

Bernard J. Youngblood
Wayne County Register of Deeds
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HARRISON 12

Master Deed

THIS MASTER DEED is made and executed on this 31st day of January 2022 by **Harrison NCT, LLC**, a Michigan limited liability company, with principal offices located at 215 N. River Drive E #4120, Fort Lauderdale, FL 33301, hereinafter referred to as the "Developer," in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit "A" and 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 Michigan Condominium Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Harrison 12 as a Condominium Project under the Act and does declare that Harrison 12 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:

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Harrison 12, Wayne County Condominium Subdivision Plan No. 1193. The Project consists of twelve (12) residential Condominium Units as shown on the Condominium Subdivision Plan. The engineering and architectural plans for the Project were approved by and are on file with the City of Detroit. The condominium Project is established in accordance with the Michigan Condominium 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.

EXAMINED AND APPROVED

DATE FEB 07 2022
BY EMK AKK ALU

MICHAEL R. COLLIN
PLAT ENGINEER

The condominium consists of individual Units 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 their Unit and shall have undivided and inseparable rights to share with other Co-owners in the Common Elements of the Condominium Project. The provisions of this Master Deed, including, but without limitations, 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 conditions of the Condominium, other than as expressly provided herein.

ARTICLE II LEGAL DESCRIPTION

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

A Parcel of Land Situated in the City of Detroit, Wayne County, State of Michigan, being described as:

Lots 239 and 240 of Plat of Lognon Farm, Part of Private Claim 27, Detroit, Wayne County, Michigan as Recorded in Liber 2 of Plats, Page 5 of Wayne County Records, more particularly described as:

Beginning at the Northerly Corner of Lot 240 being the Intersection of the Southeasterly Right of Way Line of Perry Street and the Southwesterly Right of Way Line of Harrison Street; Thence S22°47'00" E 62.00 Feet; Thence S67°13'00" W 100.00 Feet; Thence N22°47'00" W 62.00 Feet; Thence N67°13'00" E 100.00 to the Point of Beginning. Containing 6,200 Square Feet or 0.142 Acres more or less.

Also,

Lots 241 through 244, inclusive, of Plat of Logon Farm Part of Private Claim 27, Detroit, Wayne County, Michigan, as recorded in Liber 2 of Plats, Page 5 of Wayne County Records, mor particularly described as:

Beginning at the Westerly Corner of Lot 241 being the Intersection of the Southeasterly Right of Way Line of Perry Street and the Northeasterly Right of Way Line of Harrison Street; Thence N67°13'00" E 100.00 Feet; Thence S 22°47'00" E 124.00 Feet; Thence S67°13'00" W 100.00 Feet; Thence N22°47'00" W 124 Feet to the Point of Beginning. Containing 12,400 Square Feet or 0.285 Acres more or less.

Tax Parcels: 08006674; 08006675; 08006676; 08006677; 08006919; 08006920

Subject to building and use restrictions, easements, zoning ordinance, municipal encumbrances and other recorded encumbrances or rights-of-way of record or otherwise.

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, Harrison 12 Condominium Association Rules and Regulations and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests

in Harrison 12 as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association or Association of Co-owners. "Association" or "Association of Co-owners" or "Condominium Association" means Harrison 12 Condominium Association, which is a Michigan nonprofit-incorporated association of which all Co-owners shall be members and which association is designated to administer the affairs of the Condominium Project as required by Section 54(1) of the Act.

Section 3. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of Harrison 12 Condominium Association.

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 Condominium 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, other than the Condominium Units.

Section 6. Condominium Documents. "Condominium Documents" means and includes this Master Deed, recorded pursuant to the Michigan Condominium Act, Exhibits "A" and "B" hereto, the Condominium Association Rules and Regulations, if any, as all of the same may be amended from time to time, and any other instrument referred to in the Master Deed or Bylaws which affects the rights and obligations of Co-owners in the Condominium.

