

03/21/2005 08:49:49 A.M.
MACOMB COUNTY, MI SEAL
CARMELLA SABAUGH, REGISTER OF DEEDS

This is to certify that according to the County Treasurer's records there are no tax liens on this property and that the taxes are paid for five years prior to the date on this instrument except 2004 No 99397 TED B. WAHBY Macomb County Treasurer BY CK This certification does not include current taxes now being collected. Date 3-21-05

MASTER DEED

STRATHMORE CONDOMINIUM
(A Residential Condominium)

MACOMB COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 916

This Master Deed is made and executed on March 3, 2005 by Pulte Land Company, LLC, a Michigan limited liability company ("Developer"), whose address is 26622 Woodward Avenue, Suite 110, Royal Oak, Michigan 48076, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 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.

Developer does, upon recording this Master Deed, establish Strathmore Condominium as a Condominium Project under the Act and declares that Strathmore Condominium (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used 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 Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

100

The Project consists of 152 Units which are the individual sites on which residential dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit and each Unit is capable of individual use because it has access to a public road or Common Element of the Condominium. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwelling and other improvements located on it, to the extent such improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

Pursuant to Article 10 below, Developer may, but is not required to include a maximum of 140 additional units to the Condominium ("Future Development").

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE 1
TITLE AND NATURE

The Condominium Project shall be known as Strathmore Condominium, Macomb County Condominium Subdivision Plan No. 916. The engineering and architectural plans for the Project, if any, are on file with the Township of Macomb. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit B as "need not be built."

ARTICLE 2
LEGAL DESCRIPTION

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

LEGAL DESCRIPTION – Strathmore Condominium

Land situated in the Township of Macomb, County of Macomb, State of Michigan, described as follows:

Commencing at the Northwest corner of Section 4, T3N, R13E, Macomb Township, Macomb County, Michigan; thence S89°43'38"E 1147.51 feet along the North line of said Section 4 and the centerline of 26 Mile Road (33 foot half width) to the PLACE OF BEGINNING; thence continuing S89°43'38"E 1540.38 feet along the North line of said Section 4 and the centerline of said 26 Mile Road to the North ¼ corner of said Section 4; thence S00°17'38"E 1317.95 feet

along the North-South ¼ line of said Section 4; thence S89°42'22"W 180.00 feet; thence S00°17'38"E 31.38 feet; thence S89°42'22"W 430.00 feet; thence S89°29'18"W 70.00 feet; thence S86°10'46"W 70.13 feet; thence S89°24'00"W 78.54 feet; thence S89°42'22"W 428.54 feet; thence N00°17'38"W 35.00 feet; thence S89°42'22"W 121.21 feet; thence S00°28'46"W 18.16 feet; thence N89°31'14"W 180.00 feet; thence N00°28'46"E 1350.41 feet to the Place of Beginning, containing 48.07 acres of land, more or less, being part of the Northwest ¼ of said Section 4, being subject to easements, conditions, restrictions and exceptions of record, if any.

Parcel ID No. 08-04-100-029 (part)

Together with and subject to the following:

1. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for public streets, roads or highways.
2. Liens for taxes and assessments that are not yet due and payable.
3. All governmental limitations.
4. Easement in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 14702, page 877.
5. Easement for Municipal utilities in favor of Township of Macomb and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 14781, page 722.
6. Easement for Drainage and Detention Basin in favor of Township of Macomb and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 14781, page 726.
7. Easement for Detention Access in favor of Township of Macomb and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 14781, page 731.
8. Easement for Municipal Utilities with Temporary Construction Easement in favor of the Township of Macomb recorded in Liber 15353, Page 358, Macomb County Records.
9. Supplemental Declaration of Recreational Facilities Covenants, Conditions and Restrictions recorded in Liber 16289, Page 848, Macomb County Records ("Supplemental Declaration"), which sets forth the Developer's right, but not the obligation, to establish certain Recreational Facilities described in the Supplemental Declaration within the Area of Future Development of the Condominium to be used by the owners of Units in the Condominium and owners of lots of Strathmore Subdivision located to the west of the Condominium ("Lots"), and the right of Developer to establish a Recreational Facilities Association to administer Recreational Facilities and for their continued operation and maintenance and to levy assessments against Unit owners and Lot owners in connection with the Recreational Facilities ("Recreational Facilities").

