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\$213.00 DEED
Receipt #257382

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204293772 5/17/2004
Bernard J. Youngblood
Wayne Co. Register of Deeds

RECORDED

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

\$6.00 REMONUMENTATION

EXAMINED AND APPROVED
DATE MAY 17 2004

BY RL / TCR

DANIEL P. LANE
PLAT ENGINEER

MASTER DEED

PLYMOUTH VILLAGE CONDOMINIUM

This Master Deed is made and executed on this 30th day of April, 2004, by Talon Homes - Plymouth, LLC, a Michigan limited liability company, hereinafter referred to as "Developer", whose address is 550 Hulet Drive, Suite 103, Bloomfield Hills, Michigan 48302, 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 Plymouth Village Condominium as a Condominium Project under the Act and does declare that Plymouth Village 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 * 780

The Condominium Project shall be known as Plymouth Village Condominium and by the Wayne County Condominium Subdivision Plan Number assigned by the Wayne County Register of Deeds. The engineering and architectural plans for the Project were approved by, and are on file with, the Township of Plymouth. The Condominium Project is established in accordance with the Act initially containing 80 Units subject to both contraction and expansion as provided below. 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

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

No. 2456 Remortgaging Date 5-17-04
C. Young

05-17-2004 44CL2456

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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 and shall be together with and subject to a certain Planned Unit Development Agreement entered into with the Township of Plymouth and recorded in Wayne County Records; and further subject to all other easements and restrictions of record and all governmental limitations. The Development is a fee simple Condominium Project and the interests of the Condominium Unit Owners shall be of a fee simple nature.

ARTICLE II

LEGAL DESCRIPTION

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

The following described premises situated in the Township of Plymouth, County of Wayne, and State of Michigan, to-wit:

All of Lots 50 through 63, also all of Lots 172 through 176, also all of Lots 263 through 272, also that half of vacated alley adjacent to said Lots, also that half of vacated Oakview Avenue adjacent to said Lots excepting the South 20 feet thereof, also that half of Northern Avenue adjacent to the vacated alley and Lots 63 and 172 of "Green Meadows Subdivision" being part of the Southeast 1/4 of Section 34, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan, as recorded in Liber 61, Page 94 of Plats, Wayne County Records, being more particularly described as: beginning at the Northwest corner of Lot 50 of said "Green Meadows Subdivision" said point being South 89 degrees 36 minutes 45 seconds East 225.00 feet from the Southeast corner of Ann Arbor Road and Marlowe Avenue and proceeding thence South 89 degrees 36 minutes 45 seconds East 375.00 feet, along the South line of Ann Arbor Road (120 feet wide); thence South 00 degrees 17 minutes 50 seconds West 174.60 feet along the centerline of vacated Northern Avenue (60 feet wide); thence North 89 degrees 39 minutes 15 seconds West 30.00 feet; thence South 00 degrees 17 minutes 50 seconds West 200.00 feet, along the West line of Northern Avenue (60 feet wide); thence North 89 degrees 39 minutes 15 seconds West 240.00 feet, along the South line at Lot 176 and 263 of said "Green Meadows Subdivision"; thence North 00 degrees 17 minutes 50 seconds East 20.00 feet; along the East line of Oakview Avenue (60 feet wide); thence North 89 degrees 39 minutes 15 seconds West 60.00 feet; thence South 00 degrees 17 minutes 50 seconds West 20.00 feet, along the West line of Oakview Avenue (60 feet wide); thence North 89 degrees 39 minutes 15 seconds West 135.00 feet, along the South line of Lot 272 of said "Green Meadows Subdivision"; thence North 00 degrees 17 minutes 50 seconds East 264.87 feet, along the West line of Lots 268 through 272, inclusive, of said "Green Meadows Subdivision"; thence South 89 degrees 39 minutes 15 seconds East 90.00 feet; thence North 00 degrees 17 minutes 50 seconds East 110.00 feet, along the West line of Lot 50 of said "Green Meadows Subdivision", to the point of beginning. Containing 3.61 acres.

