

MASTER DEED

ARBOR HILLS

(A SINGLE FAMILY SITE CONDOMINIUM)

This Master Deed is made and executed on Feb 23, 1995, by Guenther Building Co. ("Developer"), whose address is 2864 Carpenter Road, Ann Arbor, Michigan 48108, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

Developer desires by recording this Master Deed, together with the By-laws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article 2 below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

Developer does, upon the recording hereof, establish Arbor Hills as a Condominium Project under the Act and does declare that Arbor Hills (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, heirs, personal representatives and assigns.

The Project consists of sixty-five (65) Condominium Units which are the individual sites on which dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwellings and other improvements located thereon, to the extent that such improvements are not designated within the Master Deed as Common Elements.

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

ARTICLE 1

TITLE AND NATURE

The Condominium Project shall be known as Washtenaw County Condominium Subdivision Plan No. 206. The engineering and architectural plans for the Project were approved by, and are on file

with, the City of Ann Arbor. The architectural plans for all structures and other improvements to be constructed within the Project, if any, must be approved by the City of Ann Arbor and thereafter will be filed with the City of Ann Arbor. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. **No Unit shall have access directly to a public road, but shall have access to a private road which will connect to a public road, being Green Road.** Each Co-owner in the Condominium Project shall have an exclusive right to such Co-owner's Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE 2

LEGAL DESCRIPTION

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

Commencing at the south 1/4 Corner of Section 11, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N89°28'40"W 336.35 feet along the south line of said Section 11; thence westerly along the northerly right-of-way of Green Road (100 feet wide) 99.05 feet along the arc of a 999.06 foot radius non-tangential circular curve to the left, through a central angle of 05°40'50", having a chord which bears N60°57'36"W 99.01 feet for a **PLACE OF BEGINNING**; thence continuing along said Green Road 901.09 feet along the arc of a 999.06 foot radius non-tangential circular curve to the left, through a central angle of 51°40'39", having a chord which bears N89°38'20"W 870.86 feet; thence continuing along the northerly right-of-way of said Green Road S64°31'20"W 27.85 feet; thence N00°09'45"E 746.07 feet along the west line of the east 1/2 of the southwest 1/4 of said Section 11; thence N66°07'41"E 214.80 feet; thence southerly along the easterly right-of-way of Dunwoodie Road (50 feet wide) 15.31 feet along the arc of a 475.00 foot radius non-tangential circular curve to the left, through a central angle of 01°50'49", having a chord which bears S24°47'43"E 15.31 feet; thence N64°16'52"E 115.00 feet; thence N21°53'46"W 48.00 feet; thence N14°15'03"W 48.00 feet; thence N07°10'20"W 48.04 feet; thence N00°09'45"E 157.98 feet; thence S68°02'03"E 139.40 feet; thence N71°22'14"E 92.23 feet; thence N47°34'24"E 63.45 feet; thence N26°30'45"E 78.11 feet; thence N77°38'01"E 16.48 feet; thence S12°21'59"E 104.00 feet; thence S10°37'56"E 99.30 feet; thence S01°37'12"E 98.24 feet; thence N87°51'13"E 163.79 feet; thence southerly along the easterly right-of-way of Kilburn Park Circle (50 feet wide) 17.19 feet along the arc of a 1225.00 foot radius non-tangential circular curve to the right, through a central angle of 00°48'14", having a chord which bears S01°44'40"E 17.19 feet; thence southeasterly 22.73 feet along the arc of a 15.00 foot radius non-tangential circular curve to the left, through a central angle

