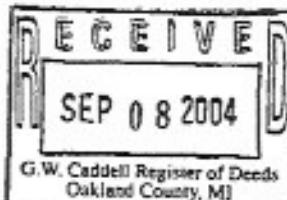


OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument as appears by the records in the office
except as stated.

9-8-04
PATRICK M. DOHANY
PATRICK M. DOHANY, County Treasurer
Sec. 135, Act 206, 1893 as amended
1605K

LIBER 33987 PG 563

388550
LIBER 33987 PAGE 563
\$208.00 DEED - COMBINED
\$4.00 REMONUMENTATION
09/08/2004 01:55:42 P.M. RECEIPT# 109258
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS



MASTER DEED
WOODLAND OFFICE CENTER

Oakland County Condominium Plan Number 11656

THIS MASTER DEED is made and executed on September 7, 2004, by Stonecrest Land Development, LLC, a Michigan Limited Liability Company, hereinafter referred to as "Developer," whose address is 210 W. Highland Road, Highland, Michigan 48357 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978 as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated 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 Condominium Project under the provisions of the Act.

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

O.K. - MH

OK-G.K.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Woodland Office Center, Oakland County Condominium Subdivision Plan No. _____. The engineering plans for the Project were approved by and filed with the Township of Milford. The Project is established in accordance with the Act. The buildings and Units contained in the Project, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual Units for office/business 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 Project or a dedicated road. Each co-owner in the 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 Project as are designated by the Master Deed. Co-Owners shall have voting rights in Woodland Association, Inc. as set forth in the Condominium Bylaws of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install, or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan (Exhibit "B") as "need not be built."

ARTICLE II

LEGAL DESCRIPTION

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

A parcel of land being a part of the North fractional $\frac{1}{2}$ of Section 3, T2N, R7E, Township of Milford, Oakland County, Michigan, and being more particularly described as follows: commencing at the Northwest corner of Section 3, T2N, R7E, Oakland County, Michigan; thence proceeding along the North line of said Section 3, due East 2353.63 feet to a point on the nominal centerline of Milford Road; thence along said centerline South 12 degrees 40 minutes 00 seconds East 1023.80 feet to the point of beginning; thence North 77 degrees 20 minutes 00 seconds East 243.61 feet; thence South 12 degrees 40 minutes 00 seconds East 456.15 feet; thence North 89 degrees 41 minutes 19 seconds West 250.00 feet to a point on the nominal centerline of Milford Road; thence along said centerline North 12 degrees 40 minutes 00 seconds West 400.00 feet to the point of beginning. Containing 104,283 square feet (2.394 acres) of land.

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, Corporate By-Laws, and Rules and Regulations of Woodland Association, Inc., a Michigan non-profit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in "Woodland Office Center," as a Condominium. Wherever used in such documents or any other pertinent instruments, such term shall have that meaning as set forth in the Township of Milford Building Code or Zoning Ordinance. If no such definition exists the terms set forth below shall be defined as follows:

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

B. "Association" shall mean 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 Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association By-Laws" means the Corporate By-Laws of Woodland Association, Inc., the Michigan non-profit Corporation organized to manage, maintain and administer the Project.

D. "Basement" shall mean the portion of a building located partly underground but having less than half of its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

E. "Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel.

F. "Building, Accessory" means a subordinate building or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.

G. "Building Height" shall mean the vertical distance measured from the established ground level to the highest point of the roof surface in the case of a flat roof, to the deck line of a mansard roof, and to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip, or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

H. "By-Laws" or "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3 (4) of the Act to be recorded as part of the Master Deed.

I. "Cellar" means the portion of a building located partly or wholly underground and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

J. "Common Element" where used without modification shall mean both the General and Limited Common Elements described in Article IV hereof, which shall be included those portions of the Condominium Project other than a Condominium Unit.

K. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and Rules and Regulations, if any, of the Association.

L. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to "Woodland Office Center," as described above.

M. "Condominium Project," "Condominium" or "Project" means "Woodland Office Center" Condominiums as a Condominium Project established in conformity with the provisions of the Act.

N. "Condominium Subdivision Plan" means Exhibit "B" hereto.

O. "Construction and Sales Period" or "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.

P. "Co-owner" means a person, firm, corporation, partnership, association, trust, land contract vendee if the land contract so provides, other legal entity or any combination thereof who or which own one or more Units in the Project. The term "owner", wherever used, shall be synonymous with the term "co-owner."

Q. "Developer" shall mean Stonecrest Land Development, LLC, the party executing this Master Deed, and all heirs, successors and assigns, as the case may be.

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

S. "Natural Wood Conservation Areas" shall include all limited common areas, excluding the driveways and septic area to be determined, if any.

T. "Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long

as the Developer continues to construct, proposes to construct, or has the possibility of constructing any additional Units under the Documents.

U. "Storm Water Drainage System" means all facilities for storm water drainage detention and retention, located within the common elements of the Condominium or shown as easements within individual units, as shown on Exhibit B, and including all items described in Article IV.

V. "Story" means that portion of a building included between the surface of any floor and surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

W. "Township" means the Township of Milford. Where Township approval is required pursuant to the provisions of this Master Deed or the other Condominium Documents, it shall be granted through the governing authority of the Township of Milford.

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

Y. "Unit" means the enclosed space constituting a single complete Unit in Woodland Office Center as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Documents, constitute Common Elements.

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

ARTICLE IV

COMMON ELEMENTS

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

A. The General Common Elements are:

1. The land and beneficial easements described in Article II hereof, including driveways, roads, and walkways not identified as Limited Common Elements, if any; provided, however, that the Association or Developer may in its discretion assign General Common Element parking spaces to individual Co-Owners on an equitable basis, by amendment of the Master Deed

and the Condominium Subdivision Plans to depict the parking as a limited common element, other than that portion thereof described in Article V, Section A and Exhibit "B" hereto as constituting the Units and their appurtenant Limited Common Elements.

2. The driveways, roads, sidewalks, parking spaces and landscaping not contained within a Unit.

3. The signage located at the entrance of the Project, if any, and all other signage identifying the Project that may hereafter be installed by the Developer or the Association and landscaping in the Project not located within a Unit.

4. The electrical transmission system throughout the Project, up to the point of entry to each Unit, excluding the electrical meter for that Unit, excluding that portion located within each Unit, and excluding that portion belonging to any public utility serving the Condominium.

5. The gas distribution system throughout the Project, up to the point of entry to each Unit, excluding that portion located within each Unit, and excluding that portion belonging to any public utility serving the Condominium.

6. The telephone wiring networks throughout the Project, up to the point of entry to each Unit, excluding that portion located within each Unit, and excluding that portion belonging to any public utility serving the Condominium.

7. The cable television wiring network throughout the Project, up to the point of entry to each Unit, excluding that portion located within each Unit, and excluding that portion belonging to any public utility serving the Condominium.

8. The water well pump, if any, tank, if any, and water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit. All wells shall be drilled by a well driller licensed by the State of Michigan to a depth that will penetrate a minimum of a ten (10) foot protective clay barrier or be drilled to a depth of one hundred (100) feet if clay protection is not encountered. The wells shall be grouted the entire length of the casing. Maintenance and repair shall be the responsibility of the Association.

9. The water and waste disposal system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

10. The storm drainage system throughout the Project, except where it may be or become located on a dedicated road easement.

11. The foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein) roofs, ceilings, floor construction and chimneys.

12. 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 necessary to the existence, upkeep, and safety of the Project.

13. Some or all of the utility, telephone, and cable T.V. systems, if any, may be owned by the local public authority or by the company that is providing the respective service. Such systems, if and when constructed, shall be General Common Elements only to the extent of the Co-Owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest.

B. The Limited Common Elements are: There are no Limited Common Elements in the Project.

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

1. The Costs of decoration and maintenance of all Limited Common Element building surfaces shall be borne by the Co-Owners of each Unit to which such Limited Common Elements are appurtenant. The Association shall bear the costs of repair or replacement of these surfaces, except in cases of Co-Owner fault, in which case the Co-Owner shall be responsible for such costs. In the event of fire or casualty loss, the Association shall pay for repairs to all surfaces referred to above including redecorating.

2. The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same shall be borne by the co-owners of each Unit which such air conditioner compressor services.

3. The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows attached to a Unit and the costs thereof shall be borne by the Co-Owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

4. All costs of electricity and natural gas flowing through the meters servicing a Unit shall be borne by the Co-Owners of the Unit serviced by such meters. The cost of installation, maintenance, repair and replacement of any private sprinkling system installed by a Co-Owner with Association approval shall be borne by the Co-Owner of the Unit serviced thereby.

5. The costs of electricity for exterior lighting fixtures shall be metered by the individual electric meters of the Co-Owners to whose Units the same are respectively attached and shall be paid by such individual Co-Owners without reimbursement therefor from the Association. Said fixtures shall be maintained, repaired and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-Owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. Said

fixtures may operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and may remain lit at all times determined by the Association for lighting thereof.

6. The Association shall be responsible for maintaining all storm easements and drainage systems, street lighting, and signs, if any. The Association may also, if acting through its Board of Directors, undertake such repair and replacement procedures on the exterior of any structures constructed on the Unit as it deems necessary or appropriate to maintain the quality and character of the development.

7. 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 which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his Unit or the Common Elements. In the event that a Co-Owner does make an improvement to his Unit or brings something to his Unit which increases the maintenance on the common elements, that Co-Owner shall be responsible for paying the cost of that increase in maintenance costs.

8. A Condominium Unit is not separable from the limited common elements that pertaining to said Unit.

9. A Co-Owner shall not be exempt from assessment as provided in the Act by nonuse or waiver of the use of any of the general common elements or limited common elements or by abandonment of his Condominium Unit.

10. The cost of maintenance and repair of the general common elements and the limited common elements which shall not be a specifically assessed to the Condominium Unit shall be expenses of administration to be assessed in accordance with the Bylaws attached hereto as Exhibit "A".

11. If the Condominium Project is totally or partially damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as approved and provided by the Bylaws attached hereto as Exhibit "A".

12. Public utilities or the association furnishing services such as water, sewer, electricity, cable television and telephone to the Project shall have access to the common elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to reconstruct, repair or maintain such services shall be an expense of administration to be assessed in accordance with the Bylaws attached hereto as Exhibit "A".

13. Any areas identified as wetlands areas and natural wooded conservation areas shall be perpetually preserved in their undisturbed and natural condition. Trees located within the general and/or limited common elements which have been slated for preservation pursuant to agreement of the Township and Developer, may not be cut down, damaged or moved without prior written Township approval. No building or structures, or extension of any building or structure shall be constructed in such wetlands areas. No patios, decks, boardwalks or other such structures or

improvements shall be constructed in the wetland areas by a Co-Owner. No grass or other vegetation shall be planted in the wetlands, with the exception of plantings approved in advance, in writing, by the Township. There shall be no disturbance of the wetland areas, including: the depositing or permitting the depositing of fill material or other materials; the dredging, removal or permitting the removal of soil, materials, vegetation or other natural materials; the constructing, operating or maintaining any use or development; and/or draining water from any part or all of the wetlands, unless such activity is authorized by permit from the Township, the Michigan Department of Natural Resources or Michigan Department of Environmental Quality, and, if applicable the appropriate federal agency. In the event any person or entity shall fail to maintain the protective measures set forth in this subsection and/or violate this subsection, the Township shall be authorized to send a written notice to the Developer (during the Sales Period) and to the Association specifying the corrective action required in the Township's reasonable discretion in order to preserve, restore and protect the wetlands and natural wooded conservation areas, which notice shall specify a reasonable time in which such corrective action or actions must be completed. If the action specified in the notice has not been completed on a timely basis, following notice and an opportunity for the Developer (during the Sales Period) and the Association to be heard, the Township or an agent of the Township, may enter upon the Condominium premises and may undertake all necessary and corrective preservation and restoration actions, as determined in the Township's discretion. The cost of any such action or actions taken by the Township, or caused to be taken by the Township, plus an administrative fee equal to 25% of such costs, shall be paid by the Developer (during the Sales Period) and the Association, for which they shall be jointly and severally liable, and if not paid within 30 days following a billing to such parties, such amount shall become a lien on the Condominium premises to be collected by placing such amount on the next annual delinquent real property tax roll, pro rata, as to each Unit, to accrue interest and penalties, and to be collected in the manner provided by law for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against Developer (during the Sales Period) and the Association, and in such event, such parties shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit.

