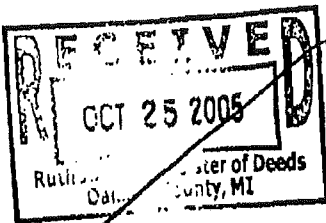


LIBER 36640 PG001

LIBER 36493 PG001

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no liens or claims against the property described herein which have not been paid or satisfied in full as of the date of this instrument as appears by the records in the office except as stated.



024387

OCT 25 2005

300546

LIBER 36493 PAGE 1
\$304.00 DEED - COMBINED
\$4.00 REMONUMENTATION
10/25/2005 12:17:33 P.M. RECEIPT# 119920

PATRICK M. DOHANY, County Treasurer
Sec. 135, Act 206, 1893 as amended



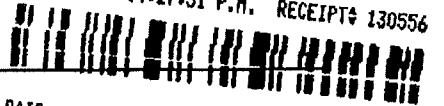
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

KNIGHTSBRIDGE GATE

MASTER DEED

324688

LIBER 36640 PAGE 1
\$349.00 DEED - COMBINED
\$7.00 REMONUMENTATION
11/18/2005 04:27:31 P.M. RECEIPT# 130556



PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

*BEING RE-RECORDED TO ADD IN MISSING PAGES 43-57 OF THE BYLAWS (EXHIBIT "A")

This Master Deed is made and executed on this 17th day of October, 2005 by Grand/Sakwa/Jacobson Novi LLC, a Michigan Limited Liability Company, hereinafter referred to as "Developer", whose address is 32400 Telegraph Road, Suite 100, Bingham Farms, Michigan 48025-2460, 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".

WITNESSETH:

114R

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 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 under the provisions of the Act.

0001797

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Knightsbridge Gate as a residential Condominium under the Act and does declare that Knightsbridge Gate (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 matter utilized, subject to the provisions of the Act, and as same may be amended, 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

Knightsbridge Gate
Master Deed

O.K. - KB

O.K. - RC

burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Knightsbridge Gate, Oakland County Condominium Subdivision Plan No. 1797. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, and the designation of Common Elements, are set forth completely in the Condominium Subdivision Plan and/or in Article IV and/or Article V of this Master Deed. Each Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own entrance to and exit from a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the right to use and enjoy the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II

LEGAL DESCRIPTION

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

LAND IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN PART OF THE N.W. 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY MICHIGAN, DESCRIBED AS BEGINNING AT THE N.W. CORNER OF SAID SECTION 18 AND PROCEEDING ALONG THE NORTH LINE OF SAID SECTION 18 ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH) S. 89°31'51" E. 1254.78 FEET; THENCE S. 04°08'06" E. 330.10 FEET; THENCE S. 89°31'51" E. 31.12 FEET; THENCE S. 00°15'03" E. 2332.12 FEET TO THE EAST-WEST 1/4 LINE OF SAID SECTION 18; THENCE ALONG SAID 1/4 LINE N. 89°36'24" W. 988.92 FEET; THENCE N. 00°21'01" E. 660.00 FEET; THENCE N. 89°36'24" W. 330.00 FEET TO THE WEST LINE OF SAID SECTION 18 ALSO BEING THE CENTERLINE OF NAPIER ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID WEST LINE AND CENTERLINE N. 00°21'00" E. 2003.65 FEET TO THE POINT OF BEGINNING, CONTAINING

(LIBER 36493 PG 03)

LIBER 36640 PG 03

74.52 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL LAWFUL EASEMENTS, RESTRICTIONS, RIGHT-OF-WAYS OF RECORD AND ALL GOVERNMENTAL LIMITATIONS, AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER 12 MILE ROAD AND NAPIER ROAD.

Tax Item No. 22-18-100-001

22-18-101-000ent

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 Knightsbridge Gate Association, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Knightsbridge Gate 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. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Association. "Association" means Knightsbridge Gate Association, which is the nonprofit 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 4. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of Knightsbridge Gate Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 5. 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 6. City or City of Novi. "City" or "City of Novi" means the City of Novi, Oakland County, Michigan, a Michigan municipal corporation, and its successors, assigns and transferees.

Section 7. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 8. Condominium Documents. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation and rules and regulations, if any, of Knightsbridge Gate Association as all of the same may be amended from time to time.

Section 9. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, and the buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging to Knightsbridge Gate as described above.

Section 10. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Knightsbridge Gate as a Condominium established in conformity with the provisions of the Act.

Section 11. Condominium Subdivision Plan. "Condominium Subdivision Plan" means the Condominium Subdivision Plan of Knightsbridge Gate as surveyed by Zeimet/Wozniak & Associates, Inc., of 28450 Franklin Road, Southfield, Michigan 48034, which is attached as Exhibit "B" hereto, and all amendments and re-plats thereof which from time to time may be recorded in the office of the Oakland County Register of Deeds.

Section 12. Co-owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 13. Consent Judgment. "Consent Judgment" means the Consent Judgment entered into between the Paragon Properties Company and the City of Novi, entered December 27, 2004, in the Sixth Circuit Court for the County of Oakland, State of Michigan, Case No. 03-046468-AZ, recorded at Liber 34732, Pages 618-654, inclusive, Oakland County Records.

Section 14. Developer. "Developer" means Grand/Sakwa/Jacobson Novi LLC, a Michigan Limited Liability Company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 15. Development and Sales Period. "Development and Sales Period" means the period commencing with the recording of the Master Deed and continuing so long as Developer owns either legal or equitable title to any Unit which it is in the process of developing or has offered for sale, on which the construction of a residential dwelling is ongoing, or which it utilizes as a model for this Condominium Project and/or for any other Development, and/or for so long as the Developer, its affiliate, successors or assigns, has the right to develop and improve any land and/or additional Units in this Condominium, whichever of the preceding periods is longer.