of 86°49'56", having a chord which bears S44°45'31"E 20.62 feet to a point on the northerly right-of-way of Bayswater Lane (35 feet wide); thence S01°37'19"E 35.06 feet to a point on the south right-of-way of said Bayswater Lane; thence S88°10'29"E 92.69 feet along the south right-of-way of said Bayswater Lane; thence continuing along the south right-of-way of said Bayswater Lane 7.00 feet along the arc of a 2017.50 foot radius circular curve to the left, through a central angle of 00°11'56", having a chord which bears S88°16'27"E 7.00 feet; thence S00°35'13"W 192.95 feet; thence N89°24'47"W 115.00 feet to a point on the easterly right-of-way of said Kilburn Park Circle; thence S00°35'13"W 84.00 feet along the easterly right-of-way of said Kilburn Park Circle; thence S89°24'47"E 115.00 feet; thence S00°35'13"W 75.68 feet; thence S04°57'23"E 138.23 feet to a point on the southerly right-of-way of Ashburnam Road (35 feet wide); thence westerly along the southerly right-of-way of said Ashburnam Road 8.05 feet along the arc of a 372.50 foot radius non-tangential circular curve to the right, through a central angle of 01°14'15", having a chord which bears S85°39'44"W 8.05 feet; thence S03°43'08"E 105.00 feet; thence S87°36'47"E 132.49 feet; thence N52°14'19"E 67.81 feet; thence N66°02'46"E 156.31 feet; thence N41°49'36"E 65.80 feet; thence N27°57'22"W 129.27 feet to a point on the southerly right-of-way of said Ashburnam Road; thence easterly along the southerly right-of-way of said Ashburnam Road 98.99 feet along the arc of a 332.50 foot radius non-tangential circular curve to the right, through a central angle of 17°03'29", having a chord which bears N70°34'22"E 98.63 feet; thence continuing along the southerly right-of-way of said Ashburnam Road N79°06'07"E 146.46 feet; thence S02°38'35"E 107.72 feet; thence N87°21'25"E 97.61 feet; thence S63°52'58"E 44.83 feet; thence S48°42'22"E 42.87 feet; thence S46°55'08"W 39.56 feet; thence S33°59'31"W 56.19 feet; thence S25°41'25"W 62.50 feet; thence S13°34'39"E 97.48 feet; thence S53°27'32"E 72.49 feet; thence S83°04'58"W 614.99 feet; thence S08°44'57"W 59.95 feet; thence S60°52'28"W 136.92 feet to the Place of Beginning, being a part of the east 1/2 of the southwest 1/4 and a part of the west 1/2 of the southeast 1/4 of Section 11, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan and containing 23.45 acres of land more or less, and also being subject to easements and restrictions of record, if any.

EXCEPTING therefrom the following parcel of land but reserving an easement for drainage, utility and access purposes over the following described parcel of land known as Kilburn Park No. 2: Commencing at the south 1/4 corner of Section 11, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N89°28'40"W 336.35 feet along the south line of said Section 11; thence westerly along the northerly right-of-way of Green Road (100 feet wide) 301.14 feet along the arc of a 999.06 foot radius non-tangential circular curve to the left, through a central angle of 17°16'13", having a chord which bears N66°45'15"W 300.00 feet; thence the following three courses along the centerline of Kilburn Park Circle (variable width): N14°36'36"E 154.00 feet, northerly 146.85 feet along the arc of a 600.00 foot radius circular curve to the left, through a central angle of 14°01'24", having a chord which bears N07°35'55"E 146.48 feet, and N00°35'13"E 152.79 feet; thence along the centerline of Dunwoodie Road (50 feet wide) N89°24'47"W 138.90 feet; thence N00°35'13"E 25.00 feet to a point on the northerly right-of-way of said Dunwoodie Road for a **PLACE OF BEGINNING**; thence westerly along the northerly

right-of-way of said Dunwoodie Road 147.75 feet along the arc of a 475.00 foot radius circular curve to the right, through a central angle of $17^{\circ}49'21''$, having a chord which bears $N80^{\circ}30'07''W$ 147.16 feet; thence $N18^{\circ}24'34''E$ 115.00 feet; thence $N67^{\circ}46'05''W$ 48.00 feet; thence $N60^{\circ}07'22''W$ 48.00 feet; thence $N33^{\circ}42'00''E$ 161.85 feet; thence $S89^{\circ}24'47''E$ 107.14 feet; thence $S00^{\circ}35'13''W$ 104.00 feet; thence $S89^{\circ}24'47''E$ 115.00 feet; thence along the westerly right-of-way of Kilburn Park Circle (50 feet wide) $S00^{\circ}35'13''W$ 190.03 feet; thence westerly along the westerly right-of-way of said Kilburn Park Circle and the northerly right-of-way of said Dunwoodie Road 23.56 feet along the arc of a 15.00 foot radius circular curve to the right, through a central angle of $90^{\circ}00'00''$, having a chord which bears $S45^{\circ}35'13''W$ 21.21 feet; thence $N89^{\circ}24'47''W$ 98.90 feet to the Place of Beginning, being a part of the east 1/2 of the southwest 1/4 of said Section 11, and containing 1.53 acres of land, more or less, and also being subject to easements and restrictions of record, if any.