10. Terms and Conditions contained in Notice of Special Assessment District, as disclosed by instrument recorded in Liber 15551, page 705.

11. Easement for Municipal Utilities in favor of the Township of Macomb and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 15903, page 277.

12. Easement for Municipal Utilities in favor of the Township of Macomb and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 15903, page 284.

13. Easement for Public Utilities in favor of the Township of Macomb and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 15903, page 290.

14. Grant of Permanent Easement in favor of McBride Drain Drainage District and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 16356, page 662.

ARTICLE 3
DEFINITIONS

Certain terms are used 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 Strathmore 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 Strathmore 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 3.1 Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 Association. "Association" means Strathmore 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 3.3 Bylaws. "Bylaws" means Exhibit A hereto, being the By-laws 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 By-laws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.4 Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.5 Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.6 Condominium Premises. "Condominium Premises" means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to Strathmore Condominium as described above.

Section 3.7 Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Strathmore Condominium as a Condominium Project established in conformity with the provisions of the Act.

Section 3.8 Condominium Subdivision Plan. "Condominium Subdivision Plan" or "Plan" means Exhibit B hereto.

Section 3.9 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Strathmore Condominium as a completed Condominium Project and shall reflect the land area, if any, converted pursuant to Article 8 below or contracted pursuant to Article 9 below or expanded pursuant to Article 10 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Macomb County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. 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 filing a certificate in the office of the Macomb 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 3.10 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 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.

Section 3.11 Co-Owner. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner." In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-Owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer shall retain the rights and obligations of a Co-Owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer. The foregoing provision regarding the rights and obligations of

land contract vendors and vendees shall apply notwithstanding the definition of "Co-Owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000. "Owner" or "Co-Owner" shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, or has an interest as a land contract vendee (other than Units owned by Developer), the interests of all such persons collectively shall be that of one Co-Owner.

Section 3.12 Developer. "Developer" means Pulte Land Company, LLC, 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 such terms are used in the Condominium Documents.

Section 3.13 Entrance Way, Landscaping and Perimeter Improvements. "Entrance Way, Landscaping and Perimeter Improvements" means any entranceway signs and monuments, landscaping and related improvements, and any perimeter landscaping or fencing installed by Developer within the Condominium.

Section 3.14 First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.

Section 3.15 Irrigation Improvements. "Irrigation Improvements" means any irrigation systems and related facilities, including meters and back flow protectors, that may be installed by Developer in the General Common Elements.

Section 3.16 Landscape Buffer. "Landscape Buffer" means the 30 foot wide landscape buffer located in the Project and adjacent to 26 Mile Road.

Section 3.17 Open Space Areas. "Open Space Areas" means the landscape buffers and open space areas shown on Exhibit B and including any regulated wetlands or conservation easement areas within the area of Future Development described in Article 10 of this Master Deed and as shown on Exhibit B, the use and occupancy of which is limited pursuant to Section 4.5 and Section 6.9 of this Master Deed.

Section 3.18 Residential Builder. "Residential Builder" means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit.

Section 3.19 Roads. "Roads" mean the Roads serving the Project as described in Section 6.5 below.

Section 3.20 Storm Water Drainage Facilities. “Storm Water Drainage Facilities” means all storm water drainage facilities located on or adjacent to or served by the Property, or into which the Property has the right to drain storm water as described in Section 6.7 below, including but not limited to storm water detention basins, storm water lines, manhole covers, and storm water drainage grates and any New Storm Water Facilities as described in Section 6.7.

Section 3.21 Township. “Township” means the Township of Macomb, Michigan.

Section 3.22 Transitional Control Date “Transitional Control Date” means the date on which a Board of Directors of the Association take 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 Developer.

Section 3.23 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in Strathmore Condominium as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

ARTICLE 4
COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

The Common Elements of the Project as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

Section 4.1 General Common Elements. The General Common Elements are:

4.1.1 Land. The land described in Article 2 above (other than that portion thereof described in Section 4.2 or Section 5.1 below or in Exhibit B, attached, as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land and including the Open Space Areas, Landscape Buffer, and other land areas designated as General Common Elements on attached Exhibit B.

4.1.2 Roads. The roads throughout the Condominium, except to the extent that neither Developer nor the Association has dedicated the roads to public use through a conveyance for roadway purposes to the Road Commission of Macomb County (“Road Commission”) or any other governmental entity and such roads dedication has been accepted. Developer intends to dedicate the roads in the Condominium to public use as reserved in Section 6.5 below. Developer intends to dedicate a right of way for roadway purposes over a portion of the Project adjacent to 26 Mile Road as shown on Exhibit B and as reserved in Section 6.5 below.