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 Harrison 12 as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project," "Condominium," or "Project" each mean "Harrison 12" as a Condominium Project established in conformity with the Michigan Condominium Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto. The Condominium Subdivision Plan assigns a number to each Condominium Unit and includes a description of the location and approximate size of the Unit and certain Common Elements.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Harrison 12 as a completed Condominium Project and shall reflect the entire land area, if any, converted or contracted from the Condominium from time to time as described below, and all Units and Common Elements therein as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the Units and Common Elements in the

Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit "B" to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Wayne County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

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

Section 12. Convertible Area. "Convertible area" means any unsold Units, or a portion of the Common Elements of the Condominium Project referred to in the Condominium Documents within which additional condominium units or general or limited common elements may be created in accordance with this act.

Section 13. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination of those entities, who owns one or more Condominium Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner." "Co-owner" includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Condominium Act and the Condominium Documents, except as the recorded Condominium Documents provide otherwise.

Section 14. Developer. "Developer" means **Harrison NCT, LLC**, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 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 directors in the Condominium Association, and upon all other matters which properly may be brought before the meeting. Such meeting for the Condominium Association is to be held (a) in the Developer's sole discretion, at any time after fifty percent (50%) of the Units are conveyed, or (b) mandatorily within (i) fifty-four (54) months after the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all Units have been conveyed, whichever occurs first.

Section 16. General Common Elements. "General Common Elements" means the Common Elements other than the Limited Common Elements.

Section 17. Limited Common Elements. "Limited Common Elements" means a portion of the Common Elements reserved for the exclusive use of less than all of the Co-owners.

Section 18. Non-developer Co-owner. "Non-Developer Co-owner" means a Unit Owner that is not the Developer, or an affiliate of the Developer.

Section 19. Person. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, the state, or an agency of the state or other legal entity, or any combination thereof.

Section 20. 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 that may be cast by the Developer.

Section 21. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Harrison 12, 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 23. 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 and vice versa.

Section 23. Other Terms. Other terms that may be utilized in the Condominium Documents and which are not defined in this Article shall have the meanings provided in the Act.

ARTICLE IV COMMON ELEMENTS

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

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

(a) **Land.** The land and beneficial easements described in Article II hereof, including any Condominium Project signage, common walkways, landscape, fences and gates, landscaped or greenspace areas, if any, serving more than one Unit located thereon not identified as Limited Common Elements. Nothing herein shall obligate the Developer to construct any amenity herein described except as shown on the Condominium Subdivision Plan identified as "must be built."

(b) **Electrical.** The common electrical transmission system located throughout the Project, including that contained within Unit walls, up to the point of connection for individual Unit service, but not including, the electric meter, fixtures, plugs and switches for each Unit.

(c) **Common Lighting.** The common exterior lighting system, if any, located throughout the Project, including all electrical transmission lines, street lighting poles, fixtures and related equipment serving the Project, not owned by the public.

(d) **Telephone/Cable/Internet.** The common telephone/cable/internet wiring system, if any, located throughout the Project, including that contained in Unit walls, up to the point of entry into each Unit.

(e) **Gas.** The common gas distribution system located throughout the Project, including that contained in Unit walls, up to the point of connection for individual Unit service, but not including, fixtures, appliances, valves, connections, extensions, or the gas meter for each Unit.

(f) **Water**. The common water distribution system located throughout the Project, including that contained in Unit walls, up to the point of entry to each Unit, including common water meters serving more than one Unit.

(g) **Storm Water Drainage System**. The storm water drainage system, if any, within the Condominium, not owned by the public.

(h) **Irrigation System**. The irrigation system, if any, located throughout the Project, including all control clocks, meters, and all water distribution lines and fittings for the lawn irrigation systems.

(i) **Construction**. Foundations, supporting columns, structural steel, Unit perimeter walls (but not including windows and doors therein), roof top, vents, any space or construction between the ceilings and roofs, or ceilings and floors between Units, floor construction between Units and Unit levels, any space above the upper ceiling and roof, mechanical rooms, and utility chases serving more than one unit, if any.

(j) **Easements**. All easements, if any, including all equipment owned by the Condominium Association located within the easements, which now exist or which may hereafter exist from time to time lying outside the Condominium Premises as well as all easements that burden the Condominium, and which provide utilities, access or other services required by the Condominium or that otherwise benefit or burden the Condominium.