14. Developer (during the Sales Period) and the Association shall have the authority and responsibility, at its expense, to operate, maintain, repair, manage and improve the common elements in the Condominium, as well as all parks, open spaces, common landscaping, cul-de-sac landscaping, landscaped entry areas, signs and trees in accordance with the Township-approved Site Plans and all improvements and facilities within the common elements in accordance with the approved Site Plan and Engineering Plans for same, and to preserve and maintain all drainage, detention and storm water drainage facilities, improvements and easements so as to ensure that the same continue to function as designed and intended. The Developer (during the Sales Period) and the Association shall establish a regular and systematic program of maintenance of the elements, areas, improvements, landscaping and facilities described herein to ensure that the physical condition and the intended function of such elements, areas, improvements, landscaping and facilities shall be perpetually preserved and maintained. In the event that the Developer (during the Sales Period) or the Association shall at any time fail to carry out the responsibilities specified herein, and/or in the event of a failure to maintain, repair, replace and preserve such trees, elements, areas, improvements, landscaping or facilities as required, and/or in the event of a failure to preserve, repair, replace or maintain such elements, areas, landscaping, trees, improvements or facilities in

reasonable order and condition, the Township may serve written notice upon the Association (and the Developer during the Sales Period) setting forth the deficiencies in maintenance, repair, replacement and/or preservation. The notice shall also set forth the demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place of a hearing before the Township Board or such other board, body, or official delegated by the Township Board, for the purpose of allowing the Association and/or Developer to be heard as to why the Township should not proceed with the maintenance, repairs, replacement and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies, and a hearing itself, may be extended and/or continued to date certain. If, following the hearing, the Township Board, or the other board, body, or official designated to conduct the hearing, shall determine that the maintenance, repair, replacement and/or preservation have not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Condominium premises, or cause its agents or contractors to enter upon the Condominium premises, or any easement area benefitting and serving the Condominium property, and perform such maintenance, repairs, replacement and/or preservation as reasonably found by the Township to be appropriate. The cost and expense of making and financing such maintenance, repairs, replacement and/or preservation, including, without limitation, the cost of notices by the Township and reasonable legal fees incurred by the Township, plus an administrative fee in the amount of 25% of the total of all such costs and expenses incurred, shall be paid by the Association (and the Developer during the Sales Period), and such amount shall constitute a lien on any equal pro rata basis as to all of the Units on the Condominium premises. The Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Association (and the Developer during the Sales Period), all unpaid amounts may be placed on the delinquent tax roll of the Township, to pro rata, as to each Unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against Developer and/or against the Association, and the party (including either or both the Association and the Developer) shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit.

15. The costs of maintenance, repair and replacement of the storm drains and storm water drainage facilities, including, without limitation, any detention basin and drainage easements shall be borne by the Condominium Association. In the event that the Condominium Association fails to provide adequate maintenance, repair or replacement of the storm drains, the Township may serve written notice of such failure upon the Condominium Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair or replacement and the costs thereof plus a twenty-five percent (25%) administrative fee may be assessed against the Co-Owners and collected as a special assessment on the next annual Township tax roll.

16. The roadways as shown on the condominium subdivision plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Condominium Association. It is the Condominium Association's responsibility to

inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. In the event that the Condominium Association fails to provide adequate maintenance, repair, or replacement of the herein mentioned roadways, the Township may serve written notice of such failure upon the Condominium Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus a twenty-five percent (25%) administrative fee may be assessed against the Co-Owners and collected as a special assessment on the next annual Township tax roll.

17. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required in the first instance to be borne by a Co-Owner shall be charged to the affected Co-Owner or Co-Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium By-Laws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines unless necessitated by the act or neglect of any Co-Owner, their guest, invitee, family member or pet, in which case the Co-Owner shall be responsible.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Woodland Office Center as prepared by Powell & Associates Engineers, Inc., Registered Land Surveyor and Professional Engineer, and attached hereto as Exhibit "B."

B. Each Unit shall include, with respect of the floors of the Units other than crawl spaces all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on foundation plans on Exhibit "B" have been or will be physically measured by Powell & Associates Engineers, Inc., Registered Land Surveyor and Professional Engineer; building elevations are shown in detail in architectural plans and specifications on file with the Township of Milford Building Department.

C. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative sizes of the Units with the resulting percentages reasonably adjusted to total precisely one hundred (100%) percent. The percentage of value assigned to each Unit shall be determinative of such 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 expenses of the administration and the value of such co-owner's vote at meeting of the

Association of co-owners. The total value of the Project is 100%. The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly recorded, except as provided in Article VI and VII hereof.

D. Set forth below are:

1. Each Unit number as it appears on the Condominium Subdivision Plan.
2. The percentage of value assigned to each Unit.

<u>Unit Number</u>	<u>Square Footage</u>	Percentage of Value Assigned
1	1,250	12%
2	1,262	12%
3	3,171	29%
4	1,129	10%
5	1,131	10%
6	2,550	24%
7	355	3%
Total	10,848	100%

E. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit B, as it may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person. Further, the Developer may, in connection with any such amendment, readjust percentage of value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method of original determination of percentages of value for the Project. 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 unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing Units which developer or its successor may determine necessary in conjunction with such amendment or amendments. All such Co-Owners, mortgagees and their successors appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other Documents necessary to effectuate the foregoing.

ARTICLE VI

CONVERTIBLE AREAS

A. Designation of Convertible Areas For Modification of Units and Common Elements. The Units are convertible areas within which the individual Units and the General Common Elements may be modified as provided herein.

B. The Developer's Right to Modify Units. Developer reserves the right, during a period ending no later than six (6) years from the date of recording this Master Deed, to modify the size, number or location of individual Units.

C. Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each of the Units resulting from such consolidation shall be separately identified by number and the percentage of value as set forth in Article VI hereof for the Unit or Units consolidated or as to which boundaries are relocated, shall be proportionately allocated to the new Condominium Units resulting 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 percentage 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" as may be necessary to adequately describe the Units of the Condominium Project as sole consolidated. 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 a re-recording the entire Master Deed or the Exhibits hereto.

ARTICLE VII

EASEMENTS AND RESTRICTIONS

A. Easement for Maintenance of Encroachments. 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, too, through and over those portions of the land, structures, buildings, and improvements, and walls (including interior Unit walls), for the continuing maintenance and repair of all utilities and Common

Elements in the Project. There shall exist easements of support with respect to any Unit interior wall supports a Common Element.

B. Easements Retained by Developer.

1. Roadway Easements. The Developer reserves for itself, its successors and assigns, the power to convey and dedicate any roads in the Project to the public for all public road purposes. Developer also reserves the right to grant easements for utilities to appropriate government agencies and/or public utility companies and to transfer title of utilities to governmental agencies or utility companies. Private rights of the Developer, Co-Owners, mortgagees and Association in any road right-of-way or utilities, conveyed or dedicated, shall terminate upon such conveyance or dedication, to the appropriate public road agency for public road purposes, or to the appropriate utility company or government agency. Such dedication or conveyance shall be reflected by an appropriate amendment to the Master Deed and Subdivision Plan and recorded in the Oakland County Register of Deeds Office. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time, shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to effectuate the foregoing. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel. All expenses of maintenance, repair, replacement, and resurfacing of any road referred to in this Article shall be borne by the Association.

2. Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium premises, including, but not limited to, water, gas, storm, and sanitary sewer mains. In the event Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

C. Grant of Easements by Association.

1. 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 Project; subject, however, to the approval of the Developer so long as the Sales Period has not expired. No easements created under the Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

2. The intent of this provision is to avoid any problems associated with roads and/or utilities required for the overall benefit of all Co-Owners which could be interfered with by the refusal of a single Co-Owner whose undivided interest in these common elements could be interpreted to allow the non-conveyance of a property interest that is for the benefit of all. Notice

requirements of such dedication actions by the Association shall be strictly complied with. Certified mail notice would be required to all Co-Owners before any such action is taken to assure that the Association has full advisory input from the Co-Owners before any actions are undertaken.

3. Upon an affirmative vote of not less than fifty-one (51%) percent of all Co-Owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan Statutes for improvements of roads within or adjacent to the Premises. In the event that a special assessment road improvement Project is established pursuant to applicable Michigan law, the collective costs assessable to the Premises as a whole shall be borne by the Co-Owners prorata according to their percentages of value as specified in Article V hereof.

D. Easements for Construction, Maintenance, Repair and Replacement.

1. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents, or by law.

2. The Developer, the Association and all Co-Owners shall have a right and easement of use for surface water accumulation in and to the proposed drainage easements set forth on Exhibit "B," and hereby covenants for itself, its heirs and assigns continuation of the rights to the use of the land for drainage easements. It shall be the responsibility of the Condominium Association to maintain said drainage easements and perform all operations necessary to keep them in the condition required for the use intended. The drainage easements shall be used for no other purpose than storm water run-off from said described parcel until such time that the Township may determine that there is no further need for this facility.

E. Easements for Governmental Access and Indemnification of Township.

Notwithstanding any other provision contained in this Master Deed, the following easements, licenses, rights and privileges are granted to the Township of Milford and its officers, employees and agents with respect to the Project. These easements, licenses, rights and privileges shall not be modified or rescinded without the express written permission of the Township of Milford.

1. The Township of Milford, its officers, employees and agents are granted a permanent non-exclusive easement for the unrestricted use of all roads, walkways or pathways, utility easements, Common Elements and Limited Common Elements for the purpose of ingress, egress, inspection for public purposes, access to utility easements, including but not limited to water, sanitary sewer, storm water sewer, electric, gas and communications easements.

2. The Township of Milford, its officers, employees and agents are granted a permanent non-exclusive easement over, under and across all roads, walkways, pathways, utility easements, Common Elements and Limited Common Elements for the purpose of construction.

extension, relocation, maintenance, repair, replacement and removal of utilities, including but not limited to water, sanitary sewer, storm water sewer, electric, gas and communications utilities.

3. The Township of Milford, its officers, employees and agents are granted a non-exclusive easement over Common Elements, Limited Common Elements and Units, for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Project and Co-Owner thereof.

4. The Township, its officers, employees and agents are granted a non-exclusive easement over the common elements, limited common elements and units, to the extent necessary, to install, maintain, repair, replace or remove machinery or equipment connected to the public sewer system or public water system, including, but not limited to, grinder pumps and valves. The Township shall have the right to sell, assign, transfer and convey this easement to any other governmental unit.

5. No Co-Owner in the Condominium shall build or convey to others the permission to build any permanent structures on the easements granted to the Township hereunder.

6. No Co-Owner in the Condominium shall build or place on the area covered by these easements any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually, or threaten to, impair, obstruct, or adversely affect the rights of the Township under the foregoing easements.

7. All Co-Owners in the Condominium release the Township and its successors, assigns and transferees, from any and all claims or damages in any way arising from, or incident to, the construction and maintenance of the easements granted to the Township hereunder or otherwise arising from, or incident to, the exercise by the Township of its rights under the foregoing easements, and all Co-Owners covenant not to sue the Township for any such damages.

8. The Developer, prior to relinquishing control to the Condominium Association, and the Condominium Association thereafter, shall be empowered and obligated to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under and across the Condominium Project for construction of utilities, ingress and egress, or such other purposes as may be deemed necessary by the Township, without the consent of individual Co-Owners. This reservation of power includes the right to amend this Master Deed if necessary for the purposes set forth in this provision.

9. The Township shall have the right, but not the obligation, to repair and maintain all easements in the Condominium Project. If it is necessary for the Township to repair or maintain any easement within the Condominium Project, the costs of repair or maintenance shall be prorated among all Co-Owners in the Condominium Project. The Township shall bill such persons shown by the assessment records of the Township to be the owners of said lots at such time as the Township shall find convenient and expedient. The Township may add to the actual cost of repair or maintenance a sum not to exceed twenty-five percent (25%) thereof, to cover the

administrative costs associated with the undertaking. All costs not paid shall bear interest at the rate of three-quarters (3/4) of one percent (1%) per month until paid. The Township shall have a lien on the unit of the Co-Owner for unpaid costs. The lien may be enforced by the Township in the same manner as provided by law for enforcement of delinquent special assessments.

10. To the fullest extent permitted by law, the Condominium Association and its heirs, successors, personal representatives and assigns, agree to defend, pay on behalf of, indemnify, and hold harmless the Township, its elected and appointed officials, employees, and volunteers and others working on behalf of the Township against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against them, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arise out of or are in any way connected or associated with the private roads including the use thereof or the maintenance, repair, and/or replacement thereof.

