

Lansing, Michigan

*This is to Certify That*

**CASTLE WOODS CONDOMINIUM ASSOCIATION**

*was validly incorporated on March 28, 1988, as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.*

*This certificate is issued to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business or conduct affairs in Michigan and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*

*In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 1st day of April, 2002*

*Andrew S. Metcalfe*, Director

Bureau of Commercial Services

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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

Recorded in Liber \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, Wayne County Records, on \_\_\_\_\_, 1988

No. 59  
NOV 22 1988

*Raymond H. Weisinger*  
WAYNE COUNTY TREASURER  
Clark W. H. MASTER DEED  
CASTLE WOODS CONDOMINIUM

This Master Deed is made and executed on this 14th day of October, 1988, by Castle Woods Condominiums, Limited Partnership, a Michigan Limited Partnership, hereinafter referred to as "Developer", whose post office address is 2274 West Maple Road, Flint, Michigan 48507, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and 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 Castle Woods Condominium as a Condominium Project under the Act and does declare that Castle Woods Condominium (hereinafter referred to as 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 Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I.  
TITLE AND NATURE

The Condominium Project shall be known as Castle Woods Condominium, Wayne County Condominium Subdivision Plan No. 251. The engineering and architectural plans for the Project were approved by, and are on file with, the City of Westland. The

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Condominium Project is established in accordance with the Act. The buildings and 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 building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II  
LEGAL DESCRIPTION

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

Part of the Southeast 1/4 of Section 8, T2S-R9E, City of Westland, Wayne County, Michigan, described as: Beginning at a point that is S 0°13'10" W 263.50 feet along the East line of Section 8 and N 89°56'31" W 538.34 feet and N 0°13'10" E 216.93 feet and S 89°40'40" W 358.78 feet from the East 1/4 corner of Section 8; thence continuing S 89°40'40" W 622.0 feet; thence S 0°19'20" E 210.42 feet; thence S 89°56'31" E 624.67 feet; thence N 1°01'50" W 214.58 feet to the point of beginning. Containing 3.04 acres more or less. Subject to all easements of record.

Also, together with and subject to all easements and restrictions of record and all governmental limitations.

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 Castle Woods 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 Castle Woods 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 Castle Woods Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be

members, which corporation shall administer, operate, manage and maintain the Condominium.

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

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

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

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

Section 7. Condominium Project, Condominium or Project. ~~"Condominium Project", or "Condominium" or "Project"~~ means Castle Woods Condominium as a Condominium Project established in conformity with the Act.

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

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Castle Woods Condominium as a completed Condominium Project and shall reflect the entire land area included in the Condominium 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.

Section 10. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to 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 contract the Project as provided in Article VI hereof.

Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Castle Woods Condominiums, a Michigan Limited Partnership, 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 13. Expansion Project. "Expansion Project" or "Expansion Condominium" means a Condominium Project to which additional land may be added pursuant to express provisions in the Condominium Documents and 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 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 fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 15. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer, exceed the votes which may be cast by the Developer.

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit", each mean the enclosed space constituting a single complete residential Unit in Castle Woods Condominium, 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 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 be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV  
COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof, including driveways, roads, sidewalks and parking spaces not identified as Limited Common Elements.

(b) Electrical. The electrical transmission system through the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.

(c) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

(d) Gas. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

(e) Water. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(g) Storm Sewer. The storm sewer system throughout the Project.

(h) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(i) Construction. Foundations, supporting columns, Unit perimeter walls (including doors therein), roofs, ceilings, floor construction between Unit levels and chimneys.

(j) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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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 Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

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

(a) Porches or Patios. Each individual porch or patio, if any, in the Project is restricted in use to the Co-owner of the Unit which opens onto such porch or patio as shown on Exhibit B hereto.

(b) Balconies. Each individual balcony in the Project is restricted in use to the Co-owner of the Unit which opens onto such balcony as shown on Exhibit B hereto.

(c) Attics. Each individual attic in the Project is restricted in use to the Co-owner of the Unit to which such attic is appurtenant, provided, however, that Co-owners shall make no physical changes in such space without prior written approval from the Association and no dangerous condition shall be maintained therein.

(d) Windows and Screens. The windows and screens in the project are restricted in use to the Co-owner of the Unit to which such windows and screens are appurtenant.

(e) Carpports. Each carport shall be a Limited Common Element as designated on Exhibit B hereto. No carports have been assigned to any specific Unit on said Exhibit B. The Developer will assign carports to specific Units by setting forth in the deed to each Unit a number or letter either shown on the site plan or as may be later assigned to each carport which will be assigned to that Unit. Said carport, or carports, will become appurtenant to said Unit upon recordation in the office of the Wayne County Register of Deeds of the deed conveying said Unit. Any consideration paid by a Co-owner for the assignment of a carport shall inure solely to the benefit of the Developer.

(f) Interior Surfaces. The interior surfaces of Unit, perimeter walls (including doors therein), ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

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

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association.

(b) Limited Common Elements. The costs of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Association, except as follows:

(1) Windows and Screens. The maintenance, repair, replacement and interior and exterior maintenance of all window glass and screens referred to in Article IV, Section 2(d) and the costs thereof shall be borne by the Co-owner of the Unit to which any such windows and screens are appurtenant. ✓

(2) Carports. The costs of repair and replacement of each carport referred to in Article IV, Section 2(e) shall be borne by the Co-owner of the Unit to which such carport has been assigned. ✓

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

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

(c) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair 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 each Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments. ✓



and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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

ARTICLE V  
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision and Site Plan of Castle Woods Condominium as prepared by Michael S. Downes & Associates, Inc. and attached hereto as Exhibit B. Each Unit shall include: (1) with respect to each Unit with a 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 of the floors of the Units other than basements, all 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 Michael S. Downes & 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 below. The percentages of value were computed on the basis of the relative sizes of the Units with the resulting percentages reasonably adjusted to total approximately one hundred (100%) percent. The percentage of value assigned to each Unit shall be determinative of such Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meeting of the Association of Co-owners. The total value of the Project is approximately one hundred (100). The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the Co-owners

expressed in an amendment to this Master Deed, duly recorded, except as provided in Article VI hereof.

Set forth below are:

(a) Each Unit as it appears on the Condominium Subdivision Plan;

(b) The percentage of value assigned to each Unit.