(k) **Beneficial Easements**. The easements for ingress and egress, if any.

(l) **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. If any meter, appliance, or fixture services a Unit other than the Unit that it is located within, then such meter, appliance, or fixture shall be a General Common Element.

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) **Air Conditioning Units**. Each individual air conditioner compressor, its pad, and other equipment and accessories related thereto together, are restricted in use to the Co-owner of the Unit that such air conditioner unit services.

(b) **Heating and Cooling**. Each heating and cooling system including, without limitation, all related equipment and ductwork serving the Unit including such ductwork and related equipment contained within common elements shall be limited to the Unit served thereby.

(c) **Interior Surfaces, Walls, Ceilings, and Floors.** The interior unfinished surfaces of Unit walls, ceilings, floors, and any nonstructural interior walls, are limited in use to the Co-Owner of the Unit in which they are contained, except that there shall exist an easement through each of the foregoing for utilities or support necessary to other Units or Common Elements.

(d) **Mailboxes.** Each individual Unit mailbox is limited to the Unit to which it is assigned.

(e) **Utility Meters.** Utility meters (gas, electric and water) that are separately metered and serve individual units are limited to the Unit served thereby.

(g) **Windows, Screens, and Doors.** The windows, screens, and doors, and their respective attachments, hardware, locking devices and systems serving a Unit are restricted in use to the Unit to which such windows, screens, and doors are appurtenant.

(h) **Backyards, Balconies, Porches, and Roof Decks.** Each Backyard, Balcony, Porch, or Roof Deck, if any, serving a Unit is restricted in use to the Unit to which such Backyard, Balcony, Porch, or Roof Deck is appurtenant.

(i) **Garage.** Each Garage, if any, assigned by the Developer to serve a Unit is restricted in use to the Unit to which such Garage is assigned.

(j) **Driveway.** Each Driveway adjacent to any assigned Garage, serving a Unit is restricted in use to the Unit to which such assigned Garage and adjacent Driveway is appurtenant.

(k) **Sidewalks.** Each Sidewalk contained within the Limited Common Element Backyard, if any, is restricted in use to the Unit to which such Sidewalk is appurtenant, subject to rights of the public.

(l) **Backyard Gates, Garage Doors, Garage Door Openers.** Each Backyard Gate, Garage Doors and Windows, Garage Door Openers (hardware, controllers, etc.) is restricted in use to the Unit to which such Backyard Gate, Garage Doors and Windows, Garage Door Openers is appurtenant.

Section 3. Responsibilities. Subject to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(a) **General Common Elements.** The costs of maintenance, decoration, repair, removal, and replacement of all General Common Elements, including but not limited to signage, common walkways, landscape fences and gates, and landscaped or greenspace areas serving more than one Unit, if any, shall be borne by the Association. The Association shall not be obligated to reimburse Co-owners for maintenance, decoration, repair, removal, or replacement of General Common Elements that the Co-owner undertakes without authorization by the Association.

(b) **Limited Common Elements.** The primary responsibility for maintenance, decoration, repair, and replacement of all Limited Common Elements, including the costs

associated therewith, shall be borne by the Co-owner of the Unit including but not limited to the following:

(i) **Air Conditioning Units.** The cost of maintenance, repair, removal, and replacement of each Air Conditioning Unit referenced in Section 2 above, including its compressor, pad, linesets, and other equipment and accessories related thereto, shall be borne by the Co-owner of the Unit to which such air conditioner is appurtenant.

(ii) **Heating and Cooling.** The cost of maintenance, repair, removal, and replacement of each heating and cooling system referenced in Section 2 above, shall be borne by the Co-owner of the Unit to which such heating and cooling system is appurtenant.

(iii) **Interior Surfaces, Walls, Ceilings, and Floors.** The costs of decoration, maintenance, repair, and replacement of all interior Unit surfaces, walls, ceilings, and floors, referenced in Section 2 above, shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(iv) **Mailboxes.** The cost of maintenance, repair, and replacement of the Mailbox serving a Unit, referenced in Section 2 above, shall be borne by the Co-owner of each Unit to which such Limited Common Element is appurtenant. The uniform appearance of mailboxes shall be maintained and no changes in design, material, or color may be made without the express written approval of the Association.