Section 16. 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 may properly be brought before the meeting. Such meeting is to be held: (a) in the Developer's sole discretion either before or after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily no later than one hundred twenty (120) days after the conveyance of legal or equitable title to nonDeveloper Co-owners of seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 17. Master Deed; Consolidating Master Deed. "Master Deed" means this Master Deed, as the same from time to time hereafter may be amended by one or more instrument(s) duly executed and acknowledged in accordance with the requirements of the Master Deed, the Act and other applicable laws, if any, of the State of Michigan, and duly recorded in the office of the Oakland County Register of Deeds, being the Condominium Document recording the Condominium Project which is required by Section 8 of the Act. "Consolidating Master Deed" means the final amended Master Deed which, if and when recorded in the office of the Oakland County Register of Deeds, shall describe Knightsbridge Gate as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all prior amendments thereto and restatements thereof. Notwithstanding anything contained herein to the contrary, in the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan, the Developer may, to the extent permitted by the Act, satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 18. 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 19. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Knightsbridge Gate as such space may be described in Exhibit "B" hereto and in Article V, Section 1 below, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All dwellings, structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which located and, unless otherwise expressly provided in Article IV below or otherwise expressly depicted or designated in the Condominium Subdivision Plan, shall not constitute Common Elements.

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

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where 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.

ARTICLE IV

COMMON ELEMENTS AND MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

The Common Elements of the Condominium, described in Exhibit "B" attached hereto, 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, Private Roads and Beneficial Easements. That portion of the land described in Article II hereof which is not located within the boundaries of a Unit, as so designated and depicted on the Condominium Subdivision Plan and described in Article V, below. The private roads, until and unless dedicated to the County, the entryway, boulevard, and parks shall be General Common Elements. Notwithstanding the foregoing, the private roads and/or General Common Element land adjacent to the public roads (i.e. 12 Mile Road and Napier Road) shall cease to be a General Common Element if, when and to the extent dedicated to and accepted for public use and maintenance; provided

further, that the Developer does not intend or expect to so dedicate any of the private roads within the Condominium and expressly disclaims any responsibility to do so. The Developer's reservation of this right to dedicate or transfer title to the roads in the Project shall not be construed to require that the Developer or Association do so, or to increase or otherwise alter any obligation which the Developer may have with respect to the construction or installation of roads in the Condominium.

- (b) Wetlands. The wetland areas located within the boundaries of this Condominium as depicted on Exhibit "B" hereto are General Common Elements, subject to the proposed Conservation Easement as discussed in Article X, Section 12, of this Master Deed, which are also part of the storm water management system described below.
- (c) Common Sidewalks Within Unit Boundaries. The common sidewalks located upon the Units in the Condominium which are along the path of the roadways in the Condominium, as depicted on Exhibit "B" hereto.
- (d) Common Landscaping and Landscaping within the Landscape Easement Areas on Certain Units. The common landscaping located upon the General Common Elements of the Condominium, and the landscaping located within the Landscape Easement Areas upon Units 142 -146, and Units 259 -289, (as depicted on Exhibit "B" hereto).
- (e) Street Identification and Traffic Control Signs. All street identification and traffic control signs within the Condominium.
- (f) Electrical. The electrical transmission system throughout the Condominium up to the point of connection for individual Unit service.
- (g) Telephone and Cable Television. The telephone and cable television wiring networks, if any, throughout the Condominium to the point of connection for individual Unit service.
- (h) Gas. The gas distribution system throughout the Condominium up to the point where the service is stubbed for connection within the individual Unit boundaries.
- (i) Water Distribution Facilities. Unless and until they are dedicated for public use to, and responsibility for their maintenance, repair and replacement accepted by, the County or another governmental authority, the water distribution facilities throughout the Condominium up to the point of connection of the water service leads on an individual Unit.
- (j) Sanitary Sewer Facilities. Unless and until they are dedicated for public use to, and responsibility for their maintenance, repair and replacement accepted by, the City or

another governmental authority, the sanitary sewer system throughout the Project, including the pump station, control panel and valve chamber, as depicted on Exhibit "B" hereto, up to the point of connection with the sanitary sewer service leads on an individual unit.

- (k) Telecommunications. All telecommunications systems, if any, if and when they may be installed, up to the point of connection for individual Unit service.
- (l) Underground Lawn Irrigation System, if any. The underground lawn irrigation system throughout the Condominium, if any, excepting any lawn irrigation system that is installed by a Co-owner for the use of his individual Unit.
- (m) Storm Water Management System and Detention Ponds. The storm water management system located throughout the Condominium as depicted and so designated on the Condominium Subdivision Plan, including, without limitation, the detention ponds, wetlands, storm sewers, lines, inlets and outlets, catch basins and associated plumbing systems. Certain Units within the Condominium contain General Common Element catch basins and associated storm sewer pipes and other apparatus over which the Association has an easement for maintenance, repair and replacement, as depicted on Exhibit "B" hereto. Units 20 and 21, and Units 31 and 32 each contain a ten foot (10') easement for ingress and egress over them for access to the adjacent detention areas, respectively, as depicted on Exhibit "B" hereto, and as discussed further in Article X, Section 15, hereinbelow.
- (n) Other. All easements and rights which are of general benefit to the Condominium and/or Co-owners (including, without limitation, any easements and rights as the Developer has reserved for the benefit of itself and this Condominium over and for the use of the private roads and utilities of Knightsbridge Gate); and all other components of the Condominium not hereinabove designated as General 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 Condominium.

The designation of the utility General Common Elements as set forth herein is for the purpose of defining the Developer's responsibility to provide utilities. The Developer is responsible to provide the main utility lines of the Project and the individual Unit Co-owners are responsible for providing service lines from the "main lines" to the improvements located on the Co-owner's Unit. The Co-owner shall be responsible for the expense and construction of the service lines from the point of connection with the "main lines" to the improvements located within the Co-owner's Unit.

Some or all of the utility lines, systems (including mains and leads) and equipment described above, and the cable television and telecommunications systems, if and when constructed, may be owned by the local public authority or by the company

that is providing the pertinent service. Such utility lines, systems and equipment, and the cable television and telecommunications systems, 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 whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of less than all Co-owners.

- (a) Mailboxes and Posts. Each individual postal mailbox is a Limited Common Element appurtenant to the Unit it serves, and the post to which it is attached is a Limited Common Element assigned to all Units whose postal mailboxes are attached thereto. Certain Units in the Condominium will have the Limited Common Element mailboxes and posts located thereon, in which event the Developer and the Association have an easement for access, construction, maintenance, repair and replacement thereof, and the other Co-owners with Limited Common Element mailboxes located thereon have an easement for access to their respective mailbox.

