

MASTER DEED
MALLARD'S POND ASSOCIATION

This Master Deed is made and executed on this 24th day of May, 1993, by S & S Condominiums, a Michigan corporation, hereinafter referred to as the "Developer", whose post office address is 9313 Haggerty Road, Plymouth, MI 48170, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), herein referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and 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 Mallard's Pond as a Condominium Project under the Act and does declare that Mallard's Pond, 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, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as Mallard's Pond Condominiums, Wayne County Condominium Subdivision Plan No. 348. 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. The buildings contained in the Condominium Project, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common

This is to certify that there are no taxes or fees on this property and that taxes are paid for the year ending _____ date of this instrument: _____

No. 0050

WAYNE COUNTY TREASURER

7-9-93

Clork: Cover

EXAMINED AND APPROVED
DATE JUL 08 1993
BY D.P.L.
DANIEL P. LANE
PLAT ENGINEER

93160174

FOREST L. FOMBRUNO
REGISTER OF DEEDS
WAYNE COUNTY, MI

93 JUL -9 PM 1:50

07-09-93

1

400

Elements of the Condominium Project.

ARTICLE II
LEGAL DESCRIPTION

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

PHASE 1 LEGAL DESCRIPTION

A parcel of land located in the Southwest 1/4 of Section 32, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan,
Described as:

Beginning at a point distant N 89°01'29" W, 873.84 feet and N 00°58'31" E, 1792.25 feet from the south 1/4 corner of Section 32 and proceeding thence 392.00 feet along the arc of a curve concave to the Northwest with a radius of 441.00 feet; a central angle of 50°55'47" and a chord of 379.22 feet with a bearing of N. 02°28'08" E, thence N. 67°00'14" E, 248.00 feet thence S 18°32'46" E, 317.00 feet; thence S. 83°12'53" E, 176.00 feet; thence S. 03°54'17" W, 167.00 feet; thence °N 88°37'40" W, 509.00 feet to the point of beginning, containing 3.527 acres. Subject to easements of record.

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 Mallard's Pond 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 Mallard's Pond, 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. If any provision of this Master Deed or exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted here from, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

Section 2. ASSOCIATION. "Association" means Mallard's Pond Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which

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

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

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

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

Section 6. CONDOMINIUM PREMISES. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Mallard's Pond as described above.

Section 7. CONDOMINIUM PROJECT, CONDOMINIUM OR PROJECT. "Condominium Project", "Condominium" or "Project" each mean Mallard's Pond 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 Mallard's Pond as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. CONSTRUCTION AND SALES PERIOD. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to add Units to the Project as provided in Article VI, 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 S & S Condominiums, Inc., a Michigan corporation, 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 are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are 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 Mallard's Pond, as such space may be described in the Condominium Subdivision Plan, 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 to the plural shall also be included 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 roads, and other surface improvements located thereon not identified as Limited Common Elements.

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

(c) EXTERIOR LIGHTING. The exterior lighting system, if any, throughout the Project, including all electrical transmission lines, lighting fixtures and related equipment, but excluding fixtures referred to in Section 2(e) of this Article.

(d) TELEPHONE. The telephone system throughout the Project, including that contained in Unit walls, floors and ceilings, up to the point of entry to each Unit.

(e) GAS. The gas distribution system throughout the Project, including that contained within Unit walls, floors and ceilings, up to the point of connection with gas fixtures within any Unit.

(f) WATER. The water distribution system throughout the Project, including that contained within Unit walls, floors and ceilings, up to the point of connection with plumbing fixtures within any Unit.

(g) SANITARY SEWER. The sanitary sewer system throughout the Project, to the extent it is outside the Plymouth Township easement including that contained within Unit walls, floors and ceilings, up to the point of connection with plumbing fixtures within any Unit.

(h) STORM SEWER. The storm sewer system throughout the Project including the retention basins, if any, including those retention basins operated and/or maintained jointly with any other entity pursuant to a consent judgment and the accessories related to their operation.

(i) SUMP PUMPS. The sump pumps, if any, throughout the Project, including all accessories related to their operation, located in some or all Units.

(j) ELECTRIC METER. The exterior wall of each or every unit may contain an electric meter, and appropriate leads to and from such meter, for the exclusive purpose of providing electric service to the general common elements.

