

RIVER PARK COURT CONDOMINIUMS

MASTER DEED

This Master Deed is executed on the 27th day of October, 1993 by GALAXY BUILDERS, INC., a Michigan Corporation, (hereafter "Developer"), whose address is 31800 Northwestern Hwy., Suite 140, Farmington Hills, Michigan 48334, in accordance with the Michigan Condominium Act, as amended ("Act").

Upon the recording of this Master Deed, together with the Condominium Bylaws (attached as Exhibit 'A'), and the Condominium Subdivision Plan, (attached as Exhibit 'B'), the Developer does establish RIVER PARK COURT CONDOMINIUMS as a Condominium project under the Act. RIVER PARK COURT CONDOMINIUMS (also referred to as the "Condominium" or the "Condominium Project") shall, after its establishment, be held, conveyed, encumbered, leased, occupied, improved or in any other manner utilized, subject to the provisions of the Act, and to the conditions, restrictions and affirmative obligations set forth in the Master Deed and Exhibits 'A' and 'B', all of which shall be deemed to run with the land and shall be a burden and benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I

DEFINITIONS

Certain terms are utilized not only in the Master Deed and Exhibits 'A' and 'B', but may be used in various other Condominium Documents, including, but not limited to, the Articles of Incorporation, Association Bylaws, Disclosure Statement, Purchase Agreement, and Escrow Agreement. The terms set forth below, when used in the Condominium Documents, or any other pertinent instruments, 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 RIVER PARK COURT CONDOMINIUM ASSOCIATION, a Non-profit Michigan Corporation, in which all Co-owners shall be members. The Association shall administer, operate, manage and maintain the Condominium.

Section 3. BUSINESS DAY. "Business Day" means a day of the year excluding Saturday, Sunday or any legal holiday.

Section 4. BYLAWS. "Bylaws" means the Condominium Bylaws, which set forth the substantive rights and obligations of the Co-

owners and is recorded as part of the Master Deed and attached as Exhibit 'A'. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 5. COMMON ELEMENTS. "Common Elements" means both the General and Limited Common Elements described in the Master Deed.

Section 6. CONDOMINIUM DOCUMENTS. "Condominium Documents" means and includes this Master Deed, Exhibits 'A' and 'B', the Articles of Incorporation, Association Bylaws, Disclosure Statement, Purchase Agreement, Escrow Agreement, and Rules and Regulations, if any, of the Association.

Section 7. CONDOMINIUM PROJECT, CONDOMINIUM OR PROJECT. "Condominium Project", "Condominium" or "Project" means RIVER PARK COURT CONDOMINIUMS.

Section 8. CONDOMINIUM SUBDIVISION PLAN. "Condominium Subdivision Plan" is Exhibit 'B' to this Master Deed.

Section 9. CO-OWNER, OWNER OR PURCHASER. "Co-owner" or "Purchaser" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who own one or more units in the Condominium Project. The term "Owner" or "Purchaser", wherever used, shall be synonymous with the term "Co-owner".

Section 10. CONSTRUCTION AND SALES PERIOD. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing so long as Developer owns any Units which it offers for sale.

Section 11. DEVELOPER. "Developer" means GALAXY BUILDERS, INC., a Michigan Corporation, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the meaning of "Developer" whenever such term is used in the Condominium Documents.

Section 12. FIRST ANNUAL MEETING. "First Annual Meeting" means the first meeting of the Association at which Co-owners unaffiliated with the Developer are permitted to vote for the election of directors and upon all other matters which may properly be brought before the meeting. The First Annual Meeting may be held in the Developer's sole discretion after certificates of occupancy have been issued for condominium residences on one half (1/2) of the units in the Project. The First Annual Meeting shall be held: (i) after the expiration of fifty-four (54) months from the date of the sale of the first unit in the Condominium Project or (ii) after certificates of occupancy have been issued for condominium residences on three quarters (3/4) of all units in the Project, whichever occurs first.

Section 13. 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, exceeds the votes which way be cast by the Developer.

Section 14. UNIT OR CONDOMINIUM UNIT. "Unit" or "Condominium Unit" shall mean that portion of the Condominium Project Land designed and intended for separate ownership and use as described on the Condominium Subdivision Plan, Exhibit 'B', attached to this Master Deed. Unless otherwise stated, a Unit shall not include any residence or other improvements constructed by the Purchaser within the perimeter of a Unit.

## ARTICLE II

### TITLE AND NATURE

The Condominium Project shall be known as RIVER PARK COURT CONDOMINIUMS, Wayne County Subdivision Plan No. 359. The Condominium Project shall consist of eight (8) detached building sites each of which is intended for separate ownership and use and shall be known as a Condominium Unit. Each Condominium Unit shall consist of only the land included within the perimeter of the site as delineated on the Condominium Subdivision Plan (Exhibit 'B' to this Master Deed). Each purchaser will hold title to his/her Unit and to any residential building ("residence") and other improvements constructed upon the Unit. The Developer is under no obligation to construct any residence or other improvements upon the Unit. However, all residences and improvements to be constructed upon the Unit and the Common Elements shall comply with the Developer's Architectural and Building Specifications and Use Restrictions set forth in detail in the Condominium By-Laws (Exhibit 'A' to the Master Deed). Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable percentage interest in the Common Elements of the Condominium Project as designated in this Master Deed.

