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STATE OF MICHIGAN - MONROE COUNTY
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RECEIPT# 75701, STATION 1
\$236.00 MASTER DEED



LIBER 2964

PAGE 742

MASTER DEED

COURTYARDS OF DUNDEE

(Act 59, Public Acts of 1978, As Amended)

THIS MASTER DEED is made and executed on this 13th day of June, 2005, by COURTYARDS OF DUNDEE LLC, a Michigan limited liability company, whose mailing address is P.O. Box 6391, Plymouth, Michigan 48170, hereinafter referred to as the "Developer," in pursuance of the provisions of the Michigan Condominium Act as amended (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the Village of Dundee, County of Monroe, Michigan, and more particularly described as follows:

Part of the Southeast 1/4 of Section 14, T6S, R6E, Dundee Township, Monroe County, Michigan, beginning at a point S89°21'58"E, a distance of 137.37 feet, and N00°54'57"E, a distance of 507.62 feet from the south quarter corner of Section 14; thence N 00°54'57"E, a distance of 879.96 feet; thence N89°59'09"E, a distance of 1102.75 feet; thence S00°54'33"W, a distance of 879.95 feet; thence S89°59'09"W, a distance of 1102.86 feet to the Point of Beginning. The above described parcel contains 22.274 acres more or less. Parcel subject to the rights of the public over the North 35 feet more or less taken for road purposes and subject to easements and restrictions of record if any.

WHEREAS, the Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit "A"

Tax Code #: 58-42.014.015.01 (2004 Parent)
CUR# 2167 WOL

1588

236.00



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, together with the improvements located and to be located thereon and the appurtenances thereto, as a Condominium under the provisions of the Act.

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

ARTICLE I

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 in limitation, the Articles of Incorporation and corporate By-Laws and Rules and Regulations of the Courtyards of Dundee Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of or transfer of interests in Courtyards of Dundee as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

2. "Association" means Courtyards of Dundee Association, the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Condominium. 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.



3. "Association By-Laws" means the corporate By-Laws of Courtyards of Dundee Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

4. "Common elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

5. "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(8) of the Act to be recorded as part of the Master Deed.

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

7. "Condominium" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Courtyards of Dundee as a condominium project established in conformity with the provisions of the Act.

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

9. "Construction and sales period" means, for the purposes of the Condominium documents and the rights reserved to the Developer thereunder, 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.

10. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one (1) or more units in the Condominium. The term "owner," wherever used, shall be synonymous with the term "co-owner." "Co-owner" shall also include a land contract vendee, and both the land contract vendor and vendee shall have joint and several responsibility for assessments by the Association.

11. "Developer" means Courtyards of Dundee LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns.

12. "First annual meeting" means the initial meeting at which nondeveloper co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting (a) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (b) must be held within (i) fifty-



four (54) months from the date of the first unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first.

13. "Mortgagee" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage on an individual condominium unit in Courtyards of Dundee.

14. "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.

15. "Unit" means the space constituting a single complete condominium unit in Courtyards of Dundee, as such space may be described in Exhibit "B" hereto.

Whenever any reference herein is made to one (1) 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 II

TITLE OF CONDOMINIUM

The Condominium shall be known as Courtyards of Dundee, Monroe County Condominium Subdivision Plan No. 64. The architectural plans for the Condominium were approved by the Village of Dundee, Monroe County, State of Michigan. The Condominium is established in accordance with the Act.

ARTICLE III

NATURE OF CONDOMINIUM

1. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and area of each condominium unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium.

2. Each co-owner in the Condominium shall have an exclusive right to his condominium unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium as are designated by this Master Deed.



3. No co-owner shall use his condominium unit or the common elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his condominium unit or the common elements.