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>	<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	3.332%	18	3.332%
2	3.332%	19	3.332%
3	2.915%	20	3.332%
4	2.915%	21	3.332%
5	2.915%	22	3.332%
6	2.915%	23	2.915%
7	2.915%	24	2.915%
8	2.915%	25	2.915%
9	2.915%	26	2.915%
10	2.915%	27	2.915%
11	2.505%	28	2.915%
12	2.505%	29	2.915%
13	2.505%	30	2.915%
14	2.505%	31	2.505%
15	3.332%	32	2.505%
16	3.332%	33	2.505%
17	3.332%	34	2.505%

ARTICLE VI  
EXPANSION OF CONDOMINIUM

Section 1. Right to Expand. The Condominium Project

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established pursuant to the initial Master Deed of Castle Woods Condominium and consisting of thirty-four (34) Units is intended to be the first phase of an expandable Project to contain in its entirety approximately one hundred twenty-four (124) residential Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:

Parcel A

Part of the Southeast 1/4 of Section 8, T.2 S., R.9E, City of Westland, Wayne County, Michigan described as beginning at a point distant South 00 degrees 13 minutes 10 seconds West 263.50 feet and North 89 degrees 56 minutes 31 seconds West 538.34 feet and North 00 degrees 13 minutes 10 seconds East 216.93 feet and South 89 degrees 40 minutes 40 seconds West 358.78 feet from the East 1/4 corner of Section 8, T.2 S.R.9 E. and proceeding thence South 01 degrees 01 minutes 50 seconds East 607.73 feet; thence North 89 degrees 44 minutes 05 seconds West 758.14 feet; thence North 01 degree 01 minute 50 seconds West 599.95 feet; thence North 89 degrees 40 minutes 40 seconds East 758.00 feet to the point of beginning except thereof part of the Southeast 1/4 of Section 8, T2S-R9E, City of Westland, Wayne County, Michigan described as: Beginning at a point that is S 0°13'10" W 263.50 feet along the East line of Section 8 and N 89°56'31" W 538.34 feet and N 0°13'10" E 216.93 feet and S 89°40'40" W 358.78 feet from the East 1/4 corner of Section 8; thence continuing S 89°40'40" W 622.0 feet; thence S 0°19'20" E 210.42 feet; thence S 89°56'31" E 624.67 feet; thence N 1°01'50" W 214.58 feet to the point of beginning. Containing 7.467 acres more or less. Subject to all easements of record.

Parcel B

Part of the Southeast 1/4 of Section 8, T.2 S., R.9E., City of Westland, Wayne County, Michigan, described as beginning at a point distant South 00 degrees 13 minutes 10 seconds West 263.50 feet from the East 1/4 corner of Section 8, T.2S.R.9E and proceeding thence South 00 degrees 13 minutes 10 seconds West 396.27 feet; thence North 89 degrees 44 minutes 05 seconds West 883.84 feet; thence North 01 degrees 01 minutes 50 seconds West 607.73 feet; thence North 89 degrees 40 minutes 40 seconds East 358.78 feet; thence South 00 degrees 13 minutes 10 seconds West 216.93 feet; thence South 89 degrees 56 minutes 31 seconds East 538.34 feet to the point of beginning. Containing 9.812 Acres. Subject to easements of record.

(hereinafter referred to as "future development"). - Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this

Condominium of any portion of the future development and the construction of residential Units thereon. The nature, appearance, and location of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole judgment.

Section 2. Amendment of Master Deed. Such increase in size of this Condominium Project 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 or its successors and in which the percentages of value set forth shall be proportionately adjusted or readjusted in order to preserve a total value of one hundred (100) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the adjustments or readjustments in percentages of value shall be within the sole judgment of Developer. Such adjustments or readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various Units; provided, however, that under this Article in no such amendment or amendments shall the percentage of value assigned to each Unit in Article V hereof be increased.

Section 3. 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 and service the additional phase being added to the Project by such amendment. In connection with any such amendment or amendments, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 4. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of 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 the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer, or its successors, 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 rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portion of this Master Deed and the Exhibits hereto.

Section 5. Consolidating Master Deed. A Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6. Developer's Discretion. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer, its successors, or assigns may, in their discretion, establish all or a portion of said future development as a rental development, a separate Condominium Project, or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements in any specific location.

#### ARTICLE VII EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities and Common Elements 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) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel(s) described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. 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 number of such Units plus all other dwelling Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

(b) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, 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 on the Condominium Premises, 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.

The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to the 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 as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby.

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 fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video text, 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 VIII  
AMENDMENT

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and

mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of sixty-six and two-thirds (66 2/3%) percent of all first mortgagees of record allocating one (1) vote for each mortgage held.

Section 3. By Developer. Prior to one (1) 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 in order to correct survey or other errors made in such documents and to make other such amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

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

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and eighty (80%) percent of non-Developer Co-owners.

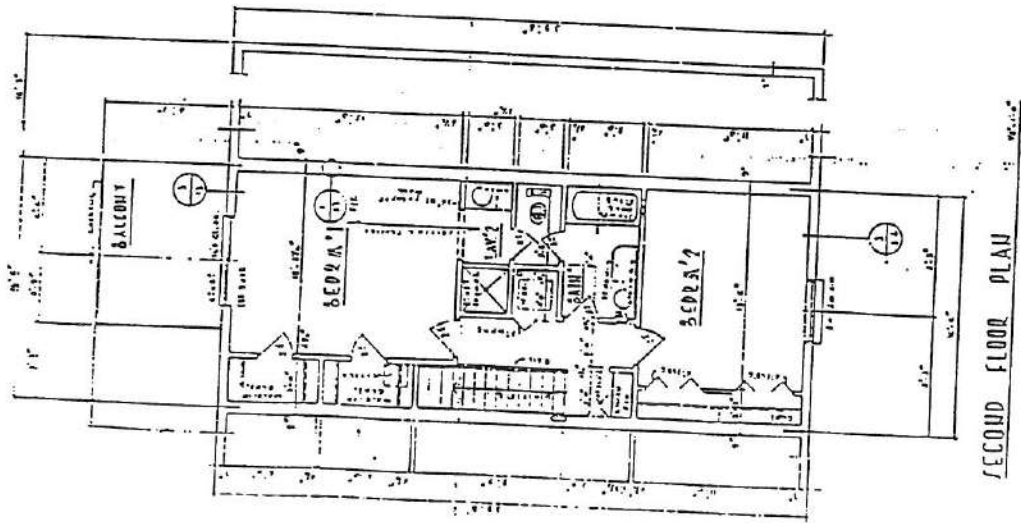
Section 6. Developer Approval. During the Construction and Sales Period, Article VI, Article VII, Article IX and this Article VIII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer 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 of the Condominium Project.

