

SHEFFIELD SQUARE CONDOMINIUM II

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STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division
(517) 373-0485
Corporation Division
(517) 373-0498
Condominium Section
(517) 373-4078

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

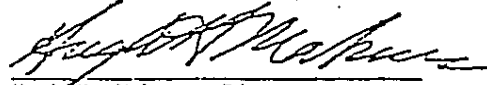
CONDITIONAL PERMIT TO SELL

In re: Application of Gordon Grossman Building Company, 32840 West Eight Mile Road, Farmington, Michigan, 48024, Developer, for a Conditional Permit To Sell order for SHEFFIELD SQUARE CONDOMINIUM II, Bassett Drive, Saline, Washtenaw County, Michigan. (Our File #76-38).

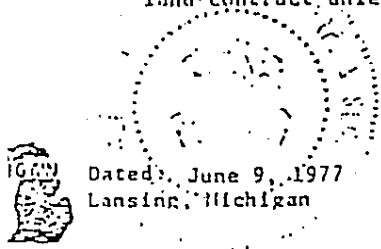
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1. Application having been duly made and examined, and
2. A Certificate of Approval of Master Deed having been entered on May 6, 1977, in Liber 1597, Page 31, and recorded on June 7, 1977, and the Master Deed having been recorded on June 7, 1977, in Liber 1597, Pages 1 through 30 in the Washtenaw County Register of Deeds.
3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
 - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
 - (c) That no unit be conveyed until an occupancy permit has been received.
 - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
 - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE
Richard K. Helmbrecht, Director

By 
Hugh H. Makens, Director
Corporation & Securities Bureau

Dated: June 9, 1977
Lansing, Michigan



Corporation & Securities Bureau
Michigan Department of Commerce
Lansing, Michigan 48224

HUGH H. MAKENS, DIRECTOR



WILLIAM G. MILLIKEN, Governor

Securities Division
(313) 373-6485
Corporation Division
(313) 373-6434
Condominium Section
(313) 373-4076

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

CERTIFICATE OF APPROVAL OF MASTER DEED

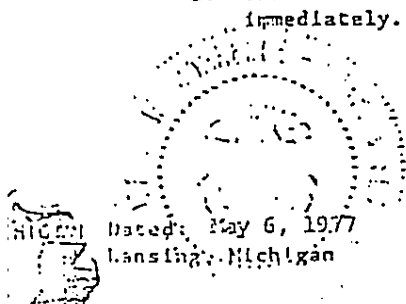
In re: Application of Gordon Grossman Building Company, 32340 West Eight Mile Road, Farmington, Michigan 48024, Developer, for a Certificate of Approval of Master Deed for SHEFFIELD SQUARE CONDOMINIUM II, Bassett Drive, Saline, Washtenaw County, Michigan. (Our File #76-38).

1. Application having been duly made and examined.
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
 - b. That this order be recorded with the County Register of Deeds at the same time as the Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
 - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of the Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE
Richard K. Helmbrecht, Director

By

Hugh H. Makens, Director
Corporation & Securities Bureau



Securities Division
Corporation & Securities Bureau
3511 Enterprise Drive
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division
(517) 373-0483
Corporation Division
(517) 373-0498
Condominium Sector
(517) 373-3029

DEPARTMENT OF COMMERCE

Keith Molin, Director

ORDER

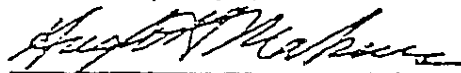
CONDITIONAL PERMIT TO SELL

In re: Application of Gordon Grossman Building Company, 32840 West Eight Mile Road, Farmington, Michigan 48024, Developer, for a Conditional Permit To Sell for SHEFFIELD SQUARE CONDOMINIUM II--FIRST AMENDMENT, Bassett Drive, Saline, Washtenaw County, Michigan. (Our File #76-38.)

.....