(v) **Utility Meters.** The cost of maintenance, repair, and replacement of the utility meters referenced in Section 2 above that serve their respective Units, except meters that service more than one Unit, shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(vi) **Windows, Screens and Doors.** The cost of maintenance, repair and replacement of 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 windows, screens, and doors shall be maintained in accordance with the Bylaws attached hereto and 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).

(vii) **Backyards, Balconies, Porches, and Roof Decks.** The cost of maintenance, repair and replacement of each Backyard, Balcony, Porch, or Roof Deck referred to in Section 2 of this Article shall be borne by each Unit Co-owner to which such Backyard, Balcony, Porch, or Roof Deck is appurtenant. The uniform appearance of Backyards, Balconies, Porches, or Roof Decks shall be maintained in accordance with the Bylaws attached hereto and 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). The Association may, but shall not be obligated to, inspect, maintain, repair, and replace the Balconies, Porches, or Roof Decks, and assess the cost of same to individual Unit Co-owners to which such Balcony, Porch, or Roof Deck is appurtenant.

(viii) **Garage**. The cost of repair and replacement of any attached or assigned Garage referred to in Section 2 of this Article shall be incurred by the Co-owner to which such Garage is appurtenant or assigned. The attached or assigned Garage shall be maintained by the assigned Co-owner(s) in accordance with the Bylaws attached hereto and no changes in design or material may be made without the express written approval of the Association (and the Developer during the Construction and Sales Period). The Association may, but shall not be obligated to, inspect, maintain, and repair the Garages, and assess the cost of same to individual Unit Co-owners to which such Garages are attached or assigned.

(ix) **Driveways**. The cost of maintenance, repair and replacement of each Driveway referred to in Section 2 of this Article shall be borne by each Unit Co-owner to which such Driveway is appurtenant, including snow removal and ice removal. The uniform appearance of Driveways shall be maintained in accordance with the Bylaws attached hereto and 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). The Association may, but shall not be obligated to, inspect, maintain, repair, and replace the Driveways and assess the cost of same to individual Unit Co-owners to which such Driveway is appurtenant.

(x) **Sidewalks**. The cost of maintenance of each Sidewalk referred to in Section 2 of this Article shall be borne by each Unit Co-owner to which such Sidewalk is appurtenant, including snow and ice removal. The uniform appearance of Sidewalks shall be maintained in accordance with the Bylaws attached hereto and 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). The Association may, but shall not be obligated to, inspect, maintain, repair, and replace the Sidewalks and assess the cost of same to individual Unit Co-owners to which such Sidewalk is appurtenant.

(xi) **Backyard Gates, Garage Doors, Garage Door Openers**. The cost of maintenance, repair and replacement of Backyard Gates, Garage Doors, Garage Door Openers referred to in Section 2 of this Article, shall be borne by each Unit Co-owner to which such Backyard Gate, Garage Door, Garage Door Openers are appurtenant or contained within an assigned Limited Common Element. The uniform appearance of Backyard Gates, Garage Doors, Garage Door Openers shall be maintained in accordance with the Bylaws attached hereto and 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). The Association may, but shall not be obligated to, inspect, maintain, repair, and replace the Backyard Gates, Garage Doors, or Garage Door Openers and assess the cost of same to individual Unit Co-owners to which such Backyard Gate, Garage Door, or Garage Door Opener is appurtenant or contained within an assigned Limited Common Element.

(xi) **Water, Electric, and Gas Systems**. Co-owners shall be responsible for the maintenance, repair, and replacement of the electric, gas and water systems from the point of entry into their respective Units.

(xii) Additional Responsibilities of Co-owners. In addition to and in clarification of the Co-owners responsibility under this Article IV, each Co-owner shall be responsible for the cost of decorating, maintaining, repairing, and replacing the following items:

(1) All appliances and equipment within the Unit and supporting hardware, including, but not limited to humidifier, air cleaner, furnace filters, smoke alarm batteries, personal alarm system, garbage disposal, dishwasher, range, oven, microwave, refrigerator, vent fans and related duct work, dryer venting, vent covers, and light fixtures and bulbs, if any.