#### ARTICLE IX ASSIGNMENT

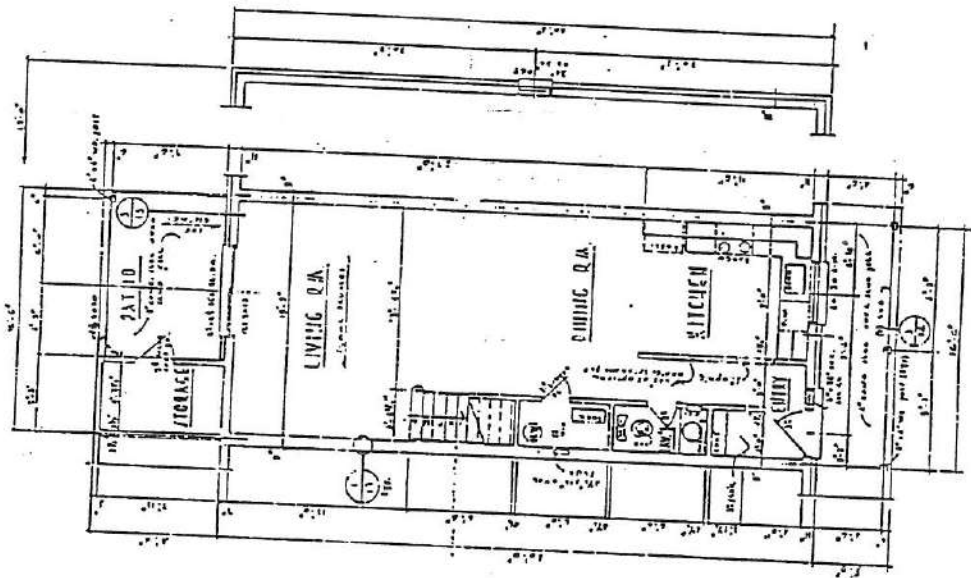
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment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



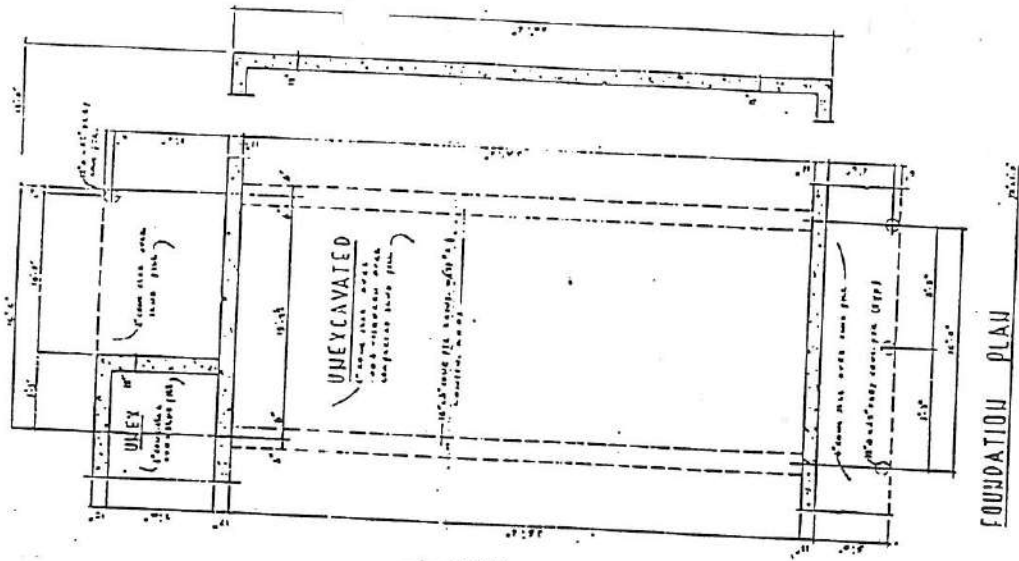
65



SECOND FLOOR PLAN



FIRST FLOOR PLAN



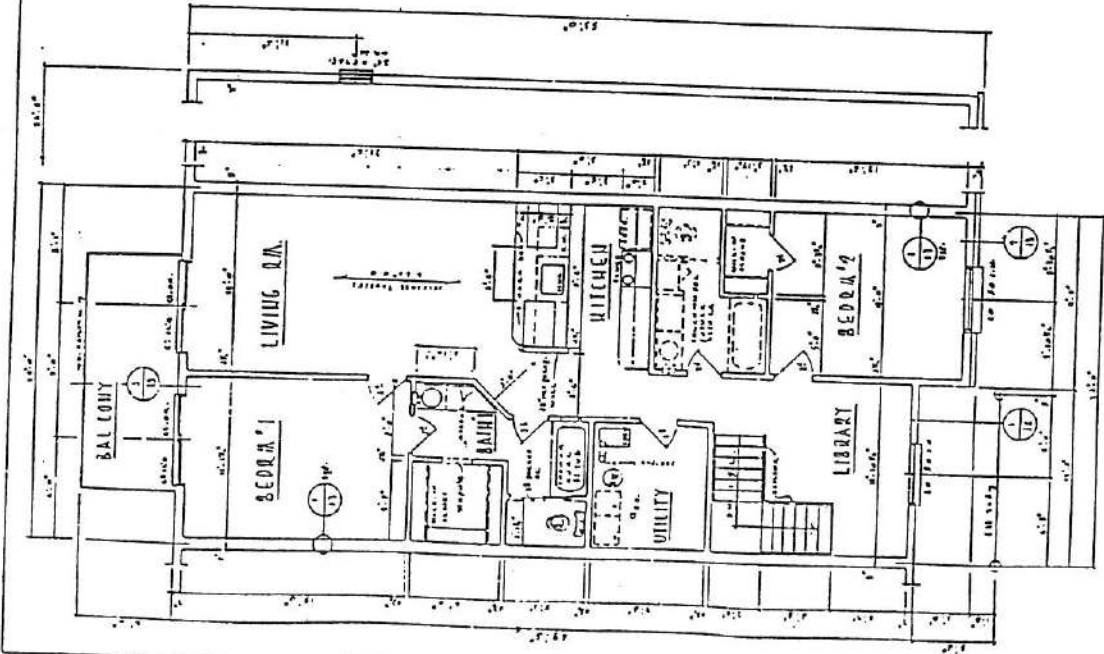
FOUNDATION PLAN

EXHIBIT B U23983M393

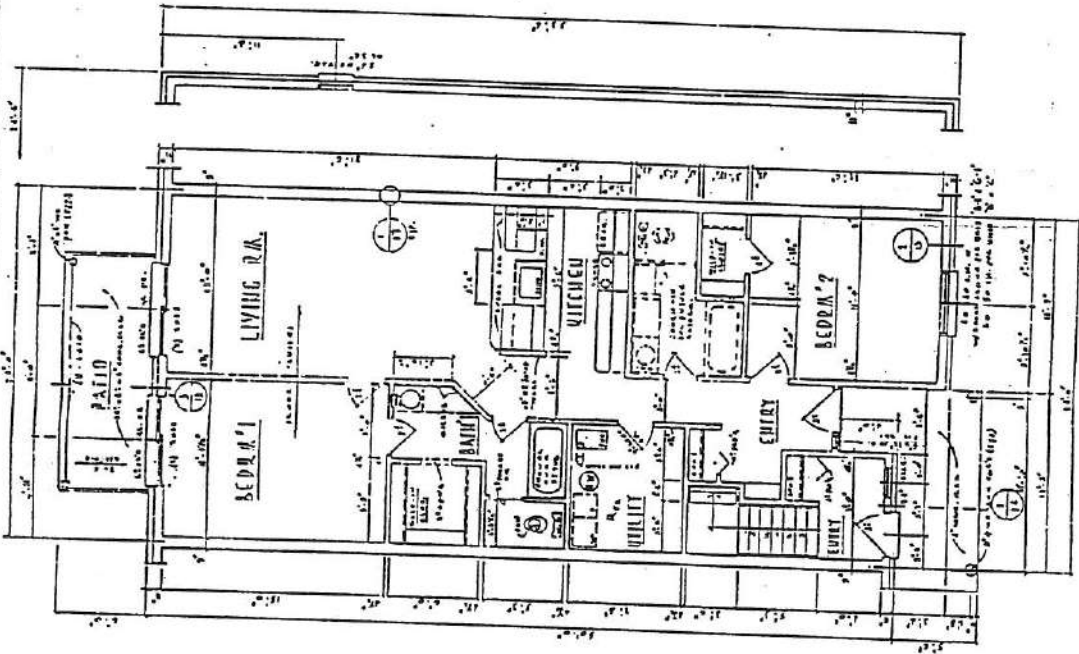
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DATE	
SCALE	
DESIGNED BY	
CHECKED BY	
DATE	