There are no other Limited Common Elements in the Condominium. During the Development and Sales Period, the Developer may amend this Master Deed and the Condominium Subdivision Plan attached hereto as Exhibit "B" to create Limited Common elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan.

Section 3. Responsibilities. The respective responsibility for the maintenance, decoration, repair and replacement of the Common Elements, and of all structures and improvements located within the boundaries of a Unit, are as follows:

- (a) Mailboxes and Posts. The responsibility to maintain, repair and replace each Limited Common Element postal mailbox and the posts to which multiple mailboxes are attached, as referenced in Section 2(a) above, shall be borne by the Association and the cost thereof shall be a cost of administration. The association shall be responsible to restore lawn area(s) destroyed incidental to undertaking its maintenance, repair and/or replacement responsibilities herein; however, it shall not be responsible to restore landscaping and/or anything which may have been installed or constructed in the vicinity of the mailbox post other than grass.
- (b) Roadways and Common Sidewalks Located Within the Unit Boundaries. The responsibility to maintain, repair, replace and resurface the roadways located throughout the Condominium and the common sidewalks located within the Units, including snow removal, shall be borne by the Association and the cost thereof shall be a cost of administration. The responsibility to maintain, repair, replace the public sidewalks located within or adjacent to the right-of-ways of Napier Road and 12 Mile

been or is anticipated to be accepted by the City of Novi. The responsibility for and cost of maintenance, repair and replacement of all utility and sanitary sewer leads and lines located within a Unit shall be borne by the Co-owner of the Unit, except to the extent that those expenses are borne by a utility company or a public authority.

- (i) Storm Water Management System and Detention Ponds. The responsibility to preserve, retain, maintain, keep up, repair and replace the Common Element storm water management system throughout the Condominium, as depicted and so designated in the Condominium Subdivision Plan, including, but without limitation, the detention ponds, wetlands, storm sewers, lines, inlets and outlets, associated plumbing systems shall be borne by the Association and the cost thereof shall be a cost of administration; provided, however, that the Association's responsibility therefore shall cease if, and to the extent that, such storm water management system is dedicated for public use to, and the responsibility for its maintenance is accepted by, the Oakland County Drain Commission, or another governmental authority.
- (j) Other Common Elements. The responsibility to maintain, keep up, repair and replace roadways and entryways (in any such case until, and unless, dedicated for public use and maintenance to, and accepted by, the Oakland County Road Commission, or another governmental authority), and other Common Elements not specifically described elsewhere in this Section 3 shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary and except to the extent that such maintenance, repair or replacement is required due to the act or neglect of a Co-owner or his agent, guest, invitee, tenant, or other nonCo-owner occupant for which such Co-owner is responsible, and the cost thereof shall be borne and/or assessed to the responsible Co-owner.
- (k) Co-owner Responsibility for Units. Developer anticipates that a separate residential dwelling (including attached garage) will be constructed within each of the Units depicted on Exhibit "B", together with various additional improvements, including, without limitation, structures which are appurtenant to such dwelling and landscaping. All such dwellings and additional improvements shall be constructed and/or installed in accordance with the Architectural Control Restrictions set forth in Article VI of the Bylaws, Exhibit "A" hereto. The responsibility to maintain, decorate, repair and replace all residences, structures and improvements located within the Units, including, without limitation, the dwelling structure, utility leads, interior walkways (but not including General Common Element sidewalks along the roadways), lawn, landscaping and any and all other improvements located therein (but not including such landscaping as is located within the Landscape Easement Areas of Units 142-146 and Units 259-289, as described in Article IV, Section 3 (e) above), and the cost thereof shall be borne by the Co-owner of the Unit to which such residence, structure and improvements are appurtenant; provided, however, that in the event that the Co-owner fails to maintain and/or repair any residence, structure, improvement or other portion of the Unit (including lawn mowing and maintenance of landscaping) to such standards as are

required by the Condominium Documents, then the Association (or the Developer at its option during the Development and Sales Period) shall have the right, but not the obligation, to perform such maintenance and/or repair and charge the Co-owner the costs thereof and collect such costs in the manner provided for the collection of assessments as set forth in Article II of the Bylaws. In the event of a conflict between the Developer and the Association regarding the enforcement of this Section, the Developer's rights shall control over the Association's rights during the Development and Sales Period.

- (l) General Municipal Maintenance Standards and Requirements. The maintenance, repair and preservation of all common areas, landscaping, signage, open spaces, natural feature areas, wetlands, woodlands, habitat areas, detention and storm drainage facilities, and all other common Elements and improvements located within this Condominium shall be performed to a reasonable standard of care.

In the event that the Association shall at any time fail to carry out one or more responsibilities or obligations relative to maintenance, repairs and/or preservation, the City of Novi shall have the right to serve written notice upon the Association setting forth the deficiencies in maintenance, repair and/or preservation. The notice may also set forth a demand that such deficiencies be cured within a stated reasonable period of time, and further state a date, time and place of hearing before the City Council or other board, body or official delegated by the City Council, for the purpose of allowing the Association to be heard as to why the City should not proceed with the maintenance, repairs and/or preservation which had not been undertaken. At the hearing, the City may take action to extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the City shall determine that the maintenance, repairs and/or preservation have not been completed within the time specified in the notice, as such time may have been extended by the City, the City shall, thereupon, have the power and authority, but not the obligation, to enter upon the Condominium, or cause its agents and/or contractors to enter upon the Condominium, and perform such maintenance, repairs and/or preservation as found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs and/or preservation, shall be paid by the Association, and such amounts shall constitute a lien upon all Units in the Condominium. The City may require the payment of such monies prior to the commencement of any work.

If such costs and expenses have not been paid within thirty (30) days of a billing to the Association, all unpaid amounts may be placed on the delinquent tax roll of the City (allocated among the Units in the Condominium on a pro-rata basis), and shall accrue interest and penalties, and shall be collected in the manner made and provided for the collection of delinquent real property taxes in the City. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Association, and in such event, the Association shall pay all Court costs and

Road, and the boardwalk located within or adjacent to the right-of-way of Napier Road, shall be borne by the City of Novi; however, in the event that the City does not properly perform its responsibilities, the Association shall have the right to do so at its own cost, which shall be a cost of administration.