## ARTICLE III

### LEGAL DESCRIPTION

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

A parcel of land in the Southeast 1/4 of Section 3, Town 2 South, Range 9 East, City of Westland, Wayne County, Michigan, more fully described as commencing at the Southeast corner of Section 3, Town 2 South, Range 9 East, Thence proceeding along the South line of said Section 3, South 88 degrees 38 minutes 25

seconds West 1,310.29 feet to a point on the West line of Cowan Road (86.00 feet wide); Thence along said line North 01 degrees 17 minutes 50 seconds West 228.48 feet; Thence North 01 degrees 45 minutes 55 seconds West 34.29 feet to the Southwest corner of Lot 601, "SUPERVISORS NANKIN PLAT NO. 11" (Recorded in Liber 65, Page 84 of Plats, Wayne County Records); Thence continuing along the West line of said Lot 601 North 01 degrees 45 minutes 55 seconds West 10.29 feet to the point of beginning of the parcel herein described; Thence along the North line of Cowan Road (86.00 feet wide) North 76 degrees 29 minutes 00 seconds West 60.61 feet; Thence North 04 degrees 17 minutes 05 seconds East 139.62 feet; Thence North 76 degrees 29 minutes 00 seconds West 240.00 feet; Thence North 04 degrees 17 minutes 05 seconds East 224.42 feet to a point on the South line of the Middle Rouge Parkway; Thence along said line North 71 degrees 12 minutes 50 seconds East 263.14 feet to a point on the West line of said Lot 601; Thence along said line South 01 degrees 45 minutes 55 seconds East 518.27 feet to the point of beginning.

Subject to all easements of record, restrictions and agreements of record, all encumbrances and governmental limitations and the rights of the public in any portion of the land taken, deeded or used for street or highway purposes.

#### ARTICLE IV

#### COMMON ELEMENTS

The Common Elements of the Project shown on the Condominium Subdivision Plan, Exhibit 'B' attached, and the respective responsibilities for maintenance, decoration, repair and replacement, are as follows:

Section 1. GENERAL COMMON ELEMENTS. The General Common Elements are:

(a) Land. The land described in Article III, including all roads and other surface improvements not identified as Limited Common Elements, but excluding that portion designated on the Condominium Subdivision Plan as the Condominium Units.

(b) Electrical. The electrical transmission service, including primary and secondary service lines,

intended to service condominium residences constructed within the units in the Project.

(c) Telephone. The telephone wiring system up to the point of connection with the service pedestal within each Unit in the Project.

(d) Gas. The gas main distribution system throughout the Project up to the point where the service is available for connection to a Condominium residence hereafter constructed within a Unit.

(e) Water. The water distribution system throughout the Project up to the point where the service is available for connection to a Condominium residence hereafter constructed within a Unit.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point where the sewer lead is available for connection to a Condominium residence hereafter constructed within a Unit.

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

(h) Telecommunications. The telecommunications and cable television systems, if and when they may be installed, up to, but not including, connections to provide service to Condominium residences hereafter constructed within the Units in the Condominium.

(i) The open space, flood plain, wetlands, and wetland vegetation, if any, within the Condominium Project and outside the boundaries of any Unit.

(j) The outdoor sprinkling system, if any, throughout the Project.

(k) All landscaping, berms, trees, and plantings within the Condominium Project, except any landscaping, trees and plantings within the Units.

(l) All entrance markers and signs for the Condominium Project.

(m) The water and electric meters, if any, located within the Condominium Project which monitor service to the General Common Elements.

(n) Other. Such other areas of the Project not 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 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 not be General Common Elements.

Section 2. LIMITED COMMON ELEMENTS. Limited Common Elements are those portions of the Common Elements reserved for the exclusive use and enjoyment of the owners. The Limited Common Elements are as follows:

(a) Unit. The land in the Project designed and intended for separate ownership and use as described in the Condominium Subdivision Plan.

Section 3. RESPONSIBILITIES FOR MAINTENANCE, DECORATION, REPAIR AND REPLACEMENT.

a) ASSOCIATION RESPONSIBILITY. The Association shall be responsible for the maintenance, decoration, repair, and replacement of all General Common Elements as set forth in Section 1 above.

Unless given written consent by the Association, a Co-owner shall not maintain, repair or replace the areas listed above which are the responsibility of the Association. If seventy-five percent (75%) or more of the Co-owners agree in writing, the Association's liability with respect to any of the above items can be changed or terminated. If seventy-five percent (75%) or more of the Co-owners do so elect in writing, an affidavit to that effect shall be made by an officer of the Association and recorded in the Wayne County Register of Deeds and a copy delivered to each Co-owner.

b) CO-OWNER RESPONSIBILITY. Each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:

- i) The exterior and interior surfaces of the residence and garage, including the garage driveway, walkways, porches, decks, patios, and all walls, windows, doors, garage doors, sliding glass doors, door frames, ceilings, floors, screens and hardware (including garage door openers), constructed within each Unit.
- ii) The air conditioner compressor and pad constructed within each Unit.

- iii) The landscaping, plantings, and grass installed within each Unit.
- iv) The exterior lighting on the residence and garage constructed within each Unit.
- v) Each meter for natural gas, water, and electricity installed within each Unit.
- vi) The fence or gate surrounding any enclosed area such as a courtyard, porch or patio area within each Unit.
- vii) The roof and chimney of the residence constructed within each Unit.

c) CO-OWNER NEGLIGENCE OR FAULT. If the Association determines in its sole discretion that maintenance, repair, decoration or replacement is required as a result of the failure of the Co-owner to perform his responsibility as set forth above, or is as a result of the negligence, fault or improper conduct of a Co-owner, the Association may proceed to perform the required work itself. The cost of any such maintenance, repair, decoration or replacement performed by the Association shall be paid by the Co-owner and added to his monthly Association assessment, if necessary. Failure of the Co-owner to pay the charges incurred by the Association shall entitle the Association to Proceed with all remedies set forth in the Condominium By-Laws.