Together with an easement for drainage, utility and access purposes over the following described parcel of land known as Kilburn Park No. 1: **BEGINNING** at the south 1/4 corner of Section 11, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence $N89^{\circ}28'40''W$ 336.35 feet along the south line of said Section 11; thence westerly along the northerly right-of-way of Green Road (100 feet wide) 51.19 feet along the arc of a 999.06 foot radius non-tangential circular curve to the left, through a central angle of $02^{\circ}56'08''$, having a chord which bears $N59^{\circ}35'15''W$ 51.18 feet; thence $N60^{\circ}52'28''E$ 110.64 feet; thence $N29^{\circ}07'32''W$ 40.00 feet; thence $N08^{\circ}44'57''E$ 59.95 feet; thence $N83^{\circ}04'58''E$ 614.99 feet; thence $S79^{\circ}49'26''E$ 86.22 feet; thence $N79^{\circ}55'39''E$ 79.42 feet; thence $N63^{\circ}52'10''E$ 79.46 feet; thence easterly 42.18 feet along the arc of a 30.00 foot radius non-tangential circular curve to the left, through a central angle of $80^{\circ}33'06''$, having a chord which bears $N86^{\circ}50'09''E$ 38.79 feet; thence $S43^{\circ}26'24''E$ 71.61 feet; thence $N62^{\circ}25'41''E$ 129.80 feet to a point on the southwesterly right-of-way of the US-23 freeway; thence southeasterly along the southwesterly right-of-way of said US-23 freeway 214.47 feet along the arc of a 26,341.20 foot radius non-tangential circular curve to the right, through a central angle of $00^{\circ}27'59''$, having a chord which bears $S22^{\circ}44'56''E$ 214.47 feet; thence continuing along the southwesterly right-of-way of said US-23 freeway $S21^{\circ}56'10''E$ 113.93 feet; thence $N89^{\circ}26'45''W$ 879.30 feet along the south line of said Section 11 to the Place of Beginning, being a part of the east 1/2 of the southwest 1/4 and a part of the west 1/2 of the southeast 1/4 of said Section 11, and containing 6.17 acres of land, more or less, and also being subject to easements and restrictions of record, if any.

Together with easements for drainage, utility and access purposes over the following described parcel of land known as the Pump Station Parcel:

Commencing at the South 1/4 corner of Section 11, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence $N89^{\circ}28'40''W$ 336.35 feet along the south line of said Section 11; thence westerly along the northerly right-of-way of Green Road (100 feet wide) 51.19 feet along the arc of a 999.06 foot radius non-tangential circular curve to the left, through a central angle of $02^{\circ}56'08''$, having a chord which bears $N59^{\circ}35'15''W$ 51.18 feet for a PLACE OF

BEGINNING; thence continuing along said Green Road 47.86 feet along the arc of a 999.06 foot circular curve to the left, through a central angle of 02°44'42", having a chord which bears N62°25'39"W 47.86 feet; thence N60°52'28"E 136.92 feet; thence S29°07'32"E 40.00 feet; thence S60°52'28"W 110.64 feet to the Place of Beginning, being a part of the east 1/2 of the southwest 1/4 of said Section 11, and containing 0.11 acres of land, more or less, and also being subject to easements and restrictions of record, if any.

ARTICLE 3

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Arbor Hills Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments effecting the establishment of, or transfer of, interests in Arbor Hills as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 Association. "Association" means Arbor Hills Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.3 By-laws. "By-laws" means Exhibit A hereto, being the By-laws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-laws shall also constitute the corporate by-laws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

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

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

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

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

Section 3.9 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Arbor Hills as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article 7 hereof, if any, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each unit as finally readjusted. Such Consolidating Master Deed, if any, when recorded in the office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed shall control.

Section 3.10 Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer owns any Unit which it offers for sale.

Section 3.11 Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner."

Section 3.12 Developer. "Developer" means Guenther Building Co., which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 3.13 First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units which may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units which may be created are sold, whichever first occurs.

Section 3.14 Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 3.15 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in Arbor Hills, as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

ARTICLE 4

COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

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

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

4.1.1 Land. The land described in Article 2 hereof (other than that portion thereof described in Article 5, Section 5.1 below and in Exhibit B hereto as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land and including common woodlands and green common areas and sewer access areas and other land areas designated as General Common Elements on attached Exhibit B. Developer and the City of Ann Arbor have agreed that certain parkland areas and utilities as shown on Exhibit B shall be conveyed or dedicated to the City of Ann Arbor, which, until such conveyance or dedication, shall be General Common Elements.

