

Recorded September 21, 2000
in Liber 3969, Page 295,
Washtenaw County Records.

**MASTER DEED
OF
BROOKSIDE OF SUPERIOR TOWNSHIP**

**A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 343**

This Master Deed is made and executed on this 31st day of August, 2000 by THE SELECTIVE GROUP, INC., a Michigan corporation (hereinafter referred to as the "Developer"), whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated 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 Brookside of Superior Township as a Condominium Project under the Act and does declare that Brookside of Superior Township (hereinafter referred to as the "Condominium", "Project", "Condominium Project" or "Brookside") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its 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 Brookside of Superior Township, Washtenaw County Condominium Subdivision Plan No. 343. 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, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. 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 or a public road. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common 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:

Part of the North ½ of Section 34, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 34, thence S 87° 49' 18" W, 1923.20 feet, along the Northerly line of said Section 34 and the centerline of Geddes Road, to the Point of Beginning; thence S 02° 10' 42" E, 602.00 feet; thence S 87° 49' 18" W, 180.00 feet; thence S 02° 10' 42" E, 120.00 feet; thence S 17° 18' 54" W, 50.40 feet; thence S 25° 48' 15" E, 117.00 feet, thence S 09° 06' 39" W, 117.00 feet; thence S 44° 22' 42" W, 105.92 feet; thence S 54° 58' 55" W, 59.02 feet; thence S 35° 01' 05" E, 203.09 feet; thence S 09° 47' 25" E, 71.16 feet; thence S 16° 11' 56" E, 240.00 feet; thence S 41° 50' 04" E, 91.48 feet; thence S 71° 20' 55" E, 120.00 feet; thence S 18° 39' 05" W, 186.00 feet; thence N 71° 20' 55" W, 12.25 feet; thence S 18° 39' 05" W, 120.31 feet, to the Northerly boundary of "Woodland Acres Sub. No. 9", as recorded in Liber 21 of Plats, on Pages 78, 79 and 80 of Washtenaw County Records; thence the following courses along the Northerly boundary of said "Woodland Acres Sub. No. 9", N 70° 49' 33" W, 166.92 feet; and N 62° 59' 14" W, 114.49 feet; and N 55° 53' 08" W, 112.33 feet; and N 30° 18' 10" W, 89.19 feet; and N 06° 31' 11" W, 246.60 feet; and N 22° 48' 16" W, 95.46 feet; and N 35° 01' 05" W, 189.43 feet; and N 66° 50' 09" W, 420.67 feet; and 41.09 feet along a curve to the left, said curve having a radius of 266.00 feet, a central angle of 08° 51' 00", and a chord bearing and distance of S 36° 14' 11" W, 41.05 feet, along the Northerly boundary of said "Woodland Acres Sub. No. 9", to the Northeast corner of Lot 931 of "Woodland Acres Sub. No. 11", as recorded in Liber 27 of Plats, on Pages 20, 21, 22 and 23 of Washtenaw County Records; thence N 66° 50' 09" W, 129.68 feet, along the Northerly boundary of said "Woodland Acres Sub. No. 11"; thence S 23° 09' 51" W, 80.00 feet, along the Northerly boundary of said "Woodland Acres Sub. No. 11"; thence N 66° 50' 09" W, 328.37 feet, along the Northerly boundary of said "Woodland Acres Sub. No. 11" and an extension thereof; thence N 23° 09' 51" E, 204.59 feet; thence N 87° 35' 20" E, 89.26 feet; thence N 02° 24' 40" W, 750.00 feet, to the North line of said Section 34 and the centerline of said Geddes Road; thence N 87° 35' 20" E, 558.26 feet, along

the North line of said Section 34 and the centerline of said Geddes Road, to the North ¼ Corner of said Section 34; thence N 87° 49' 18" E, 736.33 feet, along the North line of said Section 34 and the centerline of said Geddes Road, to the Point of Beginning. All of the above being subject to the rights of the public in Geddes Road. All of the above containing 37.925 Acres and being subject to easements, restrictions, and rights-of-ways of record.