Section 5. NOTICE TO ASSOCIATION OF ISSUANCE OF A CERTIFICATE OF OCCUPANCY. Each Co-owner shall notify the Developer and the Association in writing within three (3) days after receipt of a temporary or permanent certificate of occupancy of (a) the receipt of such certificate of occupancy; (b) the proposed location and date of closing, if known; (c) the projected date of occupancy and; (d) the names of all persons who will live in the Condominium residence. This notice is extremely important to enable the Association to commence its maintenance responsibilities and collect Association assessments.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGES OF VALUE

Section 1. DESCRIPTION OF UNITS. Each unit in the Condominium Project is described in the Condominium Subdivision Plan attached as Exhibit 'B'. Each unit shall consist of the land contained within the Unit boundaries as shown on the Condominium Subdivision Plan and delineated with heavy outlines together with all appurtenances but not including any residence and improvements constructed by the Purchaser within the Unit.

Section 2. PERCENTAGE OF VALUE. The percentage of value assigned to each Unit shall be equal. The total value of the Project is one hundred percent (100%). The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and concluding that there are not material differences among the Units regarding the allocation of percentages of value. The percentage of value assigned to each unit shall determine each Co-owner's undivided interest in the Common Elements, the proportionate share to be paid by each Co-owner for the expenses of the Association and the value of such Co-owner's vote at meetings of the Association. The percentage of value currently assigned to each Unit is as follows:

Unit Number	Percentage of Value Assigned	Total
1 - 8	12.50	100%

## ARTICLE VI

### EASEMENTS

Section 1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES. If any portion of a unit or common elements 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 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 building walls) for the continuing maintenance and repair of all utilities in the Condominium Project.

Section 2. ACCESS BY UTILITY COMPANIES AND DAMAGE CAUSED. Utility companies and governmental units furnishing services such as water, sanitary sewer, storm sewer, electricity, television cable, gas, oil and telephone shall have access to the Common Elements and the units as may be reasonable for the installation, repair or maintenance of such services. Any costs, including damage to the Limited Common Elements, incurred in the installation, maintenance or repair of such services designated as General Common Elements, shall be an expense of administration to be paid by the Association. Any costs, including damage to any General or Limited Common Elements, incurred in the installation, repair or maintenance of services designated as Limited Common Elements which are the responsibility of the Co-owner, shall be paid by the Co-owner of the unit to which the Limited Common Element is appurtenant.

Section 3. ACCESS FOR REPAIRS. No Co-owner shall, in any way, restrict access to any of the common utilities or utility



distribution systems, or any other Common Elements that must be accessible to service any residences. Should access to any of these facilities be required, the Association may remove any coverings or attachments that restrict such access and will have no responsibility for repairing or replacing any materials that are damaged in the course of gaining such access. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and interior walls, as may be reasonable, for the installation, maintenance and repair of all utilities necessary to the Condominium Project.

Section 4. EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT. The Developer, the Association, including its officers, directors, agents and designees, and all public or private utilities shall have such easements as may be necessary in, on, or over the Condominium Premises, including all Units and Common Elements, to fulfill any responsibilities which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to utility components and other Common Elements located within any Unit. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior of any residence constructed within any Unit.

Section 5. DEDICATION. The Developer reserves the right to dedicate for the use of the public any streets, roadways, driveways, and sidewalks within the Condominium Project. The Developer also reserves the right to grant easements over, under, and across the Condominium Project and any portions for utilities to any state, county or local units of government or private or public utility companies, and the right to transfer title of any utilities to any state, county or local units of government or private or public utility companies.

Section 6. INGRESS AND EGRESS. The Developer reserves an unrestricted easement and license for ingress and egress over all of the roads, walkways and driveways in the Condominium Project.

Section 7. UTILITY TAP-INS. The Developer reserves an unrestricted easement and license to tap into and to use any and all utility lines now or in the future located in the Condominium Project, including, but not limited to, electrical, telephone, water, gas, storm and sanitary sewer mains. In the event Developer utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Property, it shall be obligated at its own expense to restore the Condominium Project to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

Section 8. TELECOMMUNICATIONS AGREEMENTS. The Association, 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 agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and contracts for the sharing of any installation or periodic subscriber service fees as may be necessary or desirable to provide for telecommunications, video text, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any unit. In no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other thing which will violate any provision of any federal, state or local law. Any sums paid by any Telecommunications company 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 and shall be paid over to and shall be the property of the Association.

## ARTICLE VII

### AMENDMENT AND ASSIGNMENT

This Master Deed and Condominium Bylaws and Condominium Subdivision Plan may be amended by an affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the Co-owners in number and in percentage of value, except as set forth below:

Section 1. BY DEVELOPER. During the Construction and Sales period and for one year thereafter, the Developer may, without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed, the Condominium Bylaws, or the Condominium Subdivision Plan in order to correct survey or other errors and to make other changes in these documents as may or may not materially alter or change any rights of any Co-owner or mortgagee in the Condominium Project. Such Amendments may include, but are not limited to, changes for the purpose of facilitating mortgage loan financing for existing or prospective Co-owners, modifying the building and use specifications and restrictions contained in the Condominium Bylaws, modifying elevations, designs, locations, and sizes of unsold units and their appurtenant Limited Common Elements, and modifying and adding General and Limited Common Elements and modifying the responsibility for maintenance, repair, decoration, and replacement of the general and limited common elements.

Section 2. MODIFICATION OF UNIT DIMENSIONS OR LIMITED COMMON ELEMENTS. Notwithstanding Section 1, a Co-owner's unit dimensions, Limited Common Elements and the formula used to determine the percentage of value of units in the project shall not be modified without the written consent of the affected Co-owners and their mortgagees.

Section 3. TERMINATION, VACATION, REVOCATION OR ABANDONMENT. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and eighty percent (80%) of all non-developer Co-owners.

Section 4. ASSIGNMENT. Any of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law 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, and be recorded in the Office of the Wayne County Register of Deeds.