99

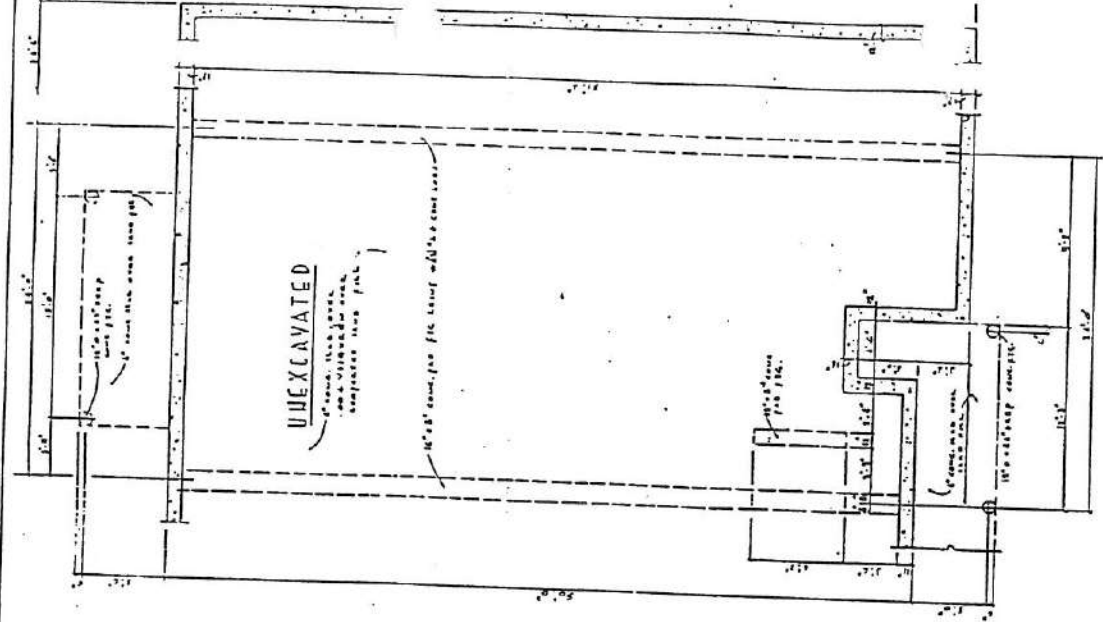
1123983M394



SECOND FLOOR PLAN



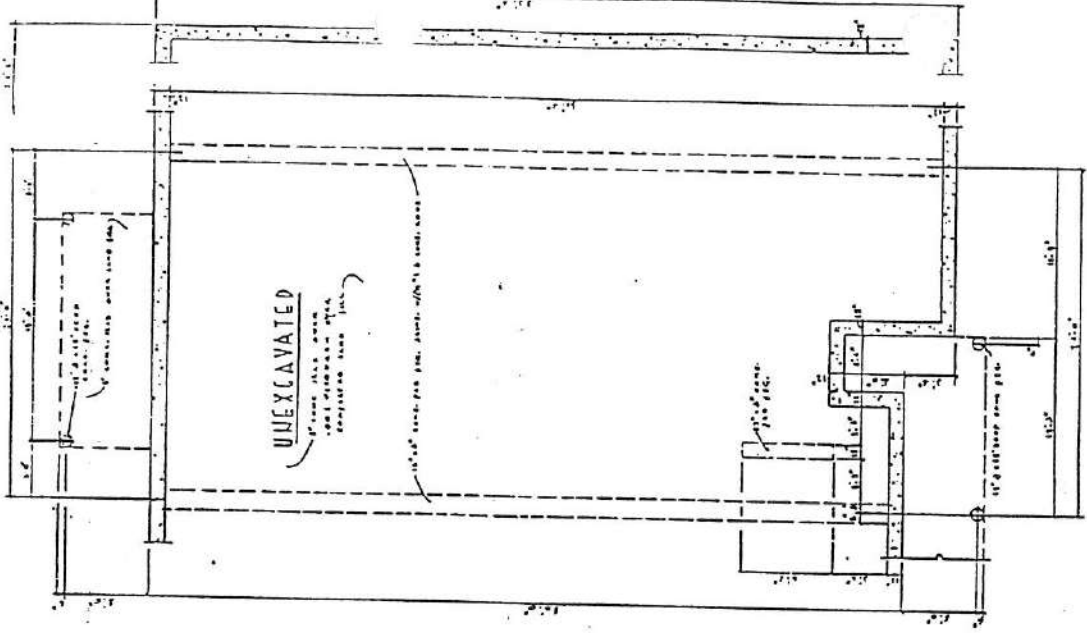
FIRST FLOOR PLAN



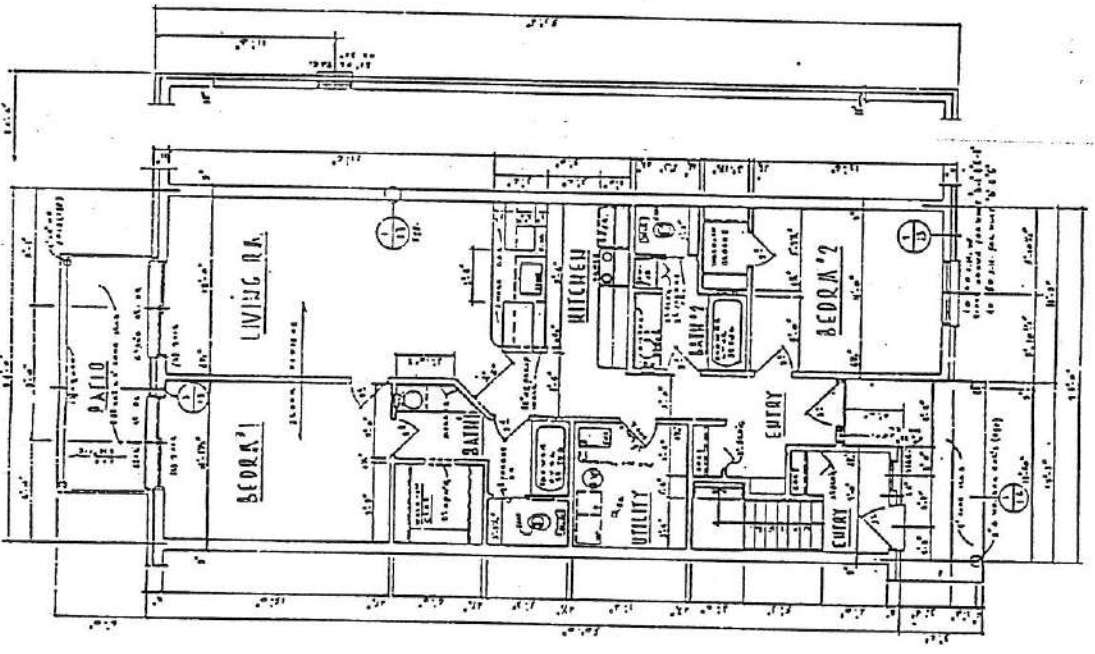
FOUNDATION PLAN

FOUND. PLAN (11. PLAN) - UNIT 3	
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NO.	1115
REV.	6