1. Application having been duly made and examined, and
2. A Certificate of Approval of Amended Master Deed, having been entered on December 2, 1977 and recorded on December 15, 1977, in Liber 1630, page 321; and the Amended Master Deed, having been recorded on December 15, 1977, in Liber 1630, pages 308 through 320, in the Washtenaw County Register of Deeds.
3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
 - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
 - (c) That no unit be conveyed until an occupancy permit has been received.
 - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
 - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE
Keith Molin, Director

By 
Hugh H. Makens, Director
Corporation & Securities Bureau

Dated: December 19, 1977
Lansing, Michigan



MASTER DEED
SHEFFIELD SQUARE CONDOMINIUM II
(Act 229, Public Acts of 1963, as amended)

Recorded in Liber 1597,
Pages 1 through 30,
Washtenaw County Records
on June 7, 1977.

This Master Deed is made and executed on this 20th day of April, 1977, by Gordon Grossman Building Company, a Michigan corporation, hereinafter referred to as "Developer," whose office is situated at 32840 West Eight Mile Road, Farmington, Michigan, represented herein by one of its officers who is fully empowered and qualified to act on behalf of the corporation, in pursuance of the provisions of the Michigan Horizontal Real Property Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 229 of the Public Acts of 1963), hereinafter referred to as the "Act."

W I T N E S S E T H :

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Bylaws 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 Sheffield Square Condominium II as a condominium project under the Act and does declare that Sheffield Square Condominium II (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 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, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Sheffield Square Condominium II, Washtenaw County Condominium Subdivision Plan No. 35. The architectural plans for the project were approved by the City of Saline, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each 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 Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

Commencing at the Southwest corner of Outlot B of Rolling Meadows Community No. 6, a subdivision of part of the East 1/2 of Section 36, T. 3 S., R. 5 E., City of Saline, Washtenaw County, Michigan as recorded in Liber 19 of Plats, pages 13, 14 and 15. Washtenaw County Records; thence S. 89° 03' 30" E., 461.17 feet along the South line of said Outlot for a place of beginning; thence along the Southerly extension of the center line of the Parking Lot within Sheffield Square Condominium and Sheffield Square Condominium II and the center line of said Parking Lot, N. 0° 16' W., 289.68 feet; thence continuing along the center line of said Parking Lot, N. 8° 07' E., 45.73 feet; thence N. 1° 51' 30" E., 93.42 feet; thence along the South line of Bassett Drive, N. 89° 44' E., 149.87 feet; thence S. 0° 07' W., 431.57 feet; thence N. 89° 03' 30" W., 157.14 feet to the place of beginning, being a part of said Outlot B of Rolling Meadows Community No. 6, a part of the East 1/2 of said Section

36, T. 3 S., R. 5 E., City of Saline, Washtenaw County, Michigan, containing 1.54 acres of land more or less, subject to 10-foot wide easement along the following described center lines:

Commencing at the S.W. corner of Outlot B of said Rolling Meadows Community No. 6; thence S. 89° 03' 30" E., 461.17 feet along the South line of said Outlot; thence N. 0° 16' W. 20.51 feet for a place of beginning; thence S. 89° 03' 30" E., 157.28 feet for a place of ending (water main).

Also subject to and having the rights of a 24-foot wide easement along the following described center line: commencing at the S.W. corner of Outlot B of said Rolling Meadows Community No. 6, thence S. 89° 03' 30" E., 461.17 feet along the South line of said outlot for a place of beginning, thence along the Southerly extension of the center line of said Parking Lot and the center line of said Parking Lot, N. 0° 16' W. 289.68 feet; thence continuing along the center line of said Parking Lot, N. 8° 07' E. 45.73 feet for a place of ending (ingress and egress).

Also subject to and having the rights of a 30-foot wide easement along the following described center line: commencing at the S.W. corner of Outlot B of said Rolling Meadows Community No. 6; thence S. 89° 03' 30" E. 461.17 feet along the South line of said outlot; thence along the Southerly extension of the center line of said parking lot N. 0° 16' W., 20.51 feet for a place of beginning; thence S. 89° 03' 30" E., 382.13 feet; thence S. 88° 59' 30" E., 75.83 feet to the West line of Harris Street for a place of ending (ingress and egress).