- (c) Underground Lawn Irrigation System, if any. The responsibility to maintain, upkeep, repair and replace the Common Element underground lawn irrigation system throughout the Condominium, if any, shall be borne by the Association and the cost thereof shall be a cost of administration.
- (d) Street Trees. The Co-owner of each Unit shall be responsible to irrigate, feed, prune and otherwise maintain and replace the street tree(s) planted upon the Co-owner's Unit, and all other landscaping contained within the Unit boundaries, except such landscaping as is located within the Landscape Easement Areas of Units 142-146 and Units 259-289 (as depicted on Exhibit "B" hereto). The responsibility to maintain and replace all other Common Element landscaping contained in the Condominium, but outside of the Unit boundaries, including, but not limited to, the landscape at the entrances to the Condominium and any landscaping adjacent to Twelve Mile Road and adjacent to Napier Road, shall be undertaken by the Association and the cost thereof shall be a cost of administration.
- (e) Common Landscaping and Landscaping within the Landscape Easement Areas of Certain Units. The responsibility to maintain and replace landscaping located within the entrance areas to the Condominium, located upon all other General Common Elements, and located within the Landscape Easement Areas of Units 142-146 and Units 259-289, as described above in Section 1 (d) of this Article IV, shall be undertaken by the Association and the cost thereof shall be the cost of administration.
- (f) Street Identification and Traffic Control Signs. The responsibility to maintain, keep up and replace the street identification and traffic control signs within the Condominium shall be borne by the Association and the cost thereof shall be a cost of administration.
- (g) Water Distribution Facilities. Unless and until the water distribution facilities are dedicated for public use to, and the responsibility for their maintenance, repair and replacement is accepted by, the County or another governmental authority, the responsibility to maintain, repair and replace the Common Element water distribution facilities throughout the Condominium, as depicted and so designated in the Condominium Subdivision Plan, shall be borne by the Association and the cost thereof shall be a cost of administration.
- (h) Sanitary Sewer Facilities. The sanitary sewer facilities throughout the Condominium, including the pump station, control panel and valve chamber, as depicted and so designated in the Condominium Subdivision Plan, have been or will be dedicated for public use, and the responsibility for their maintenance, repair and replacement has

reasonable attorney's fees incurred by the City in connection with such suit if the City obtains relief in such action.

Any failure or delay by the City to enforce this provision shall not be deemed or construed, or otherwise relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement.

In all instances in which the City is authorized to pursue maintenance, repairs and/or preservation, as provided above, the City, and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the Condominium reasonable necessary or appropriate for the purpose of inspecting and/or completing the respective work.

- (m) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have reasonable access to the Common Elements and Condominium Units, including the dwelling structures constructed thereon, to reconstruct, repair or maintain such services, and any costs incurred in opening and repairing any wall of a dwelling structure to reconstruct, repair or maintain such service shall be borne by the individual Co-owner of that Unit. Each Co-owner shall be responsible for payment of all utility service deposits and charges attributable to his Unit.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in a manner that is inconsistent with the purposes of the Condominium or which may be expected to interfere with or impair the right of another Co-owner to use and enjoy his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. This Condominium established pursuant to the Master Deed of Knightsbridge Gate consists of three hundred and forty-eight (348) Units, subject to the rights of the Developer reserved in Articles VI and VII of this Master Deed. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of Knightsbridge Gate as surveyed by Zeimet/Wozniak & Associates, Inc., and which Plan is attached hereto as Exhibit "B". Each Unit number is as it appears on the Condominium Subdivision Plan. Each Unit shall consist of the space contained within the Unit boundaries, as delineated by the Condominium Subdivision Plan with heavy outlines, together with all appurtenances thereto.

(LIBER 36493 PGO 14)

LIBER 36640 PGO 14

Section 2. Percentages of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics that would affect maintenance costs and value of each Unit in the Condominium and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, his proportionate share in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

Section 3. Modification of Units and Common Elements by Developer. The size, location, nature, design or elevation of Units and/or Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B", as same may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element, if any. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 4. Relocation of Boundaries of Adjoining Units by Co-owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of these Units. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendment shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such

(LIBER36493 PGO15) LIBER36640 PGO15

amendment may be effected without the necessity of re-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. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs and attorney's fees for the preparation and recording thereof which may be assessed to and collected from the responsible Co-owner(s) in the manner provided in Article II of the Bylaws attached hereto as Exhibit "A".

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Knightsbridge Gate and consisting of three hundred and forty-eight (348) Units may be expanded to include additional land, an additional four (4) Units for a total of three hundred and fifty-two (352) Units, and/or additional Common Elements such as, without limitation, a pool and a cabana, which if expanded, will be constructed upon all or some portion or portions of the following described land which may be added to the Condominium:

LAND IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN PART OF THE N.W. 1/4 OF SECTION 18 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE N.W. CORNER OF SAID SECTION 18 AND PROCEEDING ALONG THE NORTH LINE OF SAID SECTION 18 ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH) S. 89°31'51" E. 1254.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE OF SECTION 18 AND 12 MILE ROAD CENTERLINE S. 89°31'51" E. 168.21 FEET; THENCE S. 00°15'03" E. 330.00 FEET; THENCE N. 89°31'51" W. 163.12 FEET; THENCE N. 01°08'06" W. 330.10 FEET TO THE POINT OF BEGINNING CONTAINING 1.26 ACRES, AND BEING SUBJECT TO ALL LAWFUL EASEMENTS, RESTRICTIONS, RIGHT-OF-WAYS OF RECORD AND ALL GOVERNMENTAL LIMITATIONS, AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER 12 MILE ROAD.

Tax Item No. 22-18-100-001

Reserving easements of record.

(hereinafter referred to as "Area of Future Development").

Section 2. Increase in Number of Units and Addition of Common Elements. Any other provisions of this Master Deed notwithstanding, the Condominium may, at the option

of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be expanded by the addition to this Condominium of any portion of the Area of Future Development and the construction of residential Units and/or Common Elements thereon. This six (6) year period may be extended with the prior approval of sixty-six and two-thirds (66-2/3%) of all Co-owners eligible to vote. The location, nature, appearance, design (interior and exterior) and structural components of all such additional of residential Units and/or Common Elements as may be constructed thereon shall be determined by the Developer in its sole discretion. One-hundred percent (100%) of all additional Units will be devoted to residential use and/or such additional Common Elements will be devoted to use of the residents of this Condominium.

