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Rec'd #96949

RECORDED
BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

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Bernard J. Youngblood
Wayne Co. Register of Deeds

EXAMINED AND APPROVED

DATE 22-AUG-2005

BY DC N/C

NORMAN C. DUPUIE
PLAT ENGINEER

\$6.00 REMONUMENTATION

\$1.00 COPY 660

NEWBURGH PARK

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 654 SUPERSEDING CONSOLIDATING MASTER DEED

This Superseding Consolidating Master Deed is made and executed on this 12th day of August, 2005, by Newburgh Park, L.L.C., a Michigan limited liability company, herein referred to as the "Developer," whose address is 7001 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, and which is represented in this Superseding Consolidating Master Deed by Gary Shapiro and Steven Perlman, its managers, who are fully empowered and qualified to execute this Superseding Consolidating Master Deed on behalf of the Developer, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer was the owner of certain real property located in the City of Livonia, County of Wayne, State of Michigan, and more particularly described in Article II below; and

WHEREAS, the Developer, by recording in Liber 35918, Pages 311 through 399, inclusive, Wayne County Records, a Master Deed, together with the Bylaws attached thereto as Exhibit "A" and the Condominium Subdivision Plan attached thereto as Exhibit "B"; and by preparing a First Amendment to Master Deed and recording same in Liber 36853, Pages 1 through 15, inclusive, Wayne County Records; and by preparing a Second Amendment to Master Deed and recording same in Liber 37622, Pages 83 through 105, inclusive, Wayne County Records; and by preparing a Third Amendment to Master Deed and recording same in Liber 39101, Pages 1 through 11, inclusive, Wayne County Records, established the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act; and

WHEREAS, pursuant to the Act and the authority reserved in Article IX, Section 3, and Article XI, Section 3, of the Master Deed, the Developer now desires to describe and depict the completed Condominium Project "as built", and to consolidate, restate and for ease of future reference eliminate now inapplicable portions of: (1) the initial Master Deed, including the First Amendment, Second Amendment and Third Amendment thereto; (2) the Bylaws attached to the initial Master Deed as Exhibit "A"; and (3) the Condominium Subdivision Plan, including all Replats thereto, by declaring and recording this Superseding Consolidating Master Deed, together with: (a) the Restated Bylaws attached hereto and by this reference incorporated as Exhibit "A"; and (b) the "As Built" Condominium Subdivision Plan attached hereto and by this reference incorporated as Exhibit "B"; and

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

VOID R. J. Young

Date AUG 22 2005

Clerk Buffington

WAYNE COUNTY TREASURER
8/22/05 OB N/C

WAYNE COUNTY TREASURER

MDC 237.6K.11P. A.Dml

NOW, THEREFORE, the Developer does, upon the recording hereof, confirm the establishment of Newburgh Park as a Condominium Project under the Act and does redeclare that Newburgh Park (hereinafter referred to as the "Condominium", "Project", or the "Condominium Project") shall 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 Superseding Consolidating Master Deed and Exhibits "A" and "B" attached hereto, which are hereby deemed to be incorporated herein by reference thereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The Condominium is known as Newburgh Park, Wayne County Condominium Subdivision Plan No. 654. The architectural plans and specifications for each Unit constructed or to be constructed in the Condominium have been or will be filed with the City of Livonia, Wayne County, Michigan. The Condominium is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, volume and area of each Unit therein, and the approximate location of Units not yet constructed, and the designation of Common Elements as General Common Elements or Limited Common Elements are set forth completely in the Condominium Subdivision Plan and/or in Article IV of this Master Deed. Each building contains individual Units created for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II LEGAL DESCRIPTION

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

Commencing at the East 1/4 Corner of Section 6, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan; thence South 89 degrees 21 minutes 24 seconds West 60.00 feet to the West right-of-way line of Newburgh Road (120 feet wide) for a PLACE OF BEGINNING; thence South 00 degrees 00 minutes 17 seconds East 524.82 feet along said right-of-way line; thence South 89 degrees 45 minutes 48 seconds West 599.97 feet; thence North 00 degrees 00 minutes 17 seconds West 520.56 feet to the East-West 1/4 line of said Section 6; thence North 89 degrees 21 minutes 24 seconds East 600.00 feet along said

East-West 1/4 line to the Place of Beginning, being a part of the Southeast 1/4 of said Section 6, containing 7.20 acres of land, more or less. Tax Item Nos. 46-024-99-0063-001 and 46-024-99-0064-001.