WITNESS:

                  /s/                    
STEVEN WALLACE

                  /s/                    
MARSHALL WALLACE

GALAXY BUILDERS, INC.  
a Michigan Corporation  
31800 Northwestern Hwy.  
Suite 140  
Farmington Hills, MI 48334

By:                   /s/                    
MARSHALL KALLEN, President

STATE OF MICHIGAN) <sub>ss</sub>  
COUNTY OF OAKLAND)

On this 27th day of October, 1993, the foregoing Master Deed was acknowledged before me by Marshall Kallen, the President of GALAXY BUILDERS, INC., a Michigan Corporation.

  /s/    
STEVEN WALLACE  
Notary Public  
Oakland County, MI  
My Commission Expires: 5-8-97

MASTER DEED DRAFTED BY AND WHEN RECORDED  
RETURN TO:

STEVEN WALLACE, Esq.,  
WALLACE & WALLACE  
17117 W. 9 Mile Road  
Suite 1320  
Southfield, Michigan 48075

RIVER PARK COURT CONDOMINIUMS

LIMITED WARRANTY

1. Name and Address of Warrantor. The name of the Warrantor (i.e., the entity making this Limited Warranty) is GALAXY BUILDERS, INC., a Michigan Corporation, whose address is 31445 Northwestern Hwy., Suite B, Farmington Hills, MI 48334.

2. Terms. The terms of the various coverages of this Limited Warranty begin on the date on which your Condominium Unit is deeded to you. This date is referred to in this Limited Warranty as the "Closing."

3. Coverages. The Warrantor does hereby guarantee to the original Purchaser only, for a period of one (1) year from the date of closing, the home to be free from defects in workmanship or material.

4. Manufacturers' Warranties. The Warrantor assigns and passes through to you the manufacturers' warranties on all appliances and equipment located in your Condominium Unit.

5. Exclusions From Coverage. The Warrantor does not assume responsibility for any of the following (either with respect to your Condominium Unit or to the Common Elements in the Project), all of which are excluded from the coverage of this Limited Warranty:

(a) Defects in appliances and pieces of equipment which are covered by manufacturers' warranties, previously assigned to you. You should follow the procedures in those warranties if defects appear in those items.

(b) Damages due to ordinary wear and tear, abusive use, or lack of proper maintenance.

(c) Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; drying, shrinking and cracking of caulking and weather-stripping; cracks in tile or cement and heaving of tile or cement; settlement of the ground under or around your home.

Due to the variables inherent in the production of concrete flat work, and/or the effects of weather and/or the use of de-icing agents, the Developer excludes from this Warranty the pitting, scaling or cracking in driveways, sidewalks, roadways, and garages.

With respects nail pops in the drywall, the Developer agrees to repair nail pops one (1) time only during the warranty period. The repair of the nail pops shall not include the repainting,

wallpapering or other restoration of any wall or room where the same may occur.

(d) Defects in items installed by you or by anyone else except us or our subcontractors.

(e) Work done by you or by anyone else except us or our subcontractors.

(f) Damage to or destruction of any tree, shrub or plant growth which is native to the Condominium site and which remains after completion of construction of the Condominium Project, regardless of Warrantor's care to protect any tree, shrub or plant growth in either its original or relocated site.

(g) Loss or injury due to the elements.

(h) Conditions resulting from condensation on, or expansion or contraction of, materials.

(i) Consequential or incidental damages.

6. No Other Warranties. EXCEPT AS HEREINABOVE STATED, SELLER DISCLAIMS ANY AND ALL OTHER EXPRESS WARRANTIES AND/OR REPRESENTATIONS OF ANY KIND OR NATURE. FURTHER, SELLER HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, (i) IMPLIED WARRANTY OF MERCHANTABILITY AND (ii) IMPLIED WARRANTY OF FITNESS.

ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED.

7. Claims Procedure. Any claimed defect must be reported, in writing, to the Warrantor at the address appearing in Paragraph 1 of this Limited Warranty. The writing must describe, with specificity, the claimed defect. Warrantor will not assume responsibility for responding to any written letter delivered to us more than fourteen (14) days after the expiration of the one-year warranty period, even if the defects that are claimed in the letter may have arisen within the one-year warranty period. The letter should state the times during the day when you will be home, so that service calls can be appropriately scheduled. Requests for emergency repairs may be communicated by telephone, but must be followed by written request as soon as may be practical thereafter.

8. Remedies. Upon receipt of your written report of a defect, we will inspect your Unit. If a defect is found to exist, the Warrantor, in its sole discretion, shall repair or replace the defect at no charge to you. All work shall be completed in a prompt and reasonable time, taking into account delays which may arise due to shortage of proper materials, labor problems and weather conditions.

9. Disputes. In the event of any dispute between the Warrantor and the Purchaser as to whether or not a given

item/condition/claim is covered by this Warranty, or whether a given repair has been performed satisfactorily, the decision of the local Building Department official shall be binding upon both the Warrantor and the Purchaser.

10. Not Transferable. This Limited Warranty is personal to the original Purchaser only and is not assignable or transferable to any successor of the described premises. When the original Purchaser sells the Unit or moves out of it, this Limited Warranty automatically terminates.

Date of Closing: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Unit No. \_\_\_\_\_

GALAXY BUILDERS, INC.  
a Michigan Corporation, Developer

By: \_\_\_\_\_

EXHIBIT 'A'

MODIFICATIONS AND EXTRAS INCLUDED IN PURCHASE PRICE

(Part of the Purchase Agreement)

The following is a list of additional items, changes and/or extra features which are included in the Purchase Price:

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.
6. \_\_\_\_\_.
7. \_\_\_\_\_.
8. \_\_\_\_\_.
9. \_\_\_\_\_.
10. \_\_\_\_\_.