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 Plymouth Village 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 Plymouth Village Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means the Plymouth Village 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, Bylaws 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 Plymouth Village Condominium as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Plymouth Village 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 Plymouth Village Condominium as a completed Condominium Project and shall reflect the entire land area in the Condominium that may be withdrawn from the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, as constructed, and which shall express, to the extent appropriate, percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and 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. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium

Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Wayne County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

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 and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other structures on or within the Condominium Premises, or owns or holds an option or other enforceable purchase interest in land for residential development within a two mile radius of the Project, whichever is longer.

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

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 14. 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 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Plymouth Village 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 herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV**COMMON ELEMENTS**

The Common Elements of the Project, 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, the driveways and parking spaces that are identified as General Common Elements on the Condominium Subdivision Plan.

(b) **Electrical.** The electrical transmission system throughout the Project, including that contained within Unit walls and any common site lighting system and exterior fixtures, up to the point of connection with, but not including, electrical fixtures and outlet boxes within any Unit.

(c) **Telephone.** The telephone system throughout the Project including that contained within Unit walls and any common distribution system, up to the point of connection with, but not including telephone outlet boxes within any 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, but not including the fixture or shut off valve 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, but not including the fixture, within any Unit. Also including, if installed, all irrigation fixtures and connections and interior or exterior irrigation system controls which are installed by the Developer or the Association.

(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, but not including the plumbing fixtures within any Unit.

(g) **Storm Sewer.** The storm sewer system throughout the Project, including the underground detention/retention storage system.

(h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units, including that contain within Unit walls and any common distribution system, up to the point of connection with, but not including telecommunications outlet boxes within any Unit.

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

(j) **Fire Suppression System.** The fire suppression system located throughout the Project.

(k) **Monument Signs.** The monument signs identifying the Condominium.

(l) **Streetscape.** The brick embossed concrete improvements located within the Ann Arbor Road right-of-way depicted on Exhibit B attached.

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

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and 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:

(a) **Porches.** Each porch in the Project is restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B hereto.

(b) **Deck or Balcony.** Each individual deck or balcony in the Project is restricted in use to the Co-owner of the Unit which opens into such deck or balcony as shown on Exhibit B hereto.

(c) **Air Conditioner Compressors.** Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(d) **Garage Spaces.** Each parking space within each garage is appurtenant to a specific Unit as Limited Common Elements. Such garage parking space is designated on Exhibit B hereto with the Unit type to which such garage space appertains.

(e) **Garage Doors and Garage Door Openers.** Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(f) **Doors, Windows and Screens.** Doors, windows and screens shall be limited in use to the Co-owners of Units to which they are attached.

(g) **Parking Spaces.** Parking spaces identified on the Condominium Subdivision Plan as Limited Common Elements shall be limited in use to the Unit to which they are assigned.

(h) **Interior Surfaces.** The interior surfaces of Unit and appurtenant garage perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(i) **Electric and Gas Meters.** The electric and gas meters that service individual Units shall be limited in use to the Unit serviced thereby.

(j) **Sidewalks and Stairs.** The sidewalks and stairs that are appurtenant to a specific Unit or to more than one Unit, shall be limited in use to the Unit or Units serviced thereby.

(k) **Flues.** Each flue shall be limited in use to the Co-owner of the Unit serviced thereby.

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

(a) **Porches.** The costs of maintenance, snow removal, repair and replacement of each porch described in Article IV, Section 2(a), shall be borne by the Association.

(b) **Decks and Balconies.** The costs of maintenance, repair and replacement of each deck and balcony described in Article IV, Section 2(b) above shall be borne by the Association.

(c) **Air Conditioner Compressors.** The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same as described in Article IV, Section 2(c) above shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(d) **Garage Doors and Garage Door Openers.** The costs of repair, replacement and maintenance of the garage doors and garage door openers shall be borne by the Co-owner of the Unit to which they service; provided, however, the materials and colors of garage doors must meet the specifications of the Developer's standard garage door unless previously approved by the Association and the Developer during the Construction and Sale Period.

(e) **Doors, Windows and Screens.** The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(f) and the costs thereof shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

(f) **Sidewalks and Exterior Stairs.** The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all sidewalks and exterior stairs; provided, however, that the costs of maintenance, repair, replacement and snow removal with respect to sidewalks and exterior stairs that differ in their specifications from Developer's standard specifications for sidewalks and exterior stairs shall be borne by the Co-owner of the Unit to which it is respectively appurtenant.