ARTICLE VIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of not less than sixty six and two thirds (66 2/3%) percent of the co-owners and of the Unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. The Condominium Association shall not be terminated without the consent of the Township.

B. No Unit dimensions and appurtenant limited common elements may be modified without the consent of the co-owner of such Unit nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, any provisions relating to the ability or terms under which a co-owner may rent a Unit, be modified without the written consent of the co-owner of any Unit to which the same are appurtenant.

C. During the Sales Period, and up to one (1) year thereafter, the Developer may, without the consent of any co-owner or any other person, amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the Project, including, but not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant common elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan, and amendments which modify the number, size, style and/or location of Units or of any limited common element appurtenant to Units and other amendments at the

Developer's sole discretion so long as such amendment does 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. No Unit which is subject to a binding Purchase Agreement or has been sold shall be modified without the written consent of that Purchaser and their Mortgagee if any. If the amendment requires readjustment of the percentages of value for all Units the Developer shall compute that adjustment on the same basis as the original percentages of value were determined as set forth in Article V. 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 unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing, and they irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

D. 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 Article V, Section 6) of the Condominium By Laws.

E. This Master Deed shall not be amended without the written consent of the Developer so long as the Developer continues to offer any Unit in the Project for sale.

F. The Project may not be terminated, vacated, revoked or abandoned without the written consent of ninety-five (95%) percent of all co-owners and all mortgagees (allocating one vote for each mortgage held).

G. Any provision of the Condominium Documents to the contrary notwithstanding, no provision of the Condominium Documents that grants any right of approval or other right to the Township shall be amended or revoked without the consent of the Township.

H. No amendment to this Master Deed shall be effective unless and until it is recorded with the Oakland County Register of Deeds.

ARTICLE IX

TOWNSHIP OF MILFORD APPROVAL

For any and all proposed changes or modifications and/or termination of the Condominium or the Master Deed, Bylaws or Subdivision Plan, the Township of Milford shall be notified of any proposed changes in the shall have the right to approve or deny the changes as is appropriate and authorized pursuant to the requirements of the Township of Milford Zoning Ordinances.

ARTICLE X

ASSIGNMENT

Any or all of the rights and powers granted to or reserved for the Developer in the Condominium Documents or Bylaws, 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 Oakland County Register of Deeds.

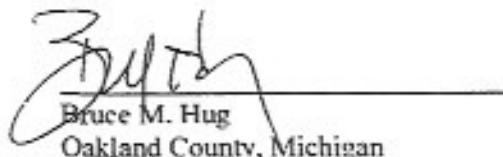
IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first written.

Stonecrest Land Development, LLC, a Michigan Limited Liability Company

By: 
Timothy Adams, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF)

On September 7, 2004, the foregoing Master Deed was acknowledged before me by **Timothy Adams**, as Member of **Stonecrest Land Development, LLC** with full authority to act on behalf of said entity.


Bruce M. Hug
Oakland County, Michigan
My Commission Expires: 9/16/2004
Acting in Oakland County

DRAFTED BY AND RETURN TO:

BRUCE M. HUG
Attorney and Counselor
2254 E. Highland Road
Highland, Michigan 48356
(248) 889-6333

which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). No Co-Owner shall in any way restrict access to or tamper with any sump pump, plumbing, waterline, waterline valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and it will have no responsibility for repairing, replacing or reinstalling any materials that are damaged in the course of gaining such access. Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof.

S. Developer hereby reserves the right to enter into agreements with the grantee of any Unit or Units (without the consent of grantees of other Units or adjoining or adjacent property) to deviate from any or all of the covenants set forth in this Article VI, provided there are unforeseen practical difficulties or particular hardships experienced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real estate in the Condominium.

T. The Association and the Unit owners and their respective contractors, agents, employees and persons otherwise working on behalf of or with the permission of the Association and/or Unit owners shall prohibit all disturbances of wetlands and drainage areas except as approved by the local and state governmental authorities having jurisdiction. The Association shall take all actions necessary to maintain the wetland areas in their natural condition or in such modified condition as has been approved by all local and state governmental authorities having jurisdiction and shall maintain the drainage areas so as to ensure their continued functioning as intended.

U. Reasonable rules and regulations consistent with the Act, the Master Deed and these By-Laws, concerning the use of the Common Elements may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules and regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than sixty-six and two-thirds percent (66 2/3%) percent of all Co-Owners in number and in value except that the Co-Owners may not revoke any regulation without the consent of the Developer until after the Sales Period.

V. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto, and any Limited or General Common Elements accessible from that Unit, from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements there or accessible therefrom. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-Owner to provide the Association a means of access of his Unit, any Limited Common Elements appurtenant thereto, or any General

Common Elements accessible from that Unit, during any period of absence. In the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto, or any General Common Elements accessible from that Unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access and the Co-Owner shall be responsible for the costs of obtaining such access. This provision in and of itself shall not be construed to permit access to the interiors of Units.

W. Reserved Rights of Developer.

1. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer and may continue to do so during the entire Construction and Sales Period.

2. Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful professional business Center for the benefit of the Co-owners and/or Lessees and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

A. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information on a schedule entitled "Mortgages" in a Book of Mortgages. The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written

notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

B. The Association shall, if requested to do so, notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage.

C. Upon written request submitted to the Association any holder of a first mortgage lien on any Unit in the Condominium Project shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3, if there are that many, non-developer Co-Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the non-developer Co-Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purposes of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-Owners and to aid the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-Owners.

ARTICLE IX

AMENDMENTS

A. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one third (1/3) or more in number of the members or by instrument in writing signed by them.

B. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association By-Laws.

C. Except as expressly limited in this Article, these By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than sixty-six and two thirds (66 2/3%) percent of all Co-Owners in number and in value. No consent of mortgagees shall be required to amend these By-Laws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

D. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon recording of such Amendment in the office of the Register of Deeds in the County where the Project is located. Without the prior written approval of all holders of first mortgage liens on any Unit in the Condominium Project, no amendment to these By-Laws shall become effective which involves any change, direct or indirect, in any provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

E. During the Sales Period, these By-Laws may be amended by the Developer without approval from any other person so long as any such amendment does not materially diminish the right of a Co-Owner or mortgagee.

F. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE X

COMPLIANCE

The Association of Co-Owners and all present or future Co-Owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium Project in any manner are subject to and shall comply with the Act, as amended, Master Deed, By-Laws, Articles of Incorporation of the Association, Rules and Regulations adopted by the Association, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XI

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these By-Laws are attached as an Exhibit or as set forth in the Act.

ARTICLE XII

REMEDIES FOR DEFAULT

A. Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

1. Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

2. In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-Owner be entitled to recover such attorney's fees.

3. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the removal and abatement.

4. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article II, Section 4 of the Association By-Laws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in said Article II, Section 4, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation or \$100.00 for any subsequent violation. Any continuing violation which has not been corrected one (1) week after appropriate notice has been given shall be considered a new violation, subject to an additional fine. No fines may be levied against the Developer during the Sales Period.

B. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provisions, covenant or condition in the future.

C. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XIII

JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these By-Laws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium. Any actions brought or defended in arbitration under Article III of these By-Laws shall be subject to the same restrictions that follow as to lawsuits. As provided in the Articles of Incorporation of the Association, the commencement of any action (other than one to enforce these By-Laws or collect delinquent assessments) shall require the approval of a majority of the Co-Owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any action the Association proposes to engage in, as well as the ongoing status of any actions actually filed by the Association or being defended against by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any action other than an action to enforce these By-Laws or to collect delinquent assessments. In any action which seeks damages in excess of One Thousand Dollars (\$1,000) from the Association and in which the Association intends to spend or does spend in excess of One Thousand Dollars (\$1,000) on attorney fees, costs or settlement, or any combination thereof, the Association shall comply with the following procedures and requirements.

A. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that an action be filed, and supervising and directing any actions or defenses that are filed.

B. Before any attorney is engaged for purposes of filing or defending any action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed action. In the

event that the Association needs to retain an attorney to file a timely answer or response to any action before there is time to call a litigation evaluation meeting, that retaining shall be conditioned on approval of the Co-Owners at the meeting as outlined above. The written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting and shall include the following information.

1. A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file the suit or defense and further certifying that:

- a. it is in the best interests of the Association to file a lawsuit or defend against it;
- b. that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement on behalf of the Association, without success;
- c. litigation is the only prudent, feasible and reasonable alternative; and
- d. the Board of Directors' proposed attorney for the proceeding is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

2. The litigation attorney's written estimate of the cost of the action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the action.

3. The litigation attorney's proposed written fee agreement.

4. The amount to be specially assessed against each Unit in the Project to fund the estimated cost of the action both in total and on a monthly per Unit basis, as required by this Article.

C. If the lawsuit relates to the condition of any of the Common Elements, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in any proceeding. The independent expert opinion will ensure that the Co-Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternative. The independent expert opinion shall be sent to all Co-Owners with the written notice of the litigation evaluation meeting.

D. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the legal proceedings. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners in the text of the Association's written notice to the Co-Owners of the litigation evaluation meeting.

E. At the litigation evaluation meeting the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed action or defense and whether the matter should be handled by the litigation attorney. The commencement of any action by the Association (other than a suit to enforce these By-Laws or collect delinquent assessments), or the retaining of an attorney to defend a claim in excess of One Thousand Dollars (\$1,000) or which is reasonable expected to result in expenses in excess of One Thousand Dollars (\$1,000), shall require the approval of two-thirds of the Co-Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

F. All legal fees incurred in pursuit of any action or in defense against any actions that is subject to this Article shall be paid by special assessment of the Co-Owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority of all Co-Owners for the amount of the estimated total cost of the action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of the value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected over a period not to exceed twenty-four (24) months.

G. During the course of any action authorized by the Co-Owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

1. The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").
2. All actions taken in the legal action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
3. A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.
4. The costs incurred in the action through the date of the written report, as compared to the attorney's estimated total cost of the action.

5. Whether the originally estimated total cost of the action remains accurate.

H. The Board of Directors shall meet monthly during the course of any proceeding to discuss and review:

1. the status of the litigation;
2. the status of settlement efforts, if any; and
3. the attorney's written report.

I. If at any time during the course of a proceeding, the Board of Directors determines that the originally estimated total cost of the proceeding or any revisions thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost. If the revised estimate exceeds the litigation special assessment previously approved by the Co-Owners, the Board of Directors shall call a special meeting of the Co-Owners to review the status of the litigation, and to allow the Co-Owners to vote on whether to continue the action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

