV

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended by the Developer or the Association without the consent of any Co-owner or mortgagee if the Amendment does not materially alter or change the rights of a Co-owner or mortgagee. Such an Amendment includes, without limitation, a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements. However, the Association may make no Amendment without the written consent of the Developer as long as the Developer owns any Units in the Condominium or has the right to enlarge the Condominium. Accordingly, the Developer does hereby reserve the right to effectuate such an Amendment for that purpose.

A change in the Condominium Project shall be reflected by an Amendment to the appropriate Condominium Documents. If a change involves a change in the boundaries of a Condominium Unit or the addition or elimination of Condominium Units, a replat of the Condominium Subdivision Plan shall be prepared and recorded, assigning a Condominium Unit number to each Condominium Unit in the amended Project. The foregoing shall conform to the requirements of Section 67 of the Act.

An Amendment to the Master Deed or other Condominium Documents shall not be effective until the Amendment is recorded. A copy of the recorded Amendment shall be delivered to each Co-owner of the Project at their Unit address within the Project.

Section 1. By Developer. Prior to one year after expiration of the construction and sales period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B, for any of the following purposes:

A. To redefine Common Elements and/or any converted area, to equitably allocate the Association's expenses among the Owners, and to make any other Amendments specifically described and permitted to Developer in any provision of this Master Deed.

B. To modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements and/or percentages of value and to modify the General Common Elements in the area of unsold Units.

C. To amend the Condominium By-Laws, subject to any restrictions on Amendments stated therein.

D. To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Plan or Condominium By-Laws or to correct errors in the boundaries or locations of improvements.

E. To clarify or explain the provisions of the Master Deed or its Exhibits.

F. To comply with the Act or rules promulgated thereunder, or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units on the Condominium Premises.

G. To make, define or limit easements affecting the Condominium Premises.

H. To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built", subject to any limitations or obligations imposed by the Act.

I. To terminate or eliminate reference to any right which Developer has reserved to itself herein, including, without limitation, the right to expand or convert the Condominium.

J. To expand the Project if provided in Article VII above.

K. To convert the convertible area as provided in Article VIII above.

L. To dedicate all streets and utilities and utility easements to the public as provided in Article XI above.

M. To amend for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, or the Department of Housing and Urban Development, or by any other public or private mortgage insurer, institutional participant in the secondary mortgage market, or any other agency of the Federal Government or the State of Michigan.

The foregoing Amendments may be made without the consent of Co-owners or mortgagees. The rights reserved to Developer herein may not be amended except by or with the consent of the Developer.

Section 2. By Co-owner Pursuant to Section 90(1) of the Act, this Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners and of the Unit mortgagees (allowing one vote for each mortgage held, unless a greater majority is specified in the Condominium By-Laws) except as hereinafter set forth:

A. No Unit dimensions may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of the 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.

B. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee.

C. 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 mortgagee, if any, nor shall the percentage of value assigned to any Unit be modified without like consent.

D. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 80% of all Co-owners and all mortgagees (allocating one vote for each mortgage held), except by condemnation.

E. No Amendment may be made which affects the easements and rights of dedication described in Article X without the prior written consent of the Developer,

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F. Article VI, Article VII, Article VIII, Article IX, Article X, this Article XIV and Article XV 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, so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion or conversion of the Condominium Project.

G. Co-owners and mortgagees of record shall be notified of proposed Amendments not less than ten days before the Amendment is recorded.

H. Any person causing or requesting an Amendment to the Condominium Documents shall be responsible for the costs and expenses of the Amendment, except for Amendments based upon a vote of a two-thirds majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

Section 3. Modification. A Master Deed Amendment including the consolidating Master Deed dealing with the addition, withdrawal or modification of Units or other physical characteristics of the Project shall comply with the standards prescribed in Section 66 for preparation of an original Condominium Subdivision Plan for the Project.

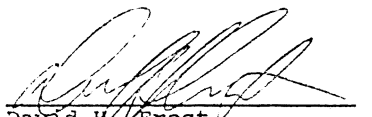
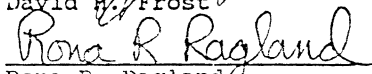
ARTICLE XV

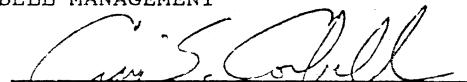
ASSIGNMENT

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.

WITNESSETH:

CORBELL McAREE BROTHERS, a
Michigan Co-Partnership, d/b/a
MCBELL MANAGEMENT


David H. Frost

Rona R. Ragland

By 
CRAIG S. CORBELL, Partner

LI24109-727

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.

On this 10th day of March, 1989, the foregoing Master Deed was acknowledged before me by CRAIG S. CORBELL, a Partner of CORBELL MCAREE BROTHERS, a Michigan Co-Partnership, d/b/a MCBELL MANAGEMENT on behalf of said Partnership.

Andrea R. Marcotte
Andrea R. Marcotte, Notary Public
Wayne County, Michigan
My Commission Expires: 9/24/91

Master Deed Drafted By:

David H. Frost
Attorney at Law
233 South Main
Plymouth, MI 48170
(313) 459-0940

When Recorded, Return To:

Drafter

RETURN TO