4.1.2 Surface Improvements. All roads (except roads dedicated to the City of Ann Arbor), unassigned parking spaces and other surface improvements not identified as Limited Common Elements and not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

4.1.3 Utilities. Some or all of the utility lines, including electricity, telephone, gas, water, sanitary sewer and storm sewer systems (including mains and service leads), and equipment and the telecommunications system described below may be owned by the local public authority, such as by the City of Ann Arbor, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

4.1.4 Electrical. Subject to 4.1.3, the electrical transmission system throughout the Project up to, but not including, the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

4.1.5 Telephone. Subject to 4.1.3, the telephone equipment and system throughout the Project up to the point of connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

4.1.6 Gas. Subject to 4.1.3, the gas distribution system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

4.1.7 Water. Subject to 4.1.3, the water distribution system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

4.1.8 Sanitary Sewer. Subject to 4.1.3, the sanitary sewer system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

4.1.9 Storm Sewer. Subject to 4.1.3, the storm sewer system throughout the Project.

4.1.10 Telecommunications. Subject to 4.1.3, the telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

4.1.11 Street Lights. Subject to 4.1.3, the street lighting equipment and systems throughout the Project.

4.1.12 Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit or Units to which the Limited Common Elements are appurtenant. There are currently no Limited Common Elements in the Condominium. Any future Limited Common Elements shall be shown on amendments to the Condominium Subdivision Plan, as provided in Article 6 and Article 9 below.

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

4.3.1 Co-owner Responsibilities. The responsibility for, and the costs of maintenance, decoration, repair and replacement of any and all improvements located within or upon a Unit and appurtenant Limited Common Elements, if any, including lawns and driveways, and including snow removal on driveways, shall be borne by the Co-owner of the Unit which is served thereby. In connection with any amendment made by Developer pursuant to Article 6 hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expense.

4.3.2 Association Responsibilities. The Association, by its Board of Directors, shall be responsible for keeping the Common Elements (principally the private roads and streetlighting) in repair and the roads free and clear of snow. The costs of maintenance, repair and replacement

of all General Common Elements other than as described in Article 7 hereof shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth in Article 7 hereof or elsewhere in the Condominium Documents.

Section 4.4 Use of Common Elements and Units. No Co-owner shall use the Co-owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Co-owner's Unit or the Common Elements.

ARTICLE 5

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Arbor Hills as surveyed by Atwell Hicks, Inc. and attached hereto as Exhibit B. Each Unit shall consist of the land contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal, being 1.538%. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of all of the Units of the Project is one hundred percent (100%).

ARTICLE 6

EXPANSION OF CONDOMINIUM

Section 6.1 Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Arbor Hills and consisting of sixty-five (65) Units may be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of two hundred four (204) Units. Additional Units, if any, will be established upon all or some portion or portions of the following described land:

Commencing at the south 1/4 corner of Section 11, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N89°28'40"W 336.35 feet along the south line of said Section 11; thence westerly along the northerly right-of-way of Green Road (100 feet wide) 1000.14 feet along the arc of a 999.06 foot radius non-tangential circular curve to the left, through a central angle of 57°21'30", having a chord which bears N86°47'55"W 958.90 feet; thence continuing along the northerly right-of-way of said Green Road S64°31'20"W 27.85 feet; thence N00°09'45"E 746.07 feet along the west line of the east 1/2 of the southwest 1/4 of said Section 11 for a **PLACE OF BEGINNING**; thence continuing along the west line of the east 1/2 of the southwest 1/4 of said Section 11 N00°09'45"E 1348.10 feet to a point on the southerly right-of-way of the US-23 freeway; thence southeasterly along the southwesterly right-of-way of said US-23 freeway 2361.57 feet along the arc of a 2240.49 foot radius non-tangential circular curve to the right, through a central angle of 60°23'30", having a chord which bears S54°26'40"E 2253.76 feet; thence continuing along the southwesterly right-of-way of said US-23 freeway 582.04 feet along the arc of a 26,341.20 foot radius circular curve to the right, through a central angle of 01°15'58", having a chord which bears S23°36'55"E 582.03 feet; thence S62°25'41"W 129.80 feet; thence N43°26'24"W 71.61 feet; thence westerly 42.18 feet along the arc of a 30.00 foot radius non-tangential circular curve to the right, through a central angle of 80°33'06", having a chord which bears S86°50'09"W 38.79 feet; thence S63°52'10"W 79.46 feet; thence S79°55'39"W 79.42 feet; thence N79°49'26"W 86.22 feet; thence N53°27'32"W 72.49 feet; thence N13°34'39"W 97.48 feet; thence N25°41'25"E 62.50 feet; thence N33°59'31"W 56.19 feet; thence N46°55'08"E 39.56 feet; thence N48°42'22"W 42.87 feet; thence N63°52'58"W 44.83 feet; thence S87°21'25"W 97.61 feet; thence N02°38'35"W 107.72 feet to a point on the southerly right-of-way of said Ashburnam Road (35 feet wide); thence S79°06'07"W 146.46 feet along the southerly right-of-way of said Ashburnam Road; thence westerly along the southerly right-of-way of said Ashburnam Road 98.99 feet along the arc of a 332.50 foot radius non-tangential circular curve to the left, through a central angle of 17°03'29", having a chord which bears S70°34'22"W 98.63 feet; thence S27°57'22"E 129.27 feet; thence S41°49'36"W 65.80 feet; thence S66°02'46"W 156.31 feet; thence S52°14'19"W 67.81 feet; thence N87°36'47"W 132.49 feet; thence N03°43'08"W 105.00 feet to a point on the southerly right-of-way of said Ashburnam Road; thence easterly along the southerly right-of-way of said Ashburnam Road 8.05 feet along the arc of a 372.50 foot radius non-tangential circular curve to the left, through a central angle of 01°14'15", having a chord which bears N85°39'44"E 8.05 feet; thence N04°57'23"W 138.23 feet; thence N00°35'13"E 75.68 feet; thence N89°24'47"W 115.00 feet to a point on the easterly right-of-way of Kilburn Park Circle (50 feet wide); thence N00°35'13"E 84.00 feet along the easterly right-of-way of said Kilburn Park Circle; thence S89°24'47"E 115.00 feet; thence N00°35'13"E 192.95 feet to a point on the southerly right-of-way of Bayswater Lane (35 feet wide); thence westerly along the southerly right-of-way of said Bayswater Lane 7.00 feet along the arc of 2017.50 foot radius circular curve to the right, through a central angle of 00°11'56", having a chord which bears N88°16'27"W 7.00 feet; thence continuing along the southerly right-of-way of said Bayswater Lane N88°10'29"W 92.69 feet; thence N01°37'19"W 35.06 feet to a point on the north right-of-way of said Bayswater Lane; thence northwesterly 22.73 feet along

the arc of a 15.00 foot radius non-tangential circular curve to the right, through a central angle of 86°49'56", having a chord which bears N44°45'31"W 20.62 feet to a point on the easterly right-of-way of said Kilburn Park Circle; thence continuing along the easterly right-of-way of said Kilburn Park Circle 17.19 feet along the arc of a 1225.00 foot radius non-tangential circular curve to the left, through a central angle of 00°48'14", having a chord which bears N01°44'40"W 17.19 feet; thence S87°51'13"W 163.79 feet; thence N01°37'12"W 98.24 feet; thence N10°37'56"W 99.30 feet; thence N12°21'59"W 104.00 feet; thence S77°38'01"W 16.48 feet; thence S26°30'45"W 78.11 feet; thence N47°34'24"W 63.45 feet; thence S71°22'14"W 92.23 feet; thence N68°02'03"W 139.40 feet; thence S00°09'45"W 157.98 feet; thence S07°10'20"E 48.04 feet; thence S14°15'03"E 48.00 feet; thence S21°53'46"E 48.00 feet; thence S64°16'52"W 115.00 feet to a point on the easterly right-of-way of Dunwoodie Road (50 feet wide); thence northerly along the easterly right-of-way of said Dunwoodie Road 15.31 feet along the arc of a 475.00 foot radius non-tangential circular curve to the right, through a central angle of 01°50'49", having a chord which bears N24°47'43"W 15.31 feet; thence S66°07'41"W 214.80 feet to the Place of Beginning, being a part of the east 1/2 of the southwest 1/4 and a part of the west 1/2 of the southeast 1/4 of Section 11, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan and containing 44.45 acres of land, more or less, and also being subject to easements and restrictions of record, if any.