ARTICLE III **DEFINITIONS**

Certain terms are utilized not only in this Master Deed and in Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations, if any, of Newburgh Park Association, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Newburgh Park as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Architectural Control Committee. "Architectural Control Committee" means the Architectural Control Committee, as described in Article VI, Section 3. A. of the Bylaws.

Section 4. Association. "Association" means Newburgh Park Association, the nonprofit corporation organized under Michigan law to administer, operate, manage and maintain the Condominium, and of which all Co-owners are members. 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.

Section 5. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of Newburgh Park Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 6. Bylaws. "Bylaws" means the Restated Bylaws attached as Exhibit "A" hereto, as the same from time to time hereafter may be amended or amended and restated by an instruments duly executed and acknowledged in accordance with the Bylaws and the Act and recorded in the office of the Wayne County Register of Deeds, and being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 7. City or City of Livonia. "City" or "City of Livonia" means the City of Livonia, Wayne County, Michigan, a Michigan municipal corporation.

Section 8. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 9. Condominium Documents. "Condominium Documents" means and includes this Master Deed, the Bylaws and the Condominium Subdivision Plan of this Condominium, together

with the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended and/or restated from time to time.

Section 10. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging to the Condominium.

Section 11. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Newburgh Park as a condominium project established in conformity with the provisions of the Act.

Section 12. Condominium Subdivision Plan. "Condominium Subdivision Plan" means the "As Built" Condominium Subdivision Plan of Newburgh Park as surveyed by Atwell-Hicks, Inc., of 7927 Nemco Way, Suite 100, Brighton, Michigan 48116, which is attached as Exhibit "B" hereto, and all amendments and re-plats thereof which from time to time may be recorded in the office of the Wayne County Register of Deeds.

Section 13. Construction and Sales Period. "Construction and Sales Period" means the period that commenced with the recording of the Master Deed and continued as long as the Developer owned any Unit in the Condominium that it offered for sale, and thereafter, for the applicable warranty period in regard to all such Units.

Section 14. Co-owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity, or any combination thereof, who or which own one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 15. Developer. "Developer" means Newburgh Park, L.L.C., a Michigan limited liability company, which made and executed this Master Deed, and its successors and assigns. Both successors and assigns always are deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 16. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners were permitted to vote for the election of all directors and upon all other matters properly brought before the meeting. Such meeting was held October 12, 2004.

Section 17. Master Deed. "Master Deed" means this Superseding Consolidating Master Deed, as it may be from time to time hereafter amended by one or more instrument(s) duly executed and acknowledged in accordance with Article VII below and the requirements of the Act and other applicable laws, if any, of the State of Michigan, and duly recorded in the office of the Wayne County Register of Deeds, being the Condominium Document recording the Condominium Project which is required by Section 8 of the Act.

Section 18. Transitional Control Date. "Transitional Control Date" means October 12, 2004, the date on which a Board of Directors of the Association took office pursuant to an election in which the votes that might be cast by eligible Co-owners unaffiliated with the Developer exceeded the votes that the Developer was entitled to cast.

Section 19. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Newburgh Park, as such space

may be depicted in the Condominium Subdivision Plan and/or described in Article V, Section 1 below, and have the same meaning as the term "Condominium Unit" as defined in the Act.

Other terms which may be utilized in the Condominium Documents and which are not defined herein above shall have the meanings as provided in the Act. Whenever reference herein is made to one gender, the same shall include a reference to all other genders where appropriate; similarly, whenever reference is made herein to the singular, the same shall include the plural where the same would be appropriate.