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

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 1. Contractible Area. Although the Condominium established pursuant to this Master Deed of Knightsbridge Gate consists of three hundred and forty-eight (348) Units, the Developer hereby reserves the right to contract the size of the Condominium so as to contain two (2) Units or more, by withdrawing all or any portion of Units 3-348 from the Condominium (labeled "need not be built" on the Condominium Subdivision Plan attached hereto as Exhibit "B"), and/or by withdrawing all or any portion of such additional Units as may be added through subsequent amendments to this Master Deed, by withdrawing any Common Elements including, without limitation, land and utilities not needed to service the remaining Units (hereinafter collectively referred to as the "Contractible Area"), subject to the terms and conditions of the Consent Judgment and such contraction shall be undertaken in accordance with all applicable laws and ordinances and shall not violate the terms and conditions of the Conservation Easement described in Article X, Section 12 of the Master Deed. Developer reserves the right to use a portion of the land so withdrawn to establish, in its sole discretion, a separate condominium project (or projects) or any other form of development, or to

retain or sell as undeveloped land. Developer further reserves the right, subsequent to such withdrawal by prior to six (6) years from the date of recording this Master Deed, to expand the Project so reduced to include all or any portion of the land so withdrawn.

Section 2. Decrease in Number of Units. Any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer or its successors or assigns, from time to time, within a period no later than six (6) years from the date of recording this Master Deed, be reduced to no less than two (2) Units by withdrawing any portion, or all, of the Contractible Area from the Condominium. This period may be extended with the prior approval of sixty-six and two-thirds percent (66-2/3%) of all Co-owners who are eligible to vote. There are no restrictions on the election of the Developer to contract the size of the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to withdraw portions of the Contractible Area from the Condominium in any particular order.

Section 3. Statutory Right to Contract Undeveloped Portions of Condominium. The Act provides that, if the Developer has not completed development and construction of Units or improvements in the Condominium Project that are identified as "need not be built" during a period ending six (6) years from the date the Developer exercised its rights with respect to either expansion, contraction or convertibility, whichever right was exercised last, or within ten (10) years after the date of commencement of construction by the Developer of the Project, if no expansion, contraction or conversion has occurred, the Developer, and its successors or assigns, may withdraw from the Project undeveloped portions of the Project not identified as "must be built" without the prior consent of any Co-owners, any Unit mortgagees or any other party having an interest in the Project. The undeveloped portions of the Project withdrawn automatically shall be granted easements for utility and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project before the expiration of the six (6) year time period previously described, i.e., six (6) years from the date of the last expansion, contraction or conversion of this Project, or before the expiration of ten (10) years from the date of commencement of construction, if no expansion, contraction or conversion has occurred, such lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease. In such event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association may bring an action to require revisions to the percentages of value pursuant to the Act.

ARTICLE VIII

CONVERTIBLE AREA

Section 1. Convertible Area. The Developer intends to construct the Units in the Condominium as indicated on the Condominium Subdivision Plan (Exhibit "B" hereto). However, the Developer hereby reserves the right to convert the General Common Element areas immediately adjacent to the Units as the need arises in order to make reasonable changes to Unit sizes and to increase or decrease the immediately adjacent common area sizes accordingly, subject to the terms and conditions of the Consent Judgment and such converting shall be undertaken in accordance with all applicable laws and ordinances and shall not violate the terms and conditions of the Conservation Easement described in Article X, Section 12 of the Master Deed. The Developer further hereby reserves the right to create General and/or any Limited Common Elements within any portion of the Condominium and/or to designate those Common Elements therein which may be subsequently assigned as Limited Common Elements.

Section 2. Time Period in Which to Exercise Option to Convert. The Developer's option to convert certain areas of the Condominium as provided in Section 1 above shall expire six (6) years from the date of recording of this Master Deed and may be exercised at one time or at different times within said six (6) year period as the Developer, in its sole discretion, may elect. This period may be extended with the prior approval of sixty-six and two-thirds (66-2/3%) of all Co-owners eligible to vote.

Section 3. No Additional Units to be Created in Convertible Area. No additional Units shall be added to the Condominium as a result of the exercise of the Developer's option to convert the Condominium reserved in Section 1 above, since the Developer's right to convert the Condominium is limited solely to the right to reasonably alter sizes, and boundaries of the Units and the common areas and/or to create additional Common Elements as provided in Section 1 above.

ARTICLE IX

OPERATIVE PROVISIONS

Any expansion, contraction or conversion in the Project pursuant to Articles VI, VII or VIII above shall be governed by the provisions as set forth below:

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion 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 assigns and in which the percentages

of value set forth in Article V hereof shall be proportionately readjusted, if applicable, in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustment in the percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Condominium.

Section 2. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being added, withdrawn or converted in Knightsbridge Gate by such amendment pursuant to Articles VI, VII or VIII above. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of said Articles, including, but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for the parcel or parcels of the Area of Future Development and/or the Contractible Area withdrawn from the Condominium, and to provide access to any Unit that is located on, or planned for said parcel or parcels of the Area of Future Development and/or the Contractible Area from the roadways located in the Condominium.

Section 3. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purposes of Articles VI, VII or VIII above and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference the entire Master Deed or the Exhibits hereto and any pertinent portions of this Master Deed and the Exhibits hereto.

Section 4. Consolidating Master Deed. In the event this Master Deed is amended from time to time to expand the size of the Condominium, as provided in Article VI hereinabove, a Consolidating Master Deed shall be recorded pursuant to the Act or, in lieu thereof, if permissible the certificate described in Article III, Section 17 hereinabove shall be filed, when the Condominium is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of

development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE X

EASEMENTS AND RESTRICTIONS

Section 1. Easements for Maintenance of Encroachments, Utilities, Storm Water Management System and Surface Drainage. In the event any building or structure constructed upon a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of the building or structure, 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. This Section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, any Units described in this Master Deed that are comprised of land and/or airspace above and/or below said land without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement. The Developer, the Association, and the City or such other appropriate governmental agency, shall have easements to, through and over the Units and the General Common Element land for the continuing maintenance and repair of water mains, sanitary sewers, the storm water management system and other utilities.