Tax Parcel Nos. ~~10-34-200-003~~ and ~~10-34-100-004~~. *005 P. T.*

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 Brookside of Superior Township 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 Brookside as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means Brookside of Superior Township Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

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

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

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Brookside as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Brookside of Superior Township, as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan or Plan. "Condominium Subdivision Plan" or "Plan" means Exhibit B hereto.

Section 9. 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 owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 10. Developer. "Developer" means The Selective Group, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns, with the exception of any successor developer(s) under section 135 of the Act, whose rights hereunder as a "Developer" shall exist only upon an affirmative written assignment of such rights by the Developer, in whole or in part. 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 11. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project, including any Unit established within the Future Expansion Area described in Article X below. For the purposes of this Section 11, the term "Developer" shall not include any successor developer as defined in Section 135 of the Act, unless the Developer affirmatively assigns such rights in writing to such "successor developer", in whole or in part.

Section 12. 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 sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units which may be created are sold, whichever first occurs.

Section 13. Future Expansion Area. "Future Expansion Area" means the land described in Article X, below, some or all of which may be added to the Condominium in one or more amendments of this Master Deed.

Section 14. General Common Element. "General Common Element" means a Common Element that is not a Limited Common Element.

Section 15. Limited Common Element. "Limited Common Element" means a Common Element reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

Section 16. Mortgagee. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

Section 17. Percentage of Value. "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentage of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those

matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

Section 18. Person. "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

Section 19. Residence. "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

Section 20. Structure. "Structure" means any residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, inground swimming pool, or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

Section 21. 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 22. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Brookside of Superior Township, as such space may be described in Article VI, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land (excluding any part thereof included in the Units described in Article VI below and on the Plan) and beneficial easements, if any, described in Article VII hereof, including any parking areas, walks, landscaped and open areas, wetlands and parks, except to the extent any of the foregoing are designated herein or on the Plan as Limited Common Elements.

(b) Roads. The roads throughout the Condominium, designated on the Plan so long as neither the Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by the Washtenaw County Road Commission, or any other appropriate governmental entity. Developer intends to dedicate the roads in the Condominium to public use as soon as practical after the recordation of this Master Deed, and Developer has reserved the right and power to dedicate the roads in Article VII of this Master Deed.

(c) Water. The water distribution system throughout the Project, up to the point of lateral connections for Units and dwellings, to the extent not owned by the local governmental authority.

(d) Sanitary Sewer. The sanitary sewer system throughout the Project, up to the point of lateral connections for Units and dwellings, to the extent not owned by the local governmental authority.

(e) Electrical. The electrical transmission lines and transformers throughout the Project, up to the point at which service leads leave the transformer to provide connections for service of Units and dwellings, to the extent not owned by the local utility company.

(f) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service, to the extent not owned by the local utility company.

(g) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service, to the extent not owned by the local utility company.

(h) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service, to the extent not owned by the local telecommunication cable company or other local utility company or public authority.

(i) Storm Drainage System. The storm water drainage system throughout the Project, including the below-ground and above-ground systems, before and after acceptance of regulatory jurisdiction over the storm water drainage system by the Washtenaw County Drain Commissioner as described in Article VII, Sections 2 and 9 below.

(j) Entrance Areas, Open Areas, and Cul-De-Sac Islands. The entrance areas to the Condominium, boulevards, cul-de-sac islands, and all open areas and parks in the Project, as shown on the Condominium Subdivision Plan.

(k) Sprinkler System. Any sprinkler system(s) installed by the Developer (or any "Successor Developer" as defined in Section 135 of the Act), to serve general common lawn areas shall be General Common Elements to be maintained, repaired and replaced by the Association.

(l) Street Lights. The street lights installed by the Developer within the Project as shown on the Condominium Subdivision Plan shall be General Common Elements to be maintained, repaired and replaced by the Association.

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

Section 2. Limited Common Elements. Limited Common Elements are the areas, if any, depicted on the Plan as Limited Common Elements and are limited to the use of the Co-owners of the Units to which such Limited Common Elements are assigned in the Plan. There are currently no Limited Common Elements in the Condominium, but Developer has reserved the right to create Limited Common Elements in Article IX of this Master Deed.

