

MASTER DEED

Recorded December 13, 2000, at Liber 32821
Pages 39-131, Wayne County Records
Wayne County Condominium
Subdivision Plan No. 579
Registration No. 200400059

MORGAN CREEK CONDOMINIUMS

MASTER DEED

This Master Deed is made and executed on this 3rd day of October, 2000, by Morgan Creek, L.L.C., a Michigan Limited Liability Company, hereinafter referred to as "Developer", whose address is 29992 Northwestern Highway, Suite A, 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".

WITNESSETH:

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 under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Morgan Creek Condominiums as a Condominium under the Act and does declare that Morgan Creek Condominiums (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Act; and as same may be amended, 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, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Morgan Creek Condominiums, Wayne County Condominium Subdivision Plan No. 579. The architectural plans and specifications for each Unit constructed or to be constructed in the Condominium have been or will be filed with the Township of Canton, Wayne County, Michigan. The Condominium is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, volume and area of each Unit therein, and the approximate location of Units not yet constructed, and the designation of Common Elements as General Common Elements or Limited Common Elements are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto and/or in Article IV of this Master Deed. Each building contains individual Units created for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II

LEGAL DESCRIPTION

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

PART OF THE NW 1/4 OF SECTION 23, T2S, R8E, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 23; THENCE N89°23'53"E 60.00 FEET ALONG THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH) FOR A POINT OF BEGINNING; THENCE N89°23'53"E 108.55 FEET; THENCE S00°29'56"F 158.87 FEET;

THENCE S44°48'02"E 35.00 FEET; THENCE S00°29'56"E 271.98 FEET; THENCE N89°30'04"E 146.72 FEET; THENCE 63.73 FEET ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 96°05'50" AND A CHORD BEARING N41°27'09"E 56.52 FEET; THENCE N06°35'46"W 229.26 FEET; THENCE 61.75 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 17°41'28" AND A CHORD BEARING N02°14'58"E 61.51 FEET TO A POINT OF REVERSE CURVATURE; THENCE 25.55 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 09°45'30" AND A CHORD BEARING N06°12'57"E 25.52 FEET; THENCE N01°20'12"E 99.52 NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE N89°23'53"E 67.04 FEET ALONG THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S01°20'12"W 77.95 FEET; THENCE 78.30 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 29°54'28" AND A CHORD BEARING S16°17'25"E 77.41 FEET; THENCE S31°14'38"W 32.84 FEET; THENCE 33.02 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 37°50'24" AND A CHORD BEARING S12°19'26"W 32.42 FEET; THENCE S06°35'48"E 201.36 FEET; THENCE 103.99 FEET ALONG THE ARC OF A 62.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 96°05'50" AND A CHORD BEARING S41°27'09"W 92.22 FEET; THENCE S89°30'04"W 231.72 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING S44°30'04"W 21.21 FEET; THENCE S89°30'04"W 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF MORTON-TAYLOR ROAD (60 FOOT HALF WIDTH UNIMPROVED); THENCE N00°29'58"W 494.70 FEET ALONG THE EAST RIGHT OF WAY OF MORTON-TAYLOR ROAD (60 FOOT HALF WIDTH UNIMPROVED) TO THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH) AND TO THE POINT OF BEGINNING. CONTAINING 82,489 SQUARE FEET OR 1.8937 ACRES, MORE OR LESS.

SUBJECT TO ALL LAWFUL EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

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, if any, of Morgan Creek Condominium Association of Canton, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Morgan Creek Condominiums 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. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Association. "Association" means Morgan Creek Condominium Association of Canton, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 4. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of Morgan Creek Condominium Association of Canton, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 5. 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 6. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 7. Condominium Documents. "Condominium Documents" wherever used 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 8. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, and the buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging to Morgan Creek Condominiums as described above.

Section 9. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Morgan Creek Condominiums as a Condominium established in conformity with the provisions of the Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 11. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units in the Condominium, together with any applicable warranty period in regard to such Units.

Section 12. Co-owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 13. Developer. "Developer" means Morgan Creek, L.L.C. a Michigan Limited Liability Company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 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 all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held: (a) in the Developer's sole discretion either before or after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily no later than one hundred twenty (120) days after the conveyance of legal or equitable title to nonDeveloper Co-owners of seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 15. Planned Development District. "Planned Development District" or "PDD" means the Agreement for Planned Development District dated August 30, 2000, between the Developer and the Charter Township of Canton which governs the development of Morgan Creek Condominiums as a Condominium, as further discussed in Article X, Section 12 of this Master Deed.

Section 16. 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 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Morgan Creek Condominiums as such space may be described in Exhibit "B" hereto and in Article V, Section 1 below, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Other terms which may be utilized in the Condominium Documents and which are not defined hereinabove shall have the meanings as provided in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where 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.

ARTICLE IV

COMMON ELEMENTS AND REPAIR RESPONSIBILITIES

The Common Elements of the Condominium, described in Exhibit "B" attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

- (a) Land. The land described in Article II hereof, including roads, parking spaces not identified as Limited Common Elements, other common areas, when included as a part of the Condominium, and, until dedicated to the local public authority, the portion of the Condominium designated as proposed Cherry Hill Road right-of-way, including the concrete sidewalk contained therein, as depicted on Exhibit "B" hereto, (subject to the rights of the public, if any, over any portions of rights-of-way). Notwithstanding the foregoing, the Association may, in its discretion, assign General Common Element parking spaces, if any, to individual Co-owners on an equitable basis as may be determined by the Board of Directors, subject to the provisions of Article VI, Section 8 of the Bylaws (Exhibit "A" hereto). Further, the Developer may, in its discretion, assign General Common Element parking spaces to individual Co-owners on an equitable basis as may be determined by the Developer at any time during the Construction and Sales Period.
- (b) Electrical. The electrical transmission system throughout the Condominium, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.
- (c) Telephone. The telephone system throughout the Condominium up to the point of entry to each Unit.
- (d) Gas. The gas distribution system throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

- (e) Water. The water distribution system throughout the Condominium, including that contained within Unit walls, up to the point of connection with the water shut-off valve for and contained in an individual Unit.
- (f) Sanitary Sewer. The sanitary sewer system throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (g) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- (h) Wetlands, Open Space, Forebay and Detention Areas, Water Feature, Benches, Wood Bridge, Headwalls and/or Wood Chip Trail, if any. The wetlands, open space, forebay and detention areas, water feature, benches, wood bridge, headwalls and/or wood chip trail, if any, may become General Common Elements of this Condominium if the Area of Future Development, as depicted on the Condominium Subdivision Plan attached hereto as Exhibit "B", is added to the Condominium in an expansion amendment as further described in Article VI hereinbelow.
- (i) Underground Lawn Irrigation System. The underground lawn irrigation system throughout the Condominium.
- (j) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.
- (k) Storm Sewer System. The storm sewer system throughout the Condominium.
- (l) Foundations and Structural Components. Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, chimneys, ceilings, and floor construction between Unit levels.
- (m) Sprinkler System Control Clocks and Water Shut-Off Valves. The sprinkler system control clocks and water shut-off valves located in various Units throughout the Condominium.
- (n) Entranceway Signage, Berm and Entrance Lighting. The entranceway signage, berm and entrance lighting located in the Condominium near Cherry Hill Road.

- (o) Fire Alarm Panel Control Boxes and Knox Box. The fire alarm panel control boxes located on the buildings at the Condominium and the Knox Box at the Condominium which contains the key(s) to said control boxes.
- (p) Other. Such other elements of the Condominium 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 necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment, the cable television system, and the telecommunications system, if and when constructed, 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, the cable television system, and the telecommunications system, if and when constructed, 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.

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (a) Deck Areas. Each deck area appurtenant to each unit, as depicted on Exhibit "B" hereto, is restricted in use the Co-owner of the Unit which opens onto such limited common element deck area. Upon prior written approval of the Developer during the Construction and Sales Period, and the Association thereafter, a Co-owner may install a wood deck, wood steps and a wood screen privacy fence within the deck area, all of which shall be deemed Limited Common Elements. Any deck, including any steps, shall not exceed twelve feet (12') in length extending outward from the Unit perimeter wall, and shall not exceed ten feet (10') in width across the Unit. Any wood screen privacy fence shall not exceed twelve feet (12') in length. These Limited Common Elements shall also be subject to such rules and regulations as may be promulgated by the Association governing same.
- (b) Garage Doors, Openers, and Exterior Garage Photocell Lights. The garage door, electric garage door opener, if any, and any exterior photocell lights attached to the garage are limited in use to the Co-owner of the Unit to which the garage is appurtenant.

- (c) Driveways and Porches. Each driveway and porch in the Condominium is restricted in use to the Co-owner or Co-owners of the Unit or Units, as the case may be, which services such Unit or Units as depicted on Exhibit "B" hereto.
- (d) Air Conditioner Compressors and Pads. Each air conditioner compressor and pad, if any, located within the Limited Common Element deck area referenced in subparagraph (a) above of this Section 2 shall be limited in use to the Co-owner of the Unit serviced thereby.
- (e) Sump Pumps. Each sump pump shall be limited in use to the Co-owner of the Unit which such sump pump services.
- (f) Windows and Doors. Unit windows and doors shall be limited in use to the Co-owners of the Units which they service.
- (g) Interior Surfaces. The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

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

- (a) Deck Areas. The costs of maintenance, repair and replacement of any wood deck, wood steps and wood screen privacy fence constructed within the Limited Common Element deck area referenced in Article IV, Section 2(a) hereinabove shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant, subject to any maintenance procedures as may be adopted by the Association from time to time in accordance with Article VI, Section 11 of the Bylaws (Exhibit "A" to the Master Deed), including, without limitation, specifications on the type and/or color of the wood and stain utilized thereon. The Association shall be responsible for mowing any unenclosed and unobstructed deck area which consists mainly of lawn.
- (b) Garage Doors and Garage Door Openers. The costs of maintenance, repair and replacement of each garage door referenced in Article IV, Section 2(b) hereinabove shall be borne by the Association. The costs of maintenance, repair and replacement of each electric garage door opener, if any, shall be borne by the Co-owner of the Unit which such garage is appurtenant.

- (c) Exterior Lights. The costs of maintenance, repair and replacement of all General and Limited Common Element exterior lights, referred to in Article IV, Section 1 (j) and in Section 2 (b) hereinabove, located at the Developer's discretion on the outside of the garages and/or Units, shall be borne by the Association; however, the cost of electricity of any such lights shall be borne by the Co-owner of the Unit and/or garage to which the respective light(s) is attached.
- (d) Air Conditioner Compressors and Pads. The costs of maintenance, repair and replacement of each air conditioner compressor and pad referenced in Article IV, Section 2 (d) hereinabove shall be borne by the Co-owner of the Unit which such air conditioner compressor services.
- (e) Windows and Doors. The costs of maintenance, repair and replacement of all Unit windows and doors referenced in Article IV, Section 2(f) hereinabove shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant. The style and color of each door, storm door, window and storm window described herein shall be subject to the prior written approval of the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 3 of the Bylaws (Exhibit "A" hereto).
- (f) Sump Pumps. The costs of operation, maintenance, repair and replacement of each sump pump shall be borne by the Co-owner of the Unit which is serviced by the respective sump pump.
- (g) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referenced in Article IV, Section 2(g) hereinabove shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.
- (h) Wetlands, Open Space, Forebay and Detention Areas, Water Feature, Benches, Wood Bridge, Headwalls and/or Wood Chip Trail, if any. In the event that the wetlands, open space, forebay and detention areas, water feature, benches, wood bridge, headwalls and/or wood chip trail become General Common Elements due to an expansion of this Condominium to include the Area of Future Development, as referenced in Article IV, Section 1(h) hereinabove, the Association will be responsible for the maintenance, repair and replacement of such Common Elements, and, in addition to normal maintenance, repair and replacement, it shall also undertake, without limitation, mowing the lawn and cutting vegetation

throughout and/or up to the water level and, if applicable, in the forebay area.

- (i) Sprinkler System Control Clocks and Water Shut-Off Valves. The costs of operation, maintenance, repair and replacement of the sprinkler system control clocks and water shut-off valves, as referenced in Article IV, Section 1 (m) hereinabove, shall be borne by the Association; however, the costs of electricity shall be borne by the Co-owners of the Units in which such clocks and valves are located. The Co-owners of the Units in which a sprinkler system control clock and/or a water shut-off valve is located shall grant the Association access necessary to inspect same and to perform its responsibilities of maintenance, repair and replacement thereon, as provided in the Bylaws attached hereto as Exhibit "A".
- (j) Concrete Sidewalk in Proposed Cherry Hill Road Right-of-Way. The costs of maintenance, repair and replacement and snow removal from the concrete sidewalk located in the proposed Cherry Hill Road right-of-way, as depicted on Exhibit "B" hereto, shall be borne by the Association unless undertaken by the Township or County.
- (k) Other Common Elements. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.
- (l) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.

Section 4. Fireplaces and Vents. The responsibility for maintenance, repair and replacement of the fireplace, if any, and any attachments thereto is to be borne solely by the Co-owner of the Unit, including the vents which may extend through a Common Element wall and including any Common Elements affected thereby.

Section 5. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in

any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of Morgan Creek Condominiums as surveyed by Fazal Khan & Associates, Inc. and which Plan is attached hereto as Exhibit "B". The architectural plans are on file with the Township of Canton. Each Unit shall include: (1) with respect to each basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of such Unit, all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor (including finished unpainted walls and ceilings and finished floor of the garages), all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. Each Unit which has a gas fireplace shall include the fireplace enclosure and vent attached thereto and extending therefrom, including the vent extending through the Common Element wall. Notwithstanding anything hereinabove to the contrary, although within the boundaries of a Unit for purposes of computation of square footage in the Condominium Subdivision Plan, the Co-owner of a Unit shall not own or tamper with any structural components contributing to the support of the building in which such Unit is located, including but not limited to support columns, nor any pipes, wires, conduits, ducts, shafts or public utility lines situated within such Unit which service the Common Elements or a Unit or Units in addition to the Unit where located. Easements for the existence, maintenance and repair of all such structural components shall exist for the benefit of the Association. The dimensions shown on basement and foundation plans in Exhibit "B" have been or will be physically measured by Fazal Khan & Associates, Inc. In the event that the dimensions on the measured foundation plan of any specific Unit differs from the dimensions on the typical foundation plan for such Unit shown in Exhibit "B", then the typical floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. Percentages of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value, and concluding that there are not material differences among the Units meriting a variation in the allocation of percentages of value. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds

and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is one hundred (100%) percent.

Section 3. Modification of Units and Common Elements by Developer. The size, location, nature, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B", as same may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns 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.

Section 4. Relocation of Boundaries of Adjoining Units by Co-owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of these Units. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendment shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units 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 amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment 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. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs for the preparation and recording thereof.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Morgan Creek Condominiums and consisting of seven (7) Units is intended to be the first phase of an expandable Condominium under the Act which may contain units in its entirety eighty-eight (88) Units. Additional Units, if any, and wetlands, head walls, detention area, water feature, forebay area, wood chip trail, benches and a bridge may be constructed upon all or some portion or portions of the following described land:

DESCRIPTION OF PROPERTY NORTH RESIDUAL

PART OF THE NW 1/4 OF SECTION 23, T2S, R8E, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 23; THENCE N89°23'53"E 168.55 FEET ALONG THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH) FOR A POINT OF BEGINNING; THENCE S00°29'56"E 158.87 FEET; THENCE S44°48'02"E 35.00 FEET; THENCE S00°29'56"E 271.98 FEET; THENCE N89°30'04"E 146.72 FEET; THENCE 63.73 FEET ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 96°05'50" AND A CHORD BEARING N41°27'09"E 56.52 FEET; THENCE N06°35'46"W 229.26 FEET; THENCE 61.75 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 17°41'28" AND A CHORD BEARING N02°14'58"E 61.51 FEET TO A POINT OF REVERSE CURVATURE; THENCE 25.55 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 09°45'30" AND A CHORD BEARING N06°12'57"E 25.52 FEET; THENCE N01°20'12"E 99.52 FEET TO THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S89°23'53"W 193.72 FEET ALONG THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH) AND TO THE POINT OF BEGINNING. CONTAINING 81,596 SQUARE FEET OR 1.8732 ACRES, MORE OR LESS. SUBJECT TO ALL LAWFUL EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD AND ALL GOVERNMENTAL LIMITATIONS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC AND ABUTTING RIPARIAN OWNERS IN STREAM RUNNING THROUGH AREA OF FUTURE DEVELOPMENT.