Also subject to six-foot wide easements (proposed) for Detroit Edison and General Telephone underground utilities as shown on the Detroit Edison Company Plan, Work Order No. 367B2J633, Distribution Circuit 9770 Saline, Department Order No. A-39948.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate Bylaws and Rules and Regulations of the Sheffield Square Condominium II 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 Sheffield Square Condominium II, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

(a) The "Act" means the Michigan Horizontal Real Property Act, being Act 229 of the Public Acts of 1963, 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 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.

(c) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 2(k)(7) of the Act to be recorded as part of the Master Deed.

(d) "Association Bylaws" means the corporate Bylaws of Sheffield Square Condominium II Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

(e) "Consolidating Master Deed" means the final amended Master Deed which shall describe Sheffield Square Condominium II as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VII hereof, and all apartments and common elements therein, and which shall express percentages of value pertinent to each apartment as finally readjusted. Such Consolidating Master Deed, when approved by the Michigan Department of Commerce and recorded in the Office of the Washtenaw County Register of Deeds, shall supersede all previously recorded Master Deeds for Sheffield Square Condominium II.

(f) "Apartment" "townhouse" or "unit" each mean the enclosed space constituting a single complete residential unit in Sheffield Square Condominium II as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "apartment" as defined in the Act.

(g) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(h) "Condominium Project," "Condominium" or "Project" means Sheffield Square Condominium II as an approved Condominium Project established in conformity with the provisions of the Act.

(i) "Condominium Subdivision Plan" means Exhibit "B" hereto.

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

(k) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Sheffield Square Condominium II as described above.

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

(m) "Developer" shall mean Gordon Grossman Building Company, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

(n) 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 described in Article II hereof, including driveways, roads, sidewalks and unassigned parking spaces;
- (2) The electrical wiring network throughout the project, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;
- (3) The gas line network throughout the project, including that contained within unit walls, up to the point of connection with gas fixtures contained within any unit;
- (4) The telephone wiring network throughout the project;
- (5) The plumbing network throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;
- (7) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;
- (8) The television antenna systems including the signal splitters and electrical outlets for the television antenna systems in the basement of each building;
- (9) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. The limited common elements are:

- (1) Each individual patio and porch in the project is restricted in use to the co-owner of the apartment which opens into such patio and porch as shown on Exhibit "B" hereto;
- (2) Each individual air conditioner compressor in the project is restricted in use to the co-owner of the apartment which such air conditioner compressor services;
- (3) The interior surfaces of apartment perimeter walls (including windows and doors therein), ceilings and floors contained within an apartment shall be subject to the exclusive use and enjoyment of the co-owner of such apartment.

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

- (1) The costs of maintenance, repair and replacement of each patio area described in Article IV B(1) above shall be borne by the co-owner of the apartment 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 patios installed by the Developer or the Association shall be maintained, repaired and replaced by the Association.
- (2) The costs of maintenance, repair and replacement of each air conditioner compressor described in Article IV B(2) above shall be borne by the co-owner of the apartment served thereby.
- (3) The costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV B(3) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.
- (4) The costs of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

No co-owner shall use his apartment 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 apartment or the common elements.

ARTICLE V

APARTMENT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each apartment in the project is described in this paragraph with reference to the Subdivision and Site Plan of Sheffield Square Condominium II as surveyed by Atwell-Hicks, Inc. and attached hereto as Exhibit "B." Each apartment shall include: (1) With respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, 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 basement and foundation plans in Exhibit "B" have been or will be physically measured by Atwell-Hicks, 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 floor plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured foundation plan. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each apartment is set forth in subparagraph C below. The percentage of value assigned to each apartment shall be determinative of 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 meetings of the Association of co-owners. The total value of the project is 100. The percentage of value allocated to each apartment 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 approved and recorded, except as provided in Article VII hereof.

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

Apartment Number	Percentage of Value Assigned
1	
2	5.75
3	5.40
4	5.40
5	5.40
6	5.40
7	5.75
8	5.75
9	5.40
10	5.75
11	5.75
12	5.40
13	5.75
14	5.75
15	5.40
16	5.40
17	5.40
18	5.40
	5.75

ARTICLE VI

EASEMENTS

A. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS

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

B. EASEMENTS RETAINED BY DEVELOPER

1. **Roadway Easements.** 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 described in Article VII. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this condominium and any developed portions of the land described in Article VII whose closest means of access to a public road is over such road or roads. The co-owners of this condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling units in this condominium, and the denominator of which is comprised of the number of such units plus all other dwelling units in the adjoining land described in Article VII whose closest means of access to a public road is over such road.