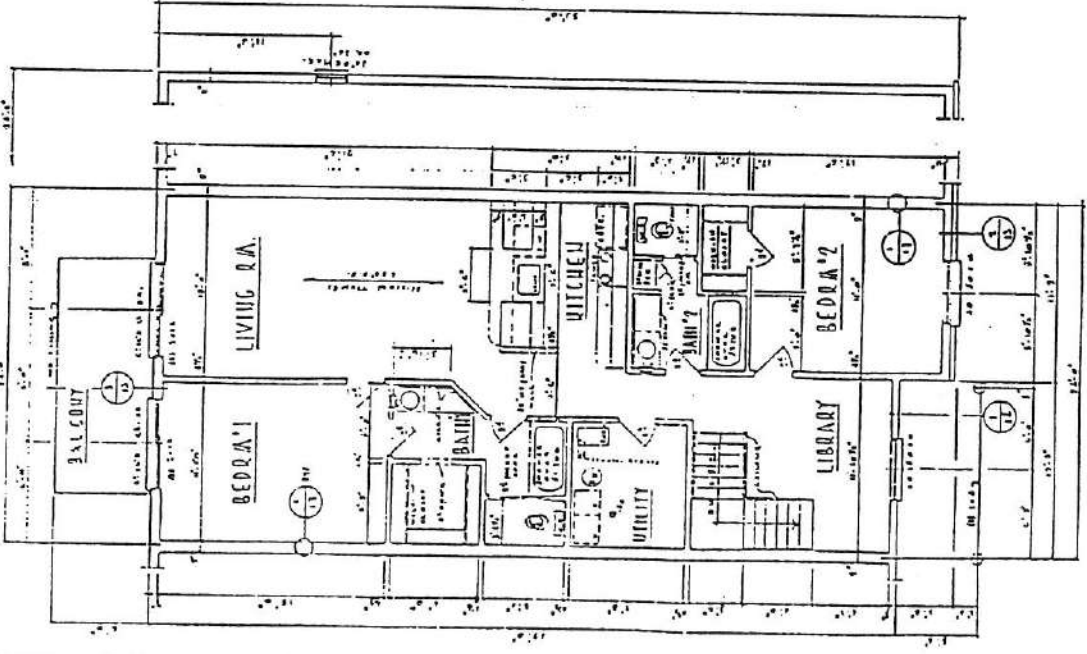
69



FOUNDATION PLAN



FIRST FLOOR PLAN

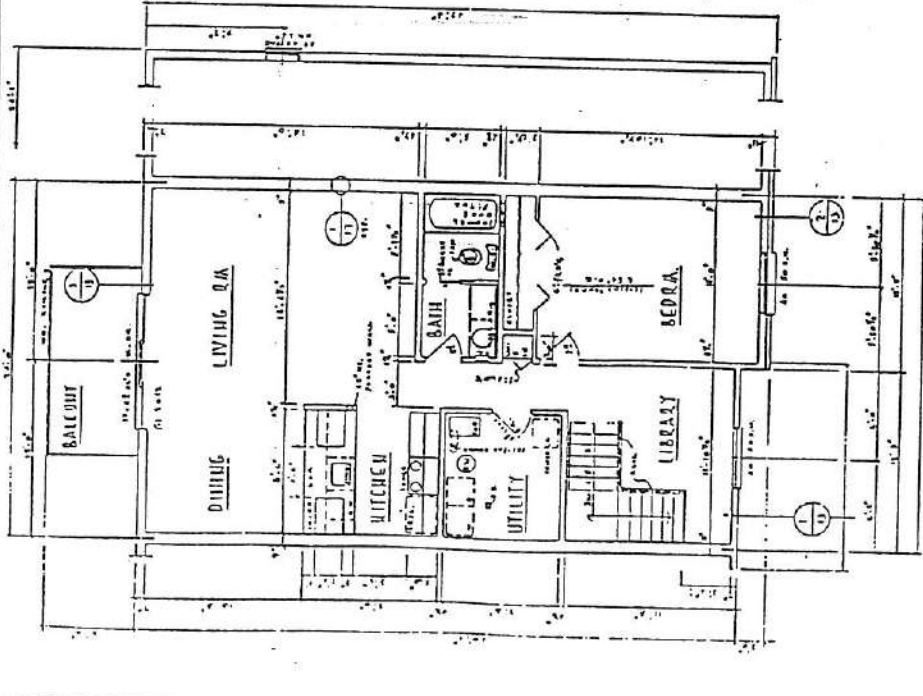


SECOND FLOOR PLAN

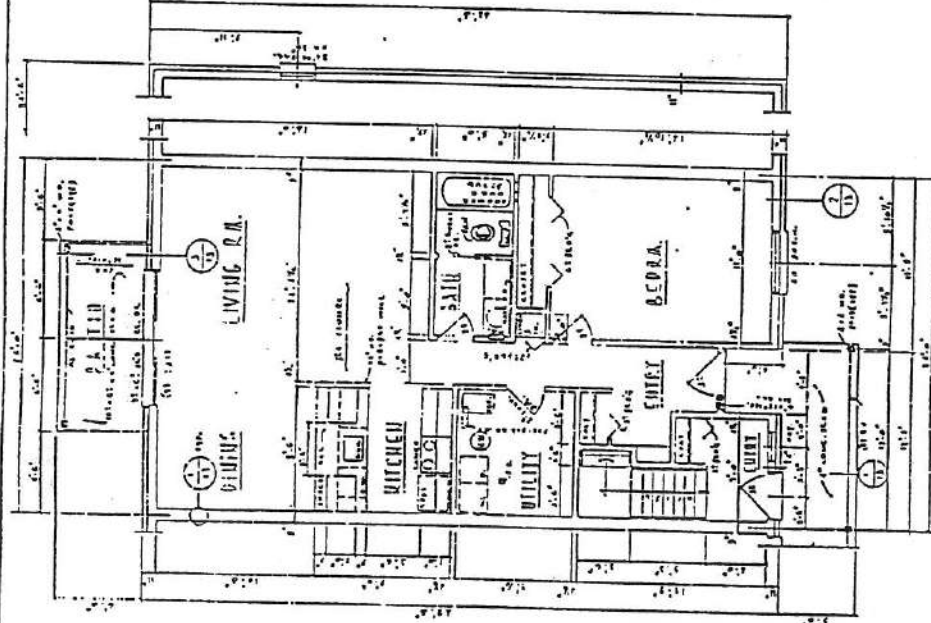
COOPER, JR., 799 (L.L.) PLAZA - HOUSTON, TEXAS