(g) **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(h) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(h) **Utility Costs.** All costs of electricity and natural gas flowing through the meters described in Article IV, Section 2(i), and the meters themselves, shall be borne by the Co-owner

of the Unit serviced by such meters. All costs of sewer and water shall be borne by the Association.

(i) **Site Lighting.** The cost of electricity for the exterior lighting fixtures attached to a Unit or garage shall be metered by the individual electric meter of the Co-owner to whose Unit or garage the same is respectively attached and shall be paid by such individual Co-owner without reimbursement therefor from the Association. The cost of electricity for post lights, if any, shall be charged directly to the Association. All site lighting fixtures shall be maintained, repaired and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photoelectric cells whose settings shall be established by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof.

(j) **Fire Suppression System.** The maintenance, repair and replacement of the fire suppression system located throughout each building shall be borne by the Association. No Co-owner shall cause the recessed sprinkler heads located within the Co-owner's Unit to be painted or otherwise tampered with or modified so that the overall effectiveness of the fire suppression system is not at any time jeopardized.

(k) **Streetscape.** The improvements described in Article IV, Section 1(l) above should be borne by the Association.

(l) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above, including without limitation the areas identified as "General Comment Element" on the Exhibit B hereto, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall also be responsible for the maintenance, repair and replacement of the landscaping located within the Ann Arbor Road right-of-way located adjacent to the Condominium, including without limitation dead and diseased plants, as well as the landscaping located North of the Northern Avenue road termination, also adjacent to the Condominium.

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 Plan of Plymouth Village Condominium as prepared by Basney & Smith, Inc. and Barton and Associates attached hereto as Exhibit B. The architectural plans and specifications are on file with the Township of Plymouth. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The Project is comprised of 80 Units numbered 1 through 80 inclusive. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project 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 respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 80 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer buildings and/or Units than described above and to withdraw from the project all or some portion of the following described land:

Part of Lot 53, all of Lots 54 through 63, inclusive, all of Lots 172 through 176, inclusive, Part of Lots 264 through 267, inclusive, part of Lot 271 and all of Lots 263 and 272, also adjacent ½ vacated alley and ½ vacated Oakview Avenue, to said lots, also ½ vacated Northern Avenue adjacent to Lots 63 and 172, "GREEN MEADOWS SUBDIVISION", part of the S.E. 1/4 of Section 34, T.1 S., R.8 E., Plymouth Township, Wayne County, Michigan, more particularly described as beginning at the Northwest corner of Lot 50 of said "Green Meadows Subdivision" said point being South 89 degrees 36 minutes 45 seconds East 225.00 feet from the Southeast corner of Ann Arbor Road and Marlowe Avenue and proceeding thence South 89 degrees 36 minutes 45 seconds East 127.77 feet, along said South line of Ann Arbor Road to the Point of Beginning, and proceeding thence South 89 degrees 36 minutes 45 seconds East 247.23 feet, along the said South line of Ann Arbor Road; thence South 00 degrees 17 minutes 50 seconds West 174.60 feet, along the Centerline of vacated Northern Avenue (60 feet wide); thence North 89 degrees 39 minutes 15 seconds West 30.00 feet; thence South 00 degrees 17 minutes 50 seconds West 200.00 feet, along the West line of Northern Avenue (60 feet wide); thence North 89 degrees 39 minutes 15 seconds West 240.00 feet, along the South line of said Lots 176 and 263; thence North 00 degrees 17 minutes 50 seconds East 20.00 feet, along the East line of Oakview Avenue (60 feet wide); thence North 89 degrees 39 minutes 15 seconds West 60.00 feet; thence South 00 degrees 17 minutes 50 seconds West 20.00 feet, along the West line of said Oakview Avenue; thence North 89 degrees 39 minutes 15 seconds West 135.00 feet, along the South line of said Lot 272; thence North 00 degrees 17 minutes 50 seconds East 87.30 feet, along the West line of said Lots 271 and 272; thence North 89 degrees 42 minutes 10 seconds East 181.36 feet; thence North 86 degrees 50 minutes 59 seconds East 60.09 feet; thence North 00 degrees 20 minutes 45 seconds East 130.42 feet; thence North 10 degrees 34 minutes 38 seconds West 62.55 feet; thence along a non tangent curve to the right a radius of 21.56 feet, a central angle of 64 degrees 58 minutes 07 seconds, an arc distance of 24.45 feet, which chord bears North 32 degrees 08 minutes 19 seconds West 23.16 feet; thence North 00 degrees 43 minutes 35 seconds East 72.28 feet to the Point of Beginning. Containing 2.30 Acres.