2. **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII or any portion or portions thereof 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 or 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.

ARTICLE VII

ENLARGEMENT OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Sheffield Square Condominium II and consisting of 18 units is intended to be the first stage of a multi-stage project to contain in its entirety approximately 53 apartments. Additional units, if any, will be constructed upon all or some portion of the following described land:

Commencing at the Southwest corner of Outlot B of Rolling Meadows Community No. 6, a subdivision of part of the East 1/2 of Section 36, T. 3 S., R. 5 E., City of Saline, Washtenaw County, Michigan as recorded in Liber 19 of Plats, pages 13, 14 and 15, Washtenaw County Records; thence S. 89° 03' 30" E., 618.31 feet along the South line of said outlot for a place of beginning; thence N. 0° 07' E., 431.60 feet; thence along the South line of Bassett Drive, N. 89° 44' E., 274.94 feet; thence along the West line of Harris Street 438.91 feet along the arc of a circular curve to the right, radius 3404.72 feet, chord S. 3° 14' E., 438.55 feet; thence N. 88° 59' 30" W., 80.0 feet along the South line of said outlot; thence N. 89° 03' 30" W., 220.59 feet along the South line of said outlot to the place of beginning, being a part of said Outlot B of Rolling Meadows Community No. 6, a part of the East 1/2 of said Section 36, T. 3 S., R. 5 E., City of Saline, Washtenaw County, Michigan,

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than December 31, 1978, be increased by the addition to this Condominium of any portion of the future development and the construction of residential units thereon. The nature, appearance and location of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment and as may be approved by the City of Saline. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each apartment in Article V hereof be increased, nor shall the percentage of value assigned to each apartment in Article V hereof be diminished to less than .10% by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of general or limited common elements as may be necessary to adequately describe and service the additional section or sections being added to the project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the project to any roadways and sidewalks that may be located on, or planned for the future development, and to provide access to any unit that is located on, or planned for the future development, from the roadways and sidewalks located in the project. All of the co-owners and mortgagees of apartments 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, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing apartments which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the section established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said future development as a rental development, a separate condominium project (or projects) or any other form of development.

ARTICLE VIII

AMENDMENT

Except as provided in preceding Articles as set forth above, the Condominium Project shall not be terminated, vacated, revoked or abandoned or any of the provisions of this Master Deed or Exhibit "B" amended (but not Exhibit "A" hereto which may be amended as therein provided) unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments unanimously agree to such termination, vacation, revocation, abandonment or amendment by duly approved and recorded instruments; FURTHER, unless all holders of first mortgages on individual units in the project have given their prior written approval, neither the Association nor any co-owner(s) shall partition or subdivide any unit or the common elements of the project; PROVIDED, HOWEVER, that prior to the recording of the Consolidating Master Deed, the Developer may with the approval of the Michigan Department of Commerce (but 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 Bylaws 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, 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.

WITNESSES:

GORDON GROSSMAN BUILDING COMPANY

/s/ Frances R. Fingerroot
 Frances R. Fingerroot

By: /s/ Gordon Grossman
 Gordon Grossman, President

/s/ Gail C. Bykkonen
 Gail C. Bykkonen

STATE OF MICHIGAN)
) SS.
 COUNTY OF OAKLAND)

On this 20th day of April, 1977, the foregoing Master Deed was acknowledged before me by Gordon Grossman, President of GORDON GROSSMAN BUILDING COMPANY, a Michigan corporation, on behalf of the corporation.

/s/ Frances R. Fingerroot
 Frances R. Fingerroot
 Notary Public, Oakland County, Michigan
 My commission expires: May 13, 1980

MASTER DEED DRAFTED BY:
 Robert L. Nelson, of
 Dykema, Gossett, Spencer, Goodnow & Trigg
 2700 City National Bank Building
 Detroit, Michigan 48226

WHEN RECORDED, RETURN TO DRAFTER.