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

(a) Co-owner Responsibilities.

(i) Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling or related structure shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such Units, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

(ii) Utility Services. All costs of electricity, water and natural gas and any other utility services, except as otherwise specifically provided, shall be borne by the Co-owner of the Unit to which such services are furnished.

(iii) Landscaping. Each Co-owner shall be responsible for the initial installation of landscaping in his Unit and the area, if any, between his Unit and the pavement of any road, public or private; provided that any and all trees required to be installed within the area between Units and the pavement of the adjoining roads by the ordinances of Superior Township shall be installed by the Developer or by an entity upon which the Developer shall have imposed that obligation; it being understood that this provision relates solely to the contractual relationship between the Developer and the Co-owners, and is not intended to relieve the Developer from any of its responsibilities under the Superior Township ordinances. Co-owners shall be responsible for and bear the costs of, maintenance, repair and replacement of all landscaping installed in their respective Units, including lawns. General Common Element landscaping installed by the Developer shall be maintained, repaired and replaced by the Association.

(b) Association Responsibility for Units and Common Elements. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units, except as otherwise provided herein. The Developer, in the initial maintenance budget for the

Association, shall be entitled to determine the nature and extent of any such services to be provided with respect to a Unit and reasonable rules and regulations may be promulgated in connection therewith.

(c) Roads. Prior to their dedication, the roads referred to in Article IV, Section 1(b) above will be maintained (including, without limitation, snow removal), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Association shall not be responsible for the maintenance, repair or replacement of the driveways which serve the Units.

(d) Storm Drainage System. The storm drainage system referred to in Article IV, Section 1(i) above, including any retention basins, shall be maintained, replaced, and repaired by the Association as and when needed to permit the proper functioning of the system in accordance with the standards and requirements of the Washtenaw County Drain Commission.

(e) Sprinkling Systems for Entrance Ways, Open Areas and Cul-De-Sac Islands. The Association shall be responsible for the repair, replacement and maintenance of the sprinkler systems within the entrance ways, open areas and the cul-de-sac islands.

(f) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment (including telecommunication lines and equipment), described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be that water, sanitary sewer, telephone, electric and natural gas mains are installed within reasonable proximity to the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within his Unit. Nothing contained herein shall be deemed to relieve the Developer of any responsibility under the Superior Township ordinances to pay any requisite trunk and transmission fees. Some utilities will be located within land designated as Units and some utilities will be located within the General Common Elements.

ARTICLE V USE OF PREMISES

Each Unit shall only be used for residential purposes. All Residences, Structures and other improvements constructed within the Unit shall comply with the terms, provisions and conditions of this Master Deed and the Condominium Bylaws. No person shall use any 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 Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE VI UNIT DESCRIPTIONS, PERCENTAGES OF VALUE AND CO-OWNER RESPONSIBILITIES

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Brookside as prepared by Seiber, Keast & Associates, Inc., and attached hereto as Exhibit B. Each Unit shall consist of the space located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto. The plans and specifications for the Project have been filed with the Planning Department for the Township of Superior. All dwellings must be constructed within the Units as depicted on Exhibit B, and in accordance with these Condominium Documents.

Section 2. Percentage of Value. The percentage of value assigned to each Unit in Brookside shall be equal. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there were not material differences among the Units insofar as the allocation of percentages of value was concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VII EASEMENTS AND ENCUMBRANCES

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event of any encroachments 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 and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium, including, without limitation, any part of a Unit.

Section 2. Easements and Rights to Dedicate Retained by Developer. Developer (on its behalf and on behalf of its successors or assigns) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention areas, all of which easements shall be for the benefit of the Future Expansion Area described in Article X below, whether or not such Future Expansion Area is hereafter added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successors or assigns. These easements shall run with the land in perpetuity, and shall survive

the six (6) year period for adding the Future Expansion Area to the Condominium. Developer has no financial obligation to support such easements, except that any unit using the roads, if such unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the portion of the road which is used, which share shall be determined pro rata according to the total number of units using such portion of the road.

The Developer further reserves the right at any time during the Development 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 and/or sidewalks in Brookside, 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 Washtenaw 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.