DATE	NOV 19 1962
SCALE	1/8" = 1'-0"
PROJECT	10000000

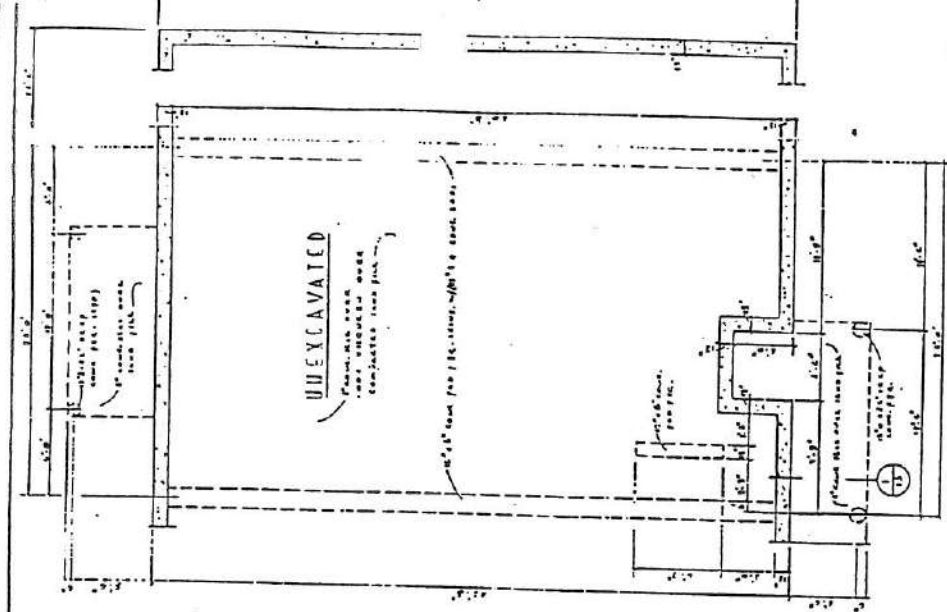
1123983#396



SECOND FLOOR PLAN



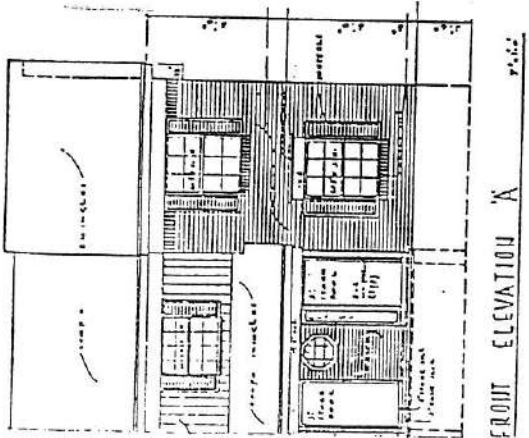
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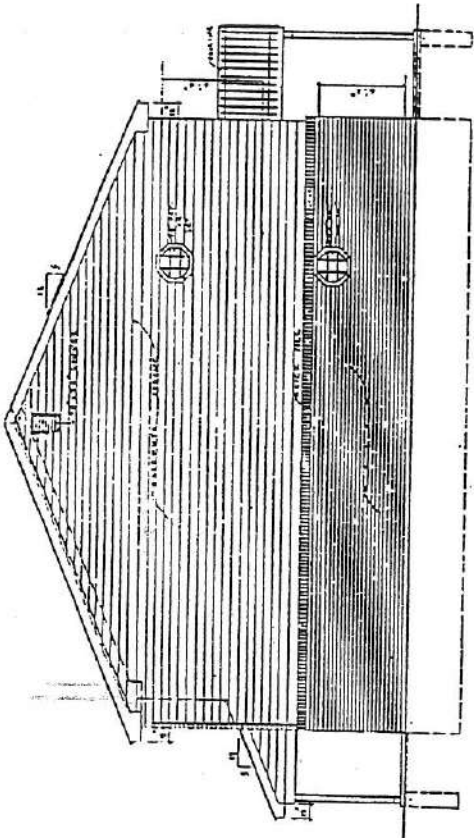
FOUNDATION PLAN

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DESIGNED BY	...
DRAWN BY	...
CHECKED BY	...
SCALE	...
NO.	7125

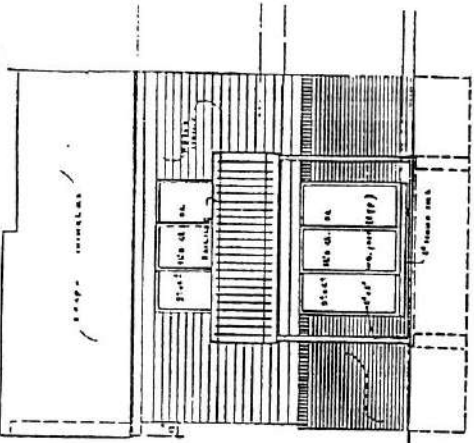
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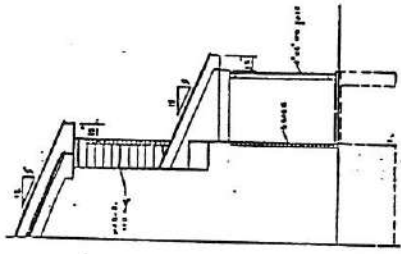
FRONT ELEVATION