ARTICLE IV

COMMON ELEMENTS

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

1. The general common elements are:
 - a. The land described in page one hereof, including private roads, open space, common sidewalks, and parking spaces not designated as limited common elements.
 - b. The electrical wiring network throughout the Condominium up to, but not including, the electric meter for each unit.
 - c. The natural gas line network throughout the Condominium up to, but not including, the gas meter for each unit.
 - d. The telephone, telecommunication and television wiring networks throughout the Condominium up to, but not including, connections to provide service to individual units.
 - e. The plumbing network throughout the Condominium up to, but not including, the water meter for each unit.
 - f. The water distribution system, sanitary sewer system and storm drainage system throughout the Condominium.
 - g. The foundations, supporting columns, unit perimeter walls (including windows, doors and heating ducts therein), roofs, ceilings, floor construction on each unit level, garage floors, and chimneys, if any.
 - h. Such other elements of the Condominium not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.
 - i. Easements for all of the aforementioned utility systems that are provided by or for the benefit of third parties are



hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" hereto.

Some or all of the utility lines (including mains and service leads) and equipment described in Article IV, paragraphs 1b, c, d, e, and f may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment 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, if any.

2. The limited common elements are:

- a. Certain parking spaces are appurtenant to certain units as limited common elements as designated in Exhibit "B" attached hereto with numbers which correspond to the unit to which such parking spaces respectively appertain.
- b. Each individual driveway, porch and adjacent sidewalk in the Condominium is restricted in use to the co-owner of the unit which opens into such driveway, porch and adjacent sidewalk, as shown on Exhibit "B" hereto.
- c. Each individual deck or patio in the Condominium is restricted in use to the co-owner of the unit which opens into such deck or patio as shown on Exhibit "B" hereto. Not all deck or patio areas may be presently fully dimensioned and designated in Exhibit "B" hereto, it being the right of the Developer to redesignate and redimension such deck or patio areas in a subsequent recording of an amended Exhibit "B," such right of amendment being hereby reserved solely unto the Developer without the necessity of consent or of execution by any other person interested in the Condominium, whether as an owner, mortgagee or otherwise.
- d. Each individual exterior air conditioner compressor and the pad upon which it sits shall be restricted in use to the co-owner of the unit to which it is connected.
- e. Water meter rooms in each building shall be limited in use to the co-owners of the units in each respective building.
- f. The interior surfaces of unit perimeter walls (including windows and doors therein), fireplaces, ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.



3. The respective responsibilities for the insurance, maintenance, decoration, repair, and replacement of the common elements are as follows:

a. The cost of maintenance, repair and replacement of the limited common elements described in Article IV, paragraph 2d above shall be borne by the co-owner of the unit to which such limited common elements respectively appertain; provided, however, that any patio area consisting primarily of lawn area shall be mowed by the Association and any fences between decks or patios installed by the Developer or the Association shall be maintained, repaired and replaced by the Association.

b. The cost of maintenance, repair and replacement of the doors (including garage doors), window glass, screens, and that portion of the window frame attached to the glass referred to in Article IV, paragraph 1g, and any other expense not covered by insurance provided by the Association, such as the deductible amount of the insurance coverage, shall be borne by the co-owner of the unit in which such general common elements are located.

c. The cost of insurance, maintenance, repair, and replacement of all other general and limited common elements described above shall be borne by the Association unless such maintenance, repair and replacement is necessitated by co-owner fault (which shall include actions by guests, agents, invitees, tenants, family members, or pets), in which case the co-owner at fault shall bear such costs as exceed any insurance proceeds, including any deductible amount. The cost of decoration (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV, paragraph 2f shall be borne by the co-owner of each unit to which such surfaces are appurtenant.

d. The cost of maintaining, repairing and replacing the water heater, garage door opener, internal unit plumbing, dishwasher, refrigerator, stove, oven, garbage disposal, heating and air conditioning equipment, lighting fixtures, and other items servicing a unit that are not common elements, whether or not they are within the unit they service, shall be the sole responsibility of the co-owner whose unit is serviced by such items.

e. The individual co-owners shall be responsible for the cost and installation of bulbs within the light fixtures at the front and back of their respective units, although the fixtures themselves shall be maintained by the Association.

f. In the event a co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the construction and



sales period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such common elements, all at the expense of the co-owner of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any co-owner, shall be assessed against such co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

4. Subject to any prior governmental approvals, co-owners of adjacent units may make the following changes to said units at their own expense, subject to architectural approval, required to protect the structural integrity of the building, of the Association Board of Directors:

a. Doorways and other such openings as are permitted by Section 47 of the Act, may be opened between adjacent units and such passageways shall become appurtenant to said units.

b. The co-owner or co-owners making any such change shall reimburse the Association for the cost of preparation and recording of any necessary amendment to the Master Deed and several co-owners making such changes may join together in one amendment.