The Developer reserves the right at any time during the Development 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 Washtenaw 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.

Developer reserves the right to and shall dedicate and convey to the Washtenaw County Drain Commissioner (or other applicable governmental entity having jurisdiction thereover) easements for the storm water drainage and detention system installed within the Project as shown on the Condominium Subdivision Plan. All Co-owners and mortgagees of Units and all other persons interested or to become interested in the Project, including the Co-owners and mortgagees of Units traversed by said storm water drainage easements, shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the acceptance of the system or to establish easements for the storm water drainage and detention system.

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 reasonable easements (including dedication of the roadways and/or sidewalks), licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes, as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. 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 or burdened thereby.

Section 4. Association Right to Dedicate Public Rights-of-Way and Act Upon Special Assessment Proceedings. The Association, upon expiration of the Development and Sales Period, acting through its lawfully constituted Board of Directors shall be empowered 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 or sidewalks in Brookside, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Master Deed and to Exhibit "B" hereto, recorded in Washtenaw County Register of Deeds. The Association shall further be empowered, at any time, to execute petitions for and to act on behalf of all Co-owners in any statutory proceedings regarding special assessment improvements of the roadways in the Condominium. 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.

Section 5. Association Easements For Maintenance Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium including without limitation an easement over all Units for maintenance, repair and replacement of lawn sprinkling systems; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit unless otherwise provided herein, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his Unit thereto in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit (including the exteriors of any structures located therein), its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other firm of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the

Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, 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 or federal agency rule. 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 7. Emergency Vehicle Access Easement. There shall exist for the benefit of the Township of Superior or any emergency service agency, an easement over all roads in the Condominium 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, ambulance 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 8. Easement for Storm Water Detention. The Condominium shall have easements over, across and under portions of the Future Expansion Area for purposes of storm water drainage and detention; provided that the Developer shall have the right to establish the limits and locations of such easements subject to such requirements as may reasonably be imposed by the Township of Superior and the Washtenaw County Drain Commissioner.

Section 9. Easement for Storm Water Drainage System. In connection with the development of the Condominium, Developer shall enter into an agreement (the "Section 433 Agreement") with the Washtenaw County Drain Commissioner (the "Drain Commissioner") pursuant to Section 433 of the Drain Code (MCLA § 280.433) for the purpose of establishing the storm water drainage system constructed for the Condominium and the improvements included in that system (including any storm water detention areas) as a county drain. The components of the storm water drainage system to be installed for the Condominium shall be located within the areas depicted upon the Condominium Subdivision Plan and said areas (the "Drainage District Easement Areas") shall be subject to a perpetual and permanent easement (the "Drain Easement") in favor of the Drain Commissioner, the Drainage District established with the execution of the Section 433 Agreement (the "Brookside Drainage District") and the successors, assigns and transferees of the Drain Commissioner and the Brookside Drainage District (the Drain Commissioner and Drainage District being hereinafter referred to in this Section 9 as the "Grantee"). The Drain Easement reserved to Grantee in this Section 9 shall be in, over, under and through the Drainage District Easement Areas depicted in Exhibit B to this Master Deed and may not be amended or revoked

except with the written approval of the Grantee. The aforesaid Drain Easement contains the following terms and conditions and grants the following rights:

(a) The Drain Easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with, any type of drainage facilities or storm drains, in any size, form, shape or capacity.

(b) Grantee shall have the right to sell, assign, transfer or convey this Drain Easement to any other governmental unit.

(c) No Co-owner shall build or convey to others any permission to build any permanent structures on the Drain Easement.

(d) No Co-owner shall build or place on the area covered by the Drain Easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the Drain Easement.

(e) Grantee and its agents, contractors and designated representatives shall have the right of entry on the General Common Elements and Units to the extent required to gain access to the Drain District Easement Areas.

(f) All Co-owners shall be deemed to have released Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the exercise by Grantee of its rights under this Drain Easement, and all Co-owners covenant not to sue Grantee for any such damages.