DESCRIPTION OF PROPERTY SOUTH RESIDUAL

PART OF NW 1/4 OF SECTION 23, T2S, R8E, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 23; THENCE N89°23'53"E 60.00 FEET ALONG THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S00°29'56"E 494.70 FEET ALONG THE PROPOSED EAST RIGHT OF WAY OF MORTON-TAYLOR ROAD (60 FOOT HALF WIDTH UNIMPROVED) FOR A POINT OF BEGINNING; THENCE CONTINUING S00°29'56"E 2149.81 FEET ALONG THE EAST RIGHT OF WAY OF MORTON-TAYLOR ROAD (60 FOOT HALF WIDTH UNIMPROVED) TO THE E-W 1/4 LINE OF SECTION 23; THENCE N89°36'53"E 689.34 FEET ALONG THE E-W 1/4 LINE OF SECTION 23; THENCE N06°35'46"W 2661.79 FEET TO THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S89°23'53"W 37.34 FEET ALONG THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S01°20'12"W 77.95 FEET; THENCE 78.30 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 29°54'26" AND A CHORD BEARING S16°17'25"W 77.41 FEET; THENCE S31°14'38"W 32.84 FEET; THENCE 33.02 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 37°50'24" AND A CHORD BEARING S12°19'26"W 32.42 FEET; THENCE S06°35'46"E 201.36 FEET; THENCE 103.99 FEET ALONG THE ARC OF A 62.00 FOOT RADIUS

CURVE TO THE RIGHT, A CENTRAL ANGLE OF 96°05'50" AND A CHORD BEARING S41°27'09"W 92.22 FEET; THENCE S89°30'04"W 231.72 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING S44°30'04"W 21.21 FEET; THENCE S89°30'04"W 33.00 FEET TO THE PROPOSED EAST RIGHT OF WAY OF MORTON-TAYLOR ROAD (60 FOOT HALF WIDTH UNIMPROVED) AND TO THE POINT OF BEGINNING. CONTAINING 1,285,769 SQUARE FEET OR 29.5172 ACRES, MORE OR LESS. SUBJECT TO ALL LAWFUL EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD AND ALL GOVERNMENTAL LIMITATIONS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC AND ABUTTING RIPARIAN OWNERS IN STREAM RUNNING THROUGH AREA OF FUTURE DEVELOPMENT.

(hereinafter referred to as "Area of Future Development").

Section 2. Increase in Number of Units and Addition of Common Elements. Any other provisions of this Master Deed notwithstanding, the number of Units and the Common Elements in the Condominium may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the Area of Future Development and the construction of residential Units and/or Common Elements thereon. This period may be extended with the prior approval of sixty-six and two-thirds (66-2/3%) of all Co-owners eligible to vote. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units and Common Elements as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the Township of Canton. The percentage of land to be devoted to additional residential Units will be the maximum permitted by the Township of Canton. One-hundred percent (100%) of all additional Unit areas will be devoted to residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate Developer to enlarge the Condominium beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said Area of Future Development as a rental development, a separate Condominium Project (or Projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium all or any portion of the Area of Future Development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of seven (7) Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. In future recorded amendments to this Master Deed, however, the Developer may elect to include additional Units and Common Elements which may be later removed from the Condominium. In any such event, Developer reserves the right to withdraw from the Project any Units, together with the land area on which they are proposed, which will be described and depicted as "need not be built" on the Condominium Subdivision Plan, hereinafter referred to as "Contractible Area". Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of additional Units hereinafter included in this Condominium Project may, at the option of the Developer or its successors or assigns, from time to time, within a period no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment by withdrawing any portion, or all, of the Contractible Area from the Condominium, but in no event shall the total number of Units be less than seven (7). This period may be extended with the prior approval of sixty-six and two-thirds (66-2/3%) of all Co-owners eligible to vote. There are no restrictions on the election of the Developer to contract the size of the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to withdraw portions of the Contractible Area from the Condominium in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land as may be hereinafter described in any amendment to this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE VIII

CONVERTIBLE AREA

Section 1. Convertible Area. The Developer intends to construct the Units in the Condominium as indicated on the Condominium Subdivision Plan (Exhibit "B" hereto). However, the Developer hereby reserves the right to convert the General Common Element areas immediately adjacent to the Units and/or immediately adjacent to the Limited Common

Elements as the need arises in order to make reasonable changes to Unit types and sizes, Limited Common Element sizes, to locate and relocate driveways, and to increase or decrease the immediately adjacent common area sizes accordingly. The Developer further hereby reserves the right to create additional General and/or Limited Common Elements within any portion of the Condominium and/or to designate those Common Elements therein which may be subsequently assigned as General or Limited Common Elements, as the case may be.

Section 2. Time Period in Which to Exercise Option to Convert. The Developer's option to convert certain areas of the Condominium as provided in Section 1 above shall expire six (6) years from the date of recording of this Master Deed and may be exercised at one time or at different times within said six (6) year period as the Developer, in its sole discretion, may elect. This period may be extended with the prior approval of sixty-six and two-thirds (66-2/3%) of all Co-owners eligible to vote.

Section 3. No Additional Units to be Created in Convertible Area. No additional Units shall be added to the Condominium as a result of the exercise of the Developer's option to convert the Condominium reserved in Section 1 above, since the Developer's right to convert the Condominium is limited solely to the right to reasonably alter types, sizes, and boundaries of the Units and the common areas and/or to create additional Common Elements as provided in Section 1 above.

ARTICLE IX

OPERATIVE PROVISIONS

Any expansion, contraction or conversion in the Project pursuant to Articles VI, VII, or VIII above shall be governed by the provisions as set forth below:

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of this Condominium Project 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 the Developer or its successors and assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustment in the 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 method of original determination of percentages of value for the Condominium.

Section 2. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added, withdrawn or converted in Morgan Creek Condominiums by such amendment pursuant to Articles VI, VII, or VIII above. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of said Articles, including, but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for the parcel or parcels of the Area of Future Development or the Contractible Area withdrawn from the Condominium, and to provide access to any Unit that is located on, or planned for said parcel or parcels of the Area of Future Development or the Contractible Area from the roadways located in the Condominium.

Section 3. Consolidating Master Deed. If the Condominium Project is expanded, as provided in Article VI hereinabove, a Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium 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, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. Consent of Interested Persons. All of the Co-owners and mortgagees of Units 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 amendment or amendments to this Master Deed to effectuate the purposes of Articles VI, VII, or VIII above and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns 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 the entire Master Deed or the Exhibits hereto and may incorporate by reference the entire Master Deed or the Exhibits hereto and any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X

EASEMENTS, RESTRICTIONS AND AGREEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of a building, or due to survey errors, or construction

deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easement Retained by Developer Over Roads and Other Common Elements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII above, an easement for the unrestricted use of all roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI, of the land withdrawn from the Condominium from time to time as reserved in Article VII hereinabove, and which lies outside of this Condominium. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article X, Section 2 shall be shared by this Condominium and any developed portions of the land described in Article VI, including any land that may be withdrawn from time to time as reserved in Article VII above, and whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed Units in the land described in Article VI, including any land that may be withdrawn from time to time as reserved in Article VII above, which lies outside this Condominium and whose closest means of access to a public road is over such road.

The Developer reserves the right at any time during the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way or transfer of title of such width as may be required by the local public authority over any or all of the roadways in Morgan Creek Condominiums shown as General Common Elements in the Condominium Subdivision Plan, including the portion of the General Common Elements designated as proposed right-of-way of Cherry Hill Road, and the concrete sidewalk contained therein. Any such right-of-way dedication 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 the Condominium Subdivision Plan hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium 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 or transfer of title. This right of dedication or transfer of title in no way whatsoever obligates the Developer to construct or install the roads in a manner suitable for acceptance of such dedication by the local public authority.

Section 3. Easement Retained by Developer to Tap Into Utilities and for Surface Drainage. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI, including any land that may be withdrawn from time to time as reserved in Article VII above, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains, and the Area of Future Development detention and forebay areas if added to the Condominium, located on the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, and storm and sanitary sewer mains. In the event that the Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges the utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains and said detention and forebay areas described in this Article X, Section 3 shall be shared by this Condominium and any developed portions of the land described in Article VI, including any land that may be withdrawn from time to time as reserved in Article VII above, which are served by such utility mains and said detention and forebay areas. The Co-owners of this Condominium shall be responsible, from time to time, for payment of a proportionate share of said expenses, which share shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all completed Units on the land described in Article VI, including any land that may be withdrawn from time to time as reserved in Article VII above, which are serviced by such utility mains and said detention and forebay areas; provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to the utility mains and said detention and forebay areas and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located in the Condominium and by the owner or owners, or any association of owners, as the case may be, of the land described in Article VI, including any land that may be withdrawn from time to time as reserved in Article VII above, upon which are located the Units which such lead or leads service. Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade in any portion of the Condominium Premises in order to preserve and/or facilitate surface drainage in a portion or all of the land described in Article VI, including any land that may be withdrawn from time to time as reserved in Article VII above. The Developer, its successors and assigns, shall bear all costs of such modifications. Any such modification to the landscaping and/or grade in the Condominium Premises under the provisions of this Article X, Section 3, shall not impair the surface drainage in this Condominium.

Section 4. Dedication and Reservation of Right to Grant Easements for Storm Sewer System and Utilities. The Developer reserves the right at any time during the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate the storm sewer system and/or utilities and to grant easements for the storm sewer system and/or utilities over,

under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the storm sewer system and/or utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Wayne County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 5. Huston County Drain. The Area of Future Development of this Condominium Project is traversed by the Huston County Drain, is subject to the rights of the public and abutting riparian owners, and may be further subject to any easement rights for access for inspection, maintenance, repair and replacement of the Huston County Drain, as may be required from time to time, by agents and representatives of the Huston County Drainage District, the County of Wayne, its employees, agents and assigns.

Section 6. Truesdell Drainage Easement. A portion of the Area of Future Development of this Condominium Project is contained within the Truesdell Drain Modification Easement and is subject to such easement rights attributable thereto, including, without limitation, a right of access to the Township of Canton for constructing, operating and maintaining a storm sewer and equipment therefor in the Truesdell Drainage Easement, as set forth in the Drainage Easement recorded in Liber 18902, pages 808-812, inclusive, as re-recorded in Liber 18960, pages 145-149, inclusive, Wayne County Records, and as depicted on the Condominium Subdivision Plan attached to this Master Deed as Exhibit "B."

Section 7. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 8. Association and Developer 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. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves, sump pumps

and other Common Elements located within any Unit or its appurtenant Limited Common Elements. 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 form 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 installment of the annual assessment next falling due; further, the lien for nonpayment 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 and foreclosure of the lien securing payment.

Section 9. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility 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, video text, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by any Telecommunications or any 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 within the meaning of the Act and shall be paid over to and shall be the property of the Developer during the Construction and Sales Period and, thereafter, the Association.

Section 10. Sharing of Expenses. For purposes of this Article X, the calculation of any fraction for the sharing of pertinent expenses according to the number of Units in this Condominium and the Units in the land described in Article VI, including any land that may be withdrawn from time to time as reserved in Article VII above, shall include only those Units for which a certificate of occupancy has been issued by the Township.

Section 11. Proposed Conservation Easement. If the Condominium is expanded to include the Area of Future Development described in Article VI hereinabove, the Condominium Project, all Condominium Units, the Co-owners and the Condominium Association shall be benefitted and burdened by a Conservation Easement covering the property located south of

the Huston Drain consisting of approximately 19.46 acres, which has been or will be entered into between the Developer and the Michigan Department of Environmental Quality (DEQ) and recorded in the Wayne County Records, and which will attach to the title of the land and be binding upon and inure to the benefit of the Developer, the Condominium Association, the Co-owners of the Units, the DEQ and their respective heirs, successors and assigns. The purpose of the Conservation Easement is to insure protection of said lands and to provide the DEQ with the right to enforce the Conservation Easement covenants and in the Conservation Easement.

Section 12. Agreement for Planned Development District. The Condominium Project is governed by the terms and conditions of the Agreement for Planned Development District dated August 30, 2000, entered into between the Developer and the Charter Township of Canton, which has been or will be recorded in the Wayne County Records (hereinafter "PDD"). The PDD governs various aspects of the development and construction of Morgan Creek Condominiums and sets forth ongoing restrictions and covenants which will continue to attach to and bind the Condominium Project including, without limitation, that the open space shall be used for wetland, storm water retention, recreation and open space purposes, only, and that no permanent structures or improvements shall be installed or constructed within the open space areas without the prior approval of the Township. It is anticipated that the PDD will be assigned by the Developer to the Condominium Association after the expiration of the Construction and Sales Period; however, should the Developer decide, in its sole discretion, to assign the PDD to the Condominium Association at any time prior to or after the expiration of the Construction and Sales Period, it shall be entitled to do so, which shall be deemed accepted by the Association upon such assignment without the necessity of any writing, act or acknowledgment. The PDD expires six (6) years from the date of final approval of the Approved Planned Development Plan by the Canton Township Board of Trustees.

ARTICLE XI

AMENDMENT

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

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

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially 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 mortgagees of record, allowing one (1) vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the Construction and Sales Period described in Article III, Section 11 above, 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 Condominium, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or of the State of Michigan.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws.

Section 5. Termination, Vacation, Revocation and Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (during the Construction and Sales Period) together with eighty percent (80%) of the non-Developer Co-owners and as otherwise allowed by law.

Section 6. Developer Approval. During the Construction and Sales Period, Article V, Article VI, Article VII, Article VIII, Article IX, Article X and this Article XI shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the Bylaws attached hereto as Exhibit "A", nor the Subdivision Plan attached hereto as Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE XII

ASSIGNMENT AND COMPLIANCE

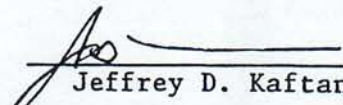
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Wayne County Register of Deeds. In the event that any provision of this Master Deed conflicts with any provision of the Bylaws and Condominium Subdivision Plan, the provisions of the Master Deed shall govern.

WITNESSES:

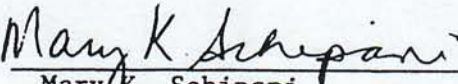
MORGAN CREEK, L.L.C.
a Michigan Limited Liability Company,

By: Curtis-Kaftan, L.L.C.
a Michigan Limited Liability Company,
Its: Sole Member

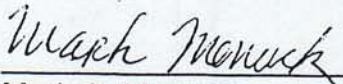
By: Morgan Creek Management, Inc.
a Michigan Corporation
Its: Managing Member



Jeffrey D. Kaftan



Mary K. Schipani

By: 

Mark A. Menuck
Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 3rd day of October, 2000, the foregoing Master Deed was acknowledged before me by Mark A. Menuck, Vice President of Morgan Creek Management, Inc., a Michigan Corporation, on behalf of said Corporation.

Mary K. Schipani

MARY K. SCHIPANI, Notary Public
Notary Public, Oakland County, MI
My Commission Expires 12-18-2002

My Commission Expires: _____

Master Deed Drafted by:
When Recorded Return to:
ROBERT M. MEISNER, ESQ.
MEISNER & ASSOCIATES, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506
(248) 644-4433

MARY K. SCHIPANI
Notary Public, Oakland County, MI
My Commission Expires 12-18-2002

RMM/MKMB/PAD-/server/MorganCreek/MASTERDEED 19.29.00

Recorded August 1, 2001, at Liber 34203,
Pages 531-553, Wayne County Records.
Wayne County Condominium
Subdivision Plan No. 579.
Registration No. 201313730

201 AUG -1 P4:17

MORGAN CREEK CONDOMINIUMS

FIRST AMENDMENT TO MASTER DEED

On this 31st day of July, 2001, Morgan Creek, L.L.C., a Michigan Limited Liability Company, Developer of Morgan Creek Condominiums, whose address is 29992 Northwestern Highway, Suite A, Farmington Hills, Michigan 48334, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 32821, Pages 39-131, inclusive, Wayne County Records, and known as Morgan Creek Condominiums, Wayne County Condominium Subdivision Plan No. 579, hereby amends the Master Deed of Morgan Creek Condominiums, pursuant to the authority reserved in Article VI and Article IX, Section 1, of said Master Deed, for the purpose of enlarging the Condominium from seven (7) Units to forty-four (44) Units, by the addition of land as described in part 1 below, and for the purpose of withdrawing that portion of the Condominium Premises which is within the dedicated right-of-way of Cherry Hill Road pursuant to a Quit Claim Deed recorded February 9, 2001, in Liber 33214, page 173, Wayne County Records. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium by this Amendment is more particularly described as follows:

PARCEL I:

PART OF THE NW 1/4 OF SECTION 23, T2S, R8E, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 23; THENCE N89°23'53"E 60.00 FEET ALONG THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S00°29'56"E 60.00 FEET TO THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE N89°23'53"E 367.40 FEET ALONG THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH) FOR A POINT OF BEGINNING; THENCE CONTINUING N89°23'53"E 45.68 FEET ALONG THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S06°35'46"E 643.03 FEET; THENCE S83°24'14"W 54.70 FEET; THENCE S38°24'18"W 24.00 FEET; THENCE 63.15 FEET ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 38°54'12" AND A CHORD BEARING N71°02'49"W 61.94 FEET; THENCE S89°30'04"W 305.50 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING S44°30'04"W 21.21 FEET; THENCE S89°30'04"W 33.00 FEET TO THE PROPOSED EAST RIGHT OF WAY LINE OF MORTON-TAYLOR ROAD (60 FOOT HALF WIDTH UNIMPROVED); THENCE N00°29'56"W 222.80 FEET ALONG THE PROPOSED EAST RIGHT OF WAY OF MORTON-TAYLOR ROAD (60 FOOT HALF WIDTH UNIMPROVED); THENCE N89°30'04"E 33.00 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N44°30'04"E 21.21 FEET; THENCE N89°30'04"E 231.72 FEET; THENCE 103.99 FEET ALONG THE ARC

OF A 62.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 96°05'50" AND A CHORD BEARING N41°27'09"E 92.22 FEET; THENCE N06°35'46"W 201.36 FEET; THENCE 33.02 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 37°50'24" AND A CHORD BEARING N12°19'26"E 32.42 FEET; THENCE N31°14'38"E 32.84 FEET; THENCE 78.30 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 29°54'26" AND A CHORD BEARING N16°17'25"E 77.41 FEET; THENCE N01°20'12"E 17.91 FEET TO THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH) AND TO THE POINT OF BEGINNING. CONTAINING 146710 SQUARE FEET OR 3.3680 ACRES, MORE OR LESS.