(hereinafter referred to as "contractable area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of buildings and/or Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, which time period may be extended pursuant to Section 67(3) of the Act, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of buildings be less than one and the number of Units be less than six. There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractable area described in this Article VI, nor is there any obligation to withdraw portions thereof in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VI as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects), a commercial development or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the contractable area described in this Article VI, nor is there any obligation to withdraw portions thereof in any particular order.

ARTICLE VII

CONVERTIBLE AREAS

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

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six (6) years from the date of recording this Master Deed, to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element, which shall also include without limitation the extension of roads in the Condominium to connect to adjoining development(s). The right reserved in this Article VII shall include the right to change the number of Units contained in buildings and increase the size of the Project by up to two (2) additional Units.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above that pertain to residential development shall be reasonably compatible with the structures on other portions of the Condominium Project.

ARTICLE VIII

OPERATIVE PROVISIONS

Any contraction or conversion in the project pursuant to Article VI and Article VII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such contraction or conversion of Common Elements in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

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

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

Section 4. Consolidating Master Deed. A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VI and Article VII above and to any proportionate reallocation of percentages of value of existing Units, to the extent appropriate, which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such

amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE IX

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance 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 and floors) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) **Access Easements.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be withdrawn from the Project as reserved in Article VI or any portion or portions thereof and all contiguous property, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VI and contiguous property. In order to achieve the purposes of this Article and of Article VI of this Master Deed, Developer shall have the right, subject to Township approval if required, to alter any General Common Element areas existing between said road and any portion of the land described in Article VI by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance.

All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Article VI and contiguous property whose closest means of access to a public road is over such road or roads. The Co-owners in 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

completed dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed dwelling Units on the land described in Article VI not lying within the Condominium whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, subject to Township approval, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Plymouth Village Condominium, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer or Association without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) **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 and contiguous property, 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, telephone, electrical, cable television, 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. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI and contiguous property which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI and contiguous property not located within the Condominium which benefit from such mains. Provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service dwellings or structures located outside the Condominium Premises.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction 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 utilities to

governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers 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; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. Further, no Co-owner shall in any way tamper with or adjust utility meters. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its 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 which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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

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

ARTICLE X

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% 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 and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act.

Section 3. By Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 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, so long as the Developer stills own a Unit in the Development, and 85% of non-Developer Co-owners and 85% of first mortgagees.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other document without the written consent of the Developer.

Section 7. Amendment Procedure. The procedure for amending the Master Deed shall be the same as set forth in Article XVI of the Bylaws.

Section 8. Voting Requirements for Certain Amendments. Notwithstanding any other provisions of this Master Deed or the Bylaws to the contrary, no amendments to said Master Deed or Bylaws governing the following subjects shall be adopted without the approval of 66 2/3% of the Co-owners and 51% of eligible mortgage holders (an eligible mortgage holder being one who or which submits a written request to the Association for notification on any proposed action requiring the consent of a specified percentage of mortgage holders): (a) voting rights; (b) increases in assessments that raise assessment liens; (c) reductions in reserves for maintenance, repair, and replacement of Common Elements; (d) responsibility for maintenance and repairs; (e) reallocation of interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project; (i) hazard or fidelity insurance requirements; (j) imposition of any restrictions on the leasing of Units; (k) imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit; (l) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Condominium Documents; or (m) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE XI

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.

[SIGNATURE AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

TALON HOMES-PLYMOUTH, LLC, a Michigan limited liability company

By: [Signature]
Michael V. Polsinelli, Member

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30 day of APRIL, 2004, by Michael V. Polsinelli, Member of Talon Homes-Plymouth, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]
LINDA E. ROBERTSON
Notary Public, State of Michigan, County of OAKLAND
My Commission Expires 02-01-06
Acting in the County of OAKLAND
LINDA E. ROBERTSON
Notary Public, Oakland County, MI
My Commission Expires Feb. 1, 2006

Master Deed drafted by and when recorded return to:
C. Kim Shierk of
Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Ave., Suite 235
Bloomfield Hills, Michigan 48304