ARTICLE IV **COMMON ELEMENTS**

The Common Elements of the Condominium, which also may be described or depicted in the Condominium Subdivision Plan, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

- (a) Land. The land described in Article II hereof, including the grade retaining walls, perimeter fence, roads, sidewalks, entry signs and any parking spaces not identified as Limited Common Elements, if any, and other common areas located within the Condominium (subject to the rights of the public, if any, over any portions of public rights-of-way). Notwithstanding the foregoing, the Association may, in its discretion, assign General Common Element parking spaces, if any, to individual Co-owners on an equitable basis as may be determined by the Board of Directors, subject to the provisions of Article VI, Section 8 of the Bylaws (Exhibit "A" hereto).
- (b) Electrical System and Electrical Usage Meters. The electrical transmission system throughout the Condominium, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit, exterior garage-mounted photocell lights, if any, and all electrical usage meters.
- (c) Telephone. The telephone system throughout the Condominium up to the point of entry to each Unit.
- (d) Gas and Gas Usage Meters. The gas distribution system throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit, and all gas usage meters.
- (e) Water and Water Usage Meters. The water distribution system throughout the Condominium, including that contained within Unit walls, up to the point of connection with water shut-off valves or, if none, fixtures or apparatuses (i.e., hoses, etc.) contained in an individual Unit, and all water usage meters.
- (f) Sanitary Sewer. The sanitary sewer system throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (g) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

- (h) Underground Lawn Irrigation System. The underground lawn irrigation system, wherever installed in the Condominium.
- (i) Decorative Street Lamps and Other Site Lighting. The decorative street lamps and any additional lights which are designed to provide illumination for the Condominium Premises as a whole, and all associated switches and wiring.
- (j) Storm Sewer and Detention Area. The storm sewer system throughout the Project, including, without limitation, the storm water detention area designated and depicted on the Condominium Subdivision Plan and the aerators, if any, therein.
- (k) Foundations and Structural Components. Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, attics, ceilings, chimneys (if any) and floor construction between Unit levels.
- (l) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements that are not enclosed within the boundaries of a Unit and are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

Some or all of the described utility lines, systems (including mains and service leads) and equipment, the cable television system and the telecommunications system, if and when constructed, may be owned by the local public authority or the company that provides the pertinent service. Such utility lines, systems and equipment, and the cable television and telecommunications systems, if and when constructed, are General Common Elements only to the extent of the Co-owners' interest therein, if any. The Developer has made no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (a) Unit Front Porch, Porch Light and Front Walkway. Each individual porch in the Condominium, the porch light fixture, bulb and wiring located in the vicinity thereof and the walkway leading thereto are restricted in use to the Co-owner of the Unit which opens onto such porch, as depicted on the Condominium Subdivision Plan.
- (b) Unit Deck Area and Improvements. Each deck area in the Condominium, as described and depicted on the Condominium Subdivision Plan, together with any deck or other improvement which is ancillary to the use thereof and either has been or hereafter is constructed therein by a Co-owner with the prior express written approval of the Architectural Control Committee, pursuant to the provisions of Article VI, Section 3 of the Bylaws, and subject to the written approval of the Developer, if required, during the Construction and Sales Period pursuant to the provisions of Article VI, Section 16 of the Bylaws, shall be restricted in use to the Co-owner of the Unit which opens onto such deck area, as shown on the Condominium Subdivision Plan.
- (c) Garage, Driveway, Garage Door and Openers. The driveway to the garage, the garage and garage door and the electric opener for each garage having one are limited in use to the Co-owner of the Unit to which such garage is appurtenant.

- (d) Air Conditioner Compressor and Pad. Each air conditioner compressor and pad located outside a Unit is limited in use to the Co-owner of the Unit such compressor services.
- (e) Interior Surfaces. The interior surfaces of Unit perimeter walls, ceilings and floors contained are subject to the exclusive use and enjoyment of the Co-owner of such Unit.
- (f) Unit Windows and Doors. Unit windows and doors are limited in use to the Co-owners of the Units that they service.
- (g) Sump Pumps. The sump pump, if any, in any Unit are limited in use to the Co-owner of the Unit(s) that it services.
- (h) Gas Fireplaces, Venting and Combustion Chamber. The gas fireplace, if any, located in a Unit, the venting system and the fireplace combustion chamber are limited in use to the Co-owner of the Unit in which the gas fireplace is located.