FIRST AMENDMENT TO MASTER DEED OF SHEFFIELD SQUARE CONDOMINIUM II

Recorded in Liber 1630, Pages 308 through 320, Washtenaw County Record, on December 15, 1977.

Gordon Grossman Building Company, a Michigan corporation being the Developer of Sheffield Square Condominium II, a condominium project established pursuant to the Master Deed thereof, recorded on June 7, 1977, in Liber 1597, Pages 1 through 30, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 35, hereby amends the Master Deed of Sheffield Square Condominium II pursuant to the authority reserved in Article VII of said Master Deed for the purposes of enlarging the condominium project from 18 units to 36 units by the addition of land as described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

Commencing at the Southwest corner of Outlot B, Rolling Meadows Community No. 6, a subdivision recorded in Liber 19 of Plats, pages 13, 14, 15, Washtenaw County Records, Washtenaw County, Michigan; thence S. 89° 03' 30" E., 618.31 feet along the South line of said Outlot B for a Place of Beginning; thence N. 0° 07' E. 431.57 feet; thence along the South line of Bassett Drive N. 89° 44' E., 156.19 feet; thence S. 0° 16' E., 434.95 feet; thence along the South line of said Outlot B N. 89° 03' 30" W., 159.12 feet to the Place of Beginning, being a part of Outlot B of said Rolling Meadows Community No. 6, containing 1.57 acres of land more or less.

2. First Amended Article V-C of said Master Deed of Sheffield Square Condominium II as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Washtenaw County Register of Deeds of this Amendment and said Order, replace and supersede Article V-C of the Master Deed as originally recorded, and the originally recorded Article V-C shall be of no further force or effect.

FIRST AMENDED ARTICLE V-C OF THE MASTER DEED OF SHEFFIELD SQUARE CONDOMINIUM II

ARTICLE V

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

Apartment Number	Percentage of Value Assigned
1	2.90
2	2.68
3	2.68
4	2.68
5	2.68
6	2.90
7	2.90
8	2.68
9	2.90
10	2.90
11	2.68
12	2.90
13	2.90
14	2.68
15	2.68
16	2.68
17	2.68
18	2.90
19	2.90

20	2.68
21	2.68
22	2.68
23	2.68
24	2.90
25	2.90
26	2.68
27	2.90
28	2.90
29	2.68
30	2.90
31	2.90
32	2.68
33	2.68
34	2.68
35	2.68
36	2.90

3. First Amended Sheets 1, 2, 3, 4, 7 and 8 of the Condominium Subdivision Plan of Sheffield Square Condominium II, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Washtenaw County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheets 1, 2, 3, 4, 7 and 8 of the Condominium Subdivision Plan of Sheffield Square Condominium II, and the originally recorded Sheets 1, 2, 3, 4, 7 and 8 shall be of no further force or effect. The legal description of the condominium premises contained on said First Amended Sheet 1 of the Condominium Subdivision Plan shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed.

4. Sheets 10, 11, 12, 13 and 14 of the Condominium Subdivision Plan of Sheffield Square Condominium II as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Washtenaw County Register of Deeds of this Amendment and said Order, supplement and be incorporated in the Condominium Subdivision Plan of Sheffield Square Condominium II, as originally recorded.

In all respects, other than as hereinabove indicated, the original Master Deed of Sheffield Square Condominium II, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

GORDON GROSSMAN BUILDING COMPANY
a Michigan corporation

/s/ Gail C. Bykkonen
Gail C. Bykkonen

By: /s/ Gordon Grossman
Gordon Grossman, President

/s/ Patsy Welch
Patsy Welch

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

The foregoing First Amendment to Master Deed of Sheffield Square Condominium II was acknowledged before me this 11th day of October, 1977, by Gordon Grossman, the President of GORDON GROSSMAN BUILDING COMPANY, a Michigan corporation, on behalf of the corporation.

/s/ Gail C. Bykkonen
Gail C. Bykkonen
Notary Public, Wayne County, Michigan
My commission expires: November 9, 1977
 Acting-Washtenaw

FIRST AMENDMENT TO MASTER DEED DRAFTED BY:

Robert L. Nelson
Dykema, Gossett, Spencer, Goodnow & Trigg
35th Floor, 400 Renaissance Center
Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER.