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

Section 6.2 Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of Developer from time to time, within a period ending no later than six (6) years from the date of this Master Deed, be increased by the addition to this Condominium of all or any portion of the area of future development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the area of future development shall be determined by Developer in its sole discretion subject only to approval by the City of Ann Arbor, but all such improvements shall be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 6.3 Expansion Not Mandatory. Nothing herein contained shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer may, in its discretion, establish all or a portion of the area of future development, if any, as a separate Condominium Project (or projects) or any other form of development. There are no restrictions on the election of Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of Developer to add to the Condominium Project all or any portion of the area of future development described in this Article 6 nor is there any obligation to add portions thereof in any particular order or to construct particular improvements thereon in any specific locations.

Section 6.4 Amendment of Master Deed and Modification of Percentages of Value. Such increase in size 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 Developer and in which the percentages of value set forth in Article 5 hereof shall be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination shall be in the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 6.5 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 adequately to describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment and to create additional green common areas for open space and park lands which will be Common Elements or dedicated to the City of Ann Arbor and otherwise comply with agreements and requirements of the City of Ann Arbor for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

Section 6.6 Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in 3.9, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6.7 Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purpose and intent of this Article 6 and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE 7

EASEMENTS AND FURTHER MAINTENANCE OBLIGATIONS

Section 7.1 Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or any structure on a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or

construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the continuing maintenance and repair of all utilities in the Condominium. One of the purposes of this Section is to clarify the right of the Co-owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 7.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the project for access to the Units, water and sewage disposal systems and other utilities, and the exterior of each of the buildings that is now existing or hereafter constructed within the project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with the terms hereof. Each Co-owner shall be primarily responsible for maintenance of the exterior of all buildings within such Co-owner's unit, including roofs and all fences, courtyards, patios, lawns, driveways, utilities and sewage disposal systems. In the absence of performance by the respective Co-owners involved, the Association may undertake the routine maintenance of the exteriors, including roofs, of all buildings existing or constructed in the Project, all fences enclosing or partially enclosing courtyards and patio areas and any portion of a Unit that consists primarily of grass and that is not enclosed by a fence or is otherwise inaccessible to lawn maintenance equipment, and the maintenance, repair and replacement of all utilities and sewage disposal systems. If such work is performed upon a Unit by the Association, the individual Co-owner thereof shall reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of any such dwelling. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit. The utilities and sewage disposal system installed for each Unit shall be privately owned by the Co-owners thereof, as is true of all improvements made thereon, and the Association shall have no responsibility to perform maintenance, repair or replacement of improvements made on Condominium Units other than any General Common Elements situate thereon.

Section 7.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of Developer so long as the Sales Period has not expired. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefitted thereby.

Section 7.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or its appurtenant Limited Common Elements.

Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to transfer title of utilities and roads to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All Co-owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easement or transfer of title.

Section 7.5 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval only during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7.6 Architectural Control. In order to insure the development of the Condominium into a desirable residential district and to control the landscaping, improvements and structures therein, it is agreed that no residence shall be constructed on any Unit until the building plans, specifications and plot plan showing the location and placement of the residence on the Unit have been approved in writing by Developer. If within thirty (30) days Developer fails to approve or disapprove any documents or matters submitted to it, approval will not be required and this covenant will be deemed to have been fully complied with. Review by Developer shall include review of architectural design, placement on the lot and exterior materials, to be consistent with the other improvements in the Condominium, and in compliance with Article 6 of the Bylaws. If plans are disapproved by Developer, then said proposed residence shall not be erected. This Section shall not require Developer's approval of any alteration,

expansion or improvement to an existing residence in the future, after the original approved residence is constructed.

Section 7.7 Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article 2 and any expansion thereof pursuant to Article 6 or any portion or portions thereof, an easement for the unrestricted use of the roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article 2 and Article 6. All expenses of maintenance, repair, replacement and resurfacing of the roads referred to in this document shall be shared by the Co-owners of the Condominium and any future Co-owners of the land described in Article 6 based on their percentage of value. 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, at a maximum, by multiplying such expenses times a fraction, the numerator of which is the number of Units in the Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the land described in Article 6.

In furtherance of such retained easement rights over the roads, Developer also hereby reserves easements over all of the General Common Element areas of the Condominium and the land described in Article 2 and any expansion thereof for the purpose of reasonable access from the roads to the dwelling units located on the land described in Articles 2 and 6. If all or some portion of the land described in Article 2 and/or 6 is not presently included in the Condominium, then the easement rights reserved in this paragraph shall be given further definition by Developer in an Amendment to this Master Deed and a separate Declaration of Easements and Agreement for Maintenance by which such roads or driveways shall be located and a reasonable expense-sharing arrangement shall be implemented which instruments shall contain such other provisions and terms as may be reasonable, incidental or necessary to an effectuation of Developer's reserved easement rights hereunder. Such instruments shall be prepared and recorded by Developer, containing such provisions as Developer shall elect in its discretion, consistent with the foregoing. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer 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 recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits thereto.