PARCEL II:

PART OF THE NW1/4 OF SECTION 23, T2S, R8E, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 23; THENCE N89°23'53"E 60.00 FEET ALONG THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S00°29'56"E 60.00 FEET TO THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE N89°23'53"E 108.56 FEET ALONG THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH) FOR A POINT OF BEGINNING; THENCE S00°29'56"E 98.87 FEET; THENCE S44°48'02"E 35.00 FEET; THENCE S00°29'56"E 271.98 FEET; THENCE N89°30'04"E 146.72 FEET; THENCE 63.73 FEET ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 96°05'50" AND A CHORD BEARING N41°27'09"E 56.52 FEET; THENCE N06°35'46"W 229.26 FEET; THENCE 61.75 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 17°41'28" AND A CHORD BEARING N02°14'58"E 61.51 FEET TO A POINT OF REVERSE CURVATURE; THENCE 25.55 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 09°45'30" AND A CHORD BEARING N06°12'57"E 25.52 FEET; THENCE N01°20'12"E 39.48 FEET TO THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S89°23'53"W 191.80 FEET ALONG THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH) AND TO THE POINT OF BEGINNING. CONTAINING 70031 SQUARE FEET OR 1.6077 ACRES, MORE OR LESS. THE COMBINED AREA IS 216741 SQUARE FEET OR 4.9757 ACRES, MORE OR LESS.

BEING SUBJECT TO ALL LAWFUL EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

2. The land which is being withdrawn from this Condominium by this Amendment for the purpose of withdrawing that portion of the Condominium Premises which is within the dedicated right-of-way of Cherry Hill Road pursuant to a Quit Claim Deed recorded February 9, 2001, in Liber 33214, page 173, Wayne County Records, is more particularly described as follows:

PARCEL III:

PART OF THE NW1/4 OF SECTION 23, T2S, R8E, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SAID SECTION 23, FOR A POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID SECTION LINE AND THE CENTERLINE OF CHERRY HILL ROAD, N89°23'53"E 466.66 FEET; THENCE S06°35'46"E 60.33 FEET; THENCE S89°23'53"W 473.07 FEET; THENCE ALONG THE WEST LINE OF SAID SECTION 23, N00°29'56"W 60.00 FEET TO THE POINT OF BEGINNING EXCEPT THE WEST 60.00 FEET, THEREOF, CONTAINING 24592 SQUARE FEET OR 0.5646 ACRES, MORE OR LESS.

3. First Amended Article II of said Master Deed of Morgan Creek Condominiums, as set forth below, shall, upon recordation in the Office of the Wayne County Register of

Deeds of this Amendment, replace and supersede Article II the Master Deed, as amended, and the previously recorded Article II shall be of no further force or effect.

FIRST AMENDED ARTICLE II OF THE MASTER DEED
OF MORGAN CREEK CONDOMINIUMS

ARTICLE II
LEGAL DESCRIPTION

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

CURRENT DEVELOPMENT AREA:

PART OF THE NW1/4 OF SECTION 23, T2S, R8E, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 23; THENCE N89°23'53"E 60.00 FEET ALONG THE NORTH SECTION LINE AND CENTERLINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S00°29'56"E 60.00 FEET TO THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH) FOR A POINT OF BEGINNING; THENCE N89°23'53"E 413.08 FEET ALONG THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH); THENCE S06°35'46"E 643.03 FEET; THENCE S83°24'14"W 54.70 FEET; THENCE S38°24'18"W 24.00 FEET; THENCE 63.15 FEET ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 38°54'12" AND A CHORD BEARING N71°02'49"W 61.94 FEET; THENCE S89°30'04"W 305.50 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING S44°30'04"W 21.21 FEET; THENCE S89°30'04"W 33.00 FEET TO THE PROPOSED EAST RIGHT OF WAY LINE OF MORTON-TAYLOR ROAD (60 FOOT HALF WIDTH UNIMPROVED); THENCE N00°29'56"W 657.50 FEET ALONG THE PROPOSED EAST RIGHT OF WAY OF MORTON-TAYLOR ROAD (60 FOOT HALF WIDTH UNIMPROVED) TO THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH) AND TO THE POINT OF BEGINNING. CONTAINING 288694 SQUARE FEET OR 6.6275 ACRES, MORE OR LESS.

SUBJECT TO ALL LAWFUL EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD AND GOVERNMENTAL LIMITATIONS

4. First Amended Article V, Section 3 of said Master Deed of Morgan Creek Condominiums, as set forth below, shall, upon recordation in the Office of the Wayne County Register of Deeds of this Amendment, replace and supersede Article V, Section 3 the Master Deed, as amended, and the previously recorded Article V, Section 3 shall be of no further force or effect.

FIRST AMENDED ARTICLE V, SECTION 3 OF THE MASTER DEED
OF MORGAN CREEK CONDOMINIUMS

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

* * *

Section 3. Modification of Units and Common Elements by Developer. The size,

location, nature, style, type, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B", as same may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns 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.

5. Sheets 1, 2, 3, 4, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of the Condominium Subdivision Plan of Morgan Creek Condominiums, as attached hereto, shall, upon recordation in the office of the Wayne County Register of Deeds of this Amendment, replace and supersede originally recorded Sheets 1, 2, 3, 4, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of the Condominium Subdivision Plan of Morgan Creek Condominiums, and the aforescribed originally recorded Sheets shall be of no further force or effect.

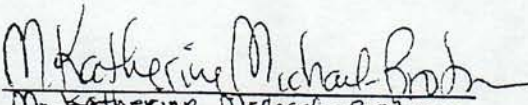
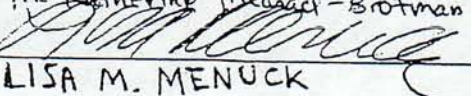
In all other respects, other than as hereinabove indicated, the initial Master Deed of Morgan Creek Condominiums, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

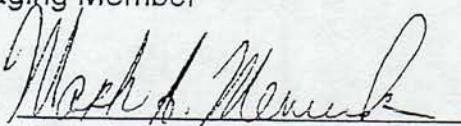
WITNESSES:

MORGAN CREEK, L.L.C.
a Michigan Limited Liability Company,

By: Curtis-Kaftan, L.L.C.
a Michigan Limited Liability Company,
Its: Sole Member

By: Morgan Creek Management, Inc.
a Michigan Corporation
Its: Managing Member


Katherine Michael Brothman

LISA M. MENUCK

By: 
Mark A. Menuck
Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 31st day of July, 2001, the foregoing First Amendment to Master Deed was acknowledged before me by Mark A. Menuck, Vice President of Morgan Creek Management, Inc., a Michigan Corporation, on behalf of said Corporation.

M. Katherine Michael-Brotman, Notary Public
M. Katherine Michael-Brotman County, Michigan
My Commission Expires: 11-06-04

First Amendment to Master Deed
Drafted by and when Recorded Return to:
ROBERT M. MEISNER, ESQ.
MEISNER & ASSOCIATES, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506
(248) 644-4433

RMM/MKMB:server\MorganCreek\1st Amend.MasterDd 7.30.01

SURVEYOR'S CERTIFICATE

I, ROBERT L. HOGGINS, A PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE ACCOMPANYING FLOODPLAIN MAP, REPRESENTING A FLOODPLAIN MAP NO. 378, AS SHOWN ON RECORDED MAP NO. 21870, HAS BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE FLOODPLAIN MAP NO. 378, AS SHOWN ON RECORDED MAP NO. 21870, IS A TRUE AND CORRECT REPRESENTATION OF THE FLOODPLAIN MAP NO. 378, AS SHOWN ON RECORDED MAP NO. 21870, AND THAT THE FLOODPLAIN MAP NO. 378, AS SHOWN ON RECORDED MAP NO. 21870, IS A TRUE AND CORRECT REPRESENTATION OF THE FLOODPLAIN MAP NO. 378, AS SHOWN ON RECORDED MAP NO. 21870.

DATE 07-24-01



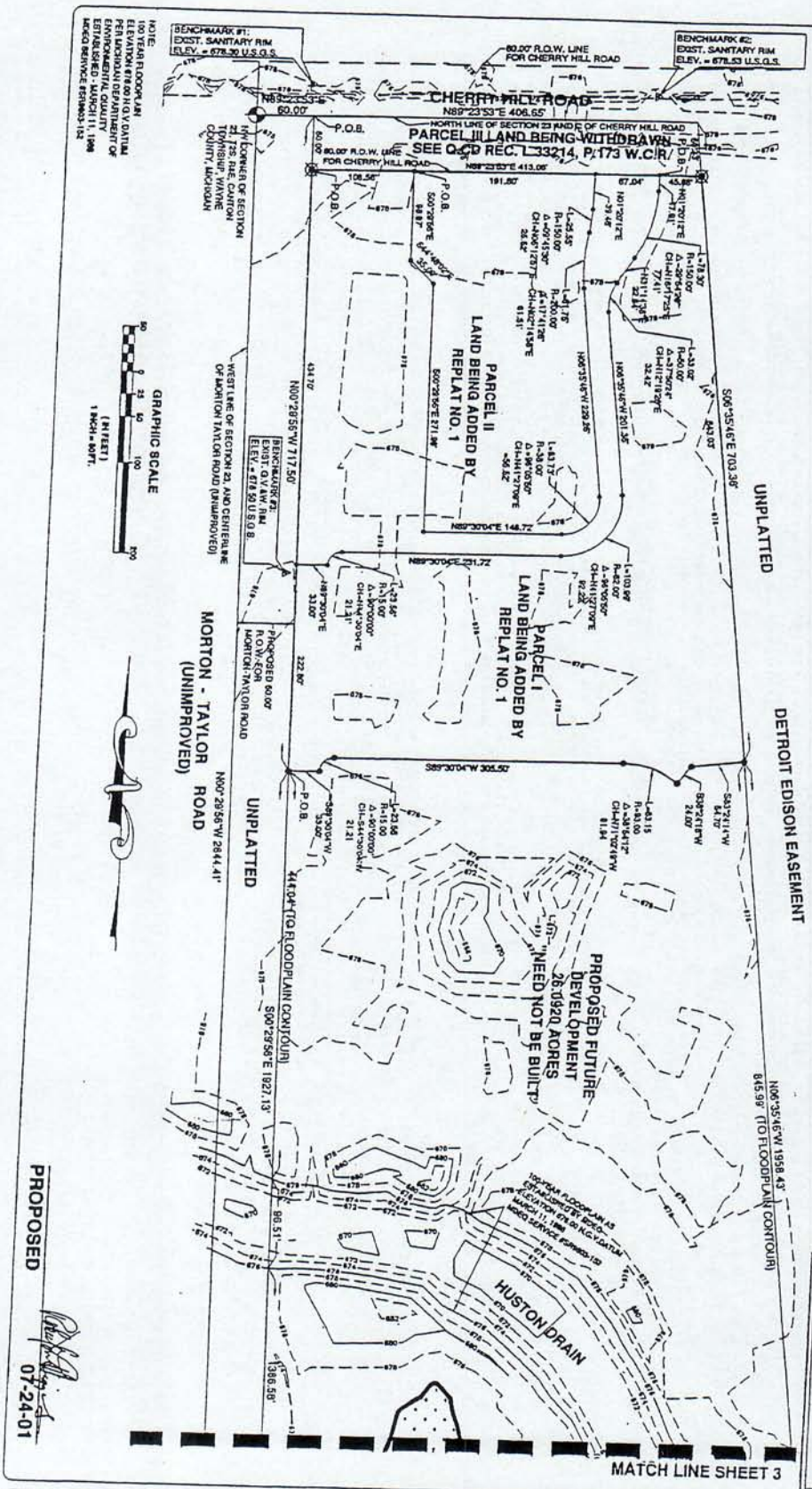
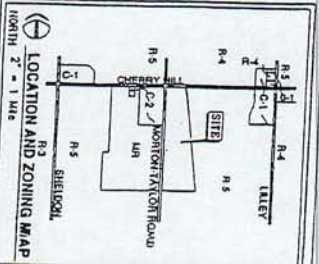
ROBERT L. HOGGINS, P.E.
PROFESSIONAL SURVEYOR
FLOODPLAIN MAP NO. 378
4215 OLIVER AVE., SUITE 200
CANTON TOWNSHIP, MICHIGAN 48106
BEHOLD DATA CONSULTANTS, P.C.
15000 CHERRY HILL ROAD, SUITE 100
CANTON TOWNSHIP, MICHIGAN 48106
AS RECORDED IN BOOK 15 OF PLATS, PAGES 71, 73 AND 74, WAYNE COUNTY RECORDS.

BENCHMARKS

1. EXISTING SANITARY MANHOLE RIM ON THE NORTH SIDE OF CHERRY HILL ROAD, 3472 WEST OF THE PROPOSED ENTRANCE OF CHERRY HILL ROAD, ELEVATION - 678.50 U.S. DATUM
2. EXISTING SANITARY MANHOLE RIM ON THE NORTH SIDE OF CHERRY HILL ROAD, 321 WEST OF THE PROPOSED ENTRANCE OF CHERRY HILL ROAD, ELEVATION - 678.50 U.S. DATUM
3. EXISTING WATER MAIN GATE VALVE AND WELL RIM LOCATION 451 SOUTH OF THE CENTERLINE OF CHERRY HILL ROAD AND ELEVATION - 678.50 U.S. DATUM

LEGEND

- 600' CONTOUR LINE
- P.O.B. POINT OF BEGINNING
- SECTION CORNER ROUND
- CONCRETE MONUMENT SET CORNER AND ENCLOSED WITH 4" DIAMETER CONCRETE COLUMNS
- MAJOR BOUNDARY MONUMENT
- BENCHMARK



PROPOSED 07-24-01

NOTE: THE ASTERISK (*) AS SHOWN IN THE INDEX OF THE DRAWINGS INDICATES NEW OR AMENDED SHEETS WHICH ARE REVISED DATED 05-14-01. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

ENGINEERS & SURVEYORS
FAZAL KHAN & ASSOCIATES, INC.
42815 GARFIELD ROAD, SUITE 200
CLINTON TOWNSHIP, MI. 48038
(810) 412-6611

MORGAN CREEK L.L.C.
29992 NORTHWESTERN HIGHWAY
SUITE A
FARMINGTON HILLS, MI 48334
(248) 737-3380

PART OF THE NW1/4 OF SECTION 23, T2S, R9E, CANTON TOWNSHIP, WYOMING COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 23, THENCE S60°07'28.65" E 60.00 FEET ALONG THE NORTH SOUTHEAST LINE AND CENTRAL LINE OF CHERRY HILL ROAD (60 FOOT HALF WIDTH), THENCE S00°07'28.65" E 60.00 FEET TO THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH), THENCE S44°48'02.3" E 106.50 FEET ALONG THE SOUTH RIGHT OF WAY OF CHERRY HILL ROAD (60 FOOT HALF WIDTH), THENCE S80°07'28.65" E 121.180 FEET TO A POINT OF BEGINNING, THENCE S00°07'28.65" E 88.87 FEET, THENCE S44°48'02.3" E 106.50 FEET, THENCE S80°07'28.65" E 121.180 FEET, THENCE N89°30'04" E 116.72 FEET, THENCE S63°33' FEET ALONG THE ARC OF A 39.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 96°05'59", AND A CHORD BEARING S200°00'00" E 200.00 FEET, THENCE N45°33'28" E 86.52 FEET, THENCE N65°33'28" E 229.28 FEET, THENCE S1°17'41" E 17.41 FEET, THENCE S1°17'41" E 17.41 FEET, THENCE S61°58' E 61.51 FEET TO A POINT OF REVERSE CURVATURE, THENCE S25°55' FEET ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 171°41'28", AND A CHORD BEARING S200°00'00" E 200.00 FEET, THENCE N45°33'28" E 86.52 FEET, THENCE N65°33'28" E 229.28 FEET, THENCE S1°17'41" E 17.41 FEET, THENCE S61°58' E 61.51 FEET TO A POINT OF REVERSE CURVATURE, THENCE S25°55' FEET ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 171°41'28", AND A CHORD BEARING S200°00'00" E 200.00 FEET, THENCE N45°33'28" E 86.52 FEET, THENCE N65°33'28" E 229.28 FEET, THENCE S1°17'41" E 17.41 FEET, THENCE S61°58' E 61.51 FEET TO A POINT OF BEGINNING, CONTAINING 700.31 SQUARE FEET OR 1.6077 ACRES, MORE OR LESS. THE COMBINED AREA IS 2.16741 SQUARE FEET OR 4.9377 ACRES, MORE OR LESS.