SECOND AMENDMENT TO MASTER DEED OF SHEFFIELD SQUARE CONDOMINIUM II

Recorded in Liber 1643, Pages 685 through 695, Washtenaw County Records on April 3, 1978.

Gordon Grossman Building Company, a Michigan corporation, being the Developer of Sheffield Square Condominium II, a condominium project established pursuant to the Master Deed thereof, recorded on June 7, 1977, in Liber 1597, Pages 1 through 30 and First Amendment to the Master Deed recorded on December 15, 1977, in Liber 1630, Pages 308 through 320, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 35, hereby amends the Master Deed of Sheffield Square Condominium II pursuant to the authority reserved in Article VII of said Master Deed for the purposes of enlarging the condominium project from 36 units to 53 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Washtenaw County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Commencing at the Southwest corner of Outlot B, Rolling Meadows Community No. 6, a subdivision recorded in Liber 19 of Plats, pages 13, 14 and 15, Washtenaw County Records, Washtenaw County, Michigan; thence S. 89° 03' 30" E. 777.43 feet along the south line of said Outlot B for a Place of Beginning; thence N. 0° 16' W. 434.95 feet; thence along the south line of Bassett Drive N. 89° 44' E. 118.75 feet; thence along the west line of Harris Street 438.91 feet along the arc of a 3404.72 foot radius circular curve to the right; chord bearing S. 3° 14' E. 438.55 feet; thence along the south line of said Outlot B N. 88° 59' 30" W. 80.00 feet; thence continuing along the south line of said Outlot B N. 89° 03' 30" W. 61.47 feet to the Place of Beginning, containing 1.35 acres of land more or less.

2. Second Amended Article V-C of said Master Deed of Sheffield Square Condominium II as set forth below, shall replace and supersede First Amended Article V-C of the Master Deed as recorded, and the First Amended Article V-C shall be of no further force or effect.

SECOND AMENDED ARTICLE V-C OF THE MASTER DEED OF SHEFFIELD SQUARE CONDOMINIUM II

ARTICLE V

- C. Set forth below are:
 - (a) Each apartment number as it appears on the Condominium Subdivision Plan.
 - (b) The percentage of value assigned to each apartment.

Apartment No.	Percentage of Value Assigned
1	1.96
2	1.83
3	1.83
4	1.83
5	1.83
6	1.96
7	1.96
8	1.83
9	1.96
10	1.96
11	1.83
12	1.96
13	1.96
14	1.83
15	1.83
16	1.83
17	1.83
18	1.96
19	1.96

20	
21	1.83
22	1.83
23	1.83
24	1.83
25	1.96
26	1.96
27	1.83
28	1.96
29	1.96
30	1.83
31	1.96
32	1.96
33	1.83
34	1.83
35	1.83
36	1.83
37	1.96
38	1.96
39	1.83
40	1.83
41	1.83
42	1.83
43	1.96
44	1.96
45	1.83
46	1.97
47	1.83
48	1.96
49	1.96
50	1.83
51	1.83
52	1.83
53	1.83
	1.97

3. Second Amended Sheets 1, 2, 3 and 4 of the Condominium Subdivision Plan of Sheffield Square Condominium II as attached hereto shall replace and supersede Sheets 1, 2, 3 and 4 of the Condominium Subdivision Plan of Sheffield Square Condominium II as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 2, 3 and 4 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

4. Sheets 15, 16, 17 and 18 of the Condominium Subdivision Plan of Sheffield Square Condominium II as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Sheffield Square Condominium II, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Sheffield Square Condominium II as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B" recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

/s/ Patsy S. Welch
Patsy S. Welch

/s/ Martha J. Krause
Martha J. Krause

GORDON GROSSMAN BUILDING COMPANY
a Michigan corporation

By: /s/ Gordon Grossman
Gordon Grossman

(Continued)

STATE OF MICHIGAN)
) SS.
 COUNTY OF WASHTENAW)

The foregoing Second Amendment to Master Deed of Sheffield Square Condominium II was acknowledged before me this 6th day of March, 1978, by Gordon Grossman, the President of GORDON GROSSMAN BUILDING COMPANY, a Michigan corporation, on behalf of the corporation.