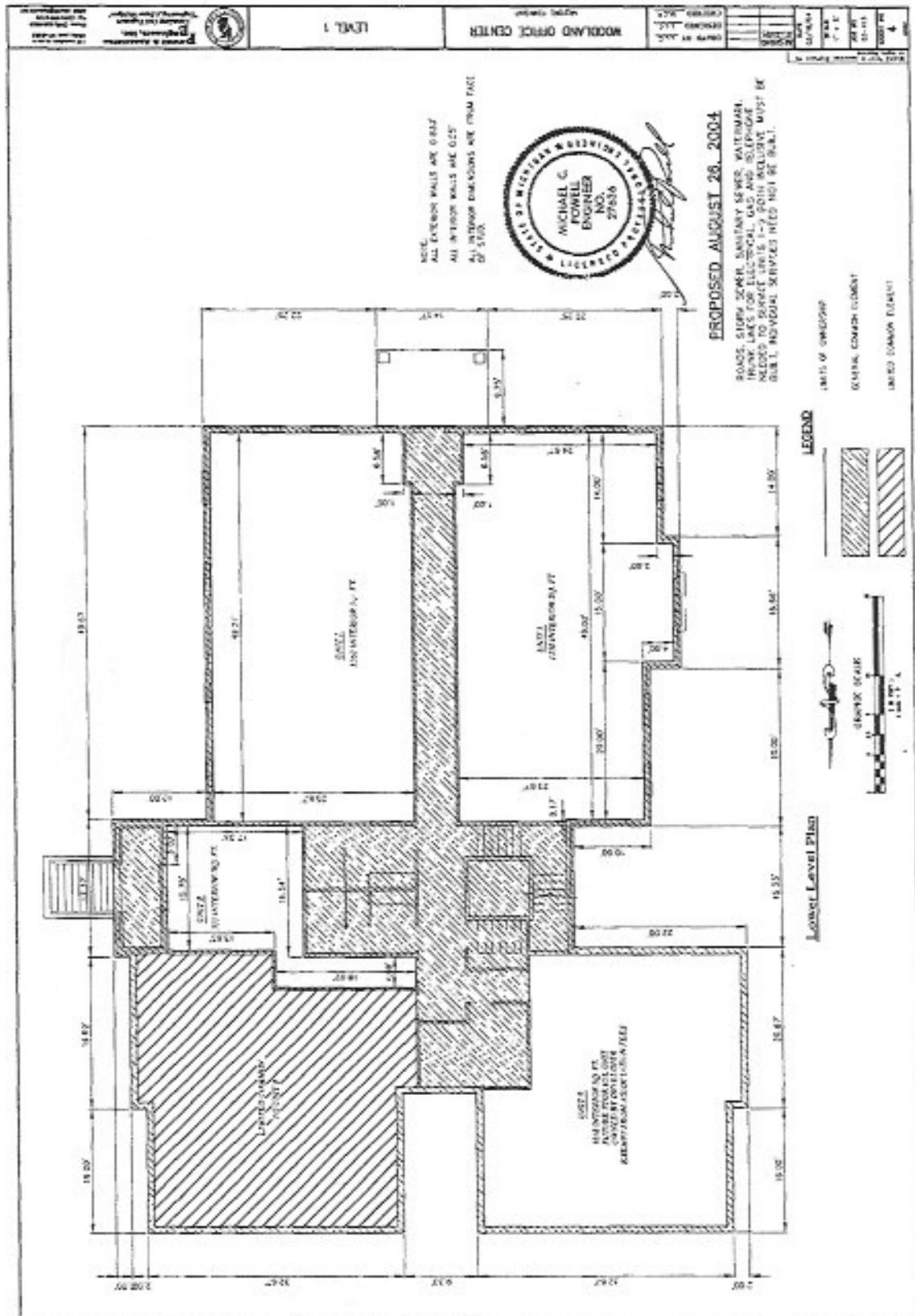
J. The attorneys' fees, court costs, expert witness fees and all other expenses of any legal proceeding ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each action subject to this Article shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE XIV

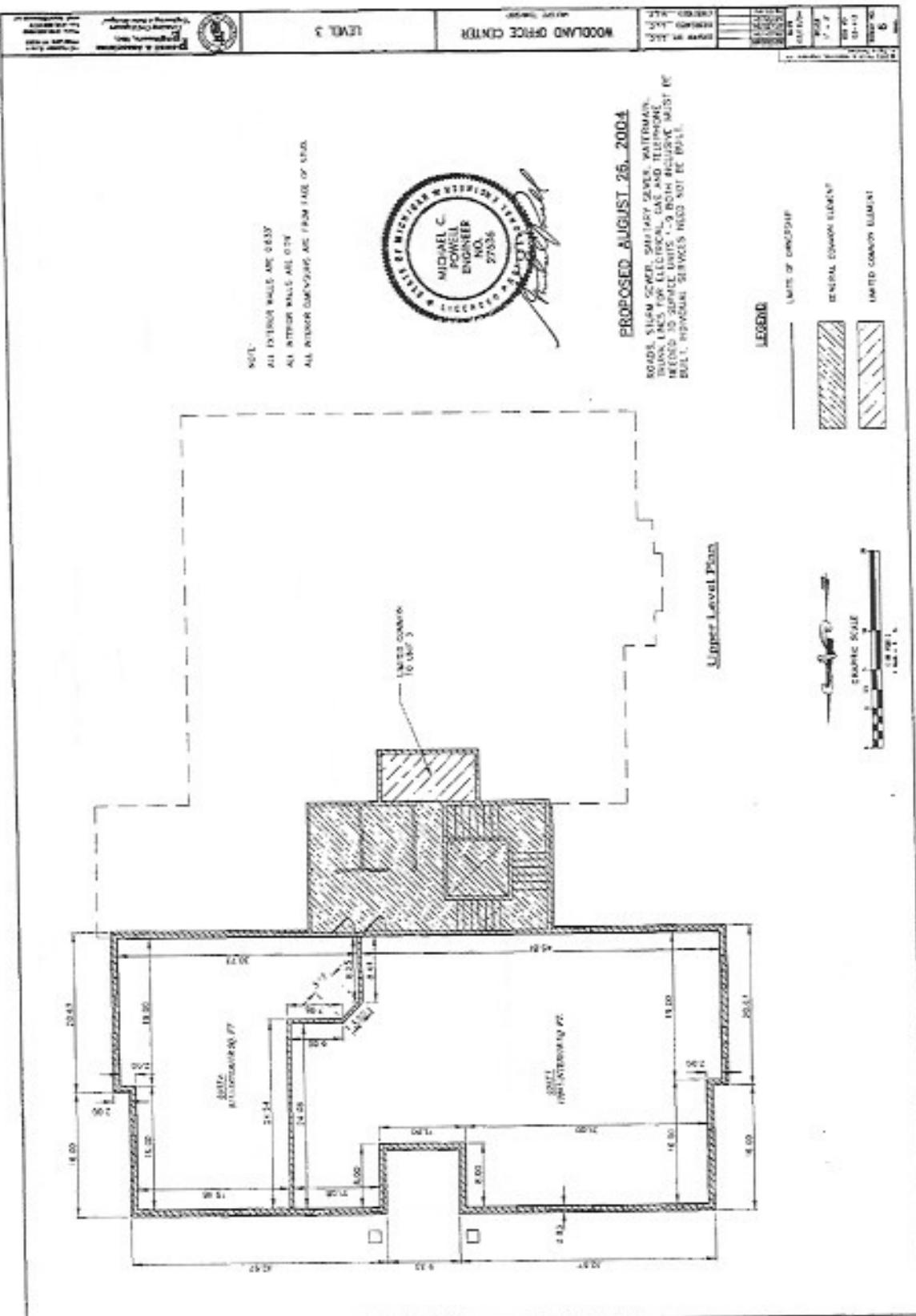
SEVERABILITY

In the event that any of the terms, provisions, or covenants of these By-Laws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

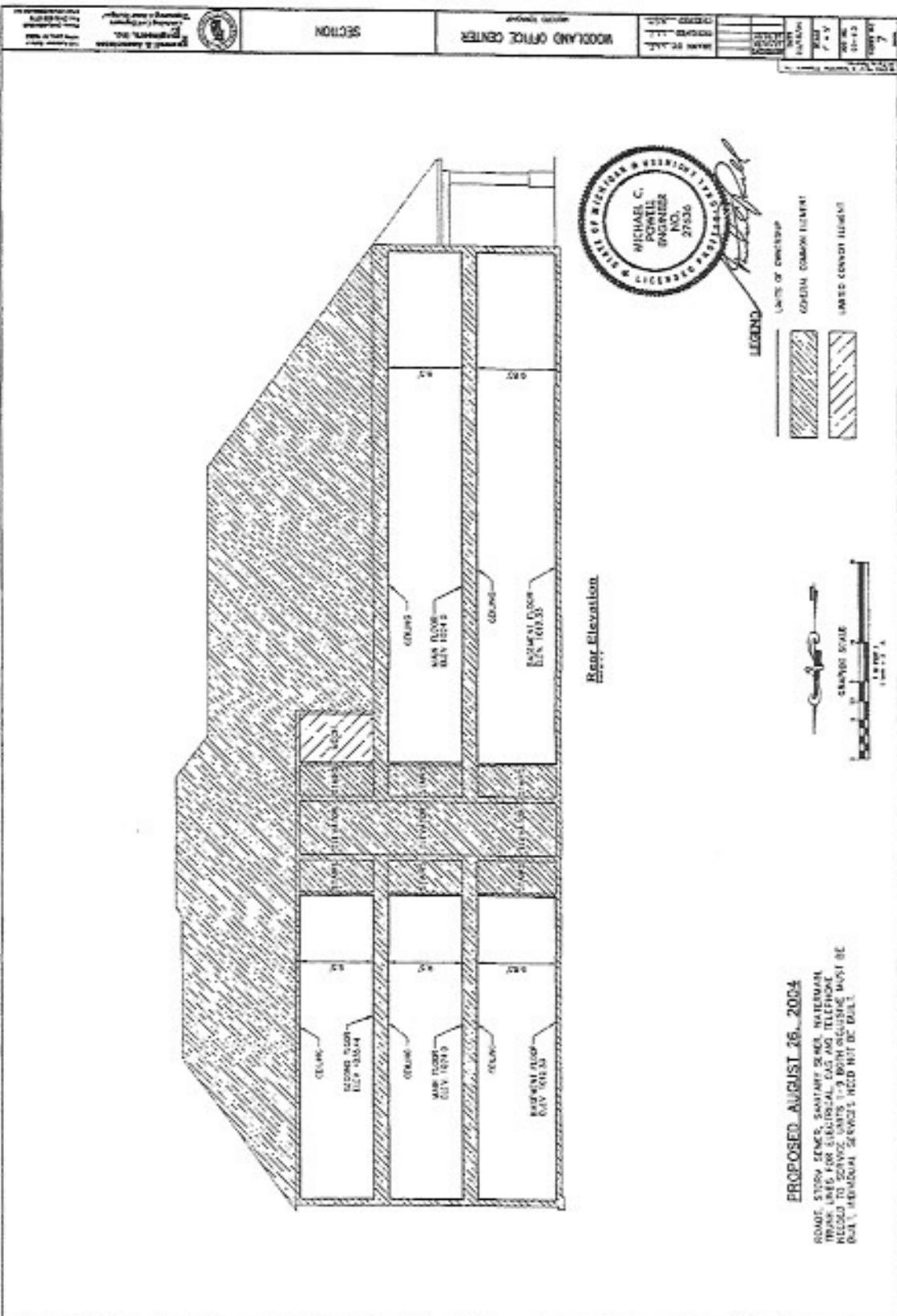
NOTES. *ALL NAMES AND THEIR APPROPRIATE LOCATIONS FOR WHICH SPACES ARE TO BE PROVIDED ARE UNDERLINED. THE TELEGRAPHIC LETTERS ARE TO BE PRINTED UPPERCASE WITH THE EXCEPTION OF THE LETTERS "I" AND "L" WHICH ARE TO BE PRINTED LOWERCASE. THE FIRST NAME AND THE SURNAME ARE TO BE SEPARATED BY A COMMA. THE NAME OF THE COMPANY IS TO BE PRINTED IN ALL CAPS. THE ADDRESS IS TO BE PRINTED IN ALL CAPS. THE CITY NAME IS TO BE PRINTED IN ALL CAPS. THE STATE IS TO BE PRINTED IN ALL CAPS. ALL NAMES STATED ARE PROPERLY MARKED OUT.*



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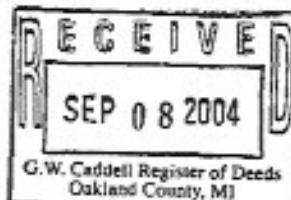
18 3987 33987

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument as appears by the records in the office
except as stated.

9-8-04
Leash
PATRICK M. DOHANY
PATRICK M. DOHANY, County Treasurer
Sec. 125, Act 206, 1893 as amended

LIBER 33987 PAGE 563

388550
LIBER 33987 PAGE 563
\$208.00 DEED - COMBINED
\$4.00 REMONUMENTATION
09/08/2004 01:55:42 P.M. RECEIPT# 109258
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS



MASTER DEED
WOODLAND OFFICE CENTER

Oakland County Condominium Plan Number 110510

THIS MASTER DEED is made and executed on September 7, 2004, by Stonecrest Land Development, LLC, a Michigan Limited Liability Company, hereinafter referred to as "Developer," whose address is 210 W. Highland Road, Highland, Michigan 48357 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978 as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated 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 Condominium Project under the provisions of the Act.

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

O.K. - MH

OK-G.K.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Woodland Office Center, Oakland County Condominium Subdivision Plan No. _____. The engineering plans for the Project were approved by and filed with the Township of Milford. The Project is established in accordance with the Act. The buildings and Units contained in the Project, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual Units for office/business 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 Project or a dedicated road. Each co-owner in the 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 Project as are designated by the Master Deed. Co-Owners shall have voting rights in Woodland Association, Inc. as set forth in the Condominium Bylaws of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install, or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan (Exhibit "B") as "need not be built."