DESCRIPTION OF PARCEL NO. III, LAND BEING WITHDRAWN BY REPT. AT NO. 1 AS PROVIDED IN STATE OF ARIZONA

PART OF THE NW1/4 OF SECTION 23, T2S, R9E, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SAID SECTION 23, FOR A POINT OF BEGINNING, THENCE ALONG THE NORTHERLY LINE OF SAID SECTION LINE AND THE CENTERLINE OF CHERRY HILL ROAD, N89°23'32"E 466.00 FEET; THENCE S89°33'43"W 319.00 FEET; THENCE ALONG THE WEST LINE OF SAID SECTION 23, N00°29'56"W 60.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 60.00 FEET, THEREOF, CONTAINING 45492 SQUARE FEET (OR 0.9646 ACRES), MORE OR LESS.

[illegible]

PART OF THE NW1/4 OF SECTION 23, T2S, 18E, CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 23, THENCE N89°23'13"E 60.00 FEET ALONG THE NORTH SECTION LINE AND CENTRALITY OF CHERRY HILL ROAD (60.00 FOOT HALF-WIDTH) THENCE S80°29'56"E THENCE E 8° 17'55" FEET ALONG THE PROPOSED EAST RIGHT-OF-WAY OF HORNBACH-LAYOR ROAD (60.00 FOOT HALF-WIDTH UNIMPROVED), THENCE CONTINUING S50°29'56"E 1922.13 FEET ALONG THE PROPOSED EAST RIGHT-OF-WAY OF HORNBACH-LAYOR ROAD (60.00 FOOT HALF-WIDTH UNIMPROVED) TO THE E-W/4 LINE, THENCE S41°18'17"E 24.67 FEET TO THE E-W/4 LINE OF SECTION 23, THENCE N66°35'49"W 1958.43 FEET, THENCE S83°24'14"W 61.70 FEET, THENCE S89°35'43"E 66.9 FEET ALONG THE E-W/4 LINE OF SECTION 23, A CENTRAL ANGLE OF 36°54'12" AND A CHORD BEARING N17°02'49"W 81.94 FEET, THENCE E 63°15 FEET ALONG THE ARC OF A 83.00 FOOT RADIUS CURVE BEING 101.70 FEET, TO THE LEFT, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING S41°30'04"W 21.21 FEET, THENCE S89°30'00"E 52.00 FEET TO THE PROPOSED EAST RIGHT-OF-WAY OF HORNBACH-LAYOR ROAD (60.00 FOOT HALF-WIDTH UNIMPROVED), AND TO THE POINT OF BEGINNING. CONTAINING 1135557 SQUARE FEET OR 26.09620 ACRES, MORE OR LESS, SUBJECT TO ALL LOWER EASEMENTS, ENCUMBRANCES AND INTERESTS HEREON RECORDED.

PROPOSED 07-24-01
ROBERT L. HIGGINS P.S. 21570

13. ROBERT L. HOGAN, A PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBSTANTIAL INFORMATION AS TO WHYNE COUNTY CONDOMINIUMS ACTUALLY OCCUPYED THE LANDS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE PHOTODUPLICATION OF CERTAIN RECORDS REQUIRED UNDER ACT 130 AND ACT 131, BOTH AS AMENDED, AND THAT THE INFORMATION WAS OBTAINED FROM THE REQUIRED DOCUMENTS AND RECORDS SHOWN ON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE PHOTODUPLICATION OF THE RECORDS SHOWN ON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE SURVEY WAS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 14 OF ACT 130 OR 131, AS AMENDED, AND THAT THE BALANCES AS SHOWN, ARE NOTED ON SURVEY PLANS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 14 OF ACT 130 OR 131 OF THE PUBLIC ACTS, 1978, AS AMENDED.



1. EXISTING BATTERY JUNKHOLE ON THE NORTH SIDE OF CHERRY HILL ROAD, 307' WEST OF THE PROPOSED ENTRANCE TO CENTENNIAL CANYON DRIVE.
ELEVATION = 678.20 U.S.G.S. DATUM.
2. EXISTING BATTERY JUNKHOLE ON THE NORTH SIDE OF CHERRY HILL ROAD, 32 1/2' EAST OF THE PROPOSED ENTRANCE TO CENTENNIAL CANYON DRIVE.
ELEVATION = 678.52 U.S.G.S. DATUM.
3. EXISTING WATER MAIN GATE VALVE AND WELL PUMP LOCATION 600' EAST OF THE CENTENNIAL SIDE OF CHERRY HILL ROAD AND 45' EAST OF THE CENTENNIAL SIDE OF MONITOR TANK ROAD.
ELEVATION = 678.50 U.S.G.S. DATUM.

UNPLATTED DETROIT ENGINE

1106.35467W 1958.43
1014.17

OF

LEGEND

— 300 —	CONFIDENTIAL LINE
P.O. B.	POINT OF BEGINNING
	WETLAND LIMITS
	SECTION CORNER FOUND
	CONCRETE MONUMENT SET (CONSISTING OF A 1/2 QUARTER STEEL ROD, 3/4 CORROSION P.I.A. 4" DIAMETER CONCRETE CUBES)
•	LINEAR BOUNDARY MONUMENT
A	BRICK/BLANK

LOCATION AND ZONING MAP

North Arrow

R-1

R-2

R-3

R-4

R-5

TREATMENT PLANT

TILET

SITING

SHELTER

NO DEVELOPMENT
WETLAND MITIGATION - OPEN SPACE
(FUTURE DEVELOPMENT AREA
NEED NOT BE BUILT)

MOHION - TAYLOR ROAD
(UNIMPROVED)

PROPOSED

07-24-01

NOTE:
100 YEAR FLOODPLAIN
ELEVATION 816.00 H.G. V. DRAIN
PER WACROUW DEPARTMENT OF
ENVIRONMENTAL QUALITY
ESTABLISHED - MARCH 11, 1988
MODE SERVICE #819603-152

GRAPHIC SCALE
25 50 100 200
(IN FEET)
1 INCH = 50 FT.

3

**SURVEY &
FLOODPLAIN PLAN**

**FAZAL KHAN
AND ASSOCIATES, INC.**
www.fazal.com
1-800-368-5858

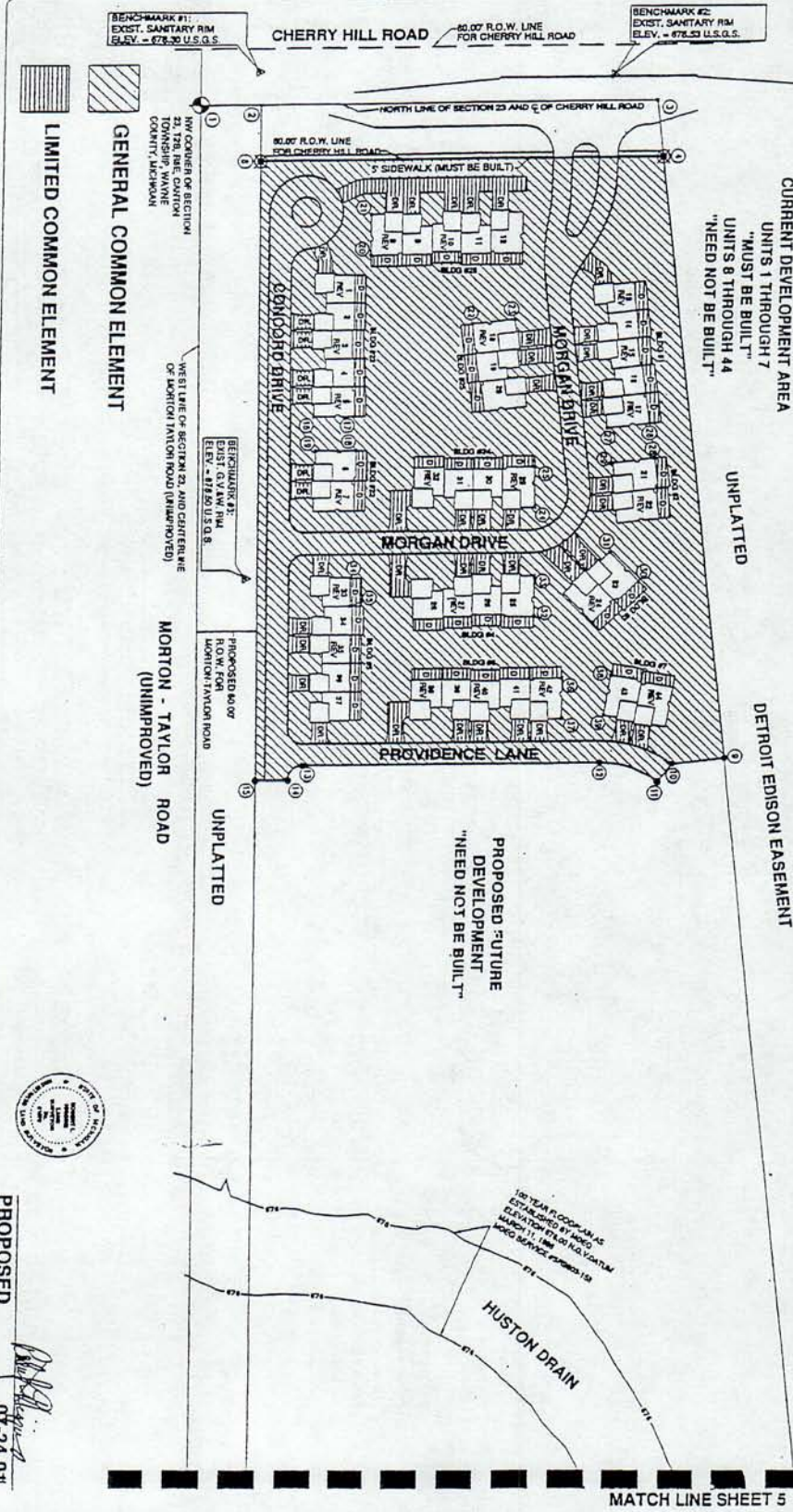
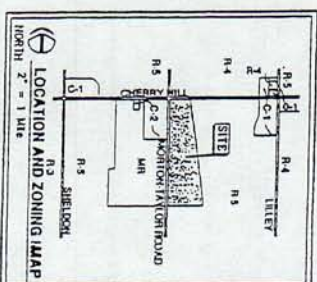
**MORGAN CREEK
CONDOMINIUMS**
CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

[illegible]

NOTE:
100 YEAR FLOODPLAIN
ELEVATION 871.00 HIGHER THAN
FLOODPLAIN DEPARTMENT OF
TRANSPORTATION - MARCH 11, 1984
MUSKOGEE COUNTY, MISSISSIPPI

SCHEDULE OF COORDINATE POINTS

POINT	COORD.	COORD.	DESCRIPTION
1	8248.82	8422.47	MONUMENT
2	8248.82	8422.47	MONUMENT
3	8248.82	8422.47	MONUMENT
4	8248.82	8422.47	MONUMENT
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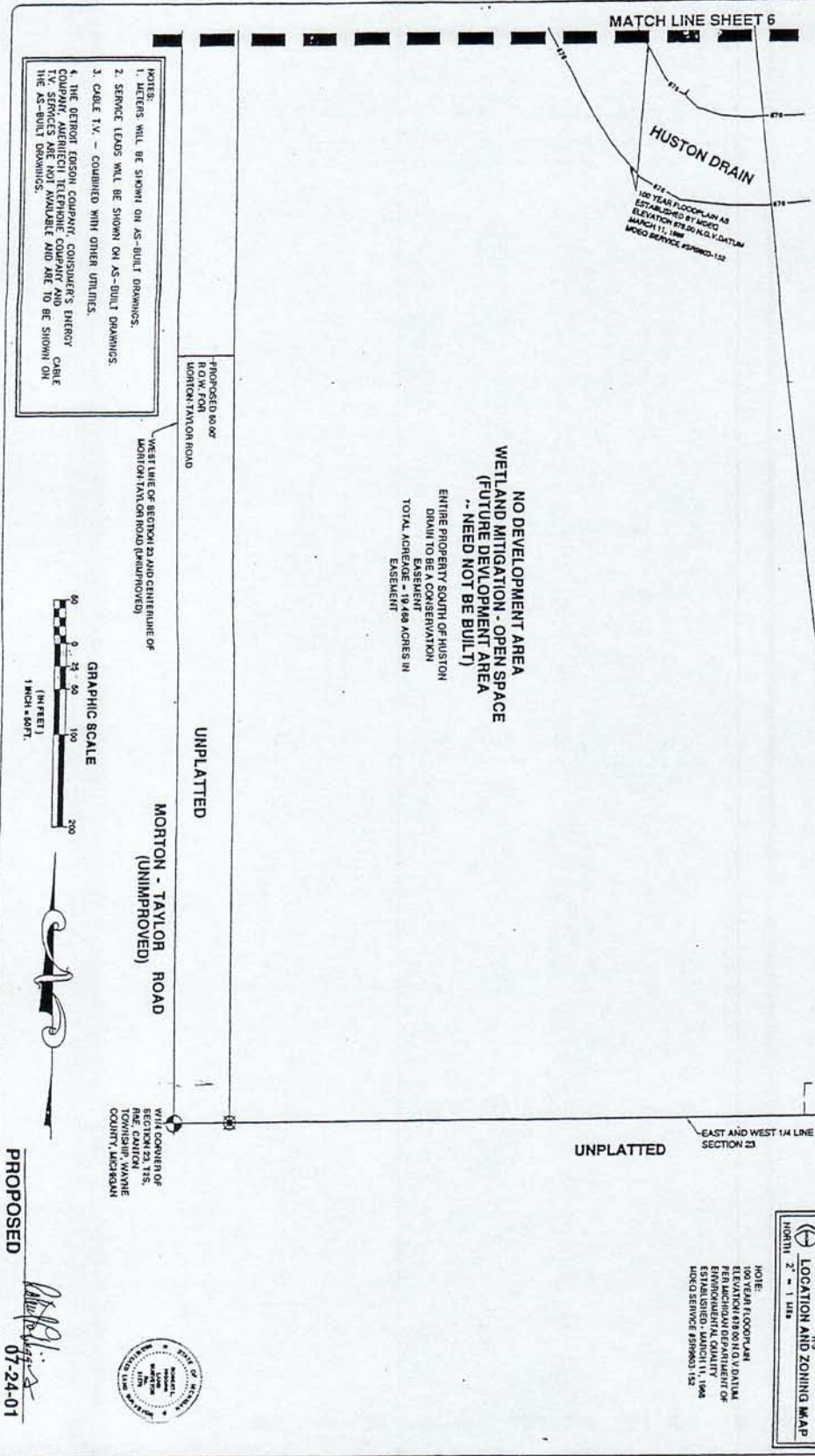
PROPOSED
07-24-01



① GAS VALVE & VALVE
 ② WATERPUMP, imp., GAS VALVE, 100000 GALLONS & VALVE
 ③ STEAM, ELECTROVALVE & BURNER
 ④ STEAM ENGINE, ELECTROVALVE & BURNER
 ⑤ GAS VALVE
 ⑥ WATER (NO BURNING PART)
 ⑦ WATER PUMP (2 GAS & 3 WATER)
 ⑧ GAS SECTION
 ⑨ HEADPIPE

UTILITY	SOURCE OF LOCATION
GAS	MICHIGAN
ELECTRICAL	DETROIT Edison COMPANY
TELEPHONE	AMERITECH
WATER/HEAT/COOLING	DETROIT Edison COMPANY
SOURTAIN BEVER	FRANKLIN'S ASSOCIATES, INC.
STORM SEWER	DATED JUNE 16, 2009
CABLE TV.	MIKROPHONE