4.1.3 Surface Improvements. Surface improvements not identified as Limited Common Elements and not located within the boundaries of a Unit, including the Entrance Way, Landscaping and Perimeter Improvements, Irrigation Improvements, and sidewalks.

4.1.4 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Project.

4.1.5 Utilities. Some or all of the utility lines and appurtenances, including electric, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water detention areas and drainage facilities and equipment described below 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 whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township of Macomb or other governmental authorities, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

4.1.6 Electrical. Subject to 4.1.5, the electrical transmission system throughout the Project up to, but not including the electric meters for each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 Telephone and Telecommunications System. Subject to 4.1.5, the telephone or telecommunications equipment and system throughout the Project up to the point of connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 Gas. Subject to 4.1.5, the gas distribution system throughout the Project up to the point where it is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.9 Water. Subject to 4.1.5, the water distribution system throughout the Project up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.10 Sanitary Sewer. Subject to 4.1.5, the sanitary sewer system throughout the Project up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.11 Storm Sewer/Storm Water Drainage Facilities. Subject to 4.1.5, the Storm Water Drainage Facilities throughout the Project including any New Storm Water Drainage Facilities which may be located in the area of Future Development as described in Section 6.7 of this Master Deed.

4.1.12 Other. Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are

intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the limited Common Elements are appurtenant. There are currently no Limited Common Elements in the Project. Developer reserves the right to add Limited Common Elements by amendment to the Master Deed pursuant to Article 7 below.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, reconstruction, repair and replacement of the Common Elements are as follows:

4.3.1 Co-Owner Responsibilities. The responsibility for, and the costs of insurance, maintenance, decoration, repair and replacement of any and all structures and improvements, including lawn, landscaping, driveways and walkways, and snow removal on driveways and walks, located within or upon a Unit and any appurtenant Limited Common Elements, and the cost of utilities serving the Co-Owner's Unit shall be borne by the Co-Owner of the Unit. Each Co-Owner shall be responsible for maintaining the sidewalks, lawn and landscaping on the lawn extension between the Co-Owner's Unit and the edge of the street pavement, and the surface of all easement areas on such Co-Owner's Unit, except as otherwise provided in the Master Deed and Bylaws,

4.3.2 Association Responsibilities. The Association, by its Board of Directors, shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements, street maintenance and snow plowing. The cost of insurance, maintenance, repair and replacement of all General Common Elements shall be borne by the Association subject to any provisions of the Master Deed, Bylaws or the Declaration expressly to the contrary, and assessed to the Co-Owners as set forth in the Bylaws.

Section 4.4 Use of Common Elements and Units. No Co-Owner shall use the Co-Owner's 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 the Co-Owner's Unit or the Common Elements.

Section 4.5 Residential Use; Open Space Areas. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities. A portion of the Open Space Areas located in the area of Future Development may consist of regulated wetlands or may be designated a conservation easement area or passive open space area. No modification, use or occupancy of any regulated wetlands or conservation easement areas or passive open space area shall occur without the prior written approval of Developer, the Association, the Township, and applicable governmental authorities.

Section 4.6 Landscape Buffer. The Association shall be responsible for the maintenance, repair and upkeep of the Landscape Buffer in accordance with the landscape plan approved by the Township. The Association shall have the right to establish rules and regulations for the maintenance, upkeep and beautification of the Landscape Buffer in order to insure an

aesthetically pleasing appearance for the benefit of all Owners within the Project so long as such rules and regulations are consistent with the landscape plan approved by the Township.

In the event the Association shall, at any time, fail to maintain the Landscape Buffer in the condition reasonably in accordance with the Township's approved landscape plan, then the Township shall have the right to serve notice by first-class mail on the Association of the manner in which the Association has failed to maintain the Landscape Buffer in the condition reasonably in accordance with the approved landscape plan. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof and shall notify the Association of the date, time, and place of a public hearing before the Township Board of Trustees or such other boards or body of officials to whom the Township may delegate such responsibility. The hearing shall be held within fifteen (15) days of the notice. At the hearing the Township may modify the terms of the original notice of deficiencies in maintenance and may grant an extension of time within which the deficiencies shall be cured. If the deficiencies, set forth in the original notice or in the modification thereof, are not cured within thirty (30) days or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the Landscape Easement, may enter upon the Project and maintain the Landscape Easement for a period of up to one (1) year. Maintenance of the Landscape Easement by the Township shall not constitute a taking of the Landscape Easement nor vest in the public any additional right to use the same.