Section 2. Easement Retained and Granted by Developer Over Roads and Other Common Elements.

A. Easement Retained by Developer Over Roads and Other Common Elements. 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, including any land that may be withdrawn from time to time as reserved in Article VII above, and which lies outside the Condominium, the Developer reserves an easement for the unrestricted use of the entrance area(s) and all roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from the Condominium from time to time pursuant to Article VII hereinabove. All expenses of maintenance, repair, replacement and resurfacing of any road and the entrance area referred to in this Article X, Section 2 shall be shared by this Condominium and any developed portions of any land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from the Condominium from time to time as reserved in Article VII above, and 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 (to be paid as a cost of administration by the Association), 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 of the dwellings in any land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII above, which lies outside this Condominium and whose closest means of access to a public road is over such road.

B. Emergency Easement Granted by Developer Over Roads and Other Common Elements. Developer further hereby grants, for the benefit of the Developer, the Co-owners, the City of Novi, and the Association, an easement over the Condominium Project as described in Article II hereinabove, and depicted on Exhibit "B" hereto, for the use by the City and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the premises, owners, occupants and invitees thereof. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.

Section 3. Easement Retained by Developer Over Condominium for Development, Construction and Sale. Except as and unless any such Common Element has been dedicated to and accepted by the City or another governmental authority, the Developer reserves for the use and benefit of the Developer, its successors and assigns, and all builders, if any, to which it shall specifically delegate its rights hereunder, and shall have during the Development and Sales Period, a private non-exclusive easement for the unrestricted use of all unsold Units and General Common Element land and streets for the purpose of: (a) developing, constructing and selling unsold Units and Condominium and Unit improvements; and (b) developing, constructing and erecting improvements upon, and selling any portion or portions of the land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from this Condominium from time to time as reserved in Article VII of this Master Deed. The Developer's reserved rights shall include, but not be limited to, the right, in furtherance of such development, construction and sales activities, to: (I) maintain and operate a sales office in the Condominium; (II) post and maintain on Common Element lands, subject to compliance with any applicable City ordinance, sales advertising signs describing the Condominium, and/or any land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from this Condominium from time to time as reserved in Article VII of this Master Deed; (III) invite onto unsold Units and Common Element lands, and provide thereon temporary parking for, construction personnel and members of the general public who are interested in purchase; (IV) utilize, and permit all such invitees, contractors and construction personnel to utilize, the roads and utilities in the Condominium; and (V) generally do all such additional things and utilize such of the Common Elements, not inconsistent with the use and

enjoyment rights of existing Co-owners, as are necessary or beneficial to the efficient and orderly development, construction and sale of improvements within the Condominium and/or any land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from this Condominium from time to time as reserved in Article VII of this Master Deed.

Section 4. Easement Retained by Developer to Use Utilities, Detention Ponds and Wetlands, and for Surface Drainage in this Condominium. Developer also hereby reserves for the benefit of itself, its successors and assigns, for all future owners of any land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII above, or any portion or portions thereof, its tenants, guests and invitees, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains, detention ponds and wetlands located on this Condominium Premises, also including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, and storm and sanitary sewer mains. In the event that the Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities, detention ponds and wetlands 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, typing in, extension or enlargement.

All expenses of maintenance, upkeep, repair and replacement of the utility mains, detention ponds and wetlands described in this X, Section 4 shall be borne by this Condominium and any developed portions of any land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII of this Master Deed, which are served by such utility mains, detention ponds and wetlands. 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 said 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 completed dwellings on any land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII of this Master Deed, which are serviced by such utility mains, detention ponds and wetlands; 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. Said expense sharing shall be applicable only to the utility mains, detention ponds and wetlands 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 in the Condominium, and by the Co-owners of the Units on which such lead or leads are located and which such lead or leads service, or the owner or owners, or any association of owners, as the case may be, of any land described in Article VI or any portion or portions thereof, including

any land that may be withdrawn from time to time as reserved in Article VII of this Master Deed, upon which are located the Units which such lead or leads service.

Developer also hereby reserves for the benefit of itself, its successors and assigns, and the owner or owners, or any association of owners, as the case may be, of any land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII of this Master Deed, a perpetual easement to modify the landscaping and/or grade in any portion of the Condominium Premises in order to preserve and/or facilitate surface drainage in a portion or all of the land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII of this Master Deed. The party responsible for the modifications, i.e., the Developer, its successors and assigns, shall bear all costs of such modifications. Any such modification to the landscaping and/or grade in the Condominium Premises under the provisions of this Article X, Section 4 shall not impair the surface drainage in this Condominium.

Section 5. Reservation of Right to Dedicate, or Transfer Title to Roads for Public Use.

The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right thereafter, to dedicate for public use, the rights-of-way, or in lieu thereof transfer title, to any or all of the private roads and/or General Common elements appurtenant to public roads (i.e. 12 Mile Road and/or Napier Road) in the Project to the Oakland County Road Commission, or another appropriate governmental authority. Any such right-of-way dedication or transfer of title may be made 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 the Condominium Subdivision Plan recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication or transfer of title. The Developer's reservation of this right to dedicate or transfer title to the roads in the Project shall not be construed to require that the Developer or Association do so, or to increase or otherwise alter any obligation which the Developer may have with respect to the construction or installation of roads in the Condominium.

Section 6. Reservation of Right to Grant Easements for or Dedicate Utilities.

The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right, thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the 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 written easement or, where applicable, amendment to this

Master Deed and to Exhibit "B" hereto, and recorded in the Oakland County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 7. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises, for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired.