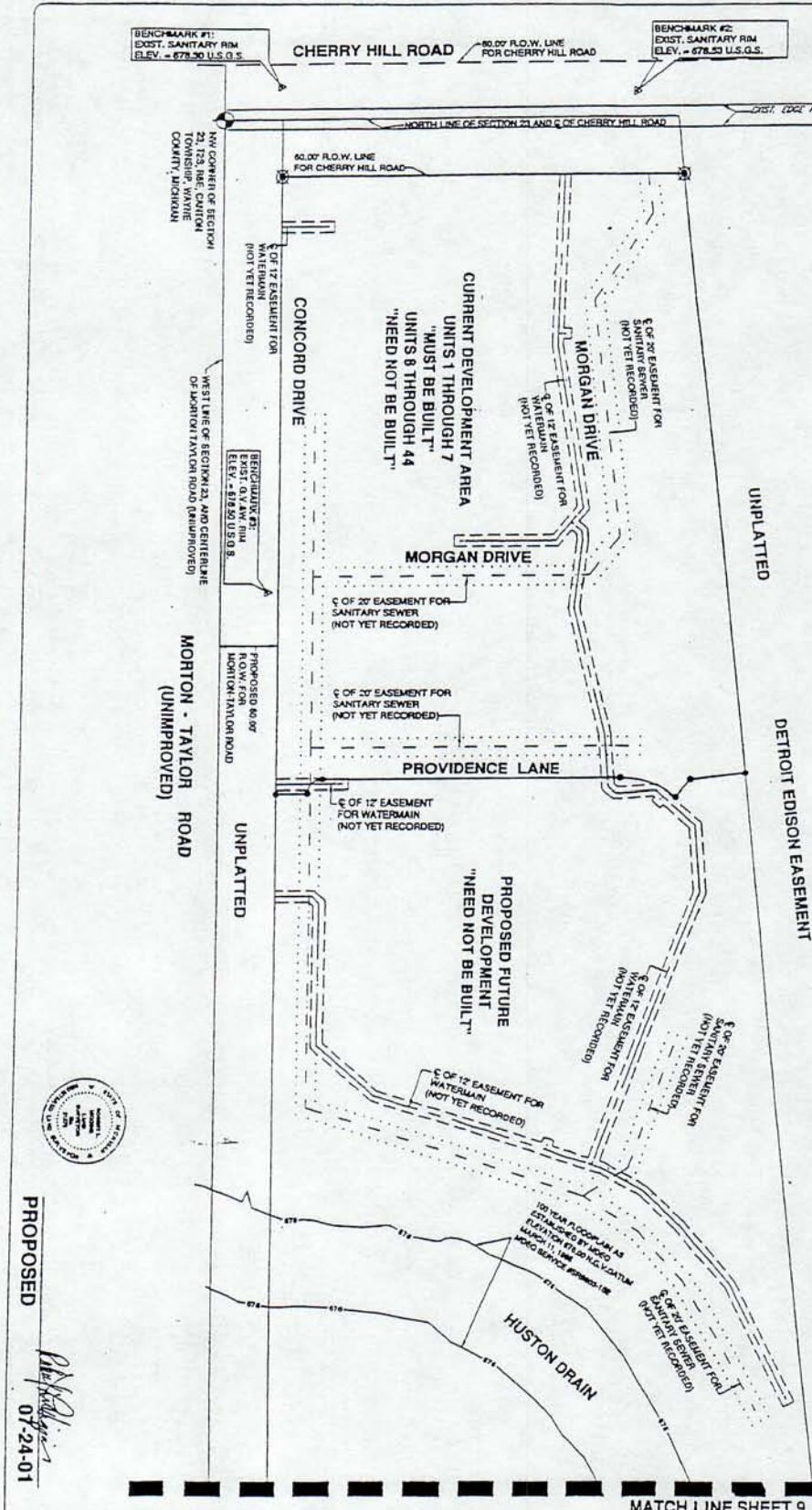
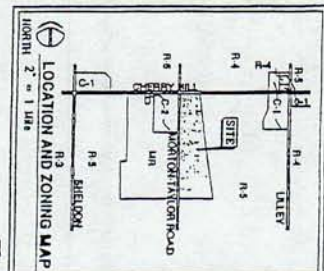
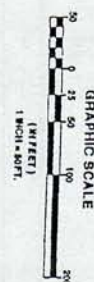
NOTE:
100 YEAR FLOODPLAIN
ELEVATION: 678.00 H.G. V. DATA
PER ILLINOIS DEPARTMENT OF
ENVIRONMENTAL QUALITY
ESTABLISHED, MARCH 11, 1968
MDEQ SERVICE #5PH903-152



PROPOSED *Amended*
07-24-01

.....	SANITARY EQUIPMENT
-----	WATERPLUMBING EQUIPMENT
-----	BATHING EQUIPMENT CENTRIFUGAL
-----	WATERPLUMBING EQUIPMENT CENTRIFUGAL

NOTE:
100 YEAR FLOODPLAIN
ELEVATION 676.00 N.G.V DATUM
PER MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY
ESTABLISHED - MARCH 11, 1988
MDEQ SERVICE #519803-152



PROPOSED 07-24-01

LEGEND

.....	SANITARY EASEMENT
----	WATERMAIN EASEMENT
----	SANITARY EASEMENT CENTERLINE
----	WATERMAIN EASEMENT CENTERLINE

NOTE:
100 YEAR FLOODPLAIN
ELEVATION 818.00 M.G.V. DATUM
ENVIRONMENTAL QUALITY
ESTABLISHED - MARCH 11, 1988
MDEO SERVICE #518603-152

HUSTON DRAIN
845.99'
88.27'
100 YEAR FLOODPLAIN AS
ESTABLISHED BY MDEO
MARCH 11, 1988
MDEO SERVICE #518603-152

UNPLATTED DETROIT EDISON EASEMENT

106°35'46"W 1559.43'
1014.17'

100°23'49"W 2554.31'
NORTH AND SOUTH 1/4
LINE OF SECTION 23 AND
THE CENTERLINE OF
LILLEY ROAD
STORM SEWER
P. 18902, P. 189
L. 18960, P. 145

N1/4 CORNER OF
SECTION 23, T2S,
R1E, CANTON
TOWNSHIP, WAYNE
COUNTY, MICHIGAN

CENTER OF
SECTION 22,
T2S, R1E,
CANTON
TOWNSHIP,
WAYNE
COUNTY,
MICHIGAN

EAST AND WEST 1/4 LINE OF
SECTION 23

UNPLATTED

NO DEVELOPMENT AREA
WETLAND MITIGATION - OPEN SPACE
(FUTURE DEVELOPMENT AREA
- NEED NOT BE BUILT)
ENTIRE PROPERTY SOUTH OF HUSTON
DRAIN TO BE A CONSERVATION
EASEMENT
TOTAL ACRES - 19.469 ACRES IN
EASEMENT

1385.58'
PROPOSED 60.00'
R.O.W. FOR
MORTON-TAYLOR ROAD

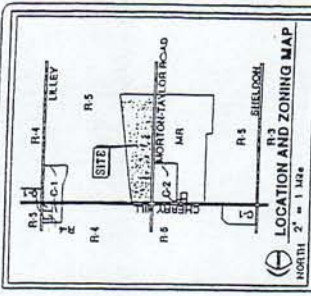
S00°29'55"E 1927.13'

UNPLATTED

MORTON - TAYLOR ROAD
(UNIMPROVED)

100°29'55"W 2844.41'
WEST LINE OF SECTION 29 AND CENTERLINE OF
MORTON-TAYLOR ROAD (UNIMPROVED)

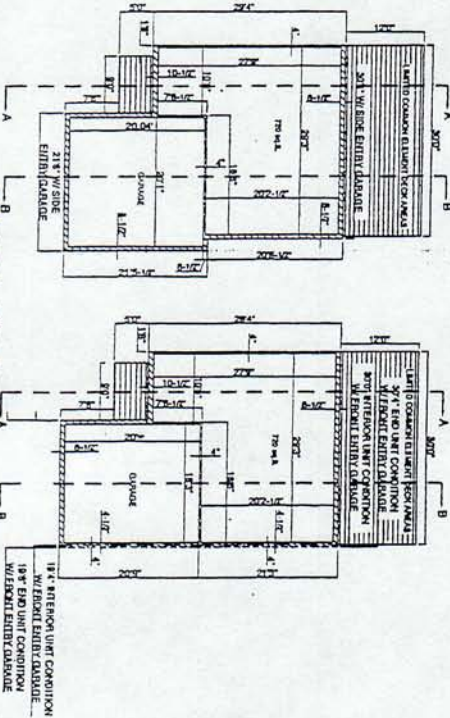
W1/4 CORNER OF
SECTION 23, T2S,
R1E, CANTON
TOWNSHIP, WAYNE
COUNTY, MICHIGAN



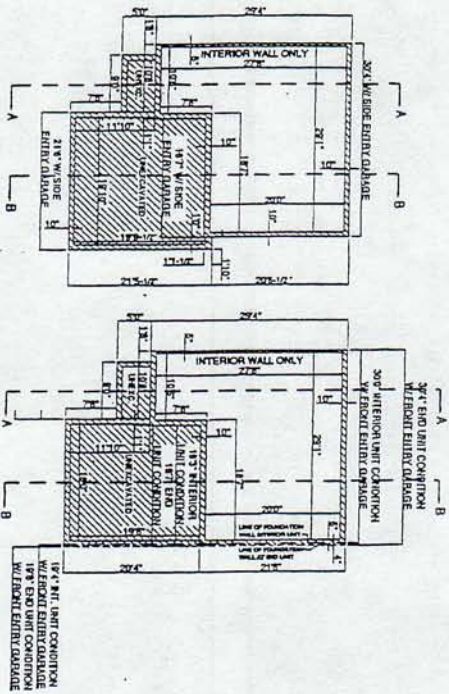
MATCH LINE SHEET 8

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF UNIT OWNERSHIP

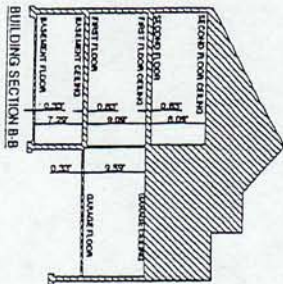
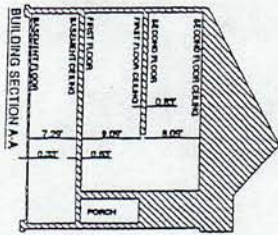
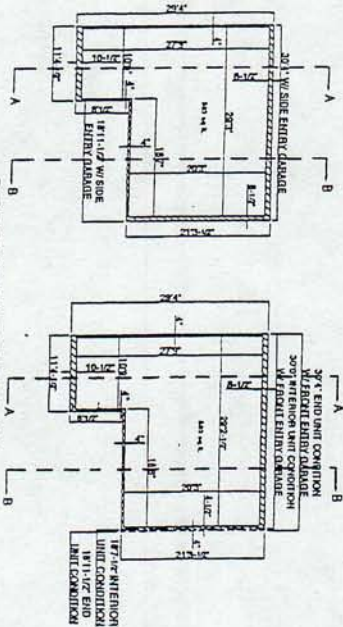
FIRST FLOOR PLAN



FOUNDATION PLAN

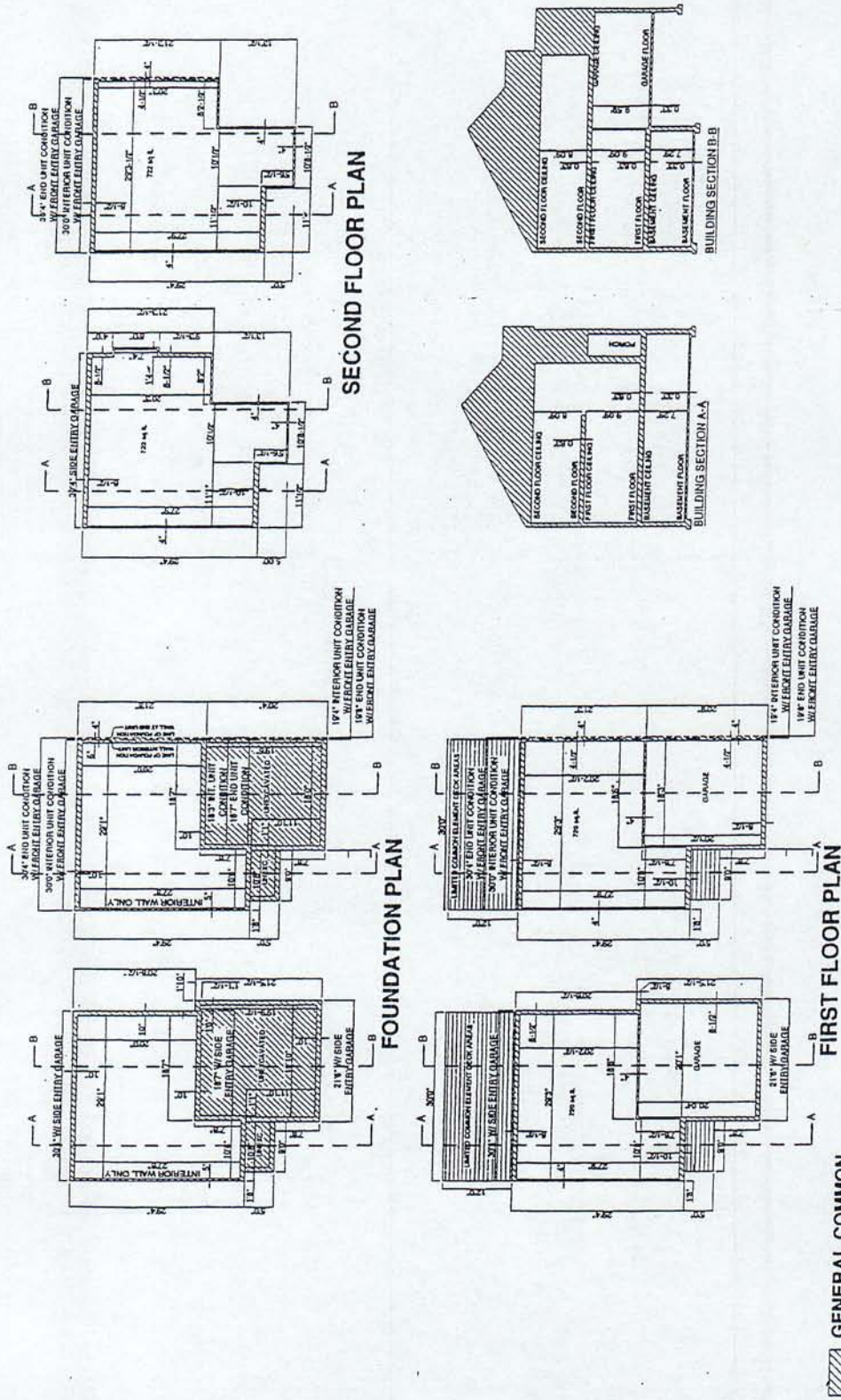


SECOND FLOOR PLAN



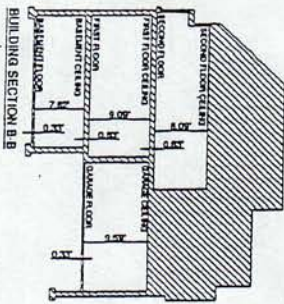
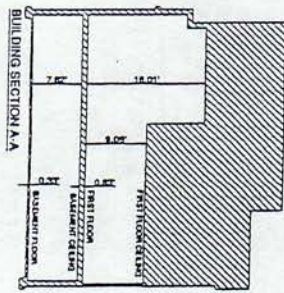
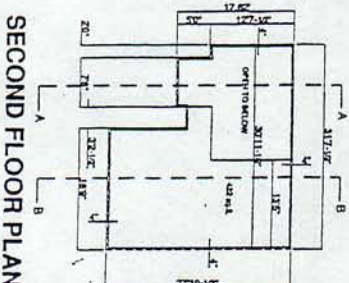
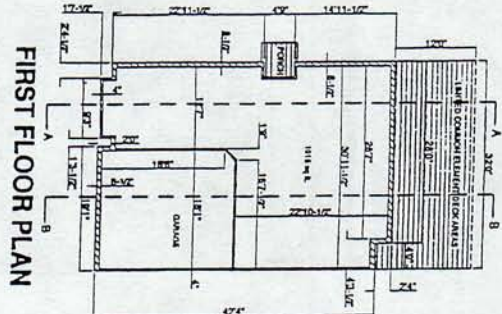
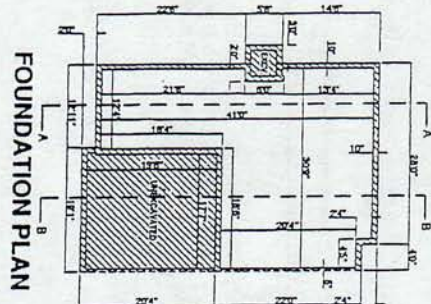
PROPOSED

[Signature]
07-24-01



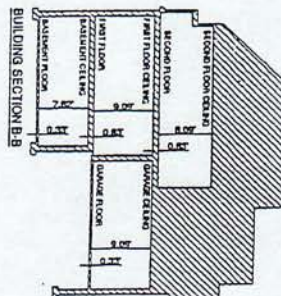
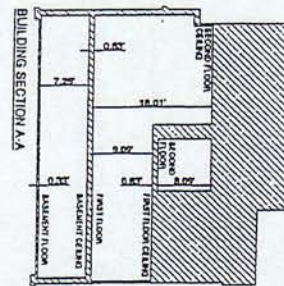
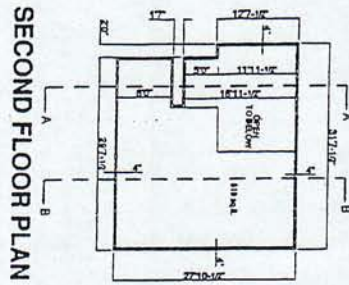
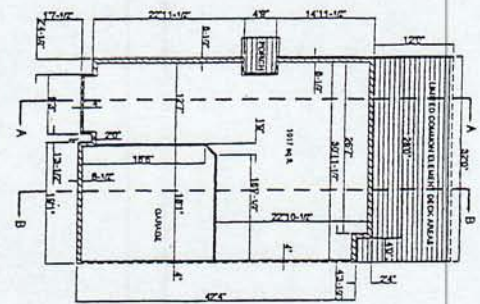
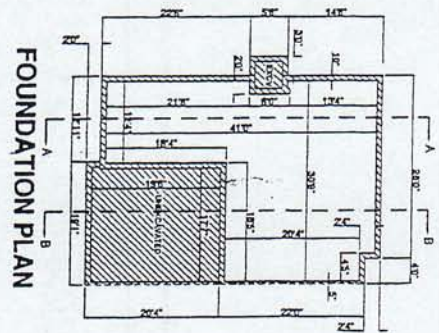