Within sixty (60) days prior to the expiration of the aforesaid one (1) year period that the Landscape Easement is under the control and jurisdiction of the Township, a majority of the Owners or the Association may request another public hearing be held or the Township may call another public hearing upon notice in the same manner as set forth above. At the hearing the Association or Owners shall show cause why maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall reasonably determine that the Association and/or Owners are ready, willing and able to maintain the Landscape Easement, the Township shall cease to operate and maintain the Landscape Easement at the end of said year. If the Township shall reasonably determine that the Association or Owners are not ready, willing, and able to maintain the Landscape Easement during the next succeeding year, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon and maintain said Landscape Easement.

Should deficiencies in the maintenance of the Landscape Easement be determined by the Township to constitute an impending danger to health, safety, and welfare of the public or a public or private nuisance, the Township shall have the right to take immediate correction and summarily abate such danger or nuisance.

The Association and/or Owners shall hold harmless, defend, and indemnify the Township from any and all claims, demands, costs, expenses, including attorney fees, and judgments, whatsoever, which may arise from the Township's maintenance of the Landscape Easement.

The actual costs and expenditures, including administration expenses and attorney fees, incurred by the Township as a result of its maintenance of the Landscape Easement or the immediate abatement of an impending danger or nuisance in relation thereto, shall be at the

expense of the Association or the Owners and such costs and expenditures shall be assessed against the Units in the Project and become due, collected, and returned for non-payment in the same manner and at the same time as ad valorem property tax levies of the Township.

The Township, at its option, shall be subrogated to any rights the Association may have in this Master Deed for the imposition of assessments and the collection thereof in relation to the Landscape Easement.

The maintenance provisions contained in this Article, or section, shall not be amended in any way without the prior written consent of Macomb Township.

Section 4.7 Streetlighting. With the consent and approval of any governmental agency having jurisdiction over the streets and rights-of-way within the Condominium, and subject to the interest of the public in such streets and rights-of-way within the Condominium, the Association shall be responsible for all costs associated with the maintenance, repair, and replacement of all street and walkway lighting equipment and systems throughout the Project installed by Developer directly or by the public utility company providing electric service to the Project through a contract with the Township ("Street Lighting Improvements"), including, without limitation, the cost of all electricity required to operate the Street Lighting Improvements. Subject to the requirements of applicable governmental authorities or the public utility company providing electric service to the Project, the Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, repair, and replacement of the Street Lighting Improvements in order to insure proper functioning and an aesthetically pleasing appearance for the benefit for all Owners within the Condominium. It is anticipated that streetlighting for the Project will be installed by Detroit Edison under a contract with the Township. In such event, the actual costs and expenses of installation, maintenance, repair and replacement of Street Lighting Improvements, including any related administration expense and attorney fees incurred by the Township shall be billed to the Association by the Township and shall be an expense of administration of the Project to be paid by the Association and assessed to the Unit Owners as set forth in the Bylaws. Any such costs and expenses of the Township pertaining to Street Lighting Improvements which are not paid by the Association within 30 days of demand may be assessed to the Units in the Project and become due, collected and returned for non-payment in the manner and at the same time as ad valorem property tax levies of the Township.

ARTICLE 5

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Strathmore Condominium surveyed by Atwell-Hicks, Inc. and attached as Exhibit B. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit B and delineated with heavy outlines. Any structure, improvements or driveways constructed on any Unit shall be built in accordance with the requirements of this Master Deed and exhibits and in accordance with the requirements of applicable governmental authorities including the Township.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium.

The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Project is one hundred percent (100%).

ARTICLE 6 EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 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, repair or reconstruction 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 and improvements for the continuing maintenance and repair of all utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement. Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the Township, Macomb County and all other companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all roads, walks and the other General Common Elements and the Limited Common Elements identified in Article 4 in the Condominium for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of the Project, including mortgagees of any portion of the Project. These easements shall run with land in perpetuity. Developer has no financial obligation to support such easements.