Section 8. Easements Over Condominium Premises for Maintenance, Repair and Replacement. There shall exist permanent non-exclusive easements to and in favor of the Developer, the Association and its officers, directors, agents and designees, and all public and private utilities in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the dwellings constructed within the Project, as may be necessary to fulfill any of their respective responsibilities of maintenance, decoration, repair, replacement or upkeep under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium, including, without limitation, tapping into the water spigots located within the Units for landscape and lawn maintenance and/or any other purpose as may be necessary to fulfill said maintenance, decoration, repair, replacement or upkeep responsibilities. For example, but not in limitation of the generality of the foregoing, the individual Co-owners are responsible for the maintenance, repair and replacement of all structural elements contained within their respective Unit boundaries, excepting the General Common Element sidewalks, but including the driveway. The individual Co-owners are also responsible for lawn mowing and maintenance and replacement of landscaping, including the street trees within their Units, but not including such landscaping as is located within the Landscape Easement Areas of Units 142-146 and Units 259-289, as described below in Section 15. B of this Article X. Subject to such further restrictions and requirements as are set forth in Article VI of the Bylaws and any rules and regulations as may be promulgated by the Association from time to time. If a Co-owner fails or neglects to maintain the exterior structural components of the Co-owner's Unit, including the driveway, in an aesthetic and/or harmonious manner as required by this Master Deed, the Bylaws, or as may from time to time be established by the Association in duly adopted regulations passed by the Board pursuant to Article VI, Section 11 of the Bylaws, or fails to timely mow the lawn or otherwise to maintain the landscaping within the Unit boundaries, the Association may effect such maintenance to the Unit and/or such maintenance of landscaping, including, without limitation, tapping into the water spigot(s) located within the Unit, and to assess the Co-owner the costs thereof as provided herein below. Neither the Developer nor the

Association shall be liable to the Co-owner of any Unit or any other person, in trespass or any other form of action, for the exercise of rights pursuant to this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. 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 to perform any responsibilities 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 installment of the annual assessment next falling due, and a lien for nonpayment shall attach as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of annual assessments including, without limitation, legal action and foreclosure of the lien securing payment.

Section 9. City of Novi Building Restrictions. No accessory structures such as sheds and like structures shall be permitted to be constructed, erected or maintained upon any Unit in the Condominium, as provided in Article VI, Section 2 .E.10 of the Bylaws (attached hereto as Exhibit "A"). Additionally, as provided in Article VI, Section 2.E.5 of the Bylaws (attached hereto as Exhibit "A"), at least thirty percent (30%) of the front exterior of each residential dwelling structure shall be constructed of brick or stone, which such requirement the City of Novi shall have the right to enforce.

Section 10. Telecommunications Agreements and Security. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility 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 and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein and security services to the extent the Board deems it necessary. 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 any 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 within the meaning of the Act and shall be paid over to and shall be the property of the Developer during the Development and Sales Period and, thereafter, the Association.

Section 11. Sharing of Expenses. For purposes of this Article X, the calculation of any fraction for the sharing of pertinent expenses according to the number of Units in this Condominium, the number of dwellings and other structures in any land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time, as reserved in Article VII above, shall include only those Units, dwellings and structures for which a certificate of occupancy has been issued by the City.

Section 12. Conservation Easement. The Developer, or its successors or assigns, reserves the right at any time during the Development and Sales Period, to reserve, grant or convey a Conservation Easement over the General Common Element wetland areas as depicted on Exhibit "B" hereto. Said Easement may be granted to the City and/or the State of Michigan Department of Environmental Quality (DEQ), its successors or assigns, in the form and containing such requirements as may be stipulated by the City and/or the DEQ, or its designee, and be recorded in the Oakland County Records. This Condominium Project, all Condominium Units, the Co-owners and the Condominium Association shall be benefitted and burdened by the proposed Conservation Easement which will attach to the title of the land and be binding upon and inure to the benefit of the Developer, the Condominium Association, the Co-owners of the Units, the City and/or the DEQ and their respective heirs, successors and assigns. The purpose of the Conservation Easement is to ensure protection of said lands, that they be preserved in their natural state, and to provide the City and/or the DEQ with the right to enforce the Conservation Easement covenants. The Conservation Easement will provide that the Grantor, its successors or assigns, will maintain the Easement Premises in their natural and undeveloped condition, will refrain from altering or developing the Conservation Easement areas in any way, including, but not limited to, the alteration of the topography, the placement of fill material, the dredging, removal, or excavation of any soil or minerals, the draining of surface water, the construction or placement of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation. The City and/or the DEQ, or its authorized employees and agents, may enter upon and inspect the Conservation Easement areas to determine whether they are being maintained in compliance with the terms of the Conservation Easement, and the terms of the Conservation Easement may be enforced by the City and/or the DEQ by either an action at law or in equity and shall be enforceable against the Condominium Association or a Co-owner or Co-owners.

Section 13. Consent Judgment. The Developer is developing the Project pursuant to a certain Consent Judgment entered into between Paragon Properties Company and the City of Novi, entered December 27, 2005 in the Sixth Circuit court for the County of Oakland, State of Michigan, Case No. 03-046468-AZ, which has been recorded at Liber 34732, Pages 618 - 654, inclusive, Oakland County Records. Accordingly, the provisions of this Master Deed and Exhibits "A" and "B" hereto shall be subject to the provisions of the Consent Judgment. In addition, notwithstanding anything to the

contrary contained in this Master Deed, any amendments to this Master Deed, including, without limitation, Article IV, Section 3(k), Article X, Section 2.B. and Article X, Section 12, of this Master Deed, or any other amendments which conflict with the terms of the Consent Judgment, shall require prior approval of the City of Novi. In the event that the maintenance standards set forth in the Consent Judgment are not achieved, as described in Article IV, Section 3 (k) hereinabove, the City, at its sole option, shall have the right to serve written notice thereof, conduct a hearing, perform the maintenance required and place a lien on the Condominium to be collected in a like manner as taxes. In the event of a conflict between the provisions of the Consent Judgment and the Condominium Documents, the provisions of the Consent Judgment shall control.

Section 14. Termination of Easements and Association Assumption of Obligations. Developer reserves the right, during the Development and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Projects or Common Elements.