ARTICLE II

LEGAL DESCRIPTION

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

A parcel of land being a part of the North fractional $\frac{1}{2}$ of Section 3, T2N, R7E, Township of Milford, Oakland County, Michigan, and being more particularly described as follows: commencing at the Northwest corner of Section 3, T2N, R7E, Oakland County, Michigan; thence proceeding along the North line of said Section 3, due East 2353.63 feet to a point on the nominal centerline of Milford Road; thence along said centerline South 12 degrees 40 minutes 00 seconds East 1023.80 feet to the point of beginning; thence North 77 degrees 20 minutes 00 seconds East 243.61 feet; thence South 12 degrees 40 minutes 00 seconds East 456.15 feet; thence North 89 degrees 41 minutes 19 seconds West 250.00 feet to a point on the nominal centerline of Milford Road; thence along said centerline North 12 degrees 40 minutes 00 seconds West 400.00 feet to the point of beginning. Containing 104.283 square feet (2.394 acres) of land.

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, Corporate By-Laws, and Rules and Regulations of Woodland Association, Inc., a Michigan non-profit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in "Woodland Office Center," as a Condominium. Wherever used in such documents or any other pertinent instruments, such term shall have that meaning as set forth in the Township of Milford Building Code or Zoning Ordinance. If no such definition exists the terms set forth below shall be defined as follows:

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

B. "Association" shall mean 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 Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association By-Laws" means the Corporate By-Laws of Woodland Association, Inc., the Michigan non-profit Corporation organized to manage, maintain and administer the Project.

D. "Basement" shall mean the portion of a building located partly underground but having less than half of its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

E. "Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel.

F. "Building, Accessory" means a subordinate building or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.

G. "Building Height" shall mean the vertical distance measured from the established ground level to the highest point of the roof surface in the case of a flat roof, to the deck line of a mansard roof, and to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip, or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

H. "By-Laws" or "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3 (4) of the Act to be recorded as part of the Master Deed.

I. "Cellar" means the portion of a building located partly or wholly underground and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

J. "Common Element" where used without modification shall mean both the General and Limited Common Elements described in Article IV hereof, which shall be included those portions of the Condominium Project other than a Condominium Unit.

K. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and Rules and Regulations, if any, of the Association.

L. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to "Woodland Office Center," as described above.

M. "Condominium Project," "Condominium" or "Project" means "Woodland Office Center" Condominiums as a Condominium Project established in conformity with the provisions of the Act.

N. "Condominium Subdivision Plan" means Exhibit "B" hereto.

O. "Construction and Sales Period" or "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.

P. "Co-owner" means a person, firm, corporation, partnership, association, trust, land contract vendee if the land contract so provides, other legal entity or any combination thereof who or which own one or more Units in the Project. The term "owner", wherever used, shall be synonymous with the term "co-owner."

Q. "Developer" shall mean Stonecrest Land Development, LLC, the party executing this Master Deed, and all heirs, successors and assigns, as the case may be.

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

S. "Natural Wood Conservation Areas" shall include all limited common areas, excluding the driveways and septic area to be determined, if any.

T. "Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long

as the Developer continues to construct, proposes to construct, or has the possibility of constructing any additional Units under the Documents.

U. "Storm Water Drainage System" means all facilities for storm water drainage detention and retention, located within the common elements of the Condominium or shown as easements within individual units, as shown on Exhibit B, and including all items described in Article IV.

V. "Story" means that portion of a building included between the surface of any floor and surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

W. "Township" means the Township of Milford. Where Township approval is required pursuant to the provisions of this Master Deed or the other Condominium Documents, it shall be granted through the governing authority of the Township of Milford.

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

Y. "Unit" means the enclosed space constituting a single complete Unit in Woodland Office Center as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Documents, constitute Common Elements.

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

ARTICLE IV

COMMON ELEMENTS

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

A. The General Common Elements are:

1. The land and beneficial easements described in Article II hereof, including driveways, roads, and walkways not identified as Limited Common Elements, if any; provided, however, that the Association or Developer may in its discretion assign General Common Element parking spaces to individual Co-Owners on an equitable basis, by amendment of the Master Deed

and the Condominium Subdivision Plans to depict the parking as a limited common element, other than that portion thereof described in Article V, Section A and Exhibit "B" hereto as constituting the Units and their appurtenant Limited Common Elements.

2. The driveways, roads, sidewalks, parking spaces and landscaping not contained within a Unit.

3. The signage located at the entrance of the Project, if any, and all other signage identifying the Project that may hereafter be installed by the Developer or the Association and landscaping in the Project not located within a Unit.

4. The electrical transmission system throughout the Project, up to the point of entry to each Unit, excluding the electrical meter for that Unit, excluding that portion located within each Unit, and excluding that portion belonging to any public utility serving the Condominium.

5. The gas distribution system throughout the Project, up to the point of entry to each Unit, excluding that portion located within each Unit, and excluding that portion belonging to any public utility serving the Condominium.

6. The telephone wiring networks throughout the Project, up to the point of entry to each Unit, excluding that portion located within each Unit, and excluding that portion belonging to any public utility serving the Condominium.

7. The cable television wiring network throughout the Project, up to the point of entry to each Unit, excluding that portion located within each Unit, and excluding that portion belonging to any public utility serving the Condominium.

8. The water well pump, if any, tank, if any, and water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit. All wells shall be drilled by a well driller licensed by the State of Michigan to a depth that will penetrate a minimum of a ten (10) foot protective clay barrier or be drilled to a depth of one hundred (100) feet if clay protection is not encountered. The wells shall be grouted the entire length of the casing. Maintenance and repair shall be the responsibility of the Association.

9. The water and waste disposal system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

10. The storm drainage system throughout the Project, except where it may be or become located on a dedicated road easement.

11. The foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein) roofs, ceilings, floor construction and chimneys.

12. 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 necessary to the existence, upkeep, and safety of the Project.

13. Some or all of the utility, telephone, and cable T.V. systems, if any, may be owned by the local public authority or by the company that is providing the respective service. Such systems, if and when constructed, shall be General Common Elements only to the extent of the Co-Owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest.

B. The Limited Common Elements are: There are no Limited Common Elements in the Project.

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

1. The Costs of decoration and maintenance of all Limited Common Element building surfaces shall be borne by the Co-Owners of each Unit to which such Limited Common Elements are appurtenant. The Association shall bear the costs of repair or replacement of these surfaces, except in cases of Co-Owner fault, in which case the Co-Owner shall be responsible for such costs. In the event of fire or casualty loss, the Association shall pay for repairs to all surfaces referred to above including redecorating.

2. The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same shall be borne by the co-owners of each Unit which such air conditioner compressor services.

3. The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows attached to a Unit and the costs thereof shall be borne by the Co-Owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

4. All costs of electricity and natural gas flowing through the meters servicing a Unit shall be borne by the Co-Owners of the Unit serviced by such meters. The cost of installation, maintenance, repair and replacement of any private sprinkling system installed by a Co-Owner with Association approval shall be borne by the Co-Owner of the Unit serviced thereby.

5. The costs of electricity for exterior lighting fixtures shall be metered by the individual electric meters of the Co-Owners to whose Units the same are respectively attached and shall be paid by such individual Co-Owners without reimbursement therefor from the Association. Said fixtures shall be maintained, repaired and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-Owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. Said

fixtures may operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and may remain lit at all times determined by the Association for lighting thereof.

6. The Association shall be responsible for maintaining all storm easements and drainage systems, street lighting, and signs, if any. The Association may also, if acting through its Board of Directors, undertake such repair and replacement procedures on the exterior of any structures constructed on the Unit as it deems necessary or appropriate to maintain the quality and character of the development.

7. 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 which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his Unit or the Common Elements. In the event that a Co-Owner does make an improvement to his Unit or brings something to his Unit which increases the maintenance on the common elements, that Co-Owner shall be responsible for paying the cost of that increase in maintenance costs.

8. A Condominium Unit is not separable from the limited common elements that pertaining to said Unit.

9. A Co-Owner shall not be exempt from assessment as provided in the Act by nonuse or waiver of the use of any of the general common elements or limited common elements or by abandonment of his Condominium Unit.

10. The cost of maintenance and repair of the general common elements and the limited common elements which shall not be a specifically assessed to the Condominium Unit shall be expenses of administration to be assessed in accordance with the Bylaws attached hereto as Exhibit "A".

11. If the Condominium Project is totally or partially damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as approved and provided by the Bylaws attached hereto as Exhibit "A".

12. Public utilities or the association furnishing services such as water, sewer, electricity, cable television and telephone to the Project shall have access to the common elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to reconstruct, repair or maintain such services shall be an expense of administration to be assessed in accordance with the Bylaws attached hereto as Exhibit "A".

13. Any areas identified as wetlands areas and natural wooded conservation areas shall be perpetually preserved in their undisturbed and natural condition. Trees located within the general and/or limited common elements which have been slated for preservation pursuant to agreement of the Township and Developer, may not be cut down, damaged or moved without prior written Township approval. No building or structures, or extension of any building or structure shall be constructed in such wetlands areas. No patios, decks, boardwalks or other such structures or

improvements shall be constructed in the wetland areas by a Co-Owner. No grass or other vegetation shall be planted in the wetlands, with the exception of plantings approved in advance, in writing, by the Township. There shall be no disturbance of the wetland areas, including: the depositing or permitting the depositing of fill material or other materials; the dredging, removal or permitting the removal of soil, materials, vegetation or other natural materials; the constructing, operating or maintaining any use or development; and/or draining water from any part or all of the wetlands, unless such activity is authorized by permit from the Township, the Michigan Department of Natural Resources or Michigan Department of Environmental Quality, and, if applicable the appropriate federal agency. In the event any person or entity shall fail to maintain the protective measures set forth in this subsection and/or violate this subsection, the Township shall be authorized to send a written notice to the Developer (during the Sales Period) and to the Association specifying the corrective action required in the Township's reasonable discretion in order to preserve, restore and protect the wetlands and natural wooded conservation areas, which notice shall specify a reasonable time in which such corrective action or actions must be completed. If the action specified in the notice has not been completed on a timely basis, following notice and an opportunity for the Developer (during the Sales Period) and the Association to be heard, the Township or an agent of the Township, may enter upon the Condominium premises and may undertake all necessary and corrective preservation and restoration actions, as determined in the Township's discretion. The cost of any such action or actions taken by the Township, or caused to be taken by the Township, plus an administrative fee equal to 25% of such costs, shall be paid by the Developer (during the Sales Period) and the Association, for which they shall be jointly and severally liable, and if not paid within 30 days following a billing to such parties, such amount shall become a lien on the Condominium premises to be collected by placing such amount on the next annual delinquent real property tax roll, pro rata, as to each Unit, to accrue interest and penalties, and to be collected in the manner provided by law for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against Developer (during the Sales Period) and the Association, and in such event, such parties shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit.

14. Developer (during the Sales Period) and the Association shall have the authority and responsibility, at its expense, to operate, maintain, repair, manage and improve the common elements in the Condominium, as well as all parks, open spaces, common landscaping, cul-de-sac landscaping, landscaped entry areas, signs and trees in accordance with the Township-approved Site Plans and all improvements and facilities within the common elements in accordance with the approved Site Plan and Engineering Plans for same, and to preserve and maintain all drainage, detention and storm water drainage facilities, improvements and easements so as to ensure that the same continue to function as designed and intended. The Developer (during the Sales Period) and the Association shall establish a regular and systematic program of maintenance of the elements, areas, improvements, landscaping and facilities described herein to ensure that the physical condition and the intended function of such elements, areas, improvements, landscaping and facilities shall be perpetually preserved and maintained. In the event that the Developer (during the Sales Period) or the Association shall at any time fail to carry out the responsibilities specified herein, and/or in the event of a failure to maintain, repair, replace and preserve such trees, elements, areas, improvements, landscaping or facilities as required, and/or in the event of a failure to preserve, repair, replace or maintain such elements, areas, landscaping, trees, improvements or facilities in

reasonable order and condition, the Township may serve written notice upon the Association (and the Developer during the Sales Period) setting forth the deficiencies in maintenance, repair, replacement and/or preservation. The notice shall also set forth the demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place of a hearing before the Township Board or such other board, body, or official delegated by the Township Board, for the purpose of allowing the Association and/or Developer to be heard as to why the Township should not proceed with the maintenance, repairs, replacement and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies, and a hearing itself, may be extended and/or continued to date certain. If, following the hearing, the Township Board, or the other board, body, or official designated to conduct the hearing, shall determine that the maintenance, repair, replacement and/or preservation have not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Condominium premises, or cause its agents or contractors to enter upon the Condominium premises, or any easement area benefitting and serving the Condominium property, and perform such maintenance, repairs, replacement and/or preservation as reasonably found by the Township to be appropriate. The cost and expense of making and financing such maintenance, repairs, replacement and/or preservation, including, without limitation, the cost of notices by the Township and reasonable legal fees incurred by the Township, plus an administrative fee in the amount of 25% of the total of all such costs and expenses incurred, shall be paid by the Association (and the Developer during the Sales Period), and such amount shall constitute a lien on any equal pro rata basis as to all of the Units on the Condominium premises. The Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Association (and the Developer during the Sales Period), all unpaid amounts may be placed on the delinquent tax roll of the Township, to pro rata, as to each Unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against Developer and/or against the Association, and the party (including either or both the Association and the Developer) shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit.