Section 7.8 Parkland Easements. Easements are reserved and established over the roads in the Condominium as shown on Exhibit B for reasonable access by the public to the public parks dedicated by Developer to the City of Ann Arbor. Such access by the public shall be in conformance with applicable laws and reasonable rules and regulations of the Condominium Association. In addition there is reserved a public access walkway as shown on Exhibit B for pedestrian access to the park areas.

Section 7.9 Storm Water Drainage and Detention Easements. Storm water drainage and detention easements are established to assure the perpetual functioning of the storm water drainage and detention system across the Units and Common Element areas of Arbor Hills as shown on Exhibit B. Easements are located to provide unencumbered access from each Condominium Unit to an enclosed storm sewer inlet point. The surface grade within the easement is constructed to provide positive slope

along the route of the easement to a storm sewer inlet point. To maintain the intended function of the storm water drainage easement, no change is to be allowed in the grade which would restrict the flow of surface water along the easement to the storm sewer inlet point. Nor shall any landscaping, planting or other construction be allowed in the storm water drainage easement which would restrict the intended flow of surface water to the storm sewer inlet point.

The storm water drainage easement shall be available for installation and maintenance of any improvements which are part of a storm water management system for owners of Units in the Arbor Hills (i.e. enclosed piping for discharge of sump pump water directly into the storm sewer inlet point). Any such improvements intended to benefit one or more Unit owners shall be coordinated with any other Unit owners along the affected drainage easement. However, all Unit Owners agree by acceptance of a conveyance that the intended primary use of the storm water drainage easements is to accommodate storm water management systems and said Owners will not hinder the installation and/or maintenance of said systems.

The Arbor Hills Condominium Association shall be responsible for routine maintenance of the storm water drainage and detention system facilities described in accordance with schedules approved by applicable governmental authorities. A copy of the approved schedule of maintenance is attached as Exhibit C. If such maintenance is not completed by the Association within fourteen (14) days after receipt of written notification from the City of Ann Arbor Building Director of the need for such maintenance then, unless other arrangements are made satisfactory to both the Association and the City of Ann Arbor, then the City of Ann Arbor may perform such maintenance and assess the cost to the Association, which cost shall constitute a cost assessable to the Co-owners pursuant to Article 2 of the Bylaws.

Section 7.10 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units and Common Elements as set forth on Exhibit B. Developer has or may enter into separate easement agreements with the City of Ann Arbor and utility companies for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 7.11 Conservation Easement. An easement is reserved for the purpose of conservation of natural areas, wetlands and open spaces as shown on Exhibit B. The Conservation Easement Areas consist of the following: green common area which constitute a part of the General Common Elements including a naturalized wetland community designated as Dunwoodie Green Commons, Ashburnam Green

Commons, wetland buffers and additional green common area which are a part of the area of future development described in Article 6 above.

The following activities are prohibited in any Conservation Easement Area:

1. dumping of refuse, whether solid or liquid, organic or inorganic;
2. removing, damaging, destroying any landmark tree or any trees located in a woodland, except as required for maintenance described below;
3. clearing of land;
4. stockpiling of soils or building supplies;
5. any disturbance to a wetland buffer.

7.11.1 Wetlands. The Association shall periodically inspect storm retention structures in the Wetland Conservation Easement Areas and provide maintenance and/or repairs as needed and in accordance with the schedule of maintenance described in Section 7.9 above. The Association shall inspect annually the filtration basins and Wetland. All floatables, debris and sediment after accumulation of three inches shall be removed by the Association. The Association shall hire a qualified Wetlands expert to periodically monitor Wetlands used for storm retention for both quality and function, and provide a report to the City of Ann Arbor setting forth the findings of the qualified Wetlands expert and any recommendations for changes in the management plan described below and actions taken by the Association to correct any problems found.

7.11.2 "A" Woodlands. In areas designated as "A" Woodlands on attached Exhibit B, the following activities are prohibited: 1) dumping of refuse whether solid or liquid, organic or inorganic; 2) removing, damaging or destroying any landmark tree or any trees located in a woodland, except as required for maintenance described below; 3) clearing of land; 4) stockpiling of soils or building supplies; 5) any disturbance to a wetland buffer.