(k) WATER METER. The basement of each and every unit may contain a water meter and appropriate leads to and from such meter, for the exclusive purpose of providing water service to the general common elements.

(l) TELECOMMUNICATIONS. The telecommunications system throughout the Project, including that contained in Unit walls, floors and ceilings if and when it may be installed, up to the point of entry to each unit.

(m) EASEMENTS. All beneficial easements referred to in Article IX hereof.

(n) CONSTRUCTION. Foundations, supporting columns, Unit perimeter walls (including doors and windows therein), roofs, ceilings, exterior archways, if any, and floor construction between Unit levels, including the chimneys, but not including the flue for the entire length of the chimney.

(o) DUCT WORK. The heating and/or air conditioning duct works and conduits throughout the Project, including those contained within Unit walls, floors and ceilings, up to the interior surface of each Unit.

(p) SIDEWALKS, IF ANY. The sidewalks, if any, parallel to any road or in an otherwise common area, but not including any sidewalk from the driveway to the porch for each unit, and the driveway for each unit.

(q) 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 and the telecommunications system, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the 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) PATIOS AND PORCHES. Each individual patio, if any,

and porch in the Project is restricted in use to the Co-owner of the Unit which opens into such patio and/or porch.

(b) DECKS. Each individual deck, if any, in the project is restricted in use to the co-owners of the unit which opens into such deck. The term deck is restricted to an external structure appurtenant to a specific unit, the access to which is from the first floor living area; but the access to which may also be from outside the specific unit.

(c) BALCONIES. Each individual balcony, if any, in the Project is restricted in use to the Co-owner of the Unit which opens into such balcony. The term balcony is restricted to an external structure appurtenant to a specific unit, the access to which is from the second floor living area.

(d) AIR CONDITIONER COMPRESSORS. Each individual air conditioner compressor, if any, its pad and other equipment and accessories related thereto, together with the ground surface immediately below the pad, are restricted in use to the Co-owner of the Unit which such air-conditioner compressor services.

(e) WINDOWS, SCREENS AND DOORS. The windows, screens and doors, including storm windows and doors, if any, in the Project are restricted in use to the Co-owners of the Units to which such windows, screens and doors are appurtenant.

(f) EXTERIOR LIGHTS. The exterior lighting fixtures at the front and rear entrance to each Unit and the exterior entrance to each garage shall be a Limited Common Element appurtenant to such Unit.

(g) SIDEWALKS, IF ANY, AND DRIVEWAYS. The sidewalks, if any, from the driveway to the porch for each unit, and the driveway for each unit are Limited Common Elements restricted in use to the Co-owners of the Unit but are expressly subject to the easement for maintenance, repair and replacement as set forth in Article IX, Section 4.

(h) GARAGE DOORS, GARAGE DOOR HARDWARE AND OPENERS. The garage door, garage door hardware and electric garage door opener, if any, for each garage having the same shall be limited in use to the Co-owner of the Unit, of which such garage is a part.

(i) INTERIOR SURFACES. The interior surfaces of each Unit and garage perimeter walls, ceiling and floors contained

within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit. The area enclosed within garage perimeter walls shall not be used or converted to living area.

(j) GAS, WATER AND ELECTRIC METERS. Gas, water, gas and electric meters which meter consumption of natural gas, water, and electricity consumed by the owners of individual Units. Such meters may be owned by the local public authority or by the company that is providing the pertinent services. Accordingly, such meters shall be Limited Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

(k) CHIMNEY FLUE. The flue for the entire length of the external chimney attached to each unit, if any.

(l) FURNACE AND WATER HEATER. The separate furnace and water heater located within a Unit and servicing only such Unit.

(m) ENTRANCE GATES, IF ANY, FOR UNITS NUMBER 2, 9, 14, AND 17. The entrance gate at the archway at the front entrances of units Number 2, 9, 14, and 17.

(n) ENTRANCE AREA AT FRONT OF UNITS NUMBER 2, 9, 14, AND 17. The area at the front entrance of units Number 2, 9, 14, and 17, between the archway and the porch including any unimproved land area.