 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF UNIT OWNERSHIP



PROPOSED

07-24-01



	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
—	LIMITS OF UNIT OWNERSHIP

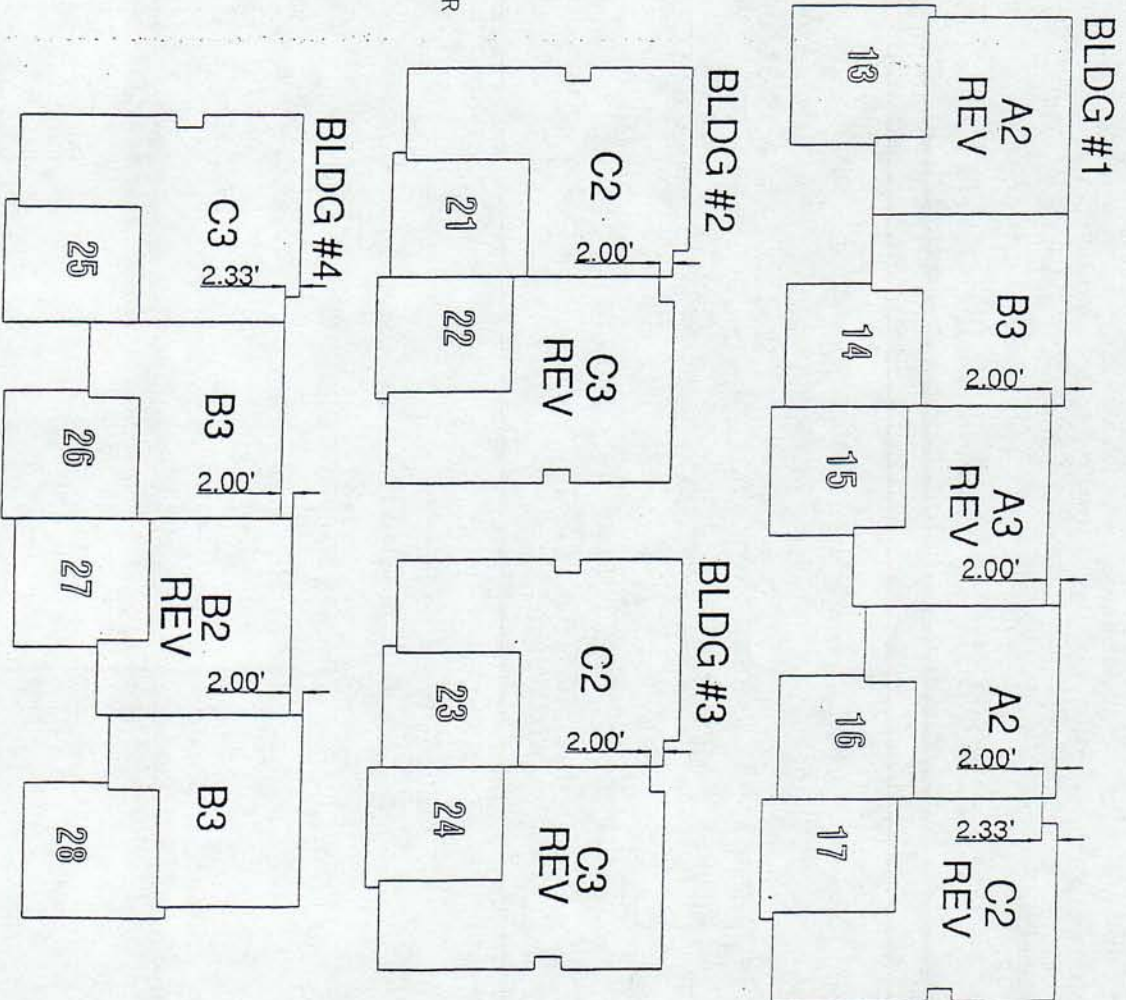


PROPOSED

07-24-01



C2 INDICATES UNIT STYLE
 21 INDICATES UNIT NUMBER
 REV INDICATES REVERSE
 FLOOR PLAN

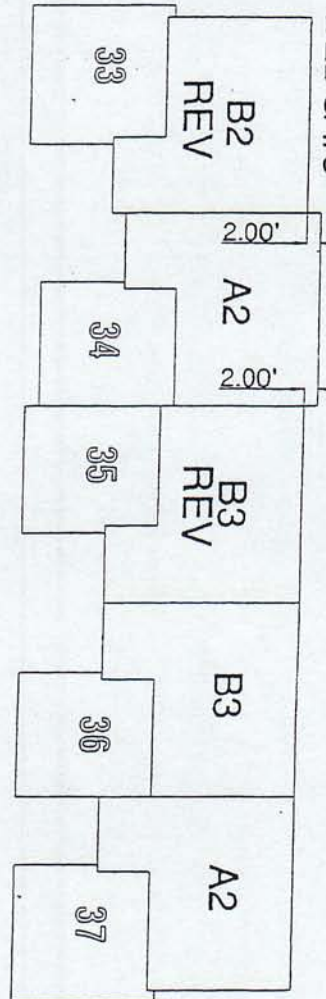


PROPOSED

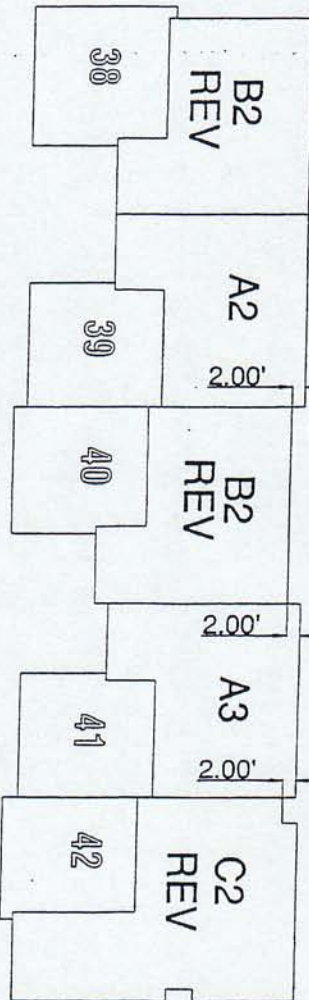
07/24/01



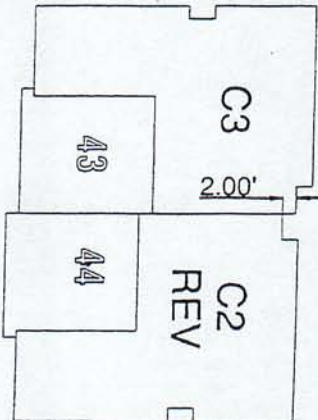
BLDG #5



BLDG #6



BLDG #7

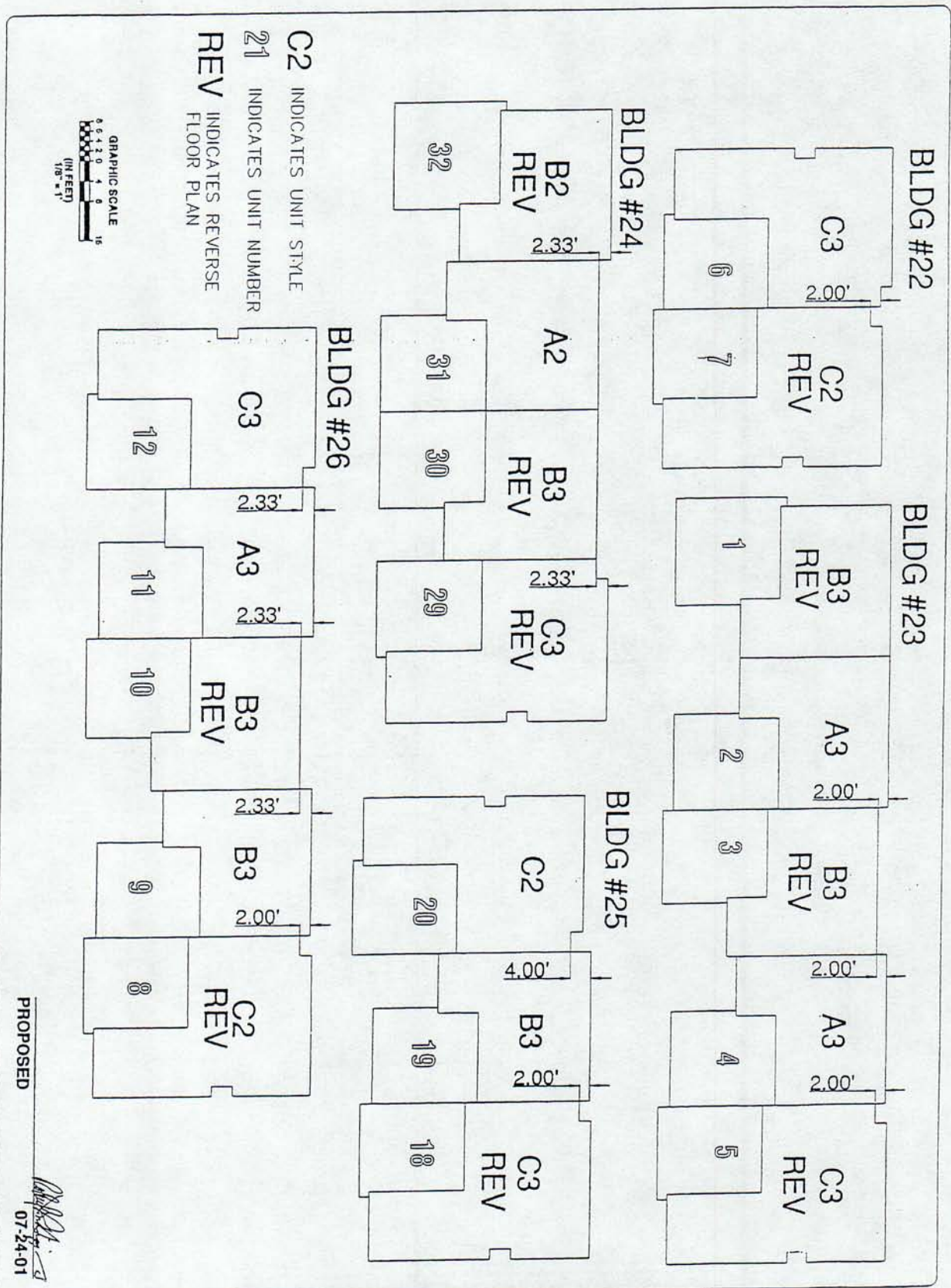


C2 INDICATES UNIT STYLE
 21 INDICATES UNIT NUMBER
 REV INDICATES REVERSE FLOOR PLAN



PROPOSED

[Signature]
 07-24-01



PROPOSED

[Signature]
07-24-01

Recorded August 1, 2002
Liber 36570, Pages 179-200,
Wayne County Records.
Wayne County Condominium
Subdivision Plan No. 579.

02 AUG -1 AIO:54

BERNARD J. YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MI

MORGAN CREEK CONDOMINIUMS

SECOND AMENDMENT TO MASTER DEED

On this 31st day of July, 2002, Morgan Creek, L.L.C., a Michigan Limited Liability Company, Developer of Morgan Creek Condominiums, whose address is 29992 Northwestern Highway, Suite A, Farmington Hills, Michigan 48334, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 32821, Pages 39-131, inclusive, as amended by First Amendment to Master Deed recorded at Liber 34203, pages 531-553, inclusive, Wayne County Records, and known as Morgan Creek Condominiums, Wayne County Condominium Subdivision Plan No. 579, hereby amends the Master Deed of Morgan Creek Condominiums, pursuant to the authority reserved in Article V, Section 1, Article VI, and Article IX, Section 1, of said Master Deed, for the purpose of enlarging the Condominium from forty-four (44) Units to eighty-eight (88) Units and adding Common Elements, by the addition of land as described in part 1 below, and for the purpose of correcting Unit styles as described hereinbelow. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium by this Amendment is more particularly described as follows:

Part of the NW 1/4 of section 23, T2S, R8E, Canton Township, Wayne County, Michigan, described as: Commencing at the NW corner of section 23; thence N 89°23'53"E 60.00 feet along the north section line and centerline of Cherry Hill Road (60 foot half width); thence S00°29'56"E 717.50 feet along the proposed east right of way of Morton-Taylor Road (60 foot half width unimproved) for a point beginning; thence continuing S00°29'56"E 1927.13 feet along the proposed East right of way of Morton-Taylor Road (60 foot half width unimproved) to the E-W 1/4 line of section 23; thence N89°36'53"E 689.39 feet along the E-W 1/4 line of section 23; thence N06°35'46"W 1958.43 feet; thence S83°24'14"W 54.70 feet; thence S38°24'18"W 24.00 feet; thence 63.15 feet along the arc of a 93.00 foot radius curve to the left, a central angle of 38°54'12" and a chord bearing N71°02'49"W 61.94 feet; thence S89°30'04"W 305.50 feet; thence 23.56 feet along the arc of a 15.00 foot radius curve to the left, a central angle of 90°00'00" and a chord bearing S44°30'04"W 21.21 feet; thence S89°30'04"W 33.00 feet to the proposed East right of way line of Morton-Taylor Road (60 foot half width unimproved) and to the point of beginning. Containing 1,136,567 square feet or 26.0920 acres, more or less, subject to the rights of the public and abutting riparian owners in stream running through subject property as disclosed in survey.

2. Second Amended Article II of said Master Deed of Morgan Creek Condominiums, as set forth below, shall, upon recordation in the Office of the Wayne County Register of Deeds of this Amendment, replace and supersede Article II the Master Deed, as amended, and the previously recorded Article II shall be of no further force or effect.

SECOND AMENDED ARTICLE II OF THE MASTER DEED
OF MORGAN CREEK CONDOMINIUMS

ARTICLE II
LEGAL DESCRIPTION

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

Part of the NW 1/4 of Section 23, T2S, R8E, Canton Township, Wayne County, Michigan, described as: commencing at the NW corner of section 23; thence N89°23'53"E 60.00 feet along the North section line and centerline of Cherry Hill Road (60 feet half width); thence S00°29'56"E 60.00 feet to the South right of way of Cherry Hill Road (60 feet half width) and the East right of way of unimproved Morton-Taylor Road (60 feet half width) for a point of beginning; thence continuing S00°29'56"E 2584.63 feet along the East right of way of unimproved Morton-Taylor Road (60 feet half width) to the E-W 1/4 line of section 23; thence N89°36'53"E 689.39 feet along the E-W 1/4 line; thence N06°35'46"W 2601.46 feet to the South right of way of Cherry Hill Road (60 feet half width); thence S89°23'53"W 413.08 feet along the South right of way of Cherry Hill Road (60 feet half width) and to the point of beginning. Containing 1,425,261 square feet or 32.7195 acres, more or less, subject to the rights of the public and abutting riparian owners in stream running through subject property as disclosed in survey.

3. First Amended Article IV, Section 1, of said Master Deed of Morgan Creek Condominiums, as set forth below, shall, upon recordation in the Office of the Wayne County Register of Deeds of this Amendment, replace and supersede subsections (h) and (o), and shall add subsections (q) and (r) to Article IV, Section 1, the Master Deed, and the previously recorded subsections (h) and (o) of Article IV, Section 1, shall be of no further force or effect.

FIRST AMENDED ARTICLE IV, SECTION 1,
OF THE MASTER DEED OF MORGAN CREEK CONDOMINIUMS

ARTICLE IV
COMMON ELEMENTS AND REPAIR RESPONSIBILITIES

The Common Elements of the Condominium, described in Exhibit "B" attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

* * *

- (h) Wetlands and Open Space. The wetlands and open space, as depicted on the Condominium Subdivision Plan attached hereto as Exhibit "B", throughout which a conservation easement will be established.

* * *

- (o) Fire Alarm Panel Control Boxes and Knox Box(es), if any. The fire alarm panel control boxes located on the buildings at the Condominium and any Knox Box(es) at the Condominium which may be installed to contain the key(s) to said control boxes.

* * *

- (q) Forebay Area, Headwall(s) and Detention Area. The forebay area, headwall(s), detention area, and any aeration feature contained therein, as depicted on the Condominium Subdivision Plan attached hereto as Exhibit "B".
- (r) Wood Chip Paths, Wood and/or Steel Bridge and Picnic Area. The wood chip paths, wood and/or steel bridge, picnic area, and any benches contained therein, as depicted on the Condominium Subdivision Plan attached hereto as Exhibit "B".