/s/ Patsy S. Welch
Patsy S. Welch
 Notary Public, Oakland County, Michigan
 My commission expires: November 3, 1981

SECOND AMENDMENT TO MASTER DEED DRAFTED BY:
 Robert L. Nelson, of
 Dykema, Gossett, Spencer, Goodnow & Trigg
 35th Floor, 400 Renaissance Center
 Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER.

Corporation & Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48909

P.O. Box 30034
Corporation Division
General Information
(517) 373-0133
Record Information
(517) 373-0143
Annual Report
(517) 373-0148
Certification & Copies
(517) 373-2201



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director
ORDER

Enforcement Division
(517) 374-9428
Examination Division
(517) 373-0483
Condominiums
(517) 373-8028
Mobile Homes
(517) 374-9588

CONDITIONAL PERMIT TO SELL

In re: Application of Gordon Grossman Building Company, 32840 West Eight Mile Road, Farmington, Michigan, Developer, for a Conditional Permit To Sell for SHEFFIELD SQUARE CONDOMINIUM II--SECOND AMENDMENT, Bassett Drive, Saline, Washtenaw County, Michigan. (Our File #76-38.)

1. Application having been duly made and examined, and
2. A Certificate of Approval of Amended Master Deed, having been entered on March 17, 1978 and recorded on April 3, 1978, in Liber 1643, page 696; and in the Amended Master Deed, having been recorded on April 3, 1978, in Liber 1643, pages 685 through 695, in the Washtenaw County Register of Deeds.
3. Therefore, a Conditional Permit To Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 x 14 inches, including the by-laws and plans which are a part thereof.
 - b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
 - c) That no unit be conveyed until an occupancy permit has been received.
 - d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
 - e) That "as-built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit To Sell becomes effective immediately, but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE
Keith Molin, Director

By

E C Mackey
E. C. Mackey, Director
Corporation & Securities Bureau



Corporation & Securities Bureau
5124 Woodward Way
Lansing, Michigan 48209

P.O. Box 30054
Corporation Division
General Information
(517) 373-6493
Record Information
(517) 373-0495
Annual Report
(517) 373-0488
Certification & Copies
(517) 373-2001

STATE OF MICHIGAN



WILLIAM G MILLIKEN, Governor

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

P.O. Box 30222
Enforcement Division
(517) 373-9428
Examination Division
(517) 373-0485
Condominiums
(517) 373-8028
Mobile Homes
(517) 373-9586

Recorded in Liber 1643
Page 696
Washtenaw County Recorder
on April 3, 1978

ORDER

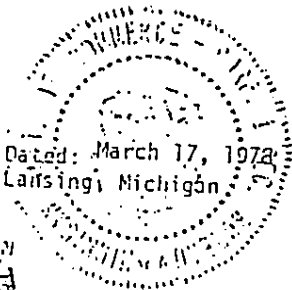
CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re: Application of Gordon Grossman Building Company, 32840 West Eight Mile Road, Farmington, Michigan 48024, Developer for a Certificate of Approval of Amended Master Deed for SHEFFIELD SQUARE CONDOMINIUM II--SECOND AMENDMENT, Bassett Drive, Saline, Washtenaw County, Michigan. (Our File #76-38.)

1. Application having been duly made and examined,
2. A Certificate of Approval of Amended Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a) That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
 - b) That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation & Securities Bureau, prior to the issuance of a Permit To Sell.
 - c) That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d) When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE
Keith Molin, Director