15. The costs of maintenance, repair and replacement of the storm drains and storm water drainage facilities, including, without limitation, any detention basin and drainage easements shall be borne by the Condominium Association. In the event that the Condominium Association fails to provide adequate maintenance, repair or replacement of the storm drains, the Township may serve written notice of such failure upon the Condominium Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair or replacement and the costs thereof plus a twenty-five percent (25%) administrative fee may be assessed against the Co-Owners and collected as a special assessment on the next annual Township tax roll.

16. The roadways as shown on the condominium subdivision plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Condominium Association. It is the Condominium Association's responsibility to

inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. In the event that the Condominium Association fails to provide adequate maintenance, repair, or replacement of the herein mentioned roadways, the Township may serve written notice of such failure upon the Condominium Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus a twenty-five percent (25%) administrative fee may be assessed against the Co-Owners and collected as a special assessment on the next annual Township tax roll.

17. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required in the first instance to be borne by a Co-Owner shall be charged to the affected Co-Owner or Co-Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium By-Laws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines unless necessitated by the act or neglect of any Co-Owner, their guest, invitee, family member or pet, in which case the Co-Owner shall be responsible.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Woodland Office Center as prepared by Powell & Associates Engineers, Inc., Registered Land Surveyor and Professional Engineer, and attached hereto as Exhibit "B."

B. Each Unit shall include, with respect of the floors of the Units other than crawl spaces all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on foundation plans on Exhibit "B" have been or will be physically measured by Powell & Associates Engineers, Inc., Registered Land Surveyor and Professional Engineer; building elevations are shown in detail in architectural plans and specifications on file with the Township of Milford Building Department.

C. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative sizes of the Units with the resulting percentages reasonably adjusted to total precisely one hundred (100%) percent. The percentage of value assigned to each Unit shall be determinative of such 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 expenses of the administration and the value of such co-owner's vote at meeting of the

Association of co-owners. The total value of the Project is 100%. The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly recorded, except as provided in Article VI and VII hereof.

D. Set forth below are:

1. Each Unit number as it appears on the Condominium Subdivision Plan.
2. The percentage of value assigned to each Unit.

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage of Value Assigned</u>
1	1,250	12%
2	1,262	12%
3	3,171	29%
4	1,129	10%
5	1,131	10%
6	2,550	24%
7	355	3%
Total	10,848	100%

E. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit B, as it may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person. Further, the Developer may, in connection with any such amendment, readjust percentage of value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method of original determination of percentages of value for the Project. 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 unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing Units which developer or its successor may determine necessary in conjunction with such amendment or amendments. All such Co-Owners, mortgagees and their successors appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other Documents necessary to effectuate the foregoing.

ARTICLE VI

CONVERTIBLE AREAS

A. Designation of Convertible Areas For Modification of Units and Common Elements. The Units are convertible areas within which the individual Units and the General Common Elements may be modified as provided herein.

B. The Developer's Right to Modify Units. Developer reserves the right, during a period ending no later than six (6) years from the date of recording this Master Deed, to modify the size, number or location of individual Units.

C. Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each of the Units resulting from such consolidation shall be separately identified by number and the percentage of value as set forth in Article VI hereof for the Unit or Units consolidated or as to which boundaries are relocated, shall be proportionately allocated to the new Condominium Units resulting 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 percentage 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" as may be necessary to adequately describe the Units of the Condominium Project as sole consolidated. 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 a re-recording the entire Master Deed or the Exhibits hereto.

ARTICLE VII

EASEMENTS AND RESTRICTIONS

A. Easement for Maintenance of Encroachments. 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, too, through and over those portions of the land, structures, buildings, and improvements, and walls (including interior Unit walls), for the continuing maintenance and repair of all utilities and Common

Elements in the Project. There shall exist easements of support with respect to any Unit interior wall supports a Common Element.

B. Easements Retained by Developer.

1. Roadway Easements. The Developer reserves for itself, its successors and assigns, the power to convey and dedicate any roads in the Project to the public for all public road purposes. Developer also reserves the right to grant easements for utilities to appropriate government agencies and/or public utility companies and to transfer title of utilities to governmental agencies or utility companies. Private rights of the Developer, Co-Owners, mortgagees and Association in any road right-of-way or utilities, conveyed or dedicated, shall terminate upon such conveyance or dedication, to the appropriate public road agency for public road purposes, or to the appropriate utility company or government agency. Such dedication or conveyance shall be reflected by an appropriate amendment to the Master Deed and Subdivision Plan and recorded in the Oakland County Register of Deeds Office. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time, shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to effectuate the foregoing. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel. All expenses of maintenance, repair, replacement, and resurfacing of any road referred to in this Article shall be borne by the Association.

2. Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium premises, including, but not limited to, water, gas, storm, and sanitary sewer mains. In the event Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

C. Grant of Easements by Association.

1. 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 Project; subject, however, to the approval of the Developer so long as the Sales Period has not expired. No easements created under the Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

2. The intent of this provision is to avoid any problems associated with roads and/or utilities required for the overall benefit of all Co-Owners which could be interfered with by the refusal of a single Co-Owner whose undivided interest in these common elements could be interpreted to allow the non-conveyance of a property interest that is for the benefit of all. Notice

requirements of such dedication actions by the Association shall be strictly complied with. Certified mail notice would be required to all Co-Owners before any such action is taken to assure that the Association has full advisory input from the Co-Owners before any actions are undertaken.

3. Upon an affirmative vote of not less than fifty-one (51%) percent of all Co-Owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan Statutes for improvements of roads within or adjacent to the Premises. In the event that a special assessment road improvement Project is established pursuant to applicable Michigan law, the collective costs assessable to the Premises as a whole shall be borne by the Co-Owners prorata according to their percentages of value as specified in Article V hereof.

D. Easements for Construction, Maintenance, Repair and Replacement.

1. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents, or by law.

2. The Developer, the Association and all Co-Owners shall have a right and easement of use for surface water accumulation in and to the proposed drainage easements set forth on Exhibit "B," and hereby covenants for itself, its heirs and assigns continuation of the rights to the use of the land for drainage easements. It shall be the responsibility of the Condominium Association to maintain said drainage easements and perform all operations necessary to keep them in the condition required for the use intended. The drainage easements shall be used for no other purpose than storm water run-off from said described parcel until such time that the Township may determine that there is no further need for this facility.

E. Easements for Governmental Access and Indemnification of Township.

Notwithstanding any other provision contained in this Master Deed, the following easements, licenses, rights and privileges are granted to the Township of Milford and its officers, employees and agents with respect to the Project. These easements, licenses, rights and privileges shall not be modified or rescinded without the express written permission of the Township of Milford.

1. The Township of Milford, its officers, employees and agents are granted a permanent non-exclusive easement for the unrestricted use of all roads, walkways or pathways, utility easements, Common Elements and Limited Common Elements for the purpose of ingress, egress, inspection for public purposes, access to utility easements, including but not limited to water, sanitary sewer, storm water sewer, electric, gas and communications easements.

2. The Township of Milford, its officers, employees and agents are granted a permanent non-exclusive easement over, under and across all roads, walkways, pathways, utility easements, Common Elements and Limited Common Elements for the purpose of construction.

extension, relocation, maintenance, repair, replacement and removal of utilities, including but not limited to water, sanitary sewer, storm water sewer, electric, gas and communications utilities.

3. The Township of Milford, its officers, employees and agents are granted a non-exclusive easement over Common Elements, Limited Common Elements and Units, for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Project and Co-Owner thereof.

4. The Township, its officers, employees and agents are granted a non-exclusive easement over the common elements, limited common elements and units, to the extent necessary, to install, maintain, repair, replace or remove machinery or equipment connected to the public sewer system or public water system, including, but not limited to, grinder pumps and valves. The Township shall have the right to sell, assign, transfer and convey this easement to any other governmental unit.

5. No Co-Owner in the Condominium shall build or convey to others the permission to build any permanent structures on the easements granted to the Township hereunder.

6. No Co-Owner in the Condominium shall build or place on the area covered by these easements any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually, or threaten to, impair, obstruct, or adversely affect the rights of the Township under the foregoing easements.

7. All Co-Owners in the Condominium release the Township and its successors, assigns and transferees, from any and all claims or damages in any way arising from, or incident to, the construction and maintenance of the easements granted to the Township hereunder or otherwise arising from, or incident to, the exercise by the Township of its rights under the foregoing easements, and all Co-Owners covenant not to sue the Township for any such damages.

8. The Developer, prior to relinquishing control to the Condominium Association, and the Condominium Association thereafter, shall be empowered and obligated to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under and across the Condominium Project for construction of utilities, ingress and egress, or such other purposes as may be deemed necessary by the Township, without the consent of individual Co-Owners. This reservation of power includes the right to amend this Master Deed if necessary for the purposes set forth in this provision.

9. The Township shall have the right, but not the obligation, to repair and maintain all easements in the Condominium Project. If it is necessary for the Township to repair or maintain any easement within the Condominium Project, the costs of repair or maintenance shall be prorated among all Co-Owners in the Condominium Project. The Township shall bill such persons shown by the assessment records of the Township to be the owners of said lots at such time as the Township shall find convenient and expedient. The Township may add to the actual cost of repair or maintenance a sum not to exceed twenty-five percent (25%) thereof, to cover the

administrative costs associated with the undertaking. All costs not paid shall bear interest at the rate of three-quarters (3/4) of one percent (1%) per month until paid. The Township shall have a lien on the unit of the Co-Owner for unpaid costs. The lien may be enforced by the Township in the same manner as provided by law for enforcement of delinquent special assessments.

10. To the fullest extent permitted by law, the Condominium Association and its heirs, successors, personal representatives and assigns, agree to defend, pay on behalf of, indemnify, and hold harmless the Township, its elected and appointed officials, employees, and volunteers and others working on behalf of the Township against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against them, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arise out of or are in any way connected or associated with the private roads including the use thereof or the maintenance, repair, and/or replacement thereof.

ARTICLE VIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of not less than sixty six and two thirds (66 2/3%) percent of the co-owners and of the Unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. The Condominium Association shall not be terminated without the consent of the Township.

B. No Unit dimensions and appurtenant limited common elements may be modified without the consent of the co-owner of such Unit nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, any provisions relating to the ability or terms under which a co-owner may rent a Unit, be modified without the written consent of the co-owner of any Unit to which the same are appurtenant.

C. During the Sales Period, and up to one (1) year thereafter, the Developer may, without the consent of any co-owner or any other person, amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the Project, including, but not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant common elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan, and amendments which modify the number, size, style and/or location of Units or of any limited common element appurtenant to Units and other amendments at the

Developer's sole discretion so long as such amendment does 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. No Unit which is subject to a binding Purchase Agreement or has been sold shall be modified without the written consent of that Purchaser and their Mortgagee if any. If the amendment requires readjustment of the percentages of value for all Units the Developer shall compute that adjustment on the same basis as the original percentages of value were determined as set forth in Article V. 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 unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing, and they irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

D. 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 Article V, Section 6) of the Condominium By Laws.

E. This Master Deed shall not be amended without the written consent of the Developer so long as the Developer continues to offer any Unit in the Project for sale.

F. The Project may not be terminated, vacated, revoked or abandoned without the written consent of ninety-five (95%) percent of all co-owners and all mortgagees (allocating one vote for each mortgage held).

G. Any provision of the Condominium Documents to the contrary notwithstanding, no provision of the Condominium Documents that grants any right of approval or other right to the Township shall be amended or revoked without the consent of the Township.

H. No amendment to this Master Deed shall be effective unless and until it is recorded with the Oakland County Register of Deeds.

ARTICLE IX

TOWNSHIP OF MILFORD APPROVAL

For any and all proposed changes or modifications and/or termination of the Condominium or the Master Deed, Bylaws or Subdivision Plan, the Township of Milford shall be notified of any proposed changes in the shall have the right to approve or deny the changes as is appropriate and authorized pursuant to the requirements of the Township of Milford Zoning Ordinances.