5. Until the Developer has sold all of the units in the Condominium, it may, in its discretion, (a) modify the dimensions of unsold units, the general common elements and limited common elements appurtenant to any unit, by enlargement, combination, division or reduction in size and (b) make such structural alterations as it deems necessary or appropriate to any unsold units or common elements. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any unit sold by Developer which adjoins or is proximate to the modified unit. All space in the Condominium, since it is or could be affected by such a modification or structural alteration, is hereby designated as "convertible areas," whether or not so designated on the Condominium Subdivision Plan attached hereto as Exhibit "B." Such space may be



converted, in the Developer's sole discretion, into portions of a unit, general common elements or limited common elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person. No unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed and irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Each unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of Courtyards of Dundee as surveyed by David Arthur Consultants, Inc., a Michigan corporation, and attached hereto as Exhibit "B." Each unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on foundation plans in Exhibit "B" have been physically measured by David Arthur Consultants, Inc. In the event that the dimensions on the measured foundation plan of any specific unit differ from the dimensions on the typical foundation plan for such unit shown in Exhibit "B," then the typical upper plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured foundation plan. The architectural plans and specifications for the Condominium have been filed with the Village of Dundee.

2. The percentage of value assigned to each unit in this two hundred thirty-eight (238) unit condominium is set forth in subparagraph 3 below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the common elements, proceeds and expenses of administration and the value of such co-owner's vote at meetings of the Association. The percentage of value assigned to each unit is based upon the fraction of the square footage of floor space contained in said unit (as is set forth on Exhibit "B") to the total square footage of floor space in all units in the Condominium. The total value of the Condominium is one hundred percent (100%).



3. Set forth below are:

a. Each condominium unit number as it appears on the Condominium Subdivision Plan.

b. The percentage of value assigned to each condominium unit.

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	0.330
2	0.330
3	0.330
4	0.330
5	0.330
6	0.330
7	0.330
8	0.330
9	0.330
10	0.330
11	0.330
12	0.330
13	0.330
14	0.330
15	0.330
16	0.330
17	0.330
18	0.330
19	0.330
20	0.330
21	0.330
22	0.330
23	0.330
24	0.330
25	0.330
26	0.330
27	0.330
28	0.330
29	0.330
30	0.330
31	0.330
32	0.330
33	0.330
34	0.330
35	0.330
36	0.330
37	0.330
38	0.330



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Unit NumberPercentage of
Value Assigned

39	0.330
40	0.330
41	0.330
42	0.330
43	0.330
44	0.330
45	0.330
46	0.330
47	0.330
48	0.330
49	0.330
50	0.330
51	0.330
52	0.330
53	0.330
54	0.471
55	0.471
56	0.471
57	0.471
58	0.471
59	0.471
60	0.471
61	0.471
62	0.471
63	0.471
64	0.471
65	0.471
66	0.471
67	0.471
68	0.471
69	0.471
70	0.471
71	0.471
72	0.471
73	0.471
74	0.471
75	0.471
76	0.471
77	0.471
78	0.505
79	0.505
80	0.505
81	0.505
82	0.505
83	0.505
84	0.505



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Unit NumberPercentage of
Value Assigned

85	0.505
86	0.505
87	0.505
88	0.505
89	0.505
90	0.505
91	0.505
92	0.505
93	0.505
94	0.505
95	0.505
96	0.505
97	0.505
98	0.505
99	0.505
101	0.505
102	0.505
103	0.505
104	0.505
105	0.505
106	0.505
107	0.505
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111	0.505
112	0.505
113	0.505
114	0.505
115	0.505
116	0.505
117	0.505
118	0.505
119	0.505
120	0.505
121	0.505
122	0.505
123	0.505
124	0.505
125	0.505
126	0.505
127	0.505
128	0.505
129	0.505
130	0.505
131	0.505



