

MASTER DEED OF ART CENTER
TOWN & CARRIAGE HOMES NORTH

JUN 14 2006

1000 441

PROPERTY TAX DEPARTMENT
COUNTY CLERK
WAYNE COUNTY, MICHIGAN

SCANNED

MASTER DEED

ART CENTER TOWN & CARRIAGE HOMES NORTH

This Master Deed is made and executed on this 16th day of February, 2006, by Art Center Town & Carriage Homes North, LLC, a Michigan limited liability company, hereinafter referred to as the "Developer," the post office address of which is 2010 Hogback Road, Suite 2, Ann Arbor, Michigan 48105, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Art Center Town & Carriage Homes North as a Condominium Project under the Act and does declare that Art Center Town & Carriage Homes North shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

EXAMINED AND APPROVED
DATE JUN 08 2006

ARTICLE I TITLE AND NATURE

BY AL/AU M/M
NORMAN C. DUPOUE
PLAT ENGINEER

The Condominium Project shall be known as Art Center Town & Carriage Homes North, Wayne County Condominium Subdivision Plan No. 916. The Project consists of twenty three Units. The engineering and architectural plans for the Project have been

This is to certify that there are no tax liens or other
on this property and that taxes are paid for FIVE YEARS
previous to date of this instrument EXCEPT

0315 Ray H. Johnson Date 6-14-06
WAYNE COUNTY TREASURER Clerk [Signature]

MDC 261 6R 85ps 5a

RECORDED
INDEXED

or will be filed with the City of Detroit, Wayne County, Michigan. Units 9 through 16, together with the improvements necessary to service said Units, "must be built". All other Units and improvements "need not be built". The Condominium Project is established in accordance with the Michigan Condominium Act. The buildings contained in the Condominium, including the number, boundaries, dimensions, volume and area of each Unit, and the approximate location of Units not yet constructed, and the designation of Common Elements are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto and as described herein. 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 Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project. 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 that is submitted to the Condominium Project established by this Master Deed is described as follows:

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS: LOTS 10 THROUGH 14, BOTH INCLUSIVE, IN BLOCK 29 OF "BRUSH'S SUBN OF THAT PART OF THE BRUSH FARM LYING BETWEEN THE NORTH LINE OF FARNSWORTH ST. AND THE SOUTH LINE OF HARPER AVE." AS RECORDED IN LIBER 17 OF PLATS, PAGE 28, WAYNE COUNTY RECORDS AND LOTS 16 & 17 OF "BRATSHAW'S SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 12 OF PLATS, PAGE 11, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF BRUSH ST., 60 FT. WIDE, WITH THE NORTHERLY LINE OF PALMER AVE., 60 FT. WIDE; THENCE S.60°17'00"W. 349.08 FT. ALONG THE NORTHERLY LINE OF SAID PALMER AVE.; THENCE N.29°44'50"W. 174.34 FT. (RECORDED AS 171.69 FT.) ALONG THE WESTERLY LINE OF SAID LOT 16; THENCE N.60°17'00"E. 360.20 FT. (RECORDED AS 360.16 FT.) ALONG THE SOUTHERLY LINE OF A PUBLIC ALLEY, 20 FT. WIDE (BEING ALSO THE NORTHERLY LINE OF SAID LOTS 10 THROUGH 14 AND 16 & 17); THENCE S.26°06'02"E. (RECORDED AS S.26°03'E.) 174.69 FT. ALONG THE EASTERLY LINE OF SAID LOT 10 AND THE WESTERLY LINE OF SAID BRUSH STREET TO THE POINT OF BEGINNING, CONTAINING 61,829.72 SQUARE FEET OR 1.4194 ACRES OF LAND.

PER ASSESSORS *JL* 01001560, 01001561, 01001563.001, 01001563.002L
 01001559, 01001562, 01001564, 01003876.017,
 6/12/2006 01003876.018, 01003876.019

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument.

#1917/00023
 #1917/00024

JUN 12 2006

No. 7902 Clark W. Milford
 Treasurer, City of Detroit

ARTICLE III
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of the Art Center Town & Carriage Homes North Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Art Center Town & Carriage Homes North as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Articles of Incorporation. "Articles of Incorporation" means the Articles of Incorporation filed with the State of Michigan establishing the Art Center Town & Carriage Homes North Association.

Section 3. Association. "Association" means Art Center Town & Carriage Homes North 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, as provided in this Master Deed.