(2) Individual unit and assigned Limited Common Element entry doors, windows, door walls, screens, skylights, and supporting hardware, if any.

(3) Electrical lines and fixtures from and including the breaker box servicing the Unit, even though part of the system maybe designated as a General Common Element. Any modification to the existing electrical system must be approved by the Board of Directors in writing and completed by licensed electrician.

(4) The water lines, pipes, valves, and fixtures from and including the watermain shutoff for the Unit, with the exception of watermain serving other Units, even though part of the system may be designated as a General Common Element.

(5) All drain lines from within the Unit the point of connection to the public sewer system, even though part of the system may be located on land designated as a General Common Element.

(6) All cabinets, countertops, interior doors, closet doors, sinks, tile (either floor or wall) and related hardware.

(7) Interior wall construction and finished flooring (even though some of these may be designated as a General Common Element.

(8) Key fobs, door openers and remotes and all related hardware, if any.

(9) All improvements and betterments, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim, regardless of whether it was damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair or replacement responsibilities as to a General Common Element.

(10) Co-owner installed landscaping and plantings.

(11) All other items not specifically enumerated above which may be located within the space constituting an individual Unit or assigned Limited Common Element.

(c) **Utility Systems.** Some, or all, of the utility lines, systems (including mains and service leads), and equipment and any telecommunication systems 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, and any telecommunications shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see to it that telephone, water, electric, and natural gas mains are existing or installed within reasonable proximity to, but not necessarily within, the Units. Telephone, water, electric, and natural gas mains shall be installed with reasonable proximity to, but not necessarily within, the Units. Utilities (except water service) shall be metered to each Unit for payment by the Co-owner thereof.

(d) **Storm Water Drainage System.** The costs of maintenance, repair, and replacement of the storm water drainage system, including, without limitation, any drainage easements and storm water filtration systems and facilities, shall be borne by the Association, unless dedicated to the Public.

Section 4. Responsibilities for Owned Elements and Property. Each Co-owner shall be individually responsible for maintenance, repair and replacement of all equipment, fixtures, appliances, interior partition walls, cabinetry and the like located within their Unit (improvements and betterments).

Section 5. Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair, or replace any items for which they are responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair, remove, and replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Such right shall be conditioned upon 10 days advance written notice to the Co-owner of the intention to take such action and failure of the Co-owner to rectify such failure. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time, nor shall the Association's (or the Developer's) be liable to any Co-owner or any other person for failure to take any such action. The Developer and the Association shall have easements in furtherance of the rights accorded them hereunder as set forth in this Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, lessee or other person and shall not render the Developer or the Association liable to any person whatsoever on account of such exercise. All costs incurred by the Association or the Developer in performing any responsibilities under this Article which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. Any costs becoming assessable hereunder shall include not only the direct costs of such maintenance, repair or replacement but shall also include such reasonable indirect costs as are determined, in the discretion of the assessing party, to have been incurred by it in taking such action.

Section 6. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner

that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements or which will violate local, state, or federal law. No Limited Common Element, if created, may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to which Unit the same is appurtenant.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. The Project consists of twelve (12) Condominium Units as shown on the Condominium Subdivision Plan numbered 1 to 12 inclusive. Units 9, 10, 11 and 12 have been identified as "Must be Built" all other Units need not be built. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Harrison 12 as jointly prepared by KEM-TEC & Associates and 4545 Architecture. Each Unit shall include all that space contained within the interior unfinished, unpainted walls and ceilings and from the subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on Condominium Subdivision Plan have been or will be physically measured by KEM TEC & Associates. In the event the actual dimensions for a specific Unit or Common Element differ from the measurements shown on the Condominium Subdivision Plan, then the dimensions shown on the Condominium Subdivision Plan shall be deemed to be automatically changed in the same manner and to the same extent as the actual measured dimensions.