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

(a) GENERAL COMMON ELEMENTS. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association, including contributing up to 44.61% of the costs of maintenance of the common open space areas and water retention basin areas shared with the Quail Run Subdivision and its Homeowners Association, but the contribution shall be limited to only .783 of one percent (1%), multiplied by the number of units actually built, for which certificates of occupancy have been issued by the Plymouth Township Building Inspection Department.

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

(1) PATIOS, BALCONIES, PORCHES AND DECKS. The costs of maintenance, repair and replacement of each individual patio, porch, deck and balcony described in Article IV, Section 2(a), Section 2(b), and Section 2(c) respectively their contents shall be borne by the Co-owners of the Unit to which such Limited Common Element respectively appertains; provided, however, that the periodicity thereof and the materials used in connection therewith shall be determined by the Association which may, at its election, be responsible for the work at the expense of each affected Co- owner.

(2) AIR CONDITIONER COMPRESSORS. The costs of repairing and replacing the air conditioner compressors referred to in Article IV, Section 2(b), shall be borne solely by each Co- owner utilizing such equipment.

(3) CHIMNEY FLUE. The costs of maintenance, repair, and replacement of each individual chimney flue described in Article IV, Section 2(k), shall be borne by Co-owner of the Unit to which such Limited Common Element respectively appertains; provided, however, that the periodicity thereof and the materials used in connection therewith shall be determined by the Association which may, at its election, be responsible for the work at the expense of the Co-owner of the Unit to which such Limited Common Element respectively appertains.

(4) WINDOWS, SCREENS AND DOORS. The repair, replacement and interior and exterior maintenance of all glass and screens in the windows, screens and doors, including storm windows and doors, if any, referred to in Article IV, Section 2(e) and the costs thereof shall be borne by the Co- owner of the Unit to which any such windows and screens are appurtenant, and as discussed in Article IV of the Bylaws regarding a Co-Owners responsibilities regarding property damage insurance.

(5) EXTERIOR LIGHTS. The costs of electricity for the exterior lighting fixtures referred to in Article IV, Section 2(f), shall be metered by the individual electric meters of the Co-owners to whose Units the same are respectively appurtenant and shall be paid by such individual Co- owners without reimbursement therefor from the Association.

(6) GARAGE DOORS, GARAGE DOOR HARDWARE AND OPENERS. The costs of maintenance, repair and replacement of each garage door, garage door hardware and electric garage door opener referred to in Article IV, Section 2(h), shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant; provided, however,

that the periodicity thereof and the materials used in connection therewith shall be determined by the Association which may, at its election, be responsible for the work at the expense of each affected Co-owner.

(7) 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(i) above, shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(8) FURNACE AND WATER HEATER. The costs of repair, replacement and maintenance of the furnace and water heater referred to in Article IV, Section 2(l) above shall be paid by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(9) EXTERIOR ENTRANCE GATES, AND GATE HARDWARE AT FRONT ENTRANCE AREA OF UNITS NUMBER 2, 9, 14, and 17. The cost of maintenance, repair, and replacement of each gate, and gate hardware referred to in Article IV, section 2(m), shall be borne by the Co-Owner of the Unit to which such Limited Common Element is Appurtenant; provided, however, that the periodicity thereof and the materials used in connection therewith shall be determined by the Association while at its own election, be responsible for the work at the expense of the affected Co-Owner.

(10) ENTRANCE AREA AT FRONT OF UNITS NUMBER 2, 9, 14, and 17. The cost of landscaping, maintenance, and repair of any unimproved land in the area at the front entrance of units number 2, 9, 14, and 17, between the archway and the porch as referred to in Article IV, section 2(n) shall be borne by the Co-Owner of the unit to which such Limited Common Element is Appurtenant; provided, however, that the periodicity thereof and the materials, plants, vegetation used in connection therewith shall be subject to review and approval by the Association, which may, at its own election, be responsible for the work at the expense of the affected Co-Owner.

(11) GAS, WATER AND ELECTRIC METERS. Gas, water and electric meters which meter consumption of natural gas, water and electricity consumed by owners of individual units may be owned by the local public authority or by the company providing the particular utility service. The repair, maintenance and replacement of such meters shall be borne solely by the Co-Owners of the unit to which such meters are attached, subject to the policies, practices and procedures of the local

public authority or the company providing the particular utility service as the case may be.