ARTICLE X

ASSIGNMENT

Any or all of the rights and powers granted to or reserved for the Developer in the Condominium Documents or Bylaws, 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 Oakland County Register of Deeds.

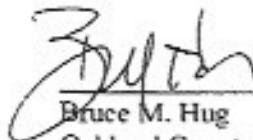
IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first written.

Stonecrest Land Development, LLC, a Michigan Limited Liability Company

By: 
Timothy Adams, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF)

On September 7, 2004, the foregoing Master Deed was acknowledged before me by Timothy Adams, as Member of Stonecrest Land Development, LLC with full authority to act on behalf of said entity.


Bruce M. Hug
Oakland County, Michigan
My Commission Expires: 9/16/2004
Acting in Oakland County

DRAFTED BY AND RETURN TO:

BRUCE M. HUG
Attorney and Counselor
2254 E. Highland Road
Highland, Michigan 48356
(248) 889-6333

which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). No Co-Owner shall in any way restrict access to or tamper with any sump pump, plumbing, waterline, waterline valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and it will have no responsibility for repairing, replacing or reinstalling any materials that are damaged in the course of gaining such access. Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof.

S. Developer hereby reserves the right to enter into agreements with the grantee of any Unit or Units (without the consent of grantees of other Units or adjoining or adjacent property) to deviate from any or all of the covenants set forth in this Article VI, provided there are unforeseen practical difficulties or particular hardships experienced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real estate in the Condominium.

T. The Association and the Unit owners and their respective contractors, agents, employees and persons otherwise working on behalf of or with the permission of the Association and/or Unit owners shall prohibit all disturbances of wetlands and drainage areas except as approved by the local and state governmental authorities having jurisdiction. The Association shall take all actions necessary to maintain the wetland areas in their natural condition or in such modified condition as has been approved by all local and state governmental authorities having jurisdiction and shall maintain the drainage areas so as to ensure their continued functioning as intended.

U. Reasonable rules and regulations consistent with the Act, the Master Deed and these By-Laws, concerning the use of the Common Elements may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules and regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than sixty-six and two-thirds percent (66 2/3%) percent of all Co-Owners in number and in value except that the Co-Owners may not revoke any regulation without the consent of the Developer until after the Sales Period.

V. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto, and any Limited or General Common Elements accessible from that Unit, from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements there or accessible therefrom. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-Owner to provide the Association a means of access of his Unit, any Limited Common Elements appurtenant thereto, or any General

Common Elements accessible from that Unit, during any period of absence. In the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto, or any General Common Elements accessible from that Unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access and the Co-Owner shall be responsible for the costs of obtaining such access. This provision in and of itself shall not be construed to permit access to the interiors of Units.

W. Reserved Rights of Developer.

1. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer and may continue to do so during the entire Construction and Sales Period.

2. Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful professional business Center for the benefit of the Co-owners and/or Lessees and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

A. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information on a schedule entitled "Mortgages" in a Book of Mortgages. The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written

notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

B. The Association shall, if requested to do so, notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage.

C. Upon written request submitted to the Association any holder of a first mortgage lien on any Unit in the Condominium Project shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3, if there are that many, non-developer Co-Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the non-developer Co-Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purposes of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-Owners and to aid the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-Owners.

ARTICLE IX

AMENDMENTS

A. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one third (1/3) or more in number of the members or by instrument in writing signed by them.

B. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association By-Laws.

C. Except as expressly limited in this Article, these By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than sixty-six and two thirds (66 2/3%) percent of all Co-Owners in number and in value. No consent of mortgagees shall be required to amend these By-Laws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

D. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon recording of such Amendment in the office of the Register of Deeds in the County where the Project is located. Without the prior written approval of all holders of first mortgage liens on any Unit in the Condominium Project, no amendment to these By-Laws shall become effective which involves any change, direct or indirect, in any provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

E. During the Sales Period, these By-Laws may be amended by the Developer without approval from any other person so long as any such amendment does not materially diminish the right of a Co-Owner or mortgagee.

F. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE X

COMPLIANCE

The Association of Co-Owners and all present or future Co-Owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium Project in any manner are subject to and shall comply with the Act, as amended, Master Deed, By-Laws, Articles of Incorporation of the Association, Rules and Regulations adopted by the Association, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XI

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these By-Laws are attached as an Exhibit or as set forth in the Act.

ARTICLE XII

REMEDIES FOR DEFAULT

A. Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

1. Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

2. In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-Owner be entitled to recover such attorney's fees.

3. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the removal and abatement.

4. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article II, Section 4 of the Association By-Laws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in said Article II, Section 4, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation or \$100.00 for any subsequent violation. Any continuing violation which has not been corrected one (1) week after appropriate notice has been given shall be considered a new violation, subject to an additional fine. No fines may be levied against the Developer during the Sales Period.

B. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provisions, covenant or condition in the future.

C. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XIII

JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these By-Laws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium. Any actions brought or defended in arbitration under Article III of these By-Laws shall be subject to the same restrictions that follow as to lawsuits. As provided in the Articles of Incorporation of the Association, the commencement of any action (other than one to enforce these By-Laws or collect delinquent assessments) shall require the approval of a majority of the Co-Owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any action the Association proposes to engage in, as well as the ongoing status of any actions actually filed by the Association or being defended against by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any action other than an action to enforce these By-Laws or to collect delinquent assessments. In any action which seeks damages in excess of One Thousand Dollars (\$1,000) from the Association and in which the Association intends to spend or does spend in excess of One Thousand Dollars (\$1,000) on attorney fees, costs or settlement, or any combination thereof, the Association shall comply with the following procedures and requirements.

A. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that an action be filed, and supervising and directing any actions or defenses that are filed.

B. Before any attorney is engaged for purposes of filing or defending any action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed action. In the

event that the Association needs to retain an attorney to file a timely answer or response to any action before there is time to call a litigation evaluation meeting, that retaining shall be conditioned on approval of the Co-Owners at the meeting as outlined above. The written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting and shall include the following information.

1. A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file the suit or defense and further certifying that:

a. it is in the best interests of the Association to file a lawsuit or defend against it;

b. that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement on behalf of the Association, without success;

c. litigation is the only prudent, feasible and reasonable alternative; and

d. the Board of Directors' proposed attorney for the proceeding is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

2. The litigation attorney's written estimate of the cost of the action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the action.

3. The litigation attorney's proposed written fee agreement.

4. The amount to be specially assessed against each Unit in the Project to fund the estimated cost of the action both in total and on a monthly per Unit basis, as required by this Article.

C. If the lawsuit relates to the condition of any of the Common Elements, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in any proceeding. The independent expert opinion will ensure that the Co-Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternative. The independent expert opinion shall be sent to all Co-Owners with the written notice of the litigation evaluation meeting.

D. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the legal proceedings. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners in the text of the Association's written notice to the Co-Owners of the litigation evaluation meeting.

E. At the litigation evaluation meeting the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed action or defense and whether the matter should be handled by the litigation attorney. The commencement of any action by the Association (other than a suit to enforce these By-Laws or collect delinquent assessments), or the retaining of an attorney to defend a claim in excess of One Thousand Dollars (\$1,000) or which is reasonable expected to result in expenses in excess of One Thousand Dollars (\$1,000), shall require the approval of two-thirds of the Co-Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

F. All legal fees incurred in pursuit of any action or in defense against any actions that is subject to this Article shall be paid by special assessment of the Co-Owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority of all Co-Owners for the amount of the estimated total cost of the action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of the value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected over a period not to exceed twenty-four (24) months.

G. During the course of any action authorized by the Co-Owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

1. The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").
2. All actions taken in the legal action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
3. A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.
4. The costs incurred in the action through the date of the written report, as compared to the attorney's estimated total cost of the action.

5. Whether the originally estimated total cost of the action remains accurate.

H. The Board of Directors shall meet monthly during the course of any proceeding to discuss and review:

1. the status of the litigation;
2. the status of settlement efforts, if any; and
3. the attorney's written report.

I. If at any time during the course of a proceeding, the Board of Directors determines that the originally estimated total cost of the proceeding or any revisions thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost. If the revised estimate exceeds the litigation special assessment previously approved by the Co-Owners, the Board of Directors shall call a special meeting of the Co-Owners to review the status of the litigation, and to allow the Co-Owners to vote on whether to continue the action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

J. The attorneys' fees, court costs, expert witness fees and all other expenses of any legal proceeding ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each action subject to this Article shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

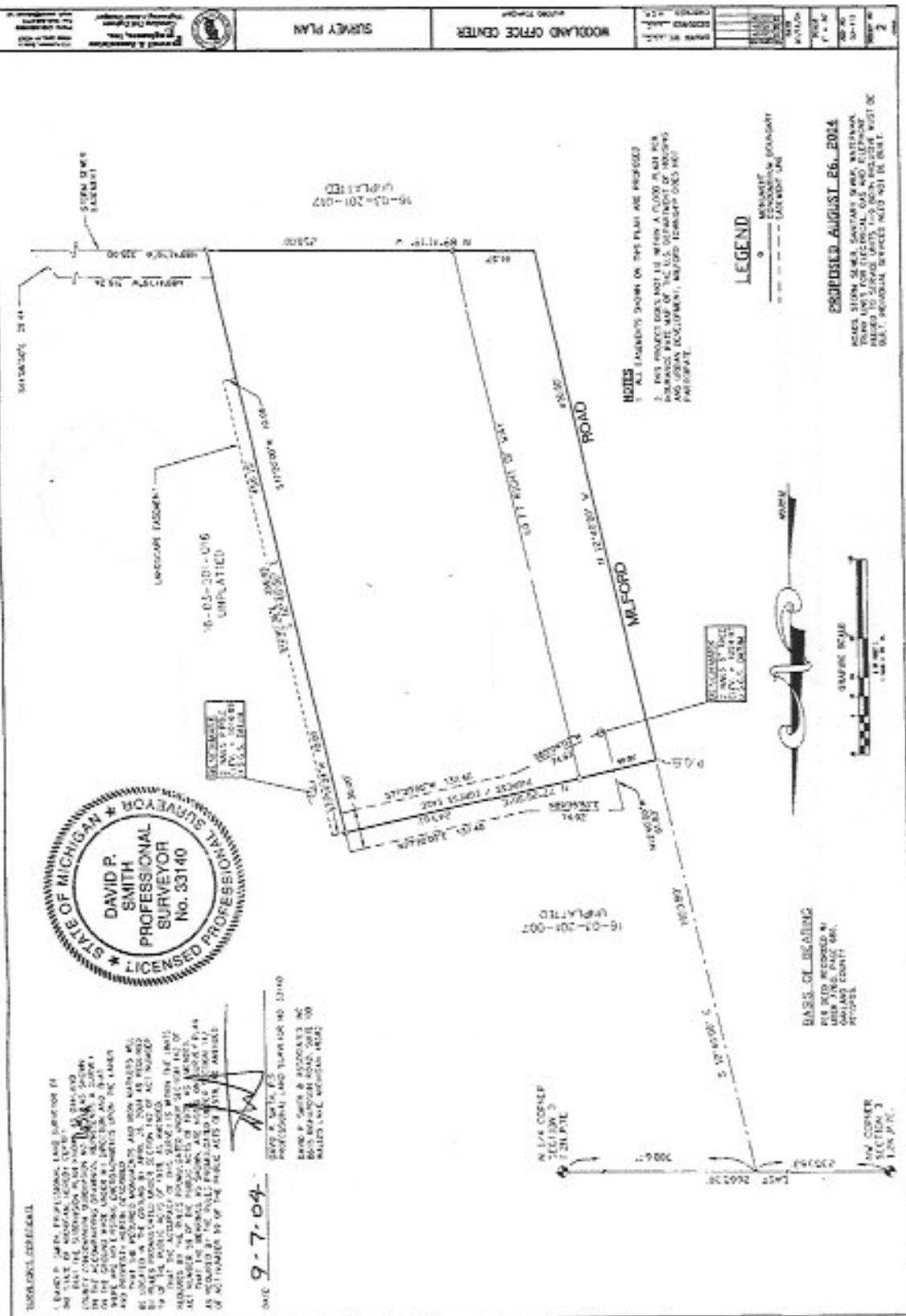
ARTICLE XIV

SEVERABILITY

In the event that any of the terms, provisions, or covenants of these By-Laws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