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, ASSIGNMENT AND REASSIGNMENT OF LIMITED COMMON ELEMENTS

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 and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the 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 affect 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 or ceilings. 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) Amendments 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 that the 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 re-recording 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 conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners that request 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 CONTRACTION

Section 1. Contraction and Withdrawal of Land. Although the Condominium established pursuant to this Master Deed consists of twelve (12) Units, notwithstanding any other provision of this Master Deed, the Developer hereby reserves the right to contract the size of the Condominium to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than four (4), by withdrawing and combining all or any portion of the unsold Units in the Condominium, and/or withdrawing all or any portion of such additional Units as may be added through subsequent amendments to this Master Deed, or by withdrawing any Common Elements including, without limitation, utilities not needed to service the remaining Units and common areas (hereinafter referred to as the Contractible Area). No Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Other than as provided in this Article, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the

number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by Article V, Section 2 to preserve a total value of 100 percent for the entire Project resulting from any amendment.

Section 2. Easements. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (a) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (b) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Section 3. Restrictions on Contraction. There are no restrictions on the Developer's right to contract the Condominium except as otherwise provided in this Article.

Section 4. Consent Not Required. The consent of any Co-owner or any mortgagee shall not be required to contract the Condominium or to establish easements as set forth in Section 2 of this Article. All Co-owners and mortgagees or other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions give notice to all Co-owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Section 5. Redefinition of Common Elements. The amendments or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary to adequately describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value

Section 6. Contraction not Mandatory. There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the Contractible Area described in this Article, nor is there any obligation to withdraw portions thereof in any particular order or to construct particular improvements on any withdrawn lands. Further, portions of the land may be withdrawn from the condominium project at different times. Developer may, in its

discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development.

ARTICLE VIII CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. All unsold Units and the Common Elements are designated "Convertible Area" that may be converted, modified, or expanded to create additional units and/or general and limited common elements. 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 the Convertible Areas, including unsold Units and/or General or Limited Common Elements appurtenant to or geographically proximate to such unsold Units and within the areas immediately adjacent to the unsold Units and/or immediately adjacent to the Common Elements as need arises in order to make reasonable changes to Unit types and sizes, to increase and decrease the immediately adjacent common areas, or to create additional Units and/or General and Limited Common Elements, 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 Convertible Area.

Section 2. 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. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 3. Amendment of Master Deed. Any such conversion of this Condominium Project 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 4. Consent of Interested Persons. All 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 re-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.

Section 5. Expiration of Rights. Notwithstanding any herein to the contrary, if the Developer has not completed the development and construction of the entire Project, including proposed improvements whether identified as "Must be Built" or "Need not be Built," during a period ending 10 years from the date of commencement or construction by the Developer of the Project, the Developer, its successors, or assigns have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees or Units in the Project, or any other party having an interest in the Project. If the Developer has exercised any of its rights contained in the Master Deed permitting the expansion, contraction, or rights of convertibility of Units or Common Elements, then the time period is 6 years from the date the Developer exercised its rights with respect to the expansion, contraction, or right of convertibility, whichever right was exercised last. The undeveloped portion of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before the expiration of the time periods, such lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease. In such an event, 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 IX 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. This Section shall not allow or permit any encroachment upon, or an easement for an encroachment upon, Units described in this Master Deed being comprised of land and/or airspace above and/or below said land, without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

Section 2. Easements Retained by Developer.

(a) Ingress and Egress. The Developer hereby reserves permanent nonexclusive easements for ingress and egress over the General Common Elements, and Limited Common Elements, including but not limited to driveways, backyards, garages, and walkways, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend utility lines in the Condominium, including without limitation, all communications, water, gas, electric, storm water drainage system, sanitary sewer lines and any pumps, sprinklers or water retention and detention areas, all of which easement shall be for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.

(b) 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, and for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, and storm water drainage systems within the Project and contained within Units. 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 the expenses reasonably necessary to restore the Condominium Premises or Unit to their state immediately prior to such utilization, tapping, tying into, extension, or enlargement of such utility. All expenses of maintenance, repair, and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article II that are served by such mains including any other land adjoining the Condominium now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.