Dated:

GALAXY BUILDERS, INC.  
a Michigan Corporation

PURCHASERS:

BY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

WAYNE COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. \_\_\_\_\_  
 EXHIBIT "B" TO THE MASTER DEED OF  
 RIVER PARK COURT CONDOMINIUMS,  
 PART OF THE S.E. 1/4 OF SECTION 3, T.2 S., R.9 E.,  
 CITY OF WESTLAND, WAYNE COUNTY, MICHIGAN.

SURVEYOR :  
 WARNER, CAITRELL & PADROS, INC.  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 20765 ORCHARD LAKE RD.  
 FARMINGTON HILLS, MICHIGAN, 48334

DEVELOPER :  
 GALAXY BUILDERS, INC.  
 31899 140TH WESTERN HIGHWAY  
 SUITE 140  
 FARMINGTON HILLS, MI. 48334

LEGAL DESCRIPTION :

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 3, T. 2 S., R. 9 E., CITY OF WESTLAND, WAYNE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3, T.2 S., R. 9 E., THENCE PROCEEDING ALONG THE SOUTH LINE OF SAID SECTION 3, S. 89°38'25" W., 1,310.29' TO A POINT ON THE WEST LINE OF COWAN ROAD (86.00' WIDE); THENCE ALONG SAID LINE, N. 01°17'50" W., 228.48'; THENCE N. 01°45'55" W., 34.29' TO THE SOUTHWEST CORNER OF LOT 601, SUPERVISOR'S NANKIN PLAT NO. 111, (RECORDED IN LIBER 65, PLATS, PAGE 84, WAYNE COUNTY RECORDS); THENCE CONTINUING ALONG THE WEST LINE OF SAID LOT 601, N. 01°45'55" W., 10.29' TO THE POINT OF BEGINNING OF THE PARCEL HEREBY DESCRIBED; THENCE ALONG THE NORTH LINE OF COWAN ROAD (86.00' WIDE) N. 76°29'00" W., 80.61'; THENCE N. 04°17'05" E., 138.62'; THENCE N. 76°29'00" W., 240.00'; THENCE N. 04°17'05" E., 224.42' TO A POINT ON THE SOUTH LINE OF THE MIDDLE ROUGE PARKWAY; THENCE ALONG SAID LINE N. 71°12'50" E., 263.14' TO A POINT ON THE WEST LINE OF SAID LOT 601; THENCE ALONG SAID LINE S. 01°45'55" E., 518.27' TO THE POINT OF BEGINNING, CONTAINING 1.9774 ACRES AND BEING SUBJECT TO ANY EASEMENTS OF RECORD.

ATTENTION : COUNTY REGISTER OF DEEDS  
 CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER \_\_\_\_\_. THIS NUMBER MUST BE PROPERLY SHOWN ON THIS SHEET AND ON SHEET 2 IN THE SURVEYORS CERTIFICATE.

SHEET INDEX :

SHEET NO.	TITLE
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	UTILITY PLAN AND EASEMENT PLAN

NOTE :  
 ALL IMPROVEMENTS SHOWN ON THE PLAN EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT.

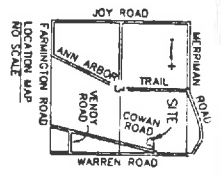
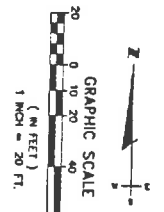
*Donald A. Beaped*  
 DONALD A. BEAUPED  
 REGISTERED LAND SURVEYOR NO. 11512



PROPOSED DATED NOV. 12, 1993  
 RIVER PARK COURT CONDOMINIUMS

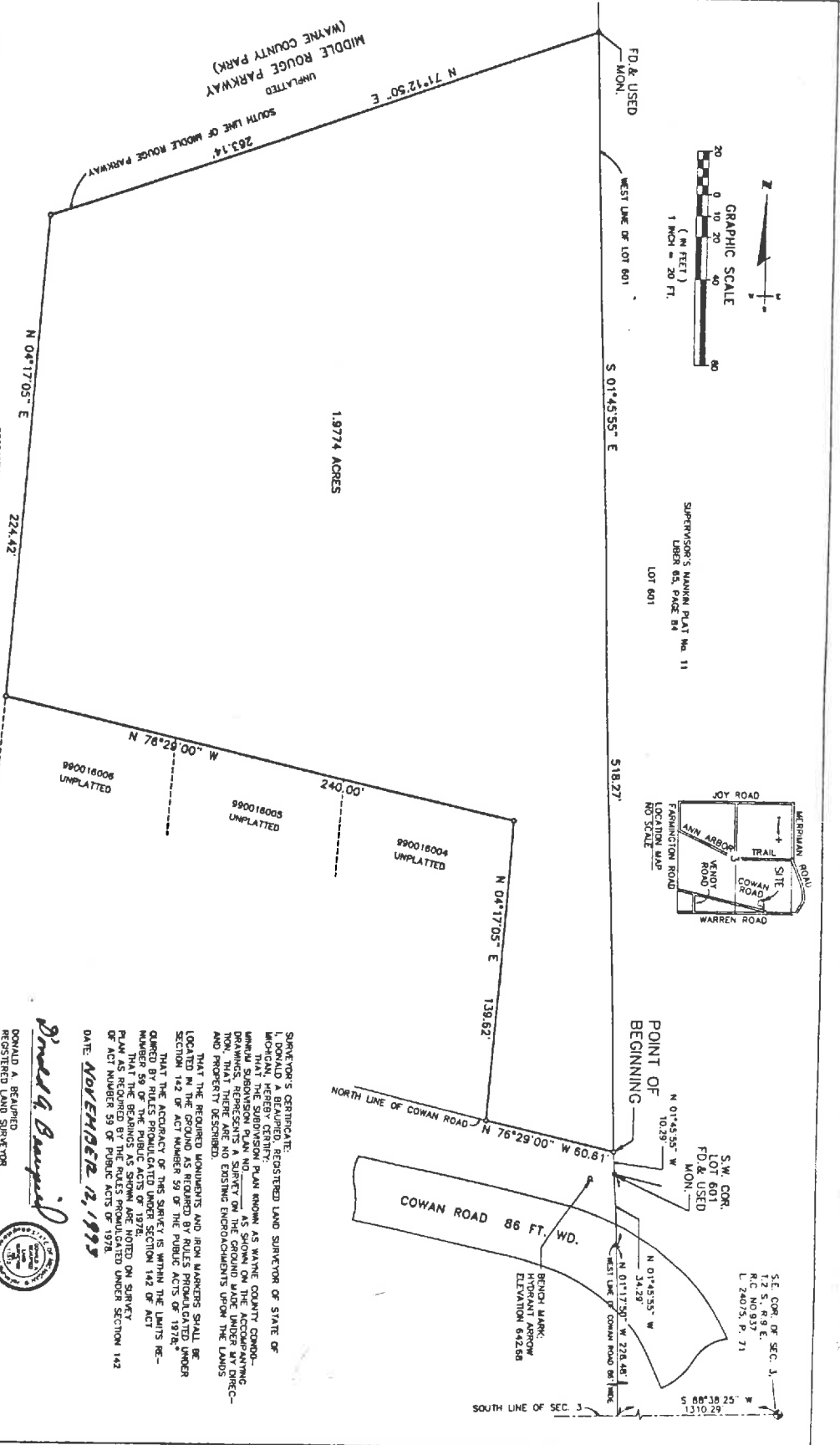
COVER SHEET	1	4
<small>WARNER, CAITRELL &amp; PADROS, INC.          CIVIL ENGINEERS AND LAND SURVEYORS          20765 ORCHARD LAKE RD.          FARMINGTON HILLS, MI 48334          TEL: (313) 291-1100</small>		