Section 6.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the project for access to the Units, wetlands, ponds, detention basins, drainage facilities, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for maintenance of the exterior of all structures and improvements within a Co-Owner's Unit as set forth in Article 4 above. In the absence of performance by the Co-Owner involved, the

Association may undertake the maintenance of a Unit or the exterior of structures and improvements and law and landscaping. If such work is performed upon a Unit by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

Section 6.3 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 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 Developer so long as the Construction and Sales Period has not expired.

Section 6.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium including all Units and Common Elements 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. 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 dwelling on any Unit or any appurtenant Limited Common Elements.

Section 6.5 Roadway and Utility Easements; Right-of-Way Dedication; Emergency Access. Developer reserves the right at any time during the Construction and Sales Period to grant easements for private or public utilities or for highway purposes, over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate easements for or transfer title of road rights-of-way and utilities to state, county or local governments, including dedication and conveyance to the Macomb County Road Commission ("Road Commission") of rights-of-way for roadway purposes adjacent to 26 Mile Road and for interior roadways all as shown on Exhibit B. Easements are established for the benefit of the Project, the Developer, the Association, all Unit Owners, and applicable governmental authorities for roadway purposes over, across and within the Roads in the Project as it may be expanded. Developer also reserves the right to amend, expand or contract such easement areas or right-of-way dedication. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Macomb County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the

foregoing easements or transfer of title. After certificates of occupancy are issued for residences in 100% of the Units which may be constructed in the Condominium, the foregoing rights and powers may be exercised by the Association. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2 and Article 10, or any portion or portions thereof, an easement for the unrestricted use of the Roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the Project.

There shall exist for the benefit of the Township or any emergency service agency, an easement over all roads in the Condominium to the extent the roads remain private, for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

Section 6.6 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to 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 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.

Section 6.7 Storm Water Drainage Facilities. Storm Water Drainage Facilities, including easements are established to assure the perpetual functioning of the Storm Water Drainage Facilities across the Project including those areas shown on Exhibit B and as the Project may be expanded. To maintain the intended function of the Storm Water Drainage Facilities and easements, no modification, use or occupancy of such areas is allowed without the prior written approval of the Developer, the Association and applicable governmental authorities. A portion of the Storm Water Drainage Facilities serving the Condominium are located in the area of Future Development, as shown on Exhibit B. Easements are established for the over and across the land described in Article 2 and Article 10 for the benefit of the Developer, the Association, all Unit owners and applicable governmental authorities for the use maintenance, repair and replacement of the Storm Water Drainage Facilities, and to ensure the proper function of the Storm Water Drainage Facilities serving the Project. The Association shall be responsible for maintenance of the Storm Water Drainage Facilities of the Project, as it may be expanded, in accordance with the requirements of applicable governmental authorities, and the cost of such maintenance shall be assessed to the Co-Owners of the Units through the Association as

described in the Bylaws. In the event of expansion of the Project to include the area of Future Development described in Article 10 of this Master Deed, the Developer anticipates that an existing easement for drainage and stormwater detention basin within the area of Future Development, which serves the Strathmore Subdivision on the west, will be filled and new stormwater facilities will be installed which may include a sedimentation pond and discharge pipe to the McBride drain ("New Storm Water Facilities"). The purpose of the New Storm Water Facilities will be to provide drainage for the benefit of the Condominium Premises, the area of Future Development and Strathmore Subdivision. In such case, the Association shall be responsible for the maintenance, replacement and repair of all improvements located within the New Storm Water Facilities located within the Project. Pursuant to the Storm Water Drainage System Easement Agreement recorded or to be record in the Macomb County Records pertaining to storm water drainage facilities serving the Condominium and the adjacent Strathmore Subdivision, the Association shall have the right to bill the Strathmore Subdivision Homeowner's Association for a proportionate share of the costs and expenses associated with maintenance of the New Storm Water Facilities based on the number of lots in Strathmore Subdivision ("Lots") compared to the total number of Lots and Units in both Strathmore Subdivision and Strathmore Condominium. If any billing remains unpaid for 30 days after the receipt, the Association shall have the right to assess the Lot owners for such unpaid amount and if not paid within 30 days from the date payment is due, the Association shall have the same collection and lien rights against delinquent Lot owners as set forth in the Strathmore Subdivision Declaration of Covenants, Conditions and Restrictions recorded in the Macomb County Records.