RIGHT SIDE ELEVATION



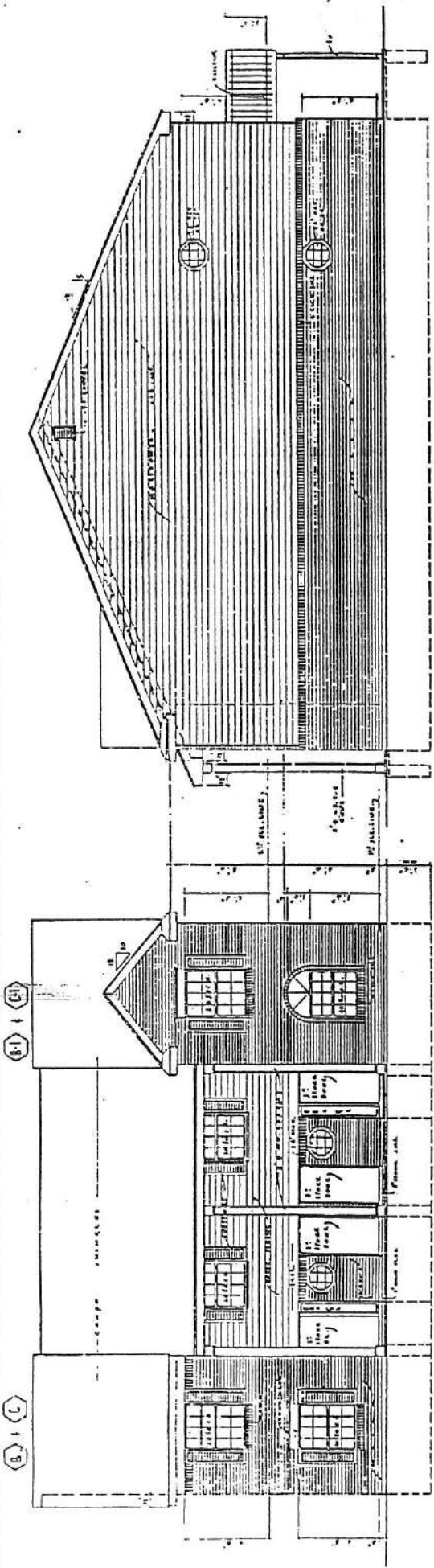
REAR ELEVATION



PARTIAL LEFT SIDE ELEVATION

ELEVATION - UNIT 'N	
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DRAWN BY	ALH
CHECKED BY	
SCALE	
NO.	1195
SHEET	5

26

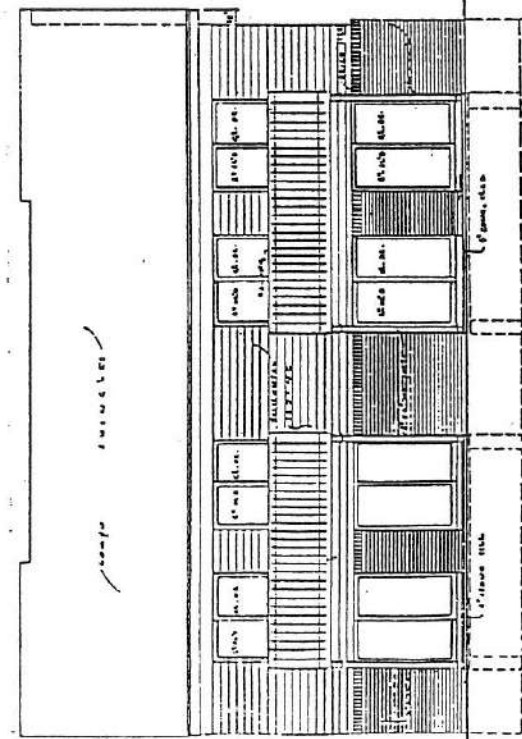


FRONT ELEVATION

Scale

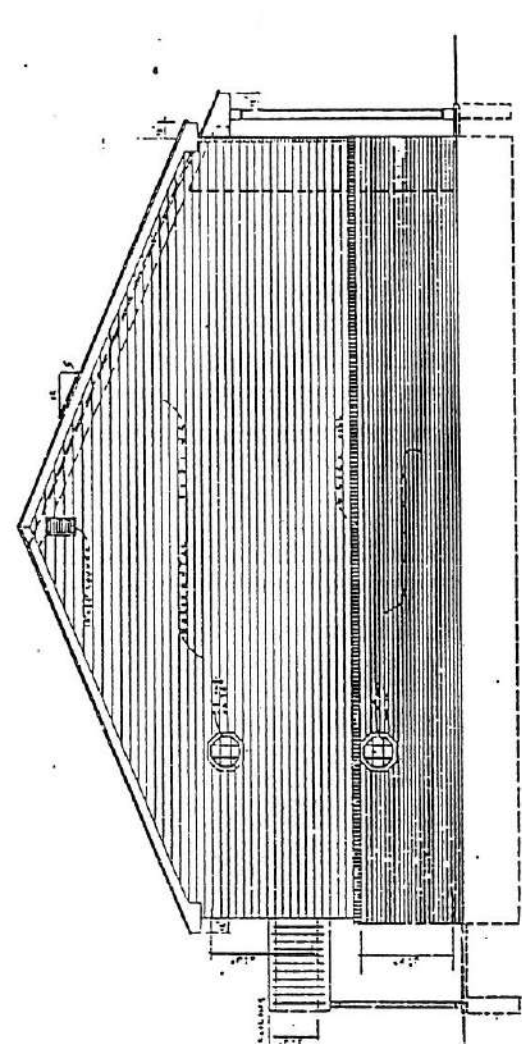
RIGHT SIDE ELEVATION

Scale



REAR ELEVATION

Scale



LEFT SIDE ELEVATION

Scale

ELEVATION/OUTLINE		8-5211
DATE	BY	
NO.	REV.	
1		
2		
3		
4		
5		
6		
7		
8		
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10		

123983-398

Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. All portions of curtains, draperies or other window coverings visible from the street or another Unit shall be made of or lined with a material that is white, off-white or beige in color. In accordance with the version of Webster's New Collegiate Dictionary in print in 1981, "beige" shall be defined to mean "a variable color averaging light grayish yellowish brown" and "off-white" shall be defined to mean "a yellowish or grayish white." No ornamental, stained or leaded glass windows or window coverings shall be permitted without express written approval of the Association. No unsightly condition shall be maintained on any porch or on any balcony and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

**MARK F. MAKOWER & ASSOCIATES, P.C.**

*Attorneys and Counselors*

28535 Orchard Lake Road, Suite 100

Farmington Hills, Michigan 48334

Phone: (248) 553-4460 – Fax: (248) 553-5840

(e-mail) [mfm@maclawmi.com](mailto:mfm@maclawmi.com)

Mark F. Makower  
Nathaniel Abbate Jr.  
Patricia I. DiVitto, Legal Assistant

*Of Counsel:*  
Jeffery R. Jones, P.C.  
John C. Giacotti

May 8, 2003

**By Fax and First Class Mail**

Castle Woods Condominium Association  
Board of Directors  
c/o John P. Carroll Company  
Attn: Lynda Agocs  
29250 W. Nine Mile Rd.  
Farmington Hills, MI 48336

**RE: Clarification Of Proposed Amendment Of Article VI, Section 2 Of The  
Condominium Bylaws, Exhibit A Of The Master Deed For Castle Woods  
Condominium-Leasing**


Dear Board:

Certain questions have arisen with respect to the operation of the language of the proposed amendment. The purpose of this correspondence is to clarify the meaning of the amendment language.

As of the date that the amendment is approved by the Co-owners (2/3) AND is recorded with the office of the Register of Deeds for Wayne County (the "effective date"), any Unit not then under a conforming lease will never again be allowed to be rented. Any Unit rented under a conforming lease at the effective date will be able to continue such lease, any extensions of that lease and any new leases (provided they too are conforming and not subsequently terminated for violations of the Condominium Documents), with the proviso that upon sale or transfer of title to that Unit all leases will terminate, and no further leasing of the Unit will be allowed. A conforming lease is one that meets the minimum rental period requirement of 6 months, and has been approved by the Association. To remain conforming, all restrictions contained in the Condominium Documents must be adhered to by the both the co-owner and the tenant in occupancy.