(c) 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 or all General Common Elements. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee, or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Wayne County Records. All 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. After certificates of occupancy are issued for residences in 100% of the Units in the Condominium, the Association may exercise the foregoing rights and powers.

(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 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.

(e) Construction and Sales Period. The Developer reserves the right at any time during the Construction and Sales Period to maintain reasonable facilities, including but not limited to, signage, commercial lighting, marketing and sales offices, business offices, construction offices, model Units, storage areas, and parking facilities to facilitate the construction and sales of the Project. During the Construction and Sales Period, the Developer may invite the public, and/or government officials and entities, and/or the media

to enter upon the Condominium for purposes of sales and marketing events of the Developer and of the Project. During the Construction and Sales Period, and forever thereafter, the Developer reserves the unrestricted right to the use of the "Harrison 12" name and/or other identifying phrases, marks, logos, photographs, drawings, designs, plans, signage, and marketing and promotional materials associated with the Project and may use them for all purposes. The Developer may assign the easements and rights contained in this paragraph without notice or consent of the Co-owners.

Section 2. 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 or for the benefit of any other land; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 3. Easements for Maintenance, Repair, and Replacement. The Developer, the Association 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, market, maintain, repair, replace and operate any Units 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, water lines, sanitary sewer lines, electrical and communication lines, sprinkler controls and valves, and other Common Elements located within any Unit or its appurtenant Limited Common Elements. In the event the Developer, Association or its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located in the Condominium, it shall be obligated to pay all expenses reasonably necessary to restore the Condominium Premises or Unit to their state immediately prior to such utilization, tapping, tying into, repair, replacement, extension, or enlargement of such utility.

Section 4. 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, 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. In the event the Association enters into a bulk rate telecommunications agreement, the Co-owners agree to the inclusion of the cost of such service to be included as a cost of administration and assessed as per the Condominium Bylaws.

Section 5. Emergency Access Easement. There shall exist for the benefit of all Co-owners, their guests and invitees, the Developer, the Association, the City of Detroit, or any emergency

service agency, an ingress and egress easement over the Common Elements as depicted on the Condominium Subdivision Plan, for purposes of, without limitation, preventing damage to Common Elements or Units, life safety inspections, building inspections, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-owners, their guests and invitees. This easement shall not obligate the City of Detroit or the County to any maintenance or repair obligations with respect to the General Common Elements within the Condominium and this grant shall in no way be construed as a dedication of any General Common Element to the public.

Section 6. Termination of Easements. The Developer reserves to itself and its successors and assigns the right to terminate and revoke any easement granted in this Master Deed at such time as the easement may become unnecessary. Any termination or revocation of an easement under this paragraph shall be given effect by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE X AMENDMENT

This procedure for amending the Master Deed shall be the same as set forth in Article XVI of the Bylaws

ARTICLE XI 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, 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.

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BY ITS SIGNATURE BELOW AND BY RECORDING OF THIS MASTER DEED, Harrison 12, is established as a Condominium under the provisions of the Michigan Condominium Act.

Harrison NCT, LLC
a Michigan limited liability company

By: Diane M. Zeiger
Diane Zeiger
Its: Authorized Agent

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

On this 31 day of January 2022, the foregoing Master Deed of Harrison 12 was acknowledged before me by Diane Zeiger, the authorized agent of **Harrison NCT, LLC**, a Michigan limited liability company, M.

Vershaum Smith
_____, Notary Public,
Broward County, Florida
My commission expires: 8/11/2025
Acting in Broward County, Florida

Master Deed drafted by:

Christopher A. Hájek, Esq.
The Hájek Firm, PLLC
3325 Michigan Avenue
Detroit, Michigan 48216
(248) 613-9563



Vershaum Smith
Comm.: HH 164116
Expires: Aug. 11, 2025
Notary Public - State of Florida

When recorded, return to drafter.

/Users/ChristopherHajek/Documents/Documents - Christopher's MacBook/1-HAJEK FIRM PLLC, CLIENT FILES/X - Y - Z/Zeiger Properties, LLC/Harrison 12 - Master Deed/Harrison 12 - Master Deed R2.01-19.docx