Section 4. 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 5. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" hereto, and 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 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements, and structures thereon, and all easements, rights, and appurtenances belonging to Art Center Town & Carriage Homes North as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" each mean Art Center Town & Carriage Homes North as established in conformity with the Act and this Master Deed.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Art Center Town & Carriage Homes North as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. A Consolidating Master Deed and plan showing the Condominium as built shall be recorded not later than 1 year after completion of construction in order to consolidate all phases or amendments of the Project. A copy of the Consolidating Master Deed shall be provided to the Association.

Section 11. Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer hereunder, means the period commencing with the recording of this Master Deed and continuing for so long as the Developer owns any Unit which it offers for sale.

Section 12. Co-owner or Owner. "Co-owner" or "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 13. Developer. "Developer" means Art Center Town & Carriage Homes North, LLC, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 14. Expense Sharing Agreement. "Expense Sharing Agreement" means the agreement entered into by the Art Center Town & Carriage Homes Association and Art Center Town & Carriage Homes North Association for the sharing of costs for maintenance, repair, upkeep, and replacement of certain limited and common elements (by way of example only, roads, drives, sidewalks, monument(s), etc.) serving Art Center Town & Carriage Homes and Art Center Town & Carriage Homes North.

Section 15. 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 that properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 16. Rules and Regulations. "Rules and Regulations" means the Art Center Town & Carriage Homes North Association Rules and Regulations that may be adopted by the Board of the Association from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium.

Section 17. 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 that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 18. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Art Center Town & Carriage Homes North, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 19. Gender Terms. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate.

Section 20. Other Terms. Other terms that may be utilized in the Condominium Documents and that are not defined hereinabove shall have the meanings as provided in the Act.

ARTICLE IV COMMON ELEMENTS

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

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

- (a) Land. The land described in Article II hereof, including any driveways, sidewalks and parking spaces located thereon not identified as Limited Common Elements subject to the rights of the public in such driveways, sidewalks and parking spaces, if any.

- (b) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls, up to the point of connection within a Unit, but not including, electrical fixtures, plugs and switches within any Unit.
- (c) Exterior Common Lighting. The exterior common lighting system throughout the Project, including all electrical transmission lines, lighting fixtures, and related equipment (excluding such fixtures controlled by individual Units).
- (d) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.
- (e) Gas. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
- (f) Water. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures or their apparatuses (i.e., hoses, etc.) for and contained in an individual Unit.
- (g) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (h) Storm Sewer. The storm sewer system throughout the Project.
- (i) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- (j) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), common walls, roofs, ceilings, and floor construction between Units and Unit levels.
- (k) Sprinkler System. The sprinkler system, including control clocks, meters, water shut-off valves, water meters, and fire suppression valves throughout the Project.
- (l) Monuments and Signs. The monuments and signs located throughout the Project, if any.

- (m) Miscellaneous. Water meter/sprinkler rooms, vestibules, stoops, gardens, fences, and rubbish areas, not exclusively limited to any particular Unit.
- (n) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (a) Porches. Each porch is restricted in use to the Co-Owners of the Units served thereby as shown on Exhibit "B" hereto.
- (b) Balconies. Each balcony is restricted in use to the Co-owner of the Unit to which it is adjacent.
- (c) Air Conditioning Units. Each individual air conditioner, its compressor, its pad and other equipment and accessories related thereto together with the ground surface or roof immediately below the pad, are restricted in use to the Co-owner of the Unit that such air conditioning unit services.
- (d) Windows, Screens, and Doors. The windows, screens, and doors in the Project are restricted in use to the Co-owner of the Unit to which such windows, screens, and doors are appurtenant.
- (e) Driveway. Each driveway area immediately appurtenant to the Unit garage served thereby as depicted on Exhibit "B" as required for ingress and egress from the garage.
- (f) Garage Doors and Openers. The garage door and its hardware, including the electric garage door opener if any (openers are not

standard equipment), shall be limited in use to the Co-owner of the Unit that it services.

- (g) Interior Surface of Walls, Ceilings, and Floors. The interior unfinished walls, ceilings, and floors between Units and Unit levels, including the garage, are limited to the exclusive use and enjoyment of the Co-owner of the Unit in which they are contained.
- (h) Fireplace and Combustion Chambers. The fireplace located in a Unit, if any, the flue, and the fireplace combustion chamber(s) and chimney(s), and other equipment and accessories, if any, shall be limited in use to the Unit served thereby.
- (i) Utility Meters. Utility meters are limited to the Unit served thereby.
- (j) Heating and Cooling. The heating and cooling system located in a Unit including, without limitation, all equipment and ductwork throughout the Unit served thereby.
- (k) Skylights. The skylight(s) located in a Unit, if any, shall be limited in use to the Co-owner of the Unit in which the skylight(s) is located.