(12) SIDEWALKS AND DRIVEWAYS. The costs of maintenance, repair and replacement of the respective sidewalks, and driveways as described in Article IV, Section 2(g), shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary and except to the extent of repair and replacement due to the act or neglect of a Co-Owner or his agent, invitee or family member.

(c) OTHER. The costs of maintenance, repair and replacement of all General and Limited Common Elements, including the storm sewers and retention basins described in Article IV, Section 1(h) above, other than as described in this Section 3, and sewer clean out, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary and except to the extent of repair and replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet.

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 Mallard's Pond as prepared by Robert J. Schron, registered engineer. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, and (3) with respect to the garage, all space contained within the interior finished unpainted walls and ceilings and from the concrete floor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on basement and foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Robert J. Schron, registered engineer. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan, then the typical upper-floor plans for such Unit shall be

deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. PERCENTAGE OF VALUE. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative square foot area of the Units, including the basement area and garage, with the resulting percentages reasonably adjusted to total precisely 100%. 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 the administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. PERCENTAGE OF VALUE ASSIGNMENT. Set forth below are:

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

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

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	5.03
2	5.38
3	5.65
4	5.65
5	5.65
6	5.65
7	5.65
8	5.65
9	5.38
10	5.65
11	5.65
12	5.65
13	5.65
14	5.38
15	5.65
16	5.65
17	5.38
18	5.65

ARTICLE VI EXPANSION OF CONDOMINIUM

Section 1. AREA OF FUTURE DEVELOPMENT. The Condominium Project established pursuant to the initial Master Deed of Mallard's Pond and consisting of eighteen (18) Units is intended to be the first

stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 57 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

PHASE 2 LEGAL DESCRIPTION (Future Development Area)

A parcel of land situated in the Southeast 1/4 of Section 32, T. 1 S., R. 8 E., Plymouth Township, Wayne County, Michigan
Described as:

Beginning at a point distant N 00°31'50" E, 1650.59 Feet from the South 1/4 corner of Section 32 and proceeding thence N 64°03'50" W, 326.53 Feet; thence N 88°37'40" W, 56.02 Feet; thence N 03°54'17" E, 167.00 Feet; thence N 83°12'53" W, 176.00 Feet; thence N 18°32'46" W, 317.00 Feet; thence N 67°00'15" E, 675.88 Feet; thence S 00°31'50" W, 896.18 Feet to the point of beginning, containing 7.818 Acres. Subject to easements of record.

except for any portion of such land that is included in the parcel described in Article II of this Master Deed.

(hereinafter referred to as "area of future development").

Section 2. INCREASE IN NUMBER OF UNITS. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the Township of Plymouth. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 3. EXPANSION NOT MANDATORY. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future

development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 4. ADDITIONAL AREAS OF POSSIBLE FUTURE DEVELOPMENT. The foregoing sections of this Article VI notwithstanding, the Developer, in its sole discretion, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, may acquire additional lands contiguous or adjacent to the lands described in Articles II and VI of this Master Deed, as additional areas of possible future development for the purpose of construction of residential Units thereon. The location, nature, appearance, design and structural components of all such additional Units as may be constructed on such additional areas of possible future development shall be determined by the Developer in its sole discretion subject only to approval by the Township of Plymouth. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created with the areas of possible future development that is not restricted exclusively to residential use. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of the areas of possible future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the areas of possible future development mentioned in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII CONTRACTION OF CONDOMINIUM

Section 1. RIGHT TO CONTRACT. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of twenty-one (21) buildings containing 57 Units on the land described in Article II and Article VI 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:

PHASE 2 LEGAL DESCRIPTION (Future Development Area)

A parcel of land situated in the Southeast 1/4 of Section

32, T. 1 S., R. 8 E., Plymouth Township, Wayne County,
Michigan

Described as:

Beginning at a point distant N 00°31'50" E, 1650.59 Feet from the South 1/4 corner of Section 32 and proceeding thence N 64°03'50" W, 326.53 Feet; thence N 88°37'40" W, 56.02 Feet; thence N 03°54'17" E, 167.00 Feet; thence N 83°12'53" W, 176.00 Feet; thence N 18°32'46" W, 317.00 Feet; thence N 67°00'15" E, 675.88 Feet; thence S 00°31'50" W, 896.18 Feet to the point of beginning, containing 7.818 Acres. Subject to easements of record.

except for any portion of such land that is included in the parcel described in Article II of this Master Deed.