<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
132	0.505
133	0.505
134	0.505
135	0.505
136	0.505
137	0.505
138	0.505
139	0.505
140	0.505
141	0.505
142	0.505
143	0.505
144	0.471
145	0.471
146	0.471
147	0.471
148	0.471
149	0.471
150	0.471
151	0.471
152	0.471
153	0.471
154	0.471
155	0.471
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157	0.471
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159	0.471
160	0.471
161	0.471
162	0.471
163	0.471
164	0.471
165	0.471
166	0.471
167	0.471
168	0.330
169	0.330
170	0.330
171	0.330
172	0.330
173	0.330
174	0.330
175	0.330
176	0.330
177	0.330



<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
178	0.330
179	0.330
180	0.330
181	0.330
182	0.330
183	0.330
184	0.330
185	0.330
186	0.330
187	0.330
188	0.330
189	0.330
190	0.330
191	0.330
192	0.330
193	0.330
194	0.330
195	0.330
196	0.330
197	0.330
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201	0.330
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207	0.330
208	0.330
209	0.330
210	0.330
211	0.330
212	0.330
213	0.330
214	0.330
215	0.330
216	0.330
217	0.330
218	0.330
219	0.330
220	0.330
221	0.505
222	0.505
223	0.505



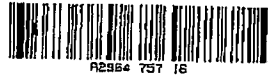
<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
224	0.505
225	0.505
226	0.505
227	0.505
228	0.505
229	0.505
230	0.505
231	0.505
232	0.505
233	0.505
234	0.505
235	0.505
236	0.505
237	0.505
238	0.505
	<u>100.00%</u>

ARTICLE VI

RIGHTS OF MORTGAGEES

Notwithstanding any other provision in this Master Deed or the Condominium By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holders of first mortgages on at least two-thirds (2/3) of the condominium unit of record:

1. A first mortgagee, at its request, is entitled to written notification from the Association of any default by the co-owner of such condominium unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.
2. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Condominium documents and shall be free to sell or lease such unit without regard to any such provision.
3. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.



4. Unless at least two-thirds (2/3) of the co-owners and of the first mortgagees, pursuant to Section 90a of the Act, have given their prior written approval, the Association shall not be entitled to:

a. by act or omission seek to abandon or terminate the Condominium (in which event eighty percent (80%) of the co-owners and the first mortgagees must give their approval);

b. change the pro rata interest or obligations of any condominium unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each unit in the common elements;

c. partition or subdivide any condominium unit;

d. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; and

e. use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the Condominium.

5. Each first mortgagee has the right to examine the books and records of the Association and the Condominium.

6. No co-owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to co-owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

7. Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' written notice any time thereafter without cause or payment of a termination fee.

8. Notwithstanding anything provided hereinabove to the contrary, in the event of a vote for an amendment to the Condominium



documents, any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

ARTICLE VII

DAMAGE TO CONDOMINIUM

In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A."

ARTICLE VIII

EASEMENTS

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 easements to, through and over those portions of the land, structures, buildings, improvements, floors, and walls (including interior unit floors and walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium as originally constructed by the Developer and for interior access to limited common element water meter rooms to read the water meters and to general common element water shut-off valves that provide water to the common elements. There shall exist easements of support with respect to any unit interior wall which supports a common element. The Developer and/or the Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Condominium for utility, roadway or safety purposes.

ARTICLE IX

CONTRACTION OF CONDOMINIUM

1. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium consisting of two hundred thirty-eight (238) units on the land described on page 1 hereof, all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium consisting of fewer units than described above and to withdraw from the Condominium all or some portion of the following described land:

Being part of the Southeast 1/4 of Section 14, T6S, R6E, Village of Dundee, Monroe County, Michigan. Beginning S89°21'58"E, 317.37 feet and N00°54'57"E, 247.02 feet from the South 1/4 corner of



said Section; thence continuing N00°54'57"E, 1140.56 feet; thence N89°59'09"E, 1102.75 feet; thence S00°54'33"W, 879.95 feet; thence S89°59'09"W, 878.59 feet; thence S41°13'59"W, 346.56 feet to the Point of Beginning. Said parcel including a dedicated permanent drainage easement as recorded in Liber 2187, Page 963, and including a ten foot public utility easement as recorded in Liber 1899, Page 232, Monroe County Records. The above parcel described contains 22.946 acres more or less. Parcel subject to the rights of the public over the North 35 feet more or less, and Helle Blvd. (70 foot wide) taken for road purposes and subject to easements and restrictions of record, if any,

(hereinafter referred to as "contractible area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of units in this Condominium may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of units be less than one hundred seven (107).