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

- (a) General Common Elements. Except as provided in Article IV of this Bylaws or elsewhere in this Master Deed, the costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association.
- (b) Limited Common Elements. The cost of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Co-Owner of the Unit including but not limited to the following:
 - (1) Porches, Balconies, Windows, Screens and Doors. The cost of maintenance, repair and replacement of all porches, balconies, windows, screens and doors referred to in Section 2 of this Article shall be borne by each Unit Co-owner to which they are appurtenant. The uniform appearance of all porches, balconies, windows, screens and doors shall be maintained at all times in accordance with the site plan

approved by the City of Detroit, and the Bylaws attached hereto. No changes in design, material, or color may be made without the express written approval of the Association (and the Developer during the Construction and Sales period).

- (2) Air Conditioner Compressors. The cost of maintenance, repair and replacement of each air conditioner unit, its compressor, pad, and other equipment and accessories referenced in Section 2 above shall be borne by the Co-owner of the Unit to which such air conditioning unit is appurtenant.
- (3) Fireplaces and Combustion Chambers. The costs of maintenance, repair and replacement of the gas fireplace located with a Unit, if any, the flue, the fireplace combustion chamber, and other related equipment and accessories shall be borne by the Co-owner of such Unit. Any maintenance, repair, or replacement to said fireplace must receive the prior written approval of the Association to ensure the safety of the structures and residents of the Condominium.
- (4) Garage Doors and Openers. The costs of maintenance, repair and replacement of each garage door and optional electric garage door opener referred to in Section 2 shall be borne by the Co-owner of the Unit to which they are appurtenant. To maintain a consistent uniform appearance to the Project, the Association shall be responsible for contracting any maintenance, repair, or replacement of such garage doors, including painting, and the cost of same shall be charged to the individual Unit owner. The determination of the need for replacement or painting shall be within the sole discretion of the Association.
- (5) Skylights. The costs of maintenance, repair and replacement of each skylight referenced in Section 2 hereinabove, if any, including any incidental damage caused thereby to a Common Element and/or other Unit, shall be borne by the Co-owner of the Unit to which the skylight is appurtenant; provided, however, that any maintenance, repair and/or replacement of the skylight must receive the prior written approval of the Association to ensure the integrity of the roof system and the safety of the structures

and residents of the Condominium. Any change in the exterior appearance of any skylight shall be subject to the prior, express written approval of the Board of Directors of the Association, pursuant to the provisions of the Bylaws (Exhibit "A" hereto) and shall be subject to the written approval of the Developer during the Construction and Sales Period.

- (c) Maintenance of Driveways, Sidewalks, Parking Areas. Some of the driveways, sidewalks, or parking areas within the Project may become dedicated to the public in the future. Until such time as the driveway, sidewalk or parking area becomes dedicated, all expenses of maintenance, repair, replacement, and resurfacing shall be the responsibility of the Co-owners of Art Center Town & Carriage Homes North, subject to any Expense Sharing Agreement. Maintenance, repair, replacement, and resurfacing of any driveways, sidewalks, or parking areas that are not dedicated to the public shall remain the responsibility of the Co-owners of Art Center Town & Carriage Homes North, subject to any Expense Sharing Agreement. Items constructed on the Common Elements by the Developer, including without limitation, fences, walkways, sidewalks, paths, street trees, and street lighting, shall be maintained by the Co-owners of Art Center Town & Carriage Homes North, subject to any Expense Sharing Agreement. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that interferes with or impairs the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.
- (d) Use and Enjoyment. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that interferes with or impairs 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. The Condominium consists of 23 Units, numbered 1 through 23, inclusive. Units 9 through 16, together with the improvements necessary to service said Units, "must be built". All other Units and improvements "need not be built". Each Unit in the Condominium Project is described in this paragraph with

reference to the Condominium Subdivision Plan of Art Center Town & Carriage Homes North as prepared by Mason L. Brown & Associates, Inc., 1334 Wheaton, Troy, Michigan 48083. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Mason L. Brown & Associates, Inc.

In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan and any differences from the typical plan will be shown on "as-built" drawings to be filed with the Consolidating Master Deed.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project 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 the Project is 100%.

ARTICLE VI
SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act, any applicable local ordinances and regulations, and this Article.

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

- (a) Subdivide Units. Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any

or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

- (b) Consolidate Contiguous Units. Consolidate under single ownership two or more Units that are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (c) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (d) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be

proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within 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. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake:

- (a) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Wayne County Register of Deeds.