- NOTES**
1. THE BEARINGS HEREON ARE EXPRESSED IN DEGREES TO THE BEARING OF THE SOUTH LINE OF SECTION 3. THE BEARING OF THE SOUTH LINE OF SECTION 3 IS ESTABLISHED IN SUPERVISOR'S MAP NO. 11, RECORDED IN LARER 85 PLATS, PAGE 84, WAYNE COUNTY RECORDS.
  2. THERE IS NO FLOOD PLAIN CONTIGUOUS WITHIN THIS SITE.
  3. SEE SHEETS 4 FOR EASEMENTS FOR PROPOSED UTILITIES.

- LEGEND**
- DENOTES A CONCRETE MONUMENT CONSISTING OF A 1/2" DIAMETER STEEL ROD, ENCASED IN A 4" CONCRETE CYLINDER, 36" LONG, TO BE SET AT ALL BOUNDARY CORNERS AND THE INTERSECTIONS OF PRIVATE ROADS, ANGLE POINTS AND POINTS OF CURVATURE.
  - DENOTES A CONCRETE MONUMENT FOUND



**POINT OF BEGINNING**

S.W. COR. OF SEC. 3  
 LOT 601  
 FD. & USED  
 MON.

10.29' N 01°45'55" W  
 34.29' N 01°17'50" W 278.48'  
 WEST LINE OF COWAN ROAD OR 1/2" MON.

86' FT. WD.  
 COWAN ROAD

BENCH MARK:  
 HYDRANT ARROW  
 ELEVATION 642.68

1310.29' S 88°38'25" W

139.82' N 04°17'05" E  
 240.00'  
 518.27' S 01°45'55" E

224.42' N 04°17'05" E  
 UNPLATTED

263.14' SOUTH LINE OF MIDDLE ROUGE PARKWAY  
 UNPLATTED

N 71°12'50" E  
 MIDDLE ROUGE PARKWAY  
 UNPLATTED

1.9774 ACRES

990018004 UNPLATTED  
 990018006 UNPLATTED  
 990018008 UNPLATTED

990018711 UNPLATTED

**DATE: NOVEMBER 2, 1995**

**SURVEYOR'S CERTIFICATE:**  
 I, DONALD A. BEUPER, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, BEING OF LEGAL AGE AND SOUND MIND, AS SHOWN ON THE ACCOMPANYING SUBDIVISION PLAN AND SURVEY OF THE GROUND MADE UNDER MY DIRECT-ION, HAVE THEREON AND EXISTING ENCROACHMENTS UPON THE LANDS AND INTERESTS DESCRIBED.  
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS SHALL BE LOCATED AND SET AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.  
 THAT THE ACCURACY OF THE PUBLIC ACTS OF 1978.  
 THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLATS RECORDED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.  
**DATE: NOVEMBER 2, 1995**