In the event that the Association shall at any time fail to maintain the New Storm Water Facilities in reasonable condition and order, the Township shall have the right to serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the New Storm Water Facilities in reasonable condition and order. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof, and shall notify the Association of the date, time and place of a public hearing before the Township Board or such other boards or body of officials to whom the Township shall delegate such responsibility. Such hearing shall be held within fifteen (15) days of the notice. At such hearing, the Township may modify the terms of the original notice of deficiencies in maintenance and may grant an extension of time within which such deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modification thereof are not cured within said thirty (30) day period or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the New Storm Water Facilities, may enter upon the Project and maintain the New Storm Water Facilities for a period of one (1) year. The maintenance of the New Storm Water Facilities by the Township shall not constitute a taking of the New Storm Water Facilities nor vest in the public any additional right to use of the same.

Within sixty (60) days prior to the expiration of the aforesaid one (1) year period that the New Storm Water Facilities is under the control and jurisdiction of the Township, the Association may request another public hearing be held or the Township may call another public hearing upon reasonable notice to the Association. At such hearing the Association shall show cause why such maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall reasonably determine that the Association is ready, willing and

able to maintain the New Storm Water Facilities in reasonable condition and order, the Township shall cease to operate and maintain the New Storm Water Facilities at the end of said year. If the Township shall reasonably determine that the Association is not ready, willing and able to maintain the New Storm Water Facilities during the next succeeding year, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon the Project and maintain said New Storm Water Facilities.

Should deficiencies in the maintenance of the New Storm Water Facilities be determined by the Township to constitute an impending danger to health, safety and welfare of the public, or a public and private nuisance, the Township shall have the right to take immediate corrective action and summarily abate such danger of nuisance.

The actual cost and expenditures, including administration expenses and attorney fees, incurred by the Township as a result of its maintenance of the New Storm Water Facilities or the summary abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Association and such costs and expenditures shall be assessed against the Units in the Condominium and become due, be collected and returned for non-payment in the same manner and at the same time as ad valorem property tax levies of the Township.

The Township, at its option, shall be subrogated to any rights the Association may have in this Master Deed for the imposition of assessments and the collection thereof in relation to the New Storm Water Facilities.

The maintenance right of the Township contained in the Section 6.7 shall not be amended without the prior written consent of the Township.

Developer and the Association reserve the right to grant an easement to the McBride Drainage District and/or the Macomb County Public Works office or other governmental authority for the purpose of locating, establishing, installing, constructing, operating and repairing the McBride Drain and all appurtenances as located or relocated as shown on Exhibit B, or as otherwise established. Developer and the Association reserve the right to enter into other agreements including drainage district agreements as required by applicable governmental authorities pertaining to the McBride Drain or other stormwater drainage facilities affecting the Project, as it may be expanded. All Co-Owners and mortgagees consent to such easements and agreements.

The Project is located within the McBride Drainage District and is subject to all requirements of applicable governmental authorities pertaining to such Drainage District.

Permanent easements for county drains must be granted by the property owner as a condition of approval of drainage plans by the Macomb County Public Works Commissioner ("MCPWC"). County drain easements are permanent encumbrances upon the property. They run with the land and are binding on all successors to title and parties in interest. County drain easements cannot be terminated or modified, except by application to and written approval of the MCPWC or drainage board. Drain easements must be kept clear of private uses that could, in the exclusive judgment of the MCPWC, interfere with drain operations and maintenance activities. By way of example and not limitation, the following uses on drain easements are

strictly prohibited: permanent structures, garages, decks, swimming pools, gazebos, trees, fences, changes of grade, etc. The MCPWC or drainage board will consider variances from the above regulations on a case by case basis, on a showing of hardship. If a variance is approved, the applicant will be required to execute a license and agreement to use the drain easement and be subject to its terms and conditions.

Section 6.8 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units, and Common Elements as set forth on Exhibit B. Developer has or may enter into separate easement agreements and dedication with the Township of Macomb, other governmental authorities or utility companies for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project to facilitate development of the Master Development and to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer 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 Macomb County Records or the recordings of a separate easement agreement. 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 or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title. The foregoing rights of the Developer are subject to the limitations set forth in Section 6.5 above.