Activities which are allowed in the "A" Woodlands include: tree maintenance and pruning, or woodland maintenance including trimming of diseased and/or damaged trees greater than eight (8) inches diameter at breast height in rear yards, according to the standards of the National Arborists Association, except those trees which are within buffers of wetlands. Trees less than eight (8) inches diameter at breast height may be removed. In addition lawns may be planted in the conservation easement except for areas that lie within a wetland buffer. Provided however, any regulated tree may be removed if it is determined by the City of Ann Arbor Building Director that the tree poses imminent danger to the public health or safety or where there is reasonable likelihood of significant property damage.

7.11.3 "B" Woodlands. The area designated as "B" Woodlands on Exhibit B is an area of non-disturbance. The Association is responsible for the implementation of the management

plan required by the City of Ann Arbor including periodic site inspection by the City of Ann Arbor to assure compliance with the management plan and other applicable regulations. No activity, including construction, shall occur in the area designated as "B" Woodlands other than nature study and hiking unless approved as part of the management plan. Tree maintenance and pruning done in conformance with the management plan shall be according to the standards of the National Arborists Association in effect at the time of the proposed maintenance. Activities allowed in the "B" Woodlands include the following: 1) the establishment of hiking trails with gravel, wood chips or boardwalk surfaces; 2) tree maintenance, pruning and removal under the following circumstances only: a) to keep hiking trails clear; b) to remove diseased trees or shrubs; c) to remove non-native trees or shrubs species; d) pruning or removal of any tree which may pose a danger to a structure.

Prohibited activities in the "B" Woodlands are as follows: 1) removal of deadwood except as set forth above; 2) the use of fertilizer or other chemicals; 3) clearing or mowing of the understory of the herbaceous layer, except for the removal of non-native species. If replacement planting becomes necessary at any time, only native species which would naturally occur in this ecosystem may be used.

ARTICLE 8

FUTURE ASSESSMENTS FOR GREEN ROAD, BUILDING OF KILBURN PARK CIRCLE CONNECTOR

Pursuant to a Site Development Agreement with the City of Ann Arbor, as recorded in the records of the Register of Deeds of Washtenaw County, the following restrictions and agreements are applicable to this Condominium:

Section 8.1 Future Assessment District. If the City of Ann Arbor in the future undertakes a special assessment to improve Green Road, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, or the planting of trees along the Green Road frontage, each owner of a Condominium Unit or other portion of the premises shall be assessed its pro rata share of the cost of the improvements that are assessed against the entire Arbor Hills Condominium land area.

Section 8.2 Kilburn Park Circle Connector. Upon subsequent development and expansion beyond phase 1 of the condominiums to the west, and upon notification by the City of Ann Arbor, Arbor Hills Condominium Association shall be responsible for the installation of the stub street connector from Kilburn Park Circle to the westerly property line. Should the Association fail to install said street within the timeline established by the city, the city may make arrangements for the installation and assess the costs against the Association. The planned location of the stub street connector is shown on attached Exhibit B which will connect to the parcel to the west when the City of Ann Arbor determines that it is necessary.

ARTICLE 9

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 the Co-owners, except as hereinafter set forth:

Section 9.1 Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 9.2 Mortgagee Consent. Wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 9.3 By Developer. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner and of a mortgagee, in which event Co-owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 9, and in Section 9.2 of this Article.

Section 9.4 Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and the Co-owner's mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as otherwise provided in this Master Deed or in the By-laws.

Section 9.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners.

Section 9.6 Developer Approval. During the Sales Period, Article 4, Article 5, Article 6 and this Article 9 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

ARTICLE 10


ASSIGNMENT

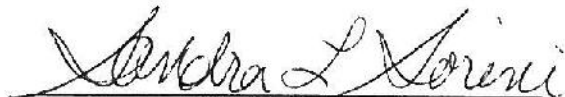
Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment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

WITNESSES:

GUENTHER BUILDING CO.


GREGG T. OTTAVIANI

By: 
Robert F. Guenther
Its President


SANDRA L. SORINI

STATE OF MICHIGAN

)
) ss.

COUNTY OF WASHTENAW

On this 23 day of FEB, 1995, the foregoing Master Deed was acknowledged before me by Robert F. Guenther, President of Guenther Building Co.



Notary Public, Washtenaw County, Michigan
My Commission Expires: _____

PREPARED BY AND RETURN TO:
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MY COMMISSION EXP. OCT. 14, 1996

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