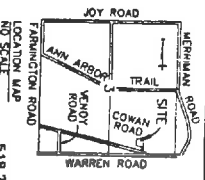
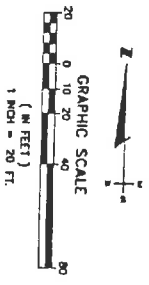
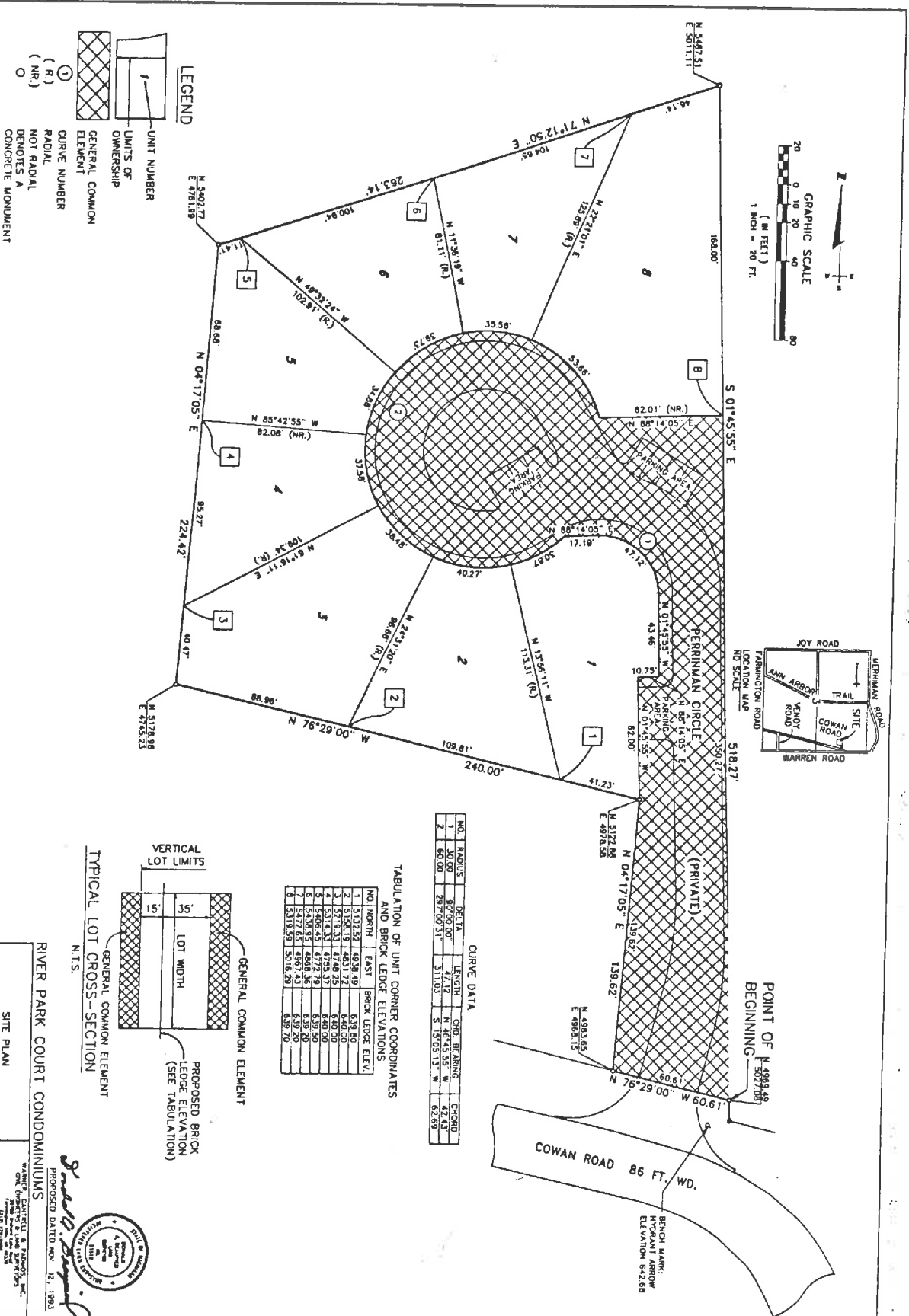
**DONALD A. BEUPER**  
 REGISTERED LAND SURVEYOR  
 REGISTRATION NUMBER 11512  
 WARNER, CARRELL & PADDOUS, INC.  
 20788 ORCHARD LAKE ROAD  
 FARMINGTON HILLS, MICHIGAN 48334

**PROPOSED DATED NOV. 12, 1993**  
 OF THE DATE OF THIS CERTIFICATE.

**RIVER PARK COURT CONDOMINIUMS**  
 SURVEY PLAN

WARRER, CARRELL & PADDOUS, INC.  
 20788 ORCHARD LAKE ROAD  
 FARMINGTON HILLS, MICHIGAN 48334

DATE: NOV. 12, 1993  
 SHEET 2 OF 4



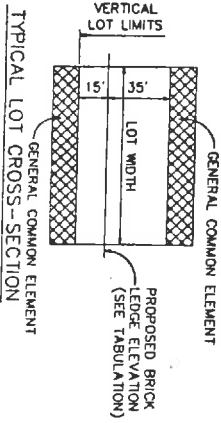
- LEGEND**
- UNIT NUMBER
  - LIMITS OF OWNERSHIP
  - GENERAL COMMON ELEMENT
  - CURVE NUMBER
  - RADIAL
  - NOT RADIAL
  - DENOTES A CONCRETE MONUMENT

**CURVE DATA**

NO.	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
1	30.00	90°00'00"	47.12	N 46°45'55" W	42.43
2	60.00	297°00'31"	311.03	S 19°05'13" W	62.69

**TABULATION OF UNIT CORNER COORDINATES AND BRICK LEDGE ELEVATIONS**

NO.	NORTH	EAST	BRICK LEDGE ELEV.
1	5139.12	639.99	639.60
2	5124.19	480.99	640.00
3	5116.31	4748.25	640.00
4	5314.33	4755.37	639.50
5	5296.45	4772.79	639.50
6	5472.62	4861.41	639.50
7	5472.62	4861.41	639.70
8	5319.99	5016.29	639.70