Section 10. Maintenance of Storm Water Drain System. The storm water drainage improvements installed to serve the Condominium and included in the Brookside Drainage District shall be maintained by the Association in accordance with the Storm Water System Maintenance Plan attached to this Master Deed and incorporated herein as Exhibit "C" (the "Storm Water Drainage System Maintenance Plan"). Throughout the Development and Sales Period, Developer shall have the right to amend the Storm Water Drainage System Maintenance Plan as necessary or convenient to provide for storm water drainage for any portions of the Future Expansion Area that may be added to the Condominium or otherwise developed by the Developer or its successors or assigns. The cost of maintaining the storm water drainage improvements shall be included in the administrative expenses used to determine the amounts to be assessed by the Association pursuant to Article II of the Bylaws. In addition, routine maintenance of the storm water drainage improvements shall be completed by the Association within thirty (30) days of receipt of written notice from the Drain Commissioner that routine maintenance action is required and emergency maintenance of said improvements shall be completed by the Association within thirty-six (36) hours of written notice from the Drain Commissioner that emergency maintenance is required. (The Association shall be required to similarly respond to written notification from any other governmental agency designated by the Drain Commissioner as responsible for supervising the maintenance of the storm drainage improvements included in the Brookside Drainage District.) The Drain Commissioner (or such governmental agency designated by the Drain Commissioner as responsible for supervising the Brookside Drainage District) shall have the right, but not the

obligation, to perform needed maintenance of the storm water drainage improvements included in the Brookside Drainage District if the Association fails to respond to the aforesaid written notices regarding the need for maintenance within the prescribed time limits. The Drain Commissioner or the designated governmental agency shall be entitled to assess the cost of such maintenance against the Association and the individual Co-owners.

Section 11. Natural Area Setbacks from Ponds, Marshes and Surface Waters. Natural area setbacks as shown on the Condominium Subdivision Plan shall be maintained within the areas immediately adjacent to any and all surface waters located within the Condominium and no construction, paving or application of chemicals shall be permitted within these setbacks. Plants capable of filtering storm water shall be maintained within these setback areas by the Association if the setback area is located upon a General Common Element and by the appropriate Co-owner to the extent that the setback area extends into a Unit or appurtenant Limited Common Element. Similar setbacks shall be maintained as shown on the Condominium Subdivision Plan within the areas adjacent to any and all detention ponds, ponds or marshes situated within the Condominium. The setback areas around ponds and marshes, whether located within a Common Element or Unit, shall be preserved in their natural state and no mowing, cutting, lawn care chemical or herbicide applications or planting of non-native species shall be permitted in such areas.

ARTICLE VIII AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements, if any are created, or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. Mortgagee, Mortgagee Insurer and Mortgage Guarantor Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, mortgagee insurers or mortgage guarantors, then such amendments shall require the approval of 66-2/3% of all first mortgagees, insurers of the first mortgagee and guarantors of the first mortgages of record allocating only one vote for each mortgage held. No more than one vote may be cast per first mortgage, regardless of the number of mortgagees, insurers and guarantors having such an interest in the first mortgage.

Section 3. By Developer. Prior to one year after expiration of the Development 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. Except for adjustments required in connection with the establishment of additional Units as provided in Article X below or any reduction in the

number of Units provided for in Articles IX and XI below, 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; thus, any change in such matters shall require unanimity of action of all Co-owners.

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 and mortgagees, allocating one vote for each unit on which a mortgage is held.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

Section 7. Consistency with Township Ordinances and Conditions of Approval. No amendment to this Master Deed may be adopted that conflicts with Superior Township ordinances or conditions of approval of the Condominium Project by the Township or any other governmental entity, including the Washtenaw County Drain Commissioner.

Section 8. Amendment Affecting Drain Easement. The rights granted to the Washtenaw County Drain Commissioner, the Brookside Drainage District, and their successors and assigns, under the Drain Easement reserved in Article VII, Section 9 above may not be amended without the express written consent of the Drain Commissioner and the Drainage District, or their successor or assign. Any purported amendment or modification of the rights granted under the Drain Easement shall be void and without legal effect unless agreed to in writing by the Drain Commissioner and the Drainage District or their successor or assign.

ARTICLE IX CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Modifications to affected Units pursuant to this Article IX shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units 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 sole discretion of the Developer, its successors or assigns.