Section 6.9 Wetlands and Conservation Easement Areas. A portion of the area of Future Development may consist of regulated wetlands or open space area to be maintained in its natural state by the Association or pursuant to a grant of conservation easement. Developer reserves the right to create a passive open space area or a conservation easement area within the area of Future Development and to grant to appropriate parties a conservation easement pertaining to such area. No portion of any wetland or conservation easement area shall be used, modified or occupied except in compliance with this Master Deed, any grant of easement, and the requirements of applicable governmental authorities. All Co-Owners and mortgagees of Units in the Condominium, as it may be expanded, are deemed to have consented to the granting of such conservation easement.

Section 6.10 Further Rights Reserved to Developer. Developer reserves for the right of itself, the Association, their respective successors and assigns and all Co-Owners of the land described in Article 2, or portion or portions thereof, perpetual easements to use, 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 and appurtenances. Developer further reserves easements over the land described in Article 2 above and Article 10 below for the purpose of reasonable access from the Roads to the Units and residences in furtherance of the development of the Project.

ARTICLE 7
AMENDMENT

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

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified without the consent of the Co-Owner in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagees Consent. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(l) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4 Changes in Percentage of Value; Unit Dimensions. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes may not be modified without the consent of each affected Co-Owner and Mortgagee, and a Co-Owner's Unit dimensions or any appurtenant Limited Common Elements, may not be modified without the consent of each affected Co-Owner.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, and Article 10 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

Section 7.7 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an "AS BUILT" Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as "MUST BE BUILT", subject to any limitations or obligations imposed by the Act.

7.7.8 To convert the Condominium as set forth in Article 8 below.

7.7.9 To contract the Condominium as provided in Article 9 below.

7.7.10 To expand the Condominium as provided in Article 10 below.

The amendments described in this Section 7.7 may be made without the consent of Co-Owners or mortgagees. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

ARTICLE 8 CONVERSION OF CONDOMINIUM

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 8.1 Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which the Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article 8. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. No additional Units may be created in the Convertible Area, and Units may be expanded, modified or decreased as

provided in this Article 8. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on other portions of the Project, as determined by Developer in its sole discretion, which may include the Recreational Facilities described in the Supplemental Declaration of Recreational Facilities Covenants Conditions and Restrictions identified in Article 2.

Section 8.2 Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements. Provided, however, no portion of a Unit owned by a Co-Owner other than Developer shall be converted without such Co-Owner's consent.

Section 8.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the Township.

Section 8.4 Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas except as provided in Section 8.2 above. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 8.5 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article 8 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 in which the percentages of value set forth in Article 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium 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 Developer. Such readjustments, however,

shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article 8.

ARTICLE 9 CONTRACTION OF CONDOMINIUM

Section 9.1 Roadway and Units. As of the date this Master Deed is recorded, the Developer intends to dedicate to the public use certain roads and road rights-of-way as shown on Exhibit B and described in Section 6.5 above. Developer therefore reserves the right to withdraw from the Condominium that portion of the land described in Article 2 and Article 10 that consists of the road rights-of-way as the same are shown on the Condominium Subdivision Plan. Developer also reserves the right to withdraw from the Condominium any present or future Units of the Condominium, including but not limited to any portion of the Condominium Premises on which Developer may establish the Recreational Facilities provided for in the Supplemental Declaration of Recreational Facilities Covenants Conditions and Restrictions identified in Article 2.

At the option of the Developer, within a period ending no later than six years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium the road right-of-way dedicated to public use and any present or future Units or any portion of the Common Elements of the Condominium ("Contractible Area"), when and if Developer determines in its sole discretion that the development of the Condominium would be best served by such contraction. The consent of any Unit owner to the contraction of such owner's Units shall be obtained prior to contraction of a Unit owned by an owner other than Developer.

Section 9.2 Withdrawal of Land. In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article 2 and Article 10 that is dedicated to public use as the road rights-of-way and all or any portion of the Contractible Area described above. The withdraw of such land pursuant to this Article 9 shall be effected by an amendment of the Master Deed as provided in Section 9.4 below, and by a conveyance or dedication or grant of easement of the road rights-of-way in the Condominium to the Macomb County Road Commission (or any other appropriate governmental unit with appropriate jurisdiction) in the case of withdrawal of the road rights-of-way.

Section 9.3 Restrictions on Contraction. Apart from satisfying any governmental conditions to dedication of the road and road right-of-ways or other contraction, there are no restrictions on Developer's right to contract the Condominium as provided in this Article 9, except as set forth in Section 9.1 above.