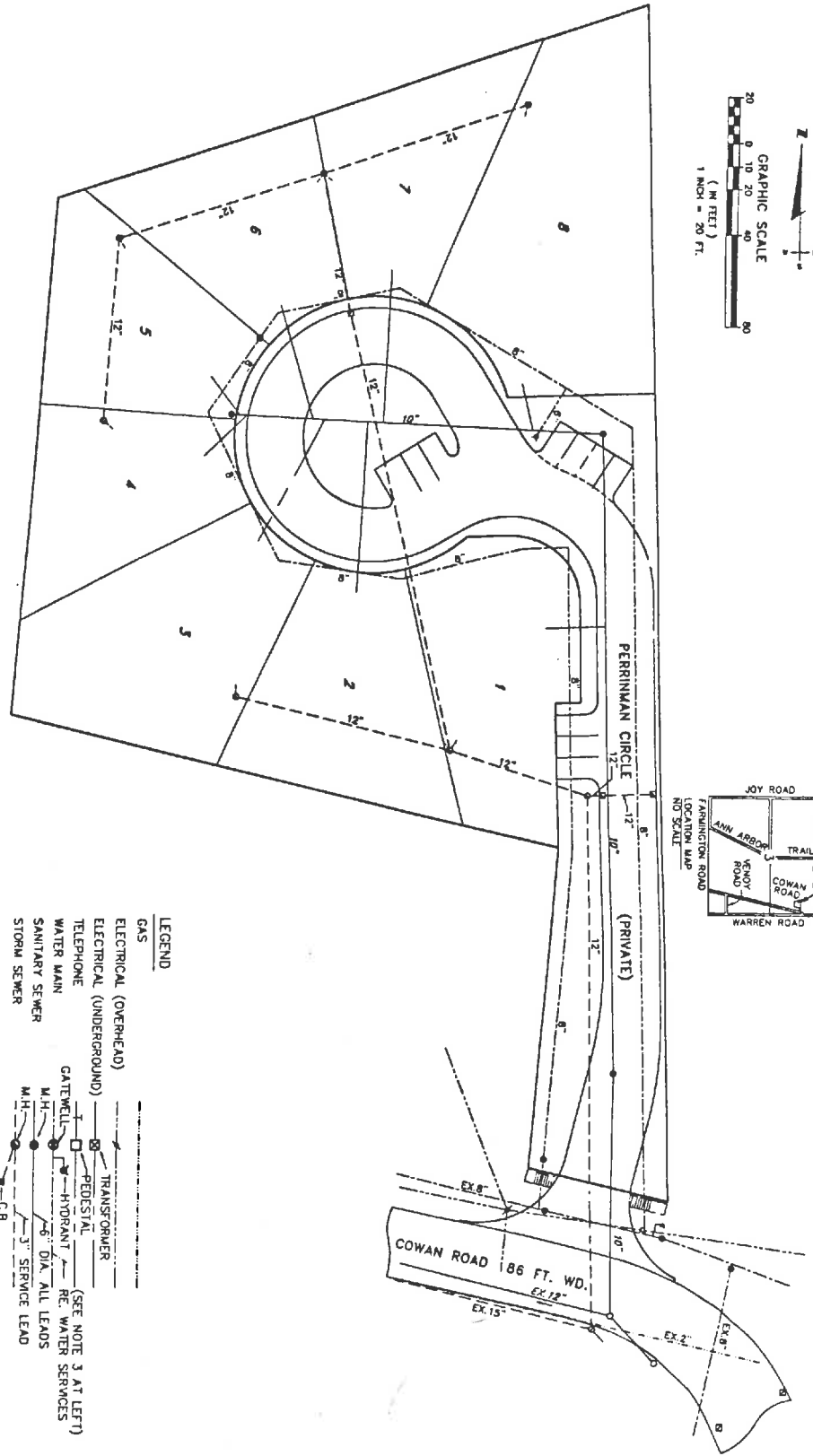
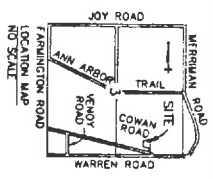
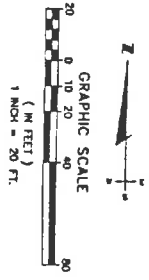
**RIVER PARK COURT CONDOMINIUMS**

**SITE PLAN**

PROPOSED DATED NOV. 12, 1993

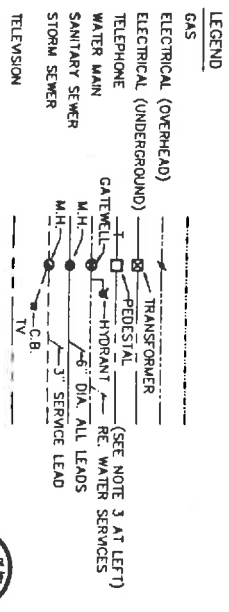
WALTER E. CARROLL & ASSOCIATES, INC.  
2000 W. 11TH STREET, SUITE 1110  
DENVER, CO 80202

3 of 4



UTILITY	SOURCE OF LOCATION
GAS	CONSUMERS POWER COMPANY
ELECTRICAL	DETROIT EDISON COMPANY
TELEPHONE	MICHIGAN BELL TELEPHONE COMPANY
WATER MAIN	BY W.C.P., INC., DATED AUG. 4, 1993
SANITARY SEWER	BY W.C.P., INC., DATED AUG. 4, 1993
STORM SEWER	
T.V. CABLE	

- NOTE:
1. 6" OR SANITARY SEWERS 10" MIN. DIA. ARE 6" OR 20" WIDE EASEMENT FOR SAME (NOT YET RECORDED).
  2. 6" OR WATER MAINS ARE 6" OR 12" WIDE EASEMENT (NOT YET RECORDED).
  3. EASEMENTS FOR TELEPHONE, ELECTRIC, CABLE TELEVISION AND GAS ARE NOT AVAILABLE. TO BE SHOWN ON AS BUILT PLANS.



RIVER PARK COURT CONDOMINIUMS

PROPOSED DATE: 12, 1993

*Shirley J. ...*

ENGINEER: SHIRLEY J. ...

DATE: 12, 1993

UTILITY PLAN

DATE: 12, 1993

SCALE: 1/4" = 1'-0"

PROJECT: RIVER PARK COURT CONDOMINIUMS

OWNER: ...