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

3. The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all private roads and common walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the real property described in Article IX, or any portion or portions thereof.

4. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the real property described in Article IX, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the land described in page one of the Master Deed; provided, however, that the effect of such tap-in, tie-in, extension, and enlargement privileges shall not unduly burden the existing utility lines as determined by the appropriate governmental authorities. In the event the Developer, its successors and assigns, utilizes, taps,



ties into, extends, or enlarges any utilities located on the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium to as near its original state as possible immediately prior to such utilization, tapping, tying-in, extension, or enlargement.

ARTICLE X

AMENDMENT OR TERMINATION

Except as provided in preceding paragraphs as set forth above, the Condominium shall not be terminated or any of the provisions of this Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

1. The Condominium documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or materially impair the security of a mortgagee, as defined in Section 90a of the Act. The Developer, for itself and for the Association (acting through a majority of its Board of Directors), hereby expressly reserves the right to amend the Condominium documents for such a purpose. Amendments modifying the types and sizes of unsold units and their appurtenant common elements, showing minor architectural variances and modifications to a unit, contracting the amount of land and number of units in the project, correcting survey or other errors made in the Condominium documents, changes required by the Village of Dundee or any other public authority having jurisdiction over the Condominium, changes deemed necessary to comply with or include provisions permitted by the Act, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, and any other agency of the Federal government or the State of Michigan, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages, shall be examples of amendments which do not materially alter or change the rights of a co-owner or mortgagee.

2. If there is no co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

3. If there is a co-owner other than the Developer, then the Condominium shall be terminated only by the agreement of the Developer,



eighty percent (80%) of the unaffiliated co-owners of condominium units to which all of the votes in the Association appertain and the mortgagees of two-thirds (2/3) of the first mortgages covering the condominium units. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the termination.

4. Agreement of the required majority of co-owners and mortgagees to the termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

5. Upon recordation of an instrument terminating a Condominium, the property constituting the Condominium shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.

6. Upon recordation of an instrument terminating a Condominium, any rights the co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.

7. The Condominium documents may be amended for a proper purpose, other than as set forth in this Article, even if the amendment will materially alter or change the rights of the co-owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned); but only as is required in accordance with Section 90a of the Act, and co-owners of the individual condominium units. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without his consent and that of his mortgagee. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of co-owners is considered two-thirds (2/3) of all co-owners entitled to vote as of the record date for such votes.

8. The Condominium documents may not be amended, so as to affect the site plan for the Condominium approved by the Village of Dundee, without the advance written approval of the Village of Dundee, and no provision in the Condominium documents which specifically applies to or grants rights to the Village of Dundee may be released, changed,



modified, or amended without the advance written approval of the Village of Dundee.

9. A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment to the Condominium documents except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

10. A Master Deed amendment dealing with the addition, withdrawal or modification of units or other physical characteristics of the Condominium shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the Condominium.

11. During the construction and sales period, this Master Deed, and all Exhibits attached hereto, shall not be amended without the written consent of the Developer.

COURTYARDS OF DUNDEE LLC, Developer
By: R. Cook Properties-Courtyards
of Dundee, Inc., Member

By: Ronald E. Cook
Ronald E. Cook, President

STATE OF MICHIGAN, COUNTY OF WAYNE

On June 13, 2005, Ronald E. Cook appeared before me, and stated under oath that he is the President of R. Cook Properties-Courtyards of Dundee, Inc., a Michigan corporation, and that this document was signed on behalf of the corporation, by authority of its board of directors, and he acknowledged this document to be the free act and deed of the corporation, as a member of Courtyards of Dundee LLC, a Michigan limited liability company, by authority of its Operating Agreement.

KAREN E. WITTICH
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES 04/20/2008

Karen E. Wittich
Karen E. Wittich, Notary Public
Oakland County, Michigan
Acting in Wayne County
My commission expires: 10/20/05

This document was prepared by
and when recorded return to:
Karl R. Frankena
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