(hereinafter referred to as "contractible 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 6 years from the date of recording this Master Deed, 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 seven (7) and the number of Units be less than eighteen (18).

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 VII 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) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to 6 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.

ARTICLE VIII OPERATIVE PROVISIONS

Any expansion or contraction in the project pursuant to Articles VI or 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 expansion or contraction of 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 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 being added to (or withdrawn from) the Project 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 roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development and to provide access to any Unit that is located on, or planned for the area of future development from the roadways 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. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 4. CONSOLIDATING MASTER DEED. A Consolidating 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 Articles VI, VII, and VIII above and to any proportionate reallocation of percentages of value of existing Units 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) contained therein for the continuing maintenance and repair of all utilities (including natural gas lines running through an outside unit to the contiguous unit in a three unit building) in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. EASEMENTS RETAINED BY DEVELOPER.

(a) ROADWAY EASEMENTS. The Developer 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, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the aggregate percentage of value of all of the dwelling Units in this Condominium, and the denominator

of which is comprised of the numerator plus the aggregate percentage of value of all other dwelling Units in the land described in Article VI whose closest means of access to a public road is over such road.

(b) RIGHT TO DEDICATE. The Developer reserves the right at any time during the Construction and Sales Period 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 the Township of Plymouth and the County of Wayne, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan 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.

(c) UTILITY EASEMENTS. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All 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 which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the aggregate percentage of value of all of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus the aggregate percentage of value of all of the dwelling Units in the land described in Article VI that are served by such mains.

(d) RIGHT TO GRANT EASEMENTS FOR UTILITIES. The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. GRANT OF EASEMENTS BY ASSOCIATION. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

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

Section 5. TELECOMMUNICATIONS AGREEMENTS. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and

other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, 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

The 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 in this Master Deed or in the Bylaws to the contrary.

Section 2. MORTGAGEE CONSENT. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held.

Section 3. BY DEVELOPER. Prior to 1 year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. CHANGE IN PERCENTAGE OF VALUE. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as otherwise expressly provided in Article VI hereof this Master Deed or in the Bylaws.


Section 5. TERMINATION, VACATION, REVOCATION OR ABANDONMENT. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-developer Co-owners.

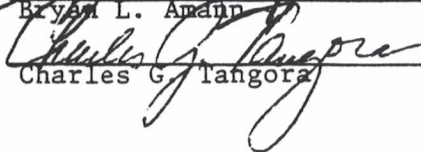
Section 6. DEVELOPER APPROVAL. During the Construction and Sales Period, Article VI, Article VII, Article VIII, Article IX, and this Article X shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of residential units on the land described in Article VI hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE XI
ASSIGNMENT

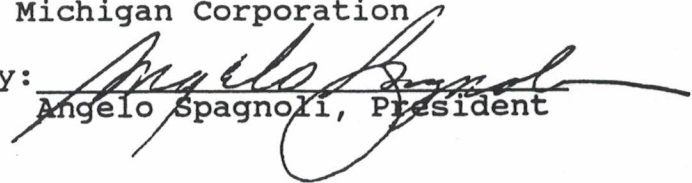
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment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

WITNESSES:



Bryan L. Amann


Charles G. Langora

S & S Condominiums
a Michigan Corporation
By: 

Angelo Spagnoli, President

STATE OF MICHIGAN)
)
COUNTY OF WAYNE) ss

LI 26649PA426

The foregoing instrument was acknowledged before me this 24th day of May, 1993, by Angelo Spagnoli who is the President, on behalf of the corporation.

Susan M. Natiw
Susan M. Natiw
Notary Public, Wayne County, Mich.
My Commission Expires: 5-8-95

SUSAN M. NATIW
Notary Public, Wayne County, Michigan
My Commission Expires May 8, 1995

Master Deed drafted by:

Bryan L. Amann, Esq.
Brashear, Tangora and Spence
32900 Five Mile Road
Livonia, MI 48154

When recorded, return to drafter.