Section 15. Easements Over Certain Units. The following subsections set forth the ingress and egress easements for access to the detention areas over certain Units and set forth the landscape easements over certain Units:

A. Detention Area Access Easements Over Units 20 and 21, and Over Units 30 and 32. A permanent ten foot (10') ingress and egress easement is hereby granted to the Developer, its successors and assigns, and to the Condominium Association, and its agents and employees, over Units 20 and 21, and Units 31 and 32 each for access to the detention areas, located adjacent thereto as depicted on the Condominium Subdivision Plan, attached hereto as Exhibit "B," for construction, maintenance, repair and replacement of the detention areas. Manholes, catch basins, pipes, mains and other utilities and easements are located upon many units, as depicted on the Condominium Subdivision Plan attached hereto as Exhibit "B," over which permanent easements for the construction, maintenance, repair and replacement of same are also hereby granted to the Developer, its successors and assigns, and to the Condominium Association, and its agents and employees. Permanent easements are hereby

granted to the Developer, its successors and assigns, and to the Condominium Association, and its agents and employees, for the construction, maintenance, repair and replacement of the mailbox posts and the mailboxes located upon certain Units in the Condominium and to the Co-owners and residents to access their respective assigned Limited Common Element mailboxes.

B. Landscape Easement Areas Over Units 142-146 and Over Units 259-289. A permanent ten foot (10') deep easement across the entire northerly boundary of all Units which abut the 12 Mile Road right-of-way, i.e. Units 142 through 146 and Units 259 through 274, and also across the entire westerly boundary of all Units which abut the Napier Road right-of-way, i.e. Units 274 through 289, ("Landscape Easement Areas") is hereby granted to the Developer, its successors and assigns, and to the Condominium Association, and its agents and employees, over said Units, as depicted on the Condominium Subdivision Plan attached hereto as Exhibit "B," for installation, maintenance and replacement of the landscaping located therein. After the expiration of the Development and Sales Period, the Association shall maintain and replace the landscaping located within said Landscape Easement Areas, as installed by the Developer, Builder and/or their successors or assigns, in an attractive, good condition throughout the year.

ARTICLE XI

AMENDMENT

This Master Deed and the Bylaws (Exhibit "A" to the Master Deed) and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of all of the Co-owners entitled to vote, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. A Co-owner's Unit dimensions or its appurtenant Limited Common Elements, if any, and any provisions relating to the ability or terms under which the Co-owner may rent the Unit, may not be modified without the written consent of the Co-owner.

Section 2. Change in Percentage of Value. The method or formula used to determine the percentage of value assigned to any Unit for other than voting purposes shall not be modified without the written consent of the Co-owner and first mortgagee.

Section 3. Mortgagee Approval Requirement. Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act. Moreover, insofar as permitted by the Act, this Master Deed shall be construed to

reserve to the Developer during the Development and Sales Period, and to the Co-owners thereafter, the right to amend this Master Deed and/or the Condominium Subdivision Plan without the consent of mortgagees, if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee approval of a proposed amendment to the Master Deed, Bylaws and/or Condominium Subdivision Plan is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of Units entitled to vote thereon. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

Section 4. By Developer. Prior to one (1) year after expiration of the Development and Sales Period described in Article III, Section 13 above, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed, the Bylaws attached as Exhibit "A", and the Condominium Subdivision Plan attached as Exhibit "B," in order to correct survey or other errors made in such documents, to carry out the intent of developing this Condominium Project in accordance with the approved plans, to comply with the requirements of governmental agencies, and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as have been specifically reserved to the Developer herein and/or therein, or such other amendments as do not materially affect any rights of any Co-owners or mortgagees in the Condominium, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or of the State of Michigan and to comply with the "Act," and any amendments thereto.

Section 5. Termination, Vacation, Revocation and Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (during the Development and Sales Period) together with eighty percent (80%) of the non-Developer Co-owners, and as otherwise allowed by law.

Section 6. Developer Approval. During the Development and Sales Period, Article V, Article VI, Article VII, Article VIII, Article IX, Article X and this Article XI 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. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the Bylaws attached hereto as Exhibit "A", nor the Subdivision Plan attached hereto as Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent

(LIBER 36493 PGO 30) LIBER 36640 PGO 30

of the Developer together with the requisite number of affirmative votes. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE XII

ASSIGNMENT AND COMPLIANCE

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 the Developer to any other entity or to the Association. Any such assignment shall be deemed to thereby release the Developer, Grand/Sakwa/Jacobson Novi LLC, from any and all obligation, responsibility and liability which may be attributable to the Developer under the terms of the Condominium Documents, the Purchase Agreements regarding the Condominium, the Consent Judgment, City of ordinances and regulations, and any other requirement, said obligations, responsibilities and liability, also including all rights and benefits, being thereby assumed by the successor developer or assignor. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Oakland County Register of Deeds. In the event that any provision of this Master Deed conflicts with any provision of the Bylaws and Condominium Subdivision Plan, the provisions of the Master Deed shall govern.

Grand/Sakwa/Jacobson Novi LLC,
a Michigan Limited Liability Company
Developer,

By: Knightsbridge Gate, Inc.
a Michigan Corporation
Its: Sole Member

By: _____
Scott Jacobson
Its: Vice President

By: _____
Gary Sakwa
Its: Vice President

(LIBER36493 PGO31)

LIBER36640 PGO31

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17 day of October, 2005, the foregoing Master Deed was acknowledged before me by Scott Jacobson, Vice President of Knightsbridge Gate, Inc., a Michigan Corporation, the member of Grand/Sakwa/Jacobson Novi LLC, a Michigan Limited Liability Company, in behalf of said Company.

Joyce L. Phulas
Joyce L. Phulas, Notary Public
Acting In: Oakland County, Michigan
My Commission Expires: 2-11-2007
JOYCE L. PHULAS
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Feb 11, 2007

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17 day of October, 2005, the foregoing Master Deed was acknowledged before me by Gary Sakwa, Vice President of Knightsbridge Gate, Inc., a Michigan Corporation, the member of Grand/Sakwa/Jacobson Novi LLC, a Michigan Limited Liability Company, in behalf of said Company.

Joyce L. Phulas
Joyce L. Phulas, Notary Public
Acting In: Oakland County, Michigan
My Commission Expires: 2-11-2007
JOYCE L. PHULAS
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Feb 11, 2007

Master Deed Drafted by:
When Recorded Return to:
ROBERT M. MEISNER, ESQ.
MEISNER & ASSOCIATES, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506
(248) 644-4433

RMM/KMserver\KnightsbridgeGate\Master Deed 9.12.05