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

- (a) Garage Door and Openers. The costs of maintenance, repair and replacement of each garage door and electric garage door opener referenced in Article IV, Section 2(c) above shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant; provided, the Association shall be responsible to paint the garage doors; provided, further, any garage door maintenance, repair and/or replacement that changes the exterior appearance of said Limited Common Element is subject to the prior, express written approval of the Architectural Control Committee pursuant to Article VI, Section 3 of the Bylaws, and to the written approval of the Developer during the Construction and Sales Period pursuant to the provisions of Article VI, Section 16 of the Bylaws, if so required by the Developer.
- (b) Unit Front Porch. The costs of maintenance, repair and replacement (but not decoration, for which the Co-owner shall be responsible) of each Limited Common Element front porch referenced in Article IV, Section 2(a) above shall be borne by the Association.
- (c) Air Conditioner Compressor and Pad. The costs of maintenance, repair and replacement of each air conditioner compressor referenced in Article IV, Section 2(d) above shall be borne by the Co-owner of the Unit to which such air conditioner compressor is appurtenant. The costs of maintenance, repair and replacement of the pad under each air conditioner compressor shall be borne by the Association.
- (d) Unit Deck Area and Improvements. The Association shall be responsible to mow the unenclosed Limited Common Element deck area referenced in Article IV, Section 2(b) above unless and until the Co-owner of the Unit to which it is appurtenant shall construct therein any deck or other ancillary improvement which the Architectural Control Committee (and the Developer, if applicable) shall approve to be constructed by such Co-owner in the Unit deck area, as provided in Article VI of the Bylaws. Thereafter, the Co-owner of the Unit to which the deck area is appurtenant shall be responsible for the costs of decoration, maintenance (including mowing), repair and replacement of the deck area, deck and any other permissible ancillary improvements constructed by the Co-owner therein.

- (e) Electric Meters. The costs of maintenance, repair and replacement of all electric meters referenced in Article IV, Section 1(b) above shall be borne by the Association. The responsibility to contract for electric service and the responsibility for the costs of electricity usage measured by any such meter shall be borne by: (i) the Co-owner (including, as to the Units which it owns, the Developer) of the Unit, if the meter measures service to and usage by the Unit or any Limited Common Element appurtenant to the Unit; and (ii) by the Association, if the meter measures service to and usage by any General Common Element.
- (f) Gas Meters. The costs of maintenance, repair and replacement of the gas meters referenced in Article IV, Section 1(d) above shall be borne by the Association. The responsibility to contract for gas service and the responsibility for the costs of gas usage measured by any such meter shall be borne by the Co-owner of the Unit, service to which is measured by such meter.
- (g) Water Meters. The costs of maintenance, repair and replacement of the water meters referenced in Article IV, Section 1(e) above, the responsibility to contract for water service and, subject to Article II, Section 3 of the Bylaws, the responsibility for the costs of water usage measured by any such meter shall be borne by the Association.
- (h) Unit Windows and Doors. The costs of decoration, maintenance, repair and replacement of all Unit windows and doors referenced in Article IV, Section 2(f) above shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant. The style and color of each door, storm door, window and storm window described herein is subject to the prior express written approval of the Architectural Control Committee pursuant to the provisions of Article VI, Section 3 of the Bylaws (Exhibit "A" hereto), and to the written approval of the Developer during the Construction and Sales Period pursuant to the provisions of Article VI, Section 16 of the Bylaws, if so required by the Developer.
- (i) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement, the responsibilities for which are described in and governed by Article V and Article VI, Section 14 of the Bylaws) of all Unit interior surfaces referenced in Article IV, Section 2(e) above shall be borne by the Co-owner of the Unit to which they are appurtenant. Notwithstanding anything in the Condominium Documents to the contrary, the costs of repair and replacement of any drywall damaged from the inside of the Unit shall be borne by the Co-owner of the Unit unless covered by insurance held by the Association for the benefit of the Co-owner.
- (j) Sump