I trust this will clarify the operation of the amendment language. If you have any questions or need any assistance in this process, please do not hesitate to contact me.

Very truly yours,

  
Mark F. Makower

MFM/rap





JOHN P. CARROLL CO., INC.

29250 W. Nine Mile Rd., Farmington Hills, MI 48336  
248-888-5050  FAX 248-888-7612

June 16, 2003

Castle Woods Condominium  
Westland, MI 48185

Re: By-Law Amendment

Dear Co-Owners:

Enclosed is the recorded copy of the By-Law Amendment adopted at the special meeting on May 12, 2003. The By-Law Amendment takes effect immediately. Please make sure that you give a copy of this amendment with your By-Laws when you sell your unit.

If you have any questions please call me at 248-888-5050 ext. 228.

Sincerely,

Lynda Agocs  
Managing Agent of Castle Woods Condominium Association

**FIFTH AMENDMENT TO THE MASTER DEED OF  
CASTLE WOODS CONDOMINIUM**

THIS FIFTH AMENDMENT TO THE MASTER DEED is made and executed on this 17<sup>th</sup> day of May, 2003, by Castle Woods Condominium Association, a Michigan nonprofit corporation, whose office is c/o 29250 West Nine Mile Rd., Farmington Hills, MI 48336, hereinafter referred to as the "Association," represented herein by Duane Moody, the President of Castle Woods Condominium Association, who is fully empowered and qualified to act on behalf of the Association in pursuance of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

**WITNESSETH:**

WHEREAS, the Association, the nonprofit corporation organized for the administration and management of Castle Woods Condominium, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 23983, Pages 340-405, together with the First Amendment thereto recorded in Liber 24372, Pages 638 et seq., the Second Amendment thereto recorded in Liber 24635, Pages 30 et seq., the Third Amendment thereto recorded in Liber 25552, Pages 357 et seq., and the Fourth Amendment thereto recorded in Liber 27040, Pages 122 et seq., Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 251, desires to amend Article VI of the Condominium Bylaws, Exhibit A of the Master Deed for Castle Woods Condominium, pursuant to the authority granted by Section 90 of the Michigan Condominium Act, as amended, (MCLA § 559.190, MSA § 26.50(190)), for the purpose of limiting future rentals within the Project.

This Amendment shall not enlarge the common elements of the existing condominium project, or alter the existing percentages of value in the project.

The Master Deed shall be amended upon obtaining the necessary approval of the co-owners having an interest in the project, as required by Section 90 of the Michigan Condominium Act (MCLA § 559.190, MSA § 26.50(190)), and upon recording with the Register of Deeds for Wayne County, as required by Section 73 of the Michigan Condominium Act (MCLA § 559.173, MSA 26.50(173)).

NOW THEREFORE, the following change is hereby made to Castle Woods Condominium Master Deed:

**Article I of Amendment**

ARTICLE VI, Section 2 of the Condominium Bylaws, Exhibit A of the Master Deed for Castle Woods Condominium, shall, upon recording of this Amendment with the Wayne County Register of Deeds, be deleted in their entirety and replaced with the following new Section 2:

## SECTION 2: Leasing and Rental of Units.

A. Right to Lease. From the date this Amendment becomes effective upon recording with the Register of Deeds for Wayne County, no Co-owner may lease any Unit within the Condominium, with the exception of those Units under lease at the time this Amendment becomes effective. Co-owners of leased Units at the time this Amendment becomes effective, shall be allowed to continue such leases, and any extensions or replacements thereof as allowed by the written lease document approved previously by the Association's Board of Directors and the following restrictions. Furthermore, upon sale or transfer of ownership of any Unit, or failure to comply with the restrictions of this Section, all then existing leases shall terminate, and no further leasing of the Unit shall be allowed. For purposes of this Section "lease" shall refer to any occupancy arrangement, whether or not in writing or for rent or other consideration. Co-owners, Tenants and non-co-owner occupants allowed by operation of this Section shall comply with the terms of this Section and the provisions of the Condominium Documents, or lose the privilege to continue existing lease or occupancy arrangements. In order for existing leasing to be continued, the lease form must be, or have been, approved by the Association, and must be (i) for no less than an entire Unit in the Condominium; (ii) be for an initial term of no less than six (6) months; (iii) require the lessee to comply with the Condominium Documents and Rules and Regulations of the Association; (iv) provide that failure to comply with the Condominium Documents and Rules and Regulations constitutes a default under the lease, and (v) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after 15 days' prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. Copies of all leases in effect as of the effective date of this Amendment shall be provided to the Association within 14 days of said effective date.

B. Default Procedures. If the Association determines that any tenant or Non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

- (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
- (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or Non-Co-owner and tenant or Non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit. The Co-owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorneys fees.

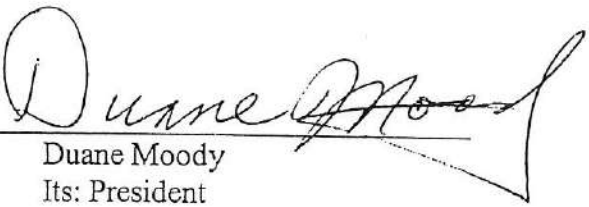
(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent, otherwise due the co-owner, to the Association, then the Association may (1) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, or (2) initiate proceedings pursuant to Section 112(4)(b) of the Act.

Article II of Amendment

In all other respects, the Master Deed of Castle Woods Condominium, including the Bylaws attached thereto as Exhibit A, and the Condominium Subdivision Plan, attached thereto as Exhibit B, as previously recorded and amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed the day and year first above written.

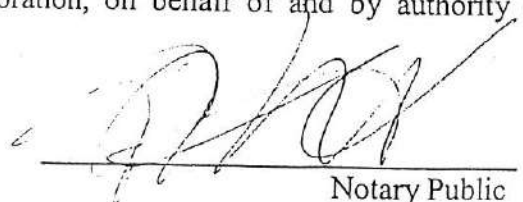
Castle Woods Condominium Association,  
a Michigan nonprofit corporation

By:   
Duane Moody  
Its: President

STATE OF MICHIGAN     }  
  }ss  
COUNTY OF WAYNE     }

On this 17<sup>th</sup> day of May, 2003, the foregoing Fifth Amendment to the Master Deed of Castle Woods Condominium was acknowledged before me by Duane Moody, President of Castle Woods Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Association.

**Drafted by and Return to:**  
Mark F. Makower, Esq.  
28535 Orchard Lake Road, Suite 100  
Farmington Hills, Michigan 48334

  
\_\_\_\_\_  
Notary Public  
County, MI

My commission expires:  
PATRICIA I. DIVITTO  
Notary Public, Oakland County, MI  
Commission Expires Nov 23, 2004