By E C Mackey
E. C. Mackey, Director
Corporation & Securities Bureau



**THIRD AMENDMENT TO MASTER DEED
OF SHEFFIELD SQUARE CONDOMINIUM II**

SHEFFIELD SQUARE CONDOMINIUM II ASSOCIATION, whose address is 2035 Hogback Road, Suite 100, Ann Arbor, Michigan 48105, a Michigan non-profit corporation, organized in order to administer, operate, manage and maintain Sheffield Square Condominium II, a condominium project established pursuant to the Master Deed thereof, recorded on June 7, 1977, in Liber 1597, Pages 1 through 30, inclusive, as amended by First Amendment to the Master Deed recorded on December 15, 1977, in Liber 1630, Pages 308 through 320, inclusive, and as amended by Second Amendment to the Master Deed recorded on April 3, 1978, in Liber 1643, Pages 685 through 695, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 35, amends the Master Deed of Sheffield Square Condominium II pursuant to the authority granted by the Michigan Condominium Act in MCLA §559.190(1), and as reserved in Article VIII thereof and in Article VIII of the Bylaws attached thereto as Exhibit A, such amendment having been approved by a majority of the members of the Board of Directors at a duly called meeting for the purpose of providing for the approval of proposed purchasers or lessees of any apartment in the condominium project.

Upon recording of this Amendment in the Washtenaw County Register of Deeds, said Exhibit A thereto shall be amended to include a new Section 17 to Article VI in the following manner:

Section 17. No co-owner may dispose of an apartment or any interest therein by sale or lease without written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

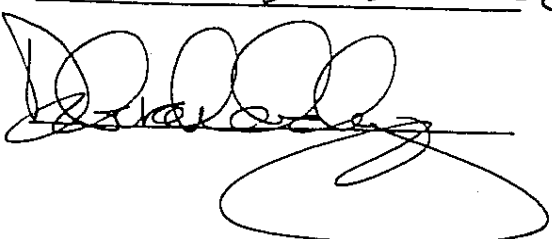
(a) A co-owner intending to make a sale or lease of an apartment, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association shall reasonably require. At the time of giving such notice, such co-owner shall also furnish the Association copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and a representation by such co-owner to the Association and to any purchaser or lessee produced by the Association that the co-owner believes the proposed sale or lease to be bona fide in all respects. The selling or leasing co-owner shall be responsible to the Association for any damages suffered by it in exercise of its rights hereunder and, in the event any proposed sale is not bona fide, such damages to include (but not be limited to) the difference between the price or rent paid by the Association for the apartment and the fair market or rental value thereof.

(b) Within twenty (20) days after receipt of such notice of intention to sell or lease, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it (and give notice thereof to the selling or leasing co-owner) who will immediately execute a contract of sale or lease upon terms as favorable to the seller or lessor as the terms furnished with the notice. During said twenty (20) day period, the Association shall have the right to show the unit to prospective purchasers and lessees. A purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller or lessor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. In case of sale, the approval of the Association shall be in recordable form, signed by any authorized officer of the Association, and shall be delivered to the purchaser. Failure of the Association to either approve such sale or lease or to furnish an appropriate substitute purchaser or lessee within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval, and in the event of sale, in recordable form.

(c) This Section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any unit in the Project; nor shall this Section apply to any subsequent sale by any holder of a first mortgage on any unit in the Project which acquired title to or came into possession of the apartment covered by such mortgage pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure.

In all respects, other than as hereinabove indicated, the original Master Deed of Sheffield Square Condominium II, as amended, including the Bylaws attached thereto as Exhibit A, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

DATED: 3-6, 1995

Ellen M. Leichner


SHEFFIELD SQUARE CONDOMINIUM
 II ASSOCIATION, a Michigan
 non-profit corporation

By: Sande J. Strieter
 Sande J. Strieter
 Its President

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

The Third Amendment to Sheffield Square Condominium II was acknowledged before me this 6th day of MARCH, 1995, by Sande J. Strieter, President of Sheffield Square Condominium II Association, a Michigan non-profit corporation, who acknowledged the within instrument based upon the authority given to her pursuant to the Master Deed and Bylaws of the Corporation, and that this instrument is executed by her on behalf of the Corporation.

Cathy J. Towner
, Notary Public
Washtenaw County, Michigan
My Commission Expires:

CATHY J. TOWNER
Notary Public, Washtenaw County, Michigan
My Commission Expires June 4, 1995

Drafted By and After
Recording Return To:
Archie C. Brown
Dever and Dew Professional Corporation
301 E. Liberty, Suite 585
Ann Arbor, MI 48104
(313) 747-9900