Section 9.4 Consent Not Required. The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use except as set forth in the last sentence of Section 9.1 . All of the Co-Owners and mortgagees an other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to dedicate the roads and road right-of-ways in the Condominium to public use or to thereafter contract the Condominium as herein provided. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Section 9.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 9.

Section 9.6 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in Section 3.9, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE 10 EXPANSION OF CONDOMINIUM

Section 10.1 Area of Future Development. The Project established pursuant to the initial Master Deed of Strathmore Condominium consists of one hundred fifty two (152) Units and may be the first stage of an expandable condominium under the Act. The maximum number of Units which may be added to the Condominium is one hundred forty (140) additional Units, for a maximum total of two hundred ninety two (292) Units in the Project as expanded. Additional Units, if any, will be established upon all or some portion of the following described land ("Future Development"):

Legal Description of Strathmore Condominium – Area of Future Development:

Commencing at the North 1/4 corner of Section 4, T3N, R13E, Macomb Township, Macomb County, Michigan; thence S00°17'38"E 1317.95 feet along the North-South ¼ line of said Section 4 for a PLACE OF BEGINNING; thence continuing S00°17'38"E 1465.64 feet along the North-South ¼ line to the Center of said Section 4; thence S89°30'44"W 1578.16 feet along the East-West ¼ line of said Section 4; thence N00°28'46"E 1454.00 feet; thence S89°31'14"E 180.00 feet; thence N00°28'46"E 18.16 feet; thence N89°42'22"E 121.21 feet; thence S00°17'38"E 35.00 feet; thence N89°42'22"E 428.54 feet; thence N89°24'00"E 78.54 feet; thence N86°10'46"E 70.13 feet; thence N89°29'18"E 70.00 feet; thence N89°42'22"E 430.00 feet; thence N00°17'38"W 31.38 feet; thence N89°42'22"E 180.00 feet to the Place of Beginning, containing 51.94 acres of land, more or less, being part of the Northwest ¼ of said Section 4, being subject to easements, conditions, restrictions and exceptions of record, if any.

Section 10.2 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 Developer from time to time, with a period ending no later than six (6) years from the date of this Master Deed, be increased by the addition to this Condominium of all or any portion of the area of Future Development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the area of Future Development shall be determined by Developer in its sole discretion subject only to approval by the Township, but all such improvements shall be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit shall be created within the area of Future Development that is not restricted exclusive to residential use. The Township's prior consent is required for any expansion of the Condominium. Developer reserves the right to create easements within the initial Project for the benefit of area of Future Development.

Section 10.3 Expansion Not Mandatory. Developer is not obligated to enlarge the Condominium Project beyond the initial Project area established by this Master Deed and Developer may, in its discretion, establish all or a portion of the area of Future Development, if any, as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of Developer to add to the Condominium Project all or any portion of the area of Future Development described in this Article nor is there any obligation to add portions thereof in any particular order or to construct particular improvements in any specific location. Developer has reserved easements over the Project for the benefit of the property described in Section 10.1 above regardless of whether the area of Future Development is added to the Condominium. Developer may create Limited Common Elements within the area of Future Development and designate Common Areas thereon which may be subsequently assigned as Limited Common Elements. The nature of the Limited Common Elements to be added is within the exclusive discretion of the Developer.

Section 10.4 Amendment to Master Deed and Modification of Percentages of Value. Expansion of the Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article 5 above shall be proportionately readjusted in order to preserve the total value of one hundred (100%) per cent for

the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, 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 10.5 Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced, or to the additional parcel or parcels added to the Project by such amendment and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 10.

Section 10.6 Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in Section 3.9 above, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 10.7 Consent of Interested Parties. 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 to this Master Deed to effectuate the purpose and intent of Article 10 and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits.

ARTICLE 11
ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 Developer 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 Macomb County Register of Deeds.

Dated: March 3, 2005

DEVELOPER:

PULTE LAND COMPANY, LLC, a
Michigan limited liability company

By: 
James J. Bagley

Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 3rd day of March, 2005, the foregoing Master Deed was acknowledged before me by James J. Bagley, the Member of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of said Company.

Martha Jordan

Martha Jordan, Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: 9-10-2007

PREPARED BY AND RETURN TO:
Sandra Sorini Elser (P36305)
BODMAN LLP
Suite 300
110 Miller Street
Ann Arbor, MI 48104
734-761-3780

MAKING
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Sep 10, 2007