- (b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for the conveyance between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

ARTICLE VII CONVERTIBLE AREAS

Section 1. Convertible Area. The Developer intends to construct the Units in the Condominium as indicated on the Condominium Subdivision Plan (Exhibit "B"). The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording of this Master Deed to convert, modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units as need arises in order to make reasonable changes to Unit types and sizes, to increase and decrease the immediately adjacent common areas, to create additional Limited Common Elements, or to create additional Condominium Units, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element. Furthermore, the Developer reserves the right, in its sole discretion, without the consent or approval of Co-owners or mortgagees, during a period ending six years from the date of recording this Master Deed to create a maximum of six carriage house style Condominium Units within the General Common Element Convertible Area identified on the Condominium Subdivision Plan (Exhibit "B") attached hereto.

Section 2. Amendment of Master Deed and Modification of Percentages of Value. Such conversion shall be given effect by appropriate amendments to this Master Deed

in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 3. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Project. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 4. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the City of Detroit. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. If it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the Percentages of Value.

ARTICLE VIII EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element.

Section 2. Easements Retained by Developer.

- (a) Driveway Easements. The Developer reserves for the benefit of itself, its successors and assigns, all future owners of the land described in Article II or any portion or portions thereof, and all future owners of the land described in Article II of the Art Center Town & Carriage Homes North Master Deed or any portion or portions thereof, an easement for the unrestricted use of all driveways, sidewalks, and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II and all or any portion of the parcel described in Article II of the Art Center Town & Carriage Homes North, Master Deed. All expenses of maintenance, repair, replacement and resurfacing of any driveway, sidewalk or walkway referred to in this Section.
- (b) Right to Dedicate. The Developer reserves the right at any time during the Construction and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any and all of the property in Art Center Town & Carriage Homes North, shown as General Common Elements on the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the notice or consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and by recording same with 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 amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. All person acquiring an interest in the Condominium, including without limitation all Co-owners and mortgagees, shall be deemed to have irrevocably appointed the Developer and its successors as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their mortgagees in any statutory or special assessment proceedings with respect to the right of way. After certificates of occupancy are issued for 100% of the Units in the Condominium, the Association may exercise the foregoing rights and powers.

- (c) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be borne by the Condominium.
- (d) Granting Utility Rights to Agencies. The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easements for Maintenance, Repair, and Replacement. The Developer, the Association, the City of Detroit, and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, maintain, repair, replace, and operate any utility, storm sewer, storm drain, or water main easement within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, internet, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Emergency Access Easement. There shall exist for the benefit of all Co-owners, their guests and invitees, the City of Detroit, and any and all police agencies and emergency vehicles an easement for ingress and egress over the Condominium

Premises in the event of an emergency. This easement shall not obligate the City or County to any maintenance or repair obligations with respect to any private roadway or driveway within the Condominium.

ARTICLE IX AMENDMENT

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

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

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 2/3-majority vote of all first mortgagees of record, allocating one vote for each mortgage held. Mortgagees need not appear at any meeting of Co-owner except that their approval shall be solicited through written ballots. To the extent that a vote of mortgagees of Units is required for the amendment of the Condominium Documents, the procedure described in Section 90a of the Act, MCL 559.190a shall be followed.

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

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

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked, or abandoned without

the written consent of the Developer, or 85% of non-developer Co-owners and 85% of first mortgagees.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents 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.

Section 7. City of Detroit Approval. The Condominium Project shall at all times be maintained in a manner consistent with the approved site plan and the ordinances of the City of Detroit. No provision of this Master Deed or other Condominium Document shall be amended to affect any current or future rights and/or obligations of the City of Detroit without obtaining the prior written consent of the City. The City of Detroit shall be considered a 3rd party beneficiary for purposes of enforcement of the provision of the Master Deed and Bylaws.

ARTICLE X ASSIGNMENT

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

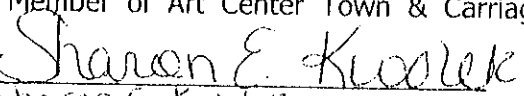
ART CENTER TOWN & CARRIAGE HOMES NORTH, LLC



By: Joel Welber
Its: Authorized Member

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

On this 16th day of February, 2006, the foregoing Master Deed was acknowledged before me by Joel Welber, the Authorized Member of Art Center Town & Carriage Homes North, LLC, on behalf of the company.


Sharon E. Kwalek, Notary Public
Livingston County, Michigan
Acting in Wayne County
My commission expires: 11/27/2007

Master Deed drafted by:
Christopher A. Hajek, Esq.
Freeman, Cotton, & Norris, P. C.
33 Bloomfield Hills Parkway, Suite 100
Bloomfield Hills, Michigan 48304
(248) 642-2255

When recorded, return to drafter.

F:\docs\Art Center Town & Carriage Homes, L.L.C\Second Condo\D-Master Deed 2.doc