4. First Amended Article IV, Section 3, of said Master Deed of Morgan Creek Condominiums, as set forth below, shall, upon recordation in the Office of the Wayne County Register of Deeds of this Amendment, replace and supersede subsections (h) and (j) and shall add subsections (m) and (n) of Article IV, Section 3, the Master Deed, and the previously recorded subsections (h) and (j) of Article IV, Section 3, shall be of no further force or effect.

FIRST AMENDED ARTICLE IV, SECTION 3,
OF THE MASTER DEED OF MORGAN CREEK CONDOMINIUMS

ARTICLE IV
COMMON ELEMENTS AND REPAIR RESPONSIBILITIES

The Common Elements of the Condominium, described in Exhibit "B" attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

* * *

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

* * *

- (h) Wetlands and Open Space. The responsibility for preservation, maintenance, repair and replacement of the wetlands and open space referred to in Article IV, Section 1(h) hereinabove shall be borne by the Association, which shall be undertaken in accordance with any and all requirements set forth in the proposed Conservation Easement to be recorded in connection with the aforesaid wetlands and open space.

* * *

- (j) Off-Site Concrete Sidewalk in Cherry Hill Road Right-of-Way. The costs of maintenance, repair and replacement and snow removal from the off-site concrete sidewalk located in the Cherry Hill Road right-of-way, as depicted on Exhibit "B" hereto, shall be borne by the Association unless undertaken by the Township or County.

* * *

- (m) Forebay Area, Headwall(s) and Detention Area. The responsibility for maintenance, repair and replacement of the forebay area, headwall(s), detention area, and any aeration feature contained therein, referred to in Article IV, Section 1(q) hereinabove shall be borne by the Association. In addition to regular maintenance, repair and replacement, the Association shall also undertake, without limitation, mowing the lawn and cutting vegetation throughout and/or up to the water level of the detention area, and throughout the forebay area if there is no standing water therein.

- (n) Wood Chip Paths, Wood and/or Steel Bridge and Picnic Area. The responsibility for maintenance, repair and replacement of the wood chip paths, wood and/or steel bridge, picnic area, and any benches contained therein, as referred to in Article IV, Section 1(r) hereinabove, shall be borne by the Association.

5. Section 13 of Article X of said Master Deed of Morgan Creek Condominiums, as set forth below, shall, upon recordation in the Office of the Wayne County Register of Deeds of this Amendment, be added to Article X of the Master Deed.

FIRST AMENDED ARTICLE X
OF THE MASTER DEED OF MORGAN CREEK CONDOMINIUMS

ARTICLE X

EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS
AND GOVERNMENT LIMITATIONS

Section 13. Existing Easements, Rights of Way and Building and Use Restrictions of Record; Government Limitations. The Developer declares that the Condominium shall be established and shall exist subject to all: (a) easements, rights-of-way and, insofar as they are valid and enforceable, building and use restrictions, if any, as are of record on the date this Master Deed is recorded in the office of the Wayne County Register of Deeds; and (b) all valid government limitations as may be applicable to the Condominium and/or the Condominium Premises. All such easements and rights-of-way of which the Developer has actual knowledge are shown or referenced upon the Condominium Subdivision Plan. The Developer intends, and expressly reserves the right, to convey all individual Units in the Condominium by a warranty deed made subject to all easements, rights-of-way and building and use restrictions then of record and all valid applicable government limitations.

6. Sheets 1, 2, 3, 4, 5, 6, 7, 8, 9 and 16 of the Condominium Subdivision Plan of Morgan Creek Condominiums, as attached hereto, shall, upon recordation in the office of the Wayne County Register of Deeds of this Amendment, replace and supersede originally recorded Sheets 1, 2, 3, 4, 5, 6, 7, 8, 9 and 16 of the Condominium Subdivision Plan of Morgan Creek Condominiums, and the aforescribed originally recorded Sheets shall be of no further force or effect.

7. Sheets 17 and 18 of Replat 1 of the Condominium Subdivision Plan of Morgan Creek Condominiums as recorded with the First Amendment to Master Deed, shall, upon recordation in the office of the Wayne County Register of Deeds of this Amendment, be replaced and superseded by Sheets 17 and 21, respectively, as attached hereto, for the purpose of correcting the Unit style references on the following Units pursuant to Article V, Section 3 of the Master Deed, as amended, to wit:

<u>Building No:</u>	<u>Unit No:</u>	<u>Former Style No:</u>	<u>Corrected Style No:</u>
5	33	B2	B3
5	36	B3	A2
5	37	A2	B2
6	38	B2	B3
6	39	A2	B2
6	40	B2	A3
6	41	A3	B3
6	42	C2	C3
7	43	C3	C2
24	32	B2	B3
24	30	B3	A3
25	20	C2	C3

8. Sheets 19, 20 and 21 of the Condominium Subdivision Plan of Morgan Creek Condominiums, as attached hereto, shall, upon recordation in the office of the Wayne County Register of Deeds of this Amendment, be added to and shall become part of the Condominium Subdivision Plan of Morgan Creek Condominiums.

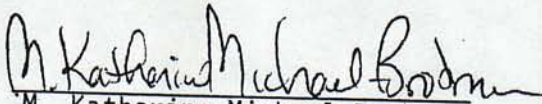
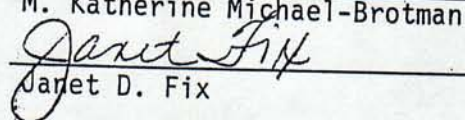
In all other respects, other than as hereinabove indicated, the initial Master Deed of Morgan Creek Condominiums, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

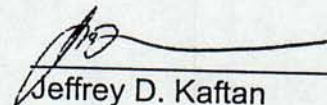
WITNESSES:

MORGAN CREEK, L.L.C.
a Michigan Limited Liability Company,

By: Curtis-Kaftan, L.L.C.
a Michigan Limited Liability Company,
Its: Sole Member

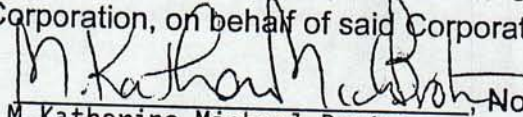
By: Morgan Creek Management, Inc.
a Michigan Corporation
Its: Managing Member


M. Katherine Michael-Brotman

Janet D. Fix

By: 
Jeffrey D. Kaftan
Its: President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.
)

On this 31st day of July, 2002, the foregoing Second Amendment to Master Deed was acknowledged before me by Jeffrey D. Kaftan, President of Morgan Creek Management, Inc., a Michigan Corporation, on behalf of said Corporation.


M. Katherine Michael-Brotman, Notary Public
County, Michigan
My Commission Expires: Oakland 11-6-04

Second Amendment to Master Deed
Drafted by and when Recorded Return to:
ROBERT M. MEISNER, ESQ.
MEISNER & ASSOCIATES, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506
(248) 644-4433

RMM/MKMB:server\MorganCreek\2nd Amend.MasterDd 7.30.02

OF WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 579
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
MORGAN CREEK CONDOMINIUMS
CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN.

THE ASTERISK (*) AS SHOWN IN THE INDEX OF THE DRAWINGS INDICATES NEW OR AMENDED SHEETS WHICH ARE REVISED DATED 05-22-02. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

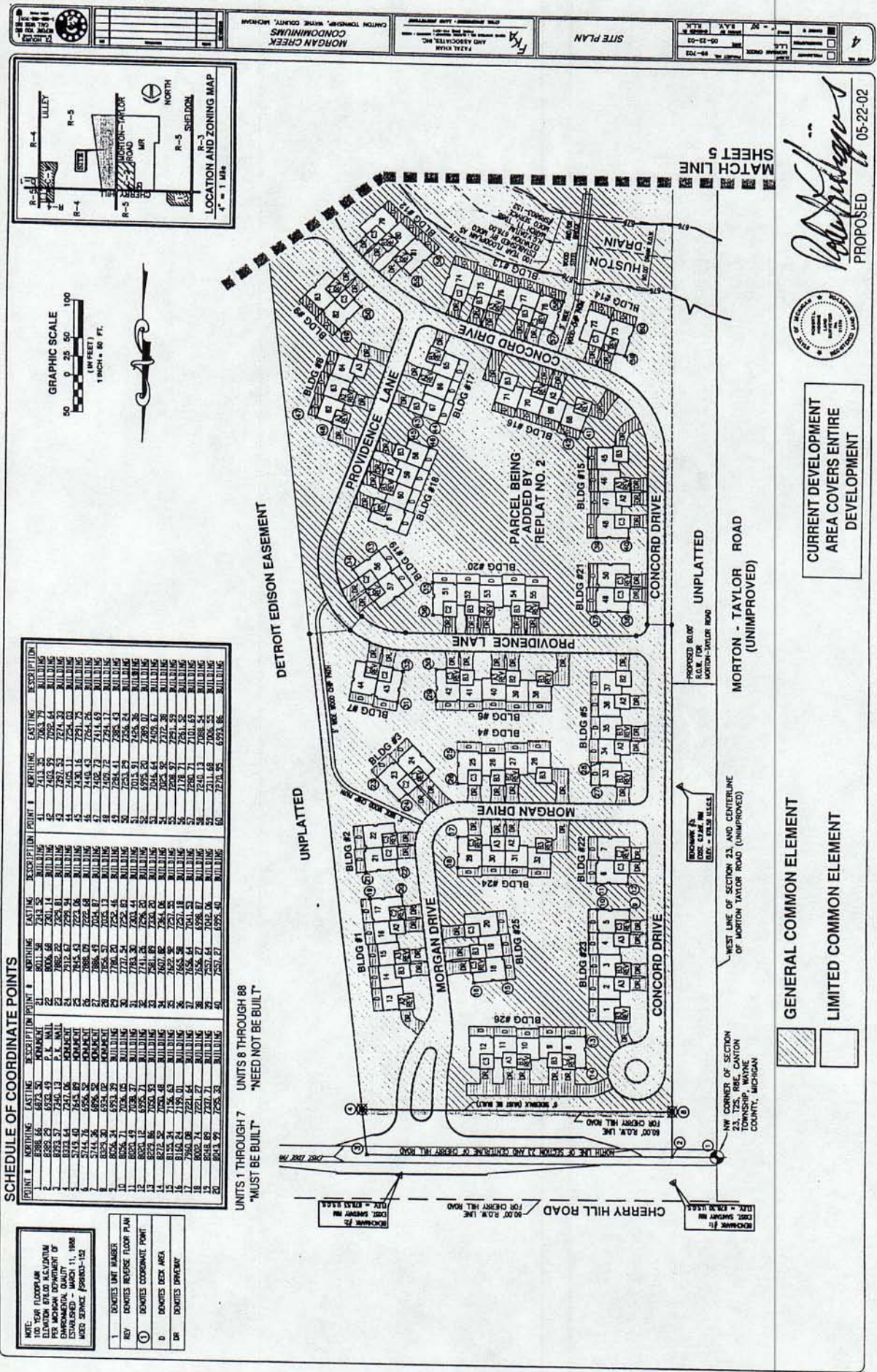
ENGINEERS & SURVEYORS
FAZAL KHAN & ASSOCIATES, INC.
42815 GARFIELD ROAD, SUITE 204
CLINTON TOWNSHIP, MI. 48038
(586) 412-6611

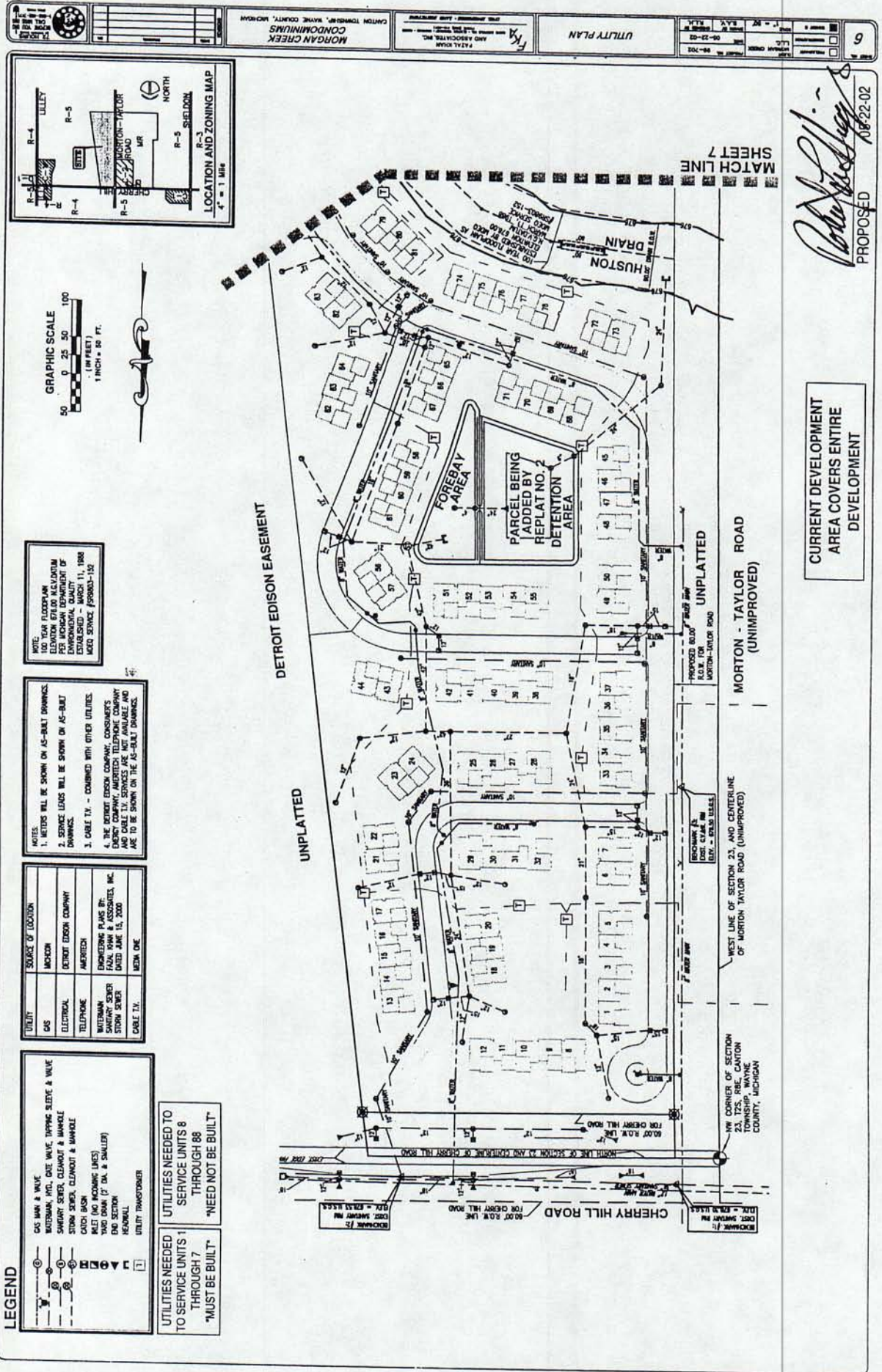
MORGAN CREEK L.L.C.
29992 NORTHWESTERN HIGHWAY
SUITE A
FARMINGTON HILLS, MI 48334
(248) 737-3380

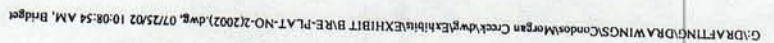
1) TITLE SHEET
2) SURVEY & FLOODPLAIN PLAN
3) SURVEY & FLOODPLAIN PLAN
4) SITE PLAN
5) SITE PLAN
6) UTILITY PLAN
7) UTILITY PLAN
8) EASEMENT PLAN
9) EASEMENT PLAN
10) UNIT STYLE A2
11) UNIT STYLE A3
12) UNIT STYLE B2
13) UNIT STYLE B3
14) UNIT STYLE C2
15) UNIT STYLE C3
16) BUILDING #1-4 - FOUNDATION AND OFFSET PLAN
17) BUILDING #5-7 - FOUNDATION AND OFFSET PLAN
18) BUILDING #8-12 - FOUNDATION AND OFFSET PLAN
19) BUILDING #13-16 - FOUNDATION AND OFFSET PLAN
20) BUILDING #17-21 - FOUNDATION AND OFFSET PLAN
21) BUILDING #22-26 - FOUNDATION AND OFFSET PLAN