(b) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries 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 sole discretion of the Developer, its successors or assigns.

(c) Amendment to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. 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.

(d) Township Approval of Modifications. Any modification undertaken pursuant to this Article that causes the relocation of any boundary of a Unit shall comply with all applicable zoning ordinances and shall have no effect unless it has received the prior written approval of the Zoning Inspector of the Township of Superior as required by Section 5.18 of the Superior Charter Township Zoning Ordinance.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article.

ARTICLE X FUTURE EXPANSION OF CONDOMINIUM

The Condominium is established as an expandable Condominium in accordance with the provisions of this Article X.

Section 1. Developer's Right to Expand. Developer (on its behalf and on behalf of its successors or assigns and no other third party, unless assigned in writing by the Developer), reserves the right, but not an obligation, to expand the Condominium. Except as set forth herein, no other person or entity may exercise the right to expand the Condominium.

Section 2. Limited Restrictions on Right to Expand. There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any 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 or its successors or assigns as agent and attorney for the

purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Future Expansion Area described below as a rental development, a separate condominium, or any other form of development. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

Section 3. Expiration of Right to Expand. The Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.

Section 4. Description of Future Expansion Area. The land which may be added to the Condominium is divided into two parcels for identification purposes hereunder. One parcel is included in the property which has received preliminary site plan approval from Superior Township and is designated herein as the "Approved Future Expansion Area", upon which a total of 260 additional units may be created (for a total of 371 units). The second parcel has not received any site plan approval as of the date of this Master Deed, and is designated herein as the "Unapproved Future Expansion Area". Both the Approved Future Expansion Area and the Unapproved Future Expansion area (sometimes collectively referred to herein as the "Future Expansion Area") are situated in Superior Township, Washtenaw County, Michigan, being more specifically described as follows:

Approved Future Expansion Area:

A part of the North ½ of Section 34, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 34, for a Point of Beginning; thence S 01° 45' 52" E, 1811.70 feet, along the East line of said Section 34 and the centerline of Harris Road; thence S 88° 14' 08" W, 540.00 feet; thence S 49° 56' 53" W, 220.00 feet; thence S 40° 03' 01" E, 409.02 feet, to the Northerly right-of-way of MacArthur Boulevard; thence S 46° 32' 15" W, 676.85 feet, along the Northerly right-of-way of said MacArthur Boulevard, to the Northeasterly corner of Lot 561 of "Woodland Acres Sub. No. 7", as recorded in Liber 21 of Plats, on Pages 29 and 30 of Washtenaw County Records; thence N 40° 04' 24" W, 648.18 feet, along the Northerly boundary of said "Woodland Acres Sub. No. 7"; thence N 71° 20' 55" W, 400.99 feet, along the Northerly boundary of said "Woodland Acres Sub. No. 7", to the Northeasterly corner of Lot 755 of "Woodland Acres Sub. No. 9", as recorded in Liber 21 of Plats, on Pages 78, 79 and 80 of Washtenaw County Records; thence N 70° 49' 33" W, 255.00 feet, along the Northerly boundary of said "Woodland Acres Sub. No. 9"; thence N 18° 39' 05" E, 120.31 feet; thence S 71° 20' 55" E, 12.25 feet; thence N 18° 39' 05" E, 186.00 feet; thence N 71° 20' 55" W, 120.00 feet; thence N 41° 50' 04" W, 91.48 feet; thence N 16° 11' 56" W, 240.00 feet; thence N 09° 47' 25" W, 71.16 feet; thence N 35° 01' 05" W, 203.09 feet; thence N 54° 58' 55" E, 59.02 feet; thence N 44° 22' 42" E, 105.92 feet; thence N 09° 06' 39" E, 117.00 feet; thence

N 25° 48' 15" W, 117.00 feet; thence N 17° 18' 54" E, 50.40 feet; thence N 02° 10' 42" W, 120.00 feet; thence N 87° 49' 18" E, 180.00 feet; thence N 02° 10' 42" W, 602.00 feet, to the North line of said Section 34 and the centerline of Geddes Road; thence N 87° 49' 18" E, 1923.20 feet, along the North line of said Section 34 and the centerline of said Geddes Road, to the Point of Beginning. All of the above being subject to the rights of the public in Harris Road and Geddes Road. All of the above containing 100.0214 Acres. All of the above being subject to easements, restrictions, and rights-of-ways of record.

Unapproved Future Expansion Area:

A part of the Northwest 1/4 of Section 34, T2S, R7E, Superior Township, Washtenaw County, Michigan; more particularly described as commencing at the Northwest corner of said Section 34; thence South 02° 24' 36" East, 1950.00 feet, along the West line of said Section 34 and the centerline of Prospect Road, to the Point of Beginning; thence North 87° 35' 24" East, 420.00 feet; thence North 02° 24' 06" West, 700.00 feet; thence North 33° 35' 40" East, 1050.74 feet; thence South 02° 24' 40" East, 350.00 feet; thence North 87° 35' 20" East, 970.74 feet; thence South 23° 09' 51" West, 204.59 feet; thence South 66° 50' 09" East, 50.00 feet, to the Northwest corner of Stamford Drive right-of-way, of "Woodland Acres Sub. No. 11", as recorded in Liber 27 of Plats, on Pages 20, 21, 22 and 23, Washtenaw County Records; thence the following courses along the Northerly boundary of said "Woodland Acres Sub. No. 11", South 23° 09' 51" West, 390.13 feet; and South 33° 36' 52" West, 120.00 feet; and North 56° 23' 08" West, 33.96 feet; and South 33° 36' 52" West, 618.47 feet; and South 25° 11' 27" West, 199.38 feet; and South 53° 47' 02" West, 66.00 feet; and South 79° 04' 52" West, 158.30 feet; and North 78° 50' 12" West, 339.73 feet; and North 81° 35' 58" West, 140.00 feet; and North 85° 05' 04" West, 49.51 feet; and South 05° 25' 33" West, 425.04 feet; and North 88° 13' 49" West, 239.25 feet; and South 87° 34' 50" West, 217.92 feet, to the Northwest corner of Berkshire Drive right-of-way of said "Woodland Acres Sub. No. 11", and a point on the West line of said Section 34 and the centerline of said Prospect Road; thence North 02° 24' 36" West, 463.47 feet, along the West line of said Section 34 and the centerline of said Prospect Road, to the Point of Beginning. All of the above being subject to the rights of the public in Prospect Road. All of the above containing 41.767 Acres. All of the above being subject to easements, restrictions, and rights-of-ways of record.

Section 5. Order of Expansion. The Future Expansion Area may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Future Expansion Area may be added to the Condominium. The Developer reserves the right to create additional restrictions or to revise or eliminate restrictions as to the Future Expansion Area (whether or not added into the Project). No Co-owner shall have any right to require that the restrictions created within the Future Expansion Area be consistent with the restrictions contained in these Condominium Documents.

Section 6. Location of Improvements. There are no restrictions upon the locations of any improvements that may be made on any portions of the Future Expansion Area, and Developer

reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium, and the approved site plan for the Condominium, as the same may be amended.

Section 7. Number of Units; Required Local Approvals. The number of Units which Developer reserves the right to construct, all or in part, upon the Approved Future Expansion Area is up to two hundred and sixty (260) units, for a maximum of up to three hundred and seventy one (371) units in the Project (as defined in Article II of this Master Deed and the Approved Future Expansion Area). The number of Units which Developer reserves the right to construct, all or in part, upon the Unapproved Future Expansion Area is up to one hundred twenty nine (129) units, for a total of up to five hundred (500) Units which may be included in the Condominium. This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the Future Expansion Area, provided that the maximum number of Units stated herein for the whole shall not be exceeded. The Developer currently has an option to purchase the land included in the Unapproved Future Expansion Area, but Developer has not obtained any form of site plan approval for that area as of the date of this Master Deed. The Developer has received preliminary site plan approval for the land included in the Approved Future Expansion Area. The Developer has included the Approved Future Expansion Area and the Unapproved Future Expansion Area as possible areas of expansion that may be added to the Condominium pursuant to this Master Deed, so that any or all of these areas may, in the Developer's sole discretion, be added to the Condominium in conformance with Section 32 of the Act. The Unapproved Future Expansion Area, or any part thereof, shall only be added to the Condominium upon: (a) the Developer's exercise of its option to purchase; and (b) issuance of final site plan approval by Superior Township and the issuance of such other governmental approvals as may be required for the development of all or part of the Unapproved Future Expansion Area as part of the Condominium, including, without limitation, required approvals by the Washtenaw County Drain Commissioner. No part of either the Approved or the Unapproved Future Expansion Area shall be added to the Condominium unless and until Superior Township has issued final site plan approval for the development of the area to be added to the Condominium and any and all governmental approvals have been obtained for the development of such area. No construction shall be undertaken within any part of either the Approved or Unapproved Future Expansion Area until final site plan approval and any and all governmental approvals required for such construction have been obtained. The total maximum number of Units to be established within the Condominium, as it may be expanded pursuant to this Article X, shall be subject to the issuance of required governmental approvals.

Section 8. Residential Use. All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and 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.

Section 9. Compatibility of Structures. The extent to which any structure erected on any portion of the Future Expansion Area added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

Section 10. Unit Type. There are no restrictions as to types of Condominium Units which may be created upon the Future Expansion Area except that such Units must comply with state law, local ordinances and the requirements of building authorities.

Section 11. Limited Common Elements. Developer may create Limited Common Elements upon the Future Expansion Area and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

Section 12. Expansion by Amendment to Master Deed. If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Future Expansion Area and/or improvements to the Condominium. In the alternative, Developer may expand the Condominium by creating one or more separate condominium projects within the Future Expansion Area and then merging all or some of the created projects and this Condominium into an expanded condominium project or projects with the recording of the Consolidating Master Deed described below.

Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred (100%) percent for the entire Condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than one hundred eighty (180) days after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association and to the Superior Township Clerk's office.

ARTICLE XI CONTRACTION OF CONDOMINIUM

Section 1. Dedication of Roads. As of the date this Master Deed is recorded, the Developer intends to dedicate to public use the roads and road rights-of-way shown on the Condominium Plan. Developer therefore unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article II that consists of the Condominium roads and road rights-of-way as the same are shown on the Condominium Plan. At the option of the Developer, within a period ending no later than six (6) years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium roads and road rights-of-way dedicated to public use. This same right to withdraw land from the Condominium shall apply to any portion of the Future Expansion Area that consists of the Condominium roads and road rights-of-way due to its addition to the Condominium pursuant to Article X above.

Section 2. Effecting the Contraction. The withdrawal of land pursuant to this Article XI shall be effected by amendments of the Master Deed as provided herein. There are no restrictions on Developer's right to contract the Condominium as provided in this Article XI except for any

governmental conditions to dedication of the roads and road rights-of-way. No consent from any Co-owner shall be required to contract the Condominium or to dedicate the roads and road rights-of-way to public use. 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 contractions of the Condominium and any amendment or amendments to this Master Deed to effectuate the contractions. 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 rerecording 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 rights-of-way 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.

ARTICLE XII 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, in whole or part, by it to any other entity or entities or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Washtenaw County Register of Deeds.

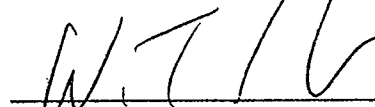
WITNESSES:

THE SELECTIVE GROUP, INC., a Michigan corporation



LISA KNAPKE

By:



William T. Stapleton

Its: President




EDIE L. SCHWARTZ

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 31st day of August, 2000, the foregoing Master Deed was acknowledged before me by WILLIAM T. STAPLETON, President of THE SELECTIVE GROUP, INC., a Michigan corporation, on behalf of the corporation.

EDIE L. SCHWARTZ
Notary Public, Oakland County, MI
My Commission Expires Nov 5, 2003



NOTARY PUBLIC
County of Oakland, State of Michigan
My commission expires: NOV 5 2003

MASTER DEED DRAFTED BY
AND WHEN RECORDED RETURN TO:

Dean J. Gould, Esq.
George W. Day, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
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August 24, 2000