PROPERTY DESCRIPTION

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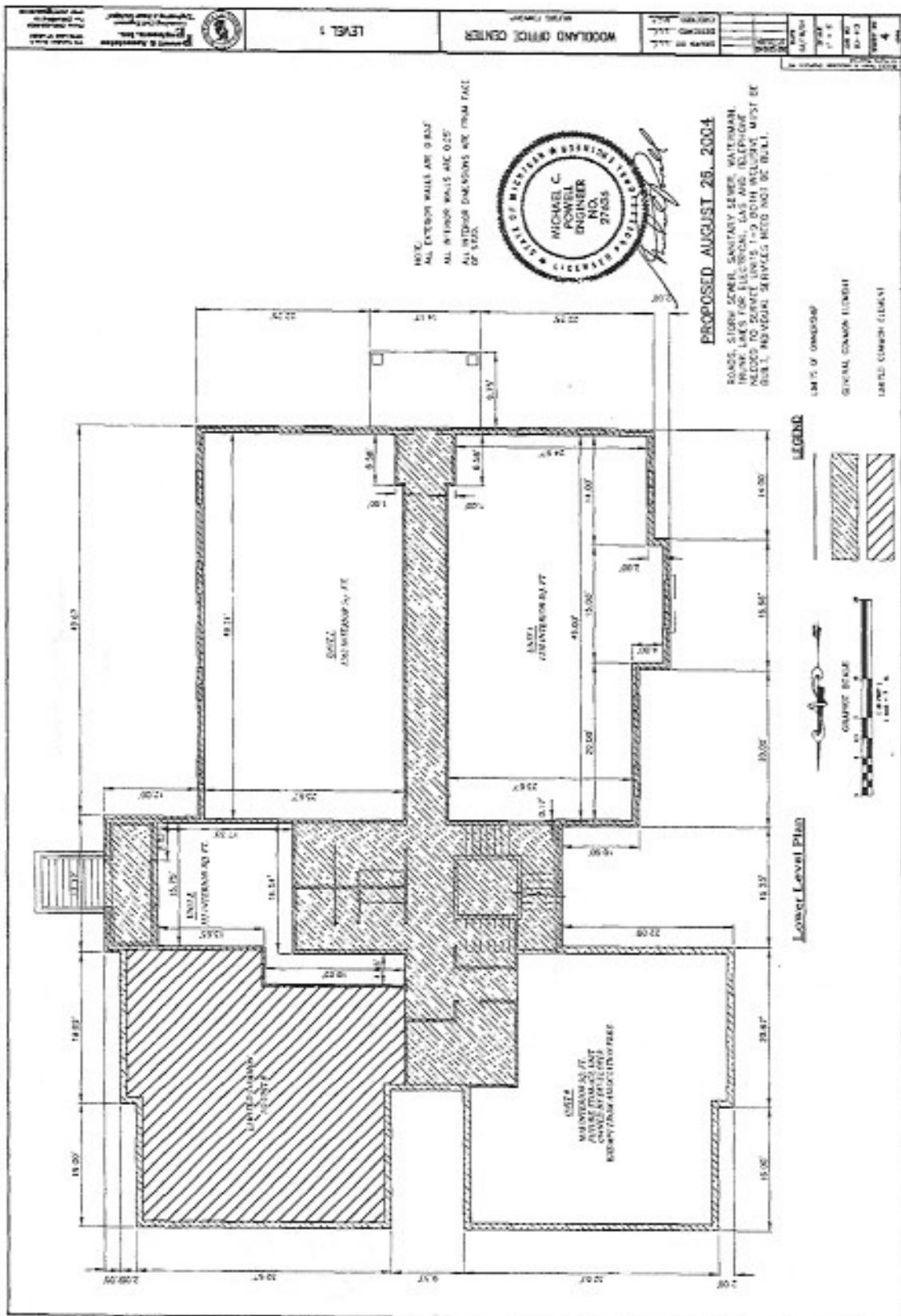


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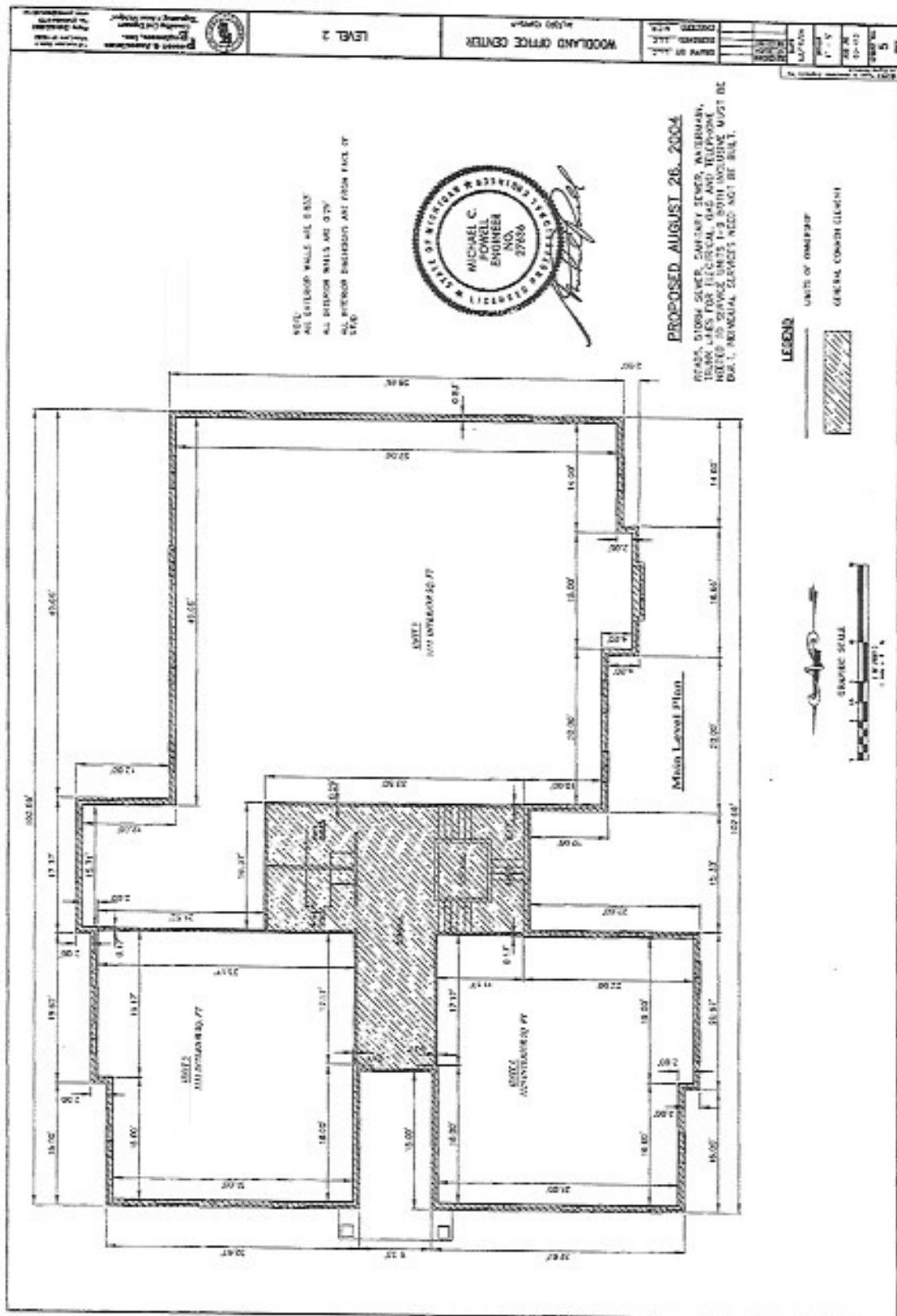
NOTES.—
1. ARRANGEMENTS MADE IN THIS APPENDIX ARE SIMPLY
FOR USE UPON SIGHT.
2. FULLER'S LAW, ETC., IS AN ESTIMATE AND SHOULD
NOT BE CLOUTED, ETC.
3. ALL USES AND EXPENDITURES ARE TO BE PLACED AND
OF THE SPENDING IS TO BE MADE AS SOON AS POSSIBLE.
4. ALL EXPENDITURES ARE TO BE MADE AS SOON AS POSSIBLE.
5. ALL EXPENDITURES ARE TO BE MADE AS SOON AS POSSIBLE.

UNIT 5 SPOT

LIBRARY 33987 9614



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LIBRARY 33987 1969

100%
ALL EXTERIOR WALLS ARE CERAMIC
ALL INTERIOR WALLS ARE 1/2" V
ALL INTERIOR CEILINGS ARE 1/2" GYPSUM



PROPOSED AUGUST 26, 2004

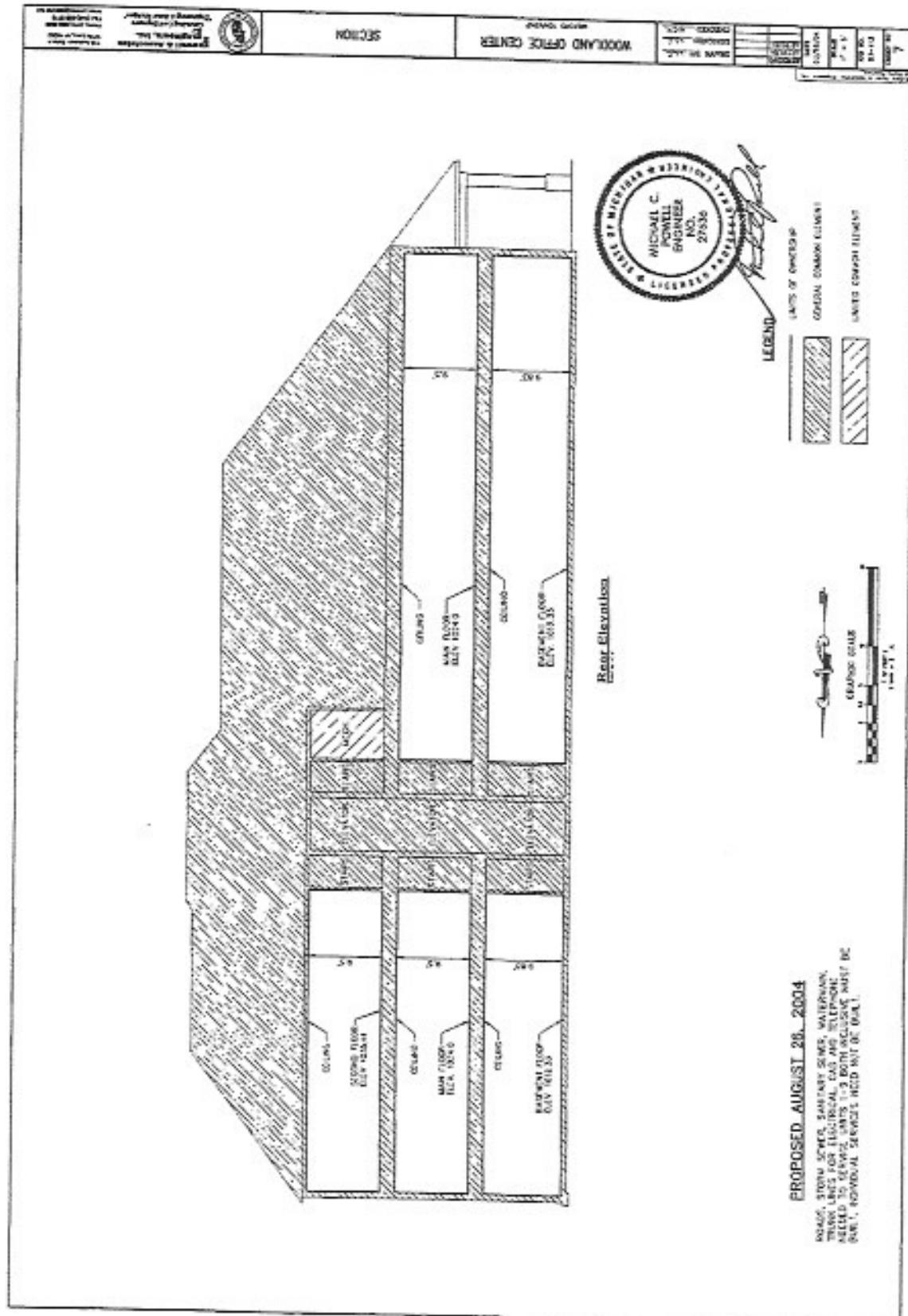
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