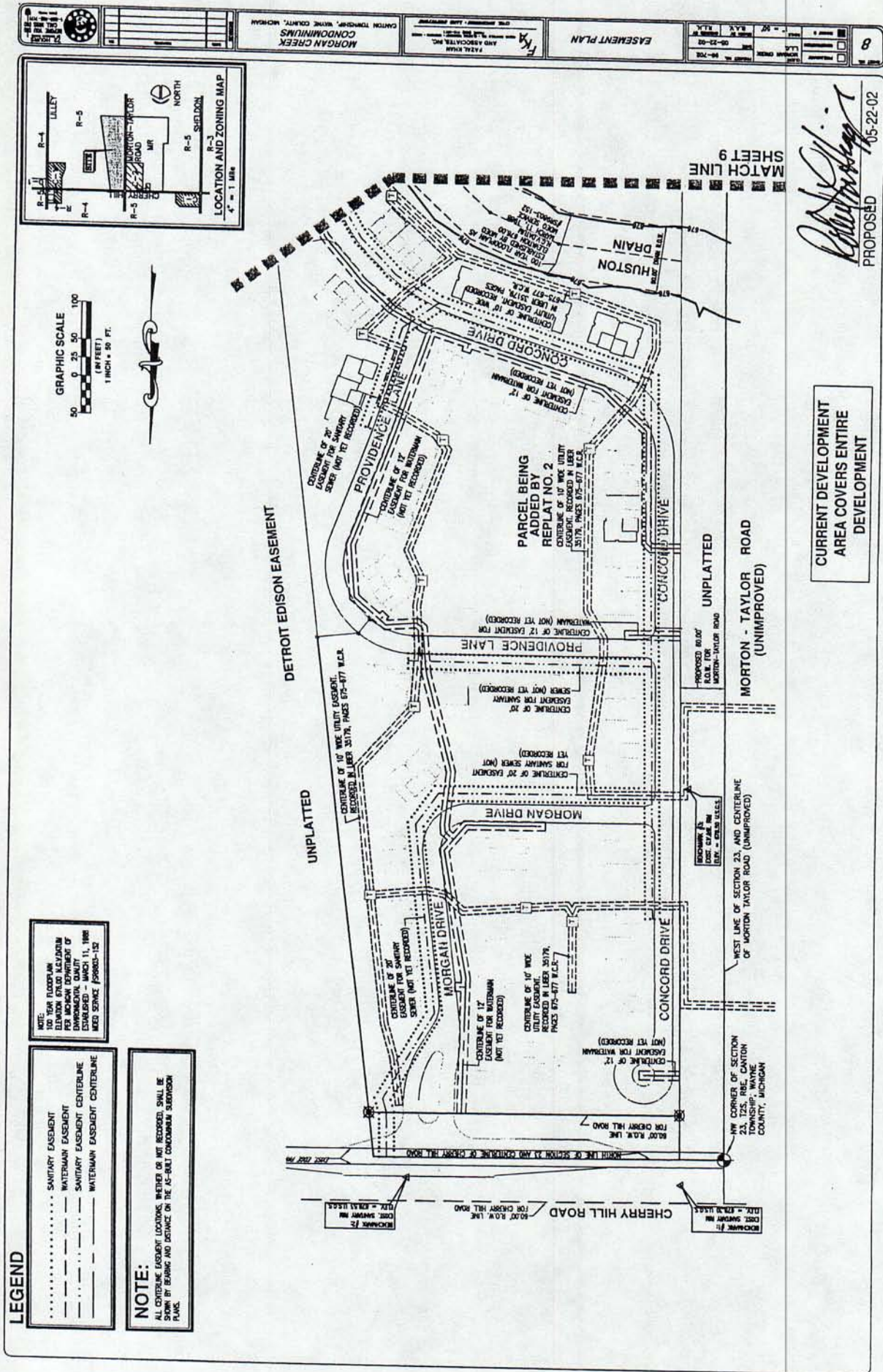
PROPOSED *Robert L. Higgins* 05-22-02
ROBERT L. HIGGINS P.S. 21570

(G)DRAFTINGDRA WINGSCCONDOSMORGAN Creekdwg\Exhibit\EXHIBIT IVRE-PLAT-NO-2(2002).dwg, 07/25/02 10:11:49 AM, hldgcl







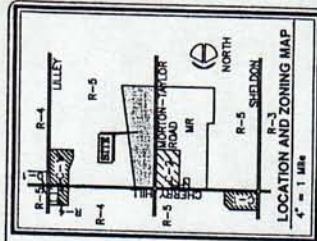


LEGEND

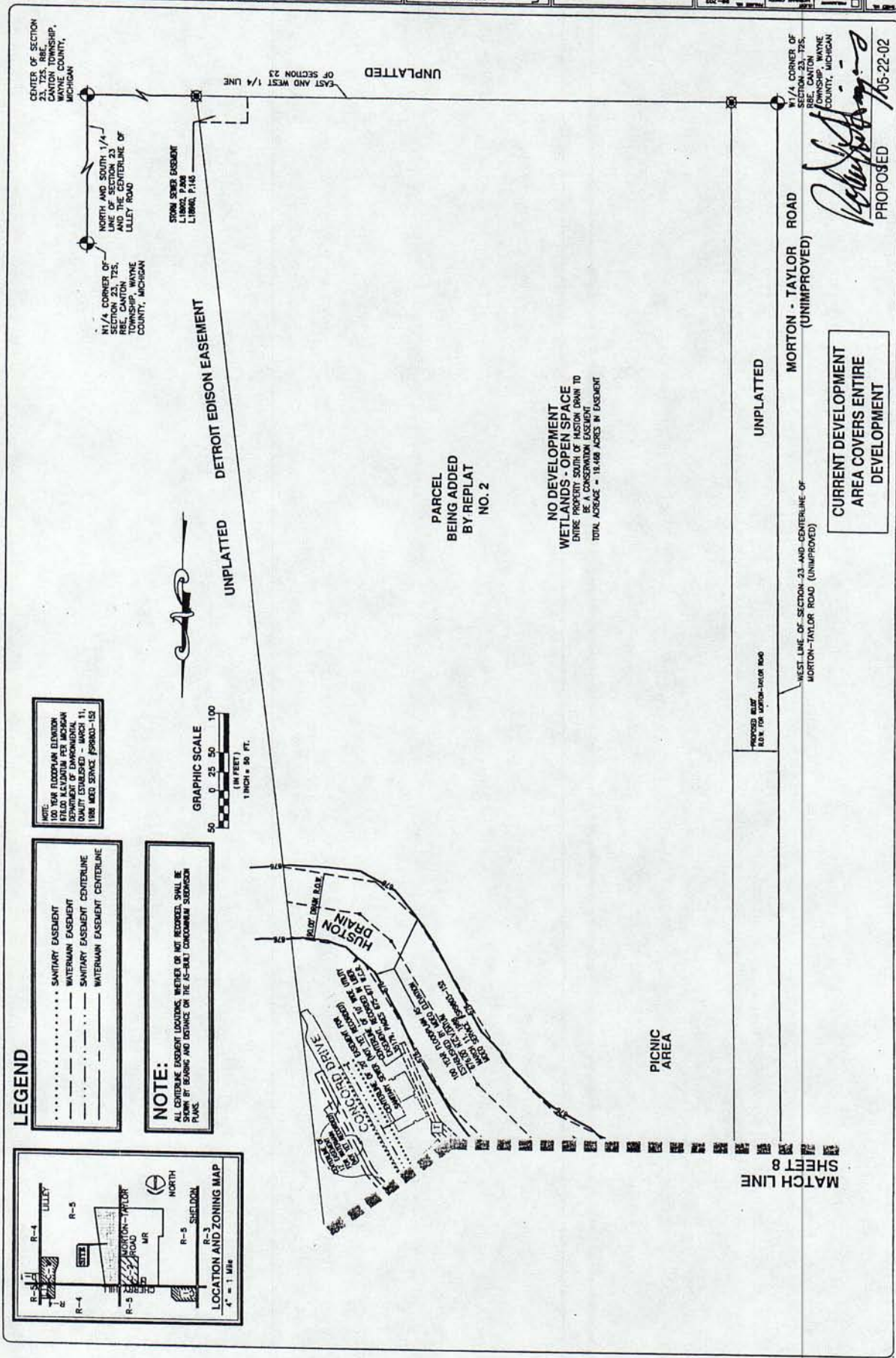
- SANITARY EASEMENT
- WATERMAIN EASEMENT
- SANITARY EASEMENT CENTERLINE
- WATERMAIN EASEMENT CENTERLINE

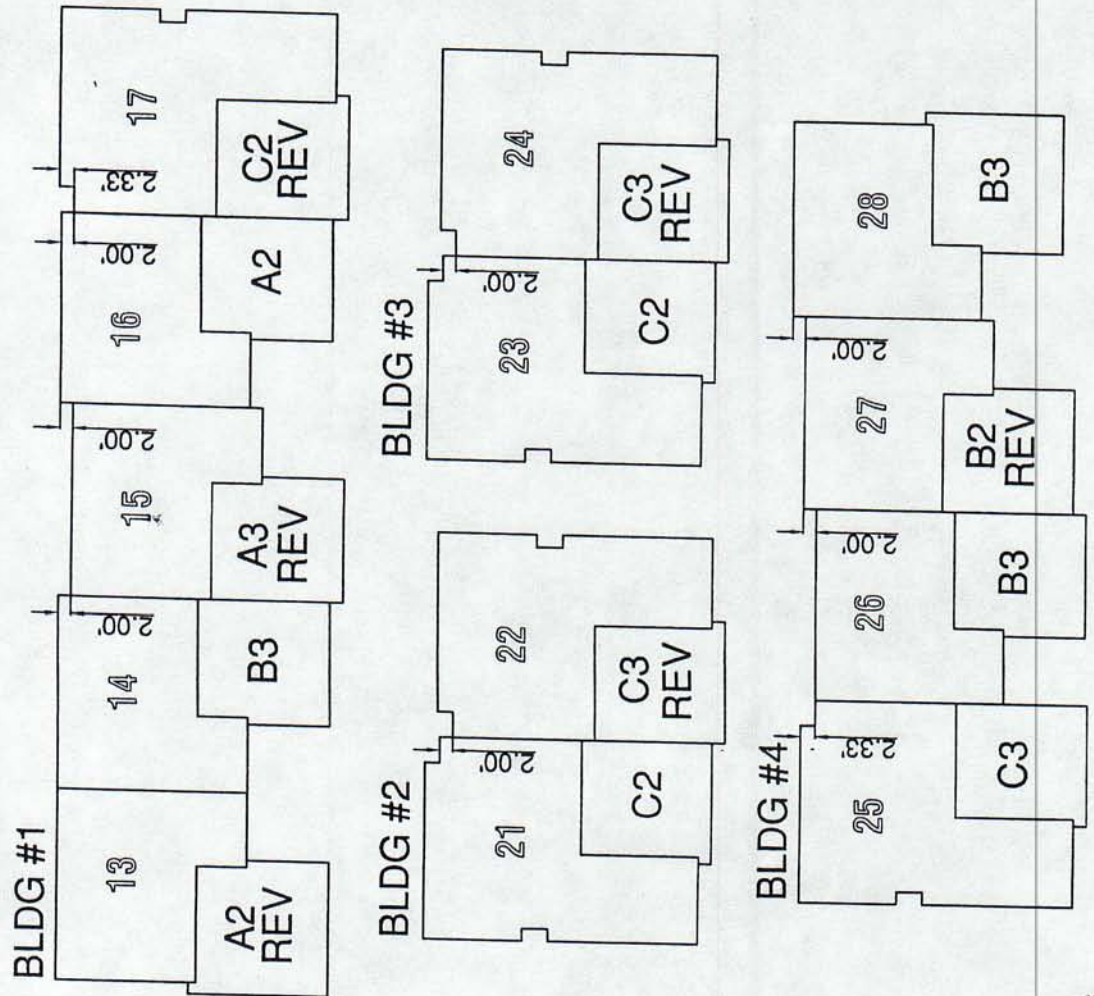
NOTE:
ALL EASEMENT LOCATIONS, WIDTHS OR NOT RECORDED SHALL BE SHOWN BY BEARING AND DISTANCE ON THE AS-SHOWN CONDOMINIUM SECTION PLANS.

NOTE:
100 YEAR FLOODPLAIN
ELEVATION 574.00 ALLEGED
FOR MORTON-TAYLOR ROAD
CONDOMINIUM SECTION
EXAMINED - MARCH 11, 1998
WED SERVICE #39803-132



PROPOSED
CURRENT DEVELOPMENT
AREA COVERS ENTIRE
DEVELOPMENT
05-22-02





C2 INDICATES UNIT STYLE
21 INDICATES UNIT NUMBER
REV INDICATES REVERSE FLOOR PLAN

GRAPHIC SCALE

(IN FEET)
1/8" = 1'



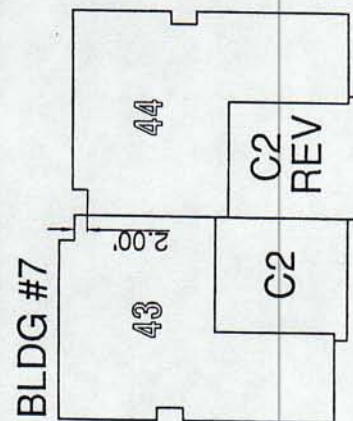
UNITS 1-7 UNITS 8-88
"MUST BE BUILT" "NEED NOT BE BUILT"

UNITS 8-88

PROPOSED

05-22-02



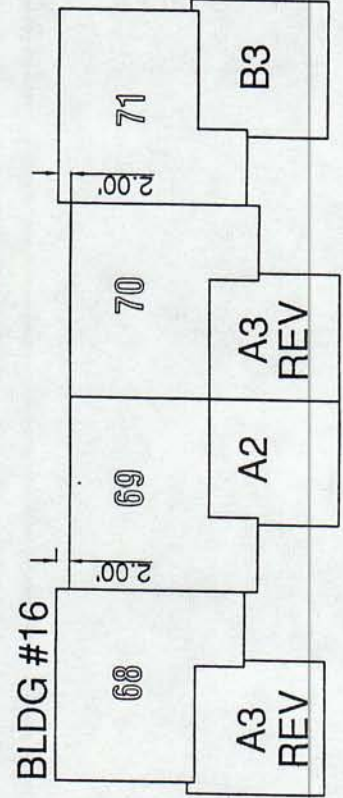
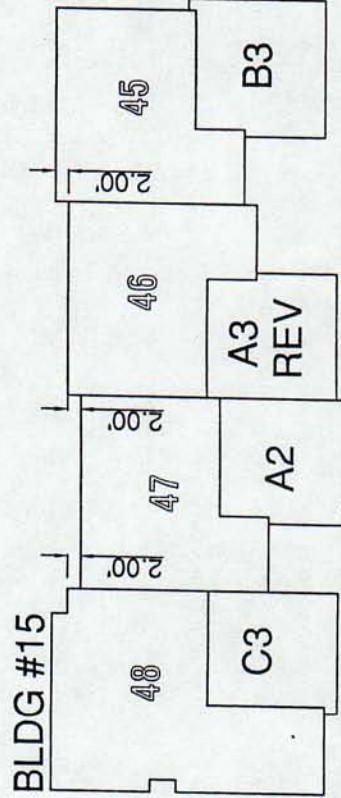
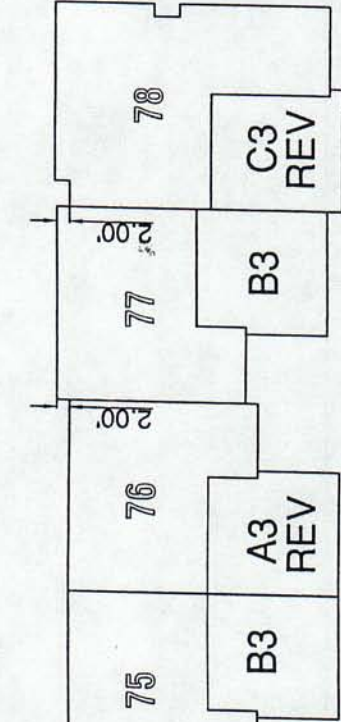
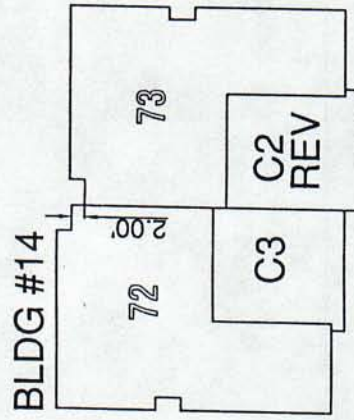


GRAPHIC SCALE
0 2 4 6 8 10
(IN FEET)
1/8" = 1'

PROPOSED 05-22-02

PROPOSED

05-22-02



C2 INDICATES UNIT STYLE
 21 INDICATES UNIT NUMBER
 REV INDICATES REVERSE
 FLOOR PLAN



UNITS 1-7 "MUST BE BUILT"
 UNITS 8-88 "NEED NOT BE BUILT"

PROPOSED
 06-22-02



GRAPHIC SCALE

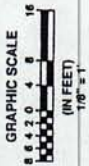
(IN FEET)

0 2 4 6 8 10

A horizontal scale bar with alternating black and white segments. Below the bar are numerical markings at 0, 2, 4, 6, 8, and 10. The text "GRAPHIC SCALE" is above the bar and "(IN FEET)" is below the bar.

UNITS 1-7 UNITS 8-88
"MUST BE BUILT" "NEED NOT BE BUILT"

PROPOSED 05-22-02



UNITS 1-7 UNITS 8-88
"MUST BE BUILT" "NEED NOT BE BUILT"

UNITS 8-88

"MUST BE BUILT" "NEED NOT BE BUILT"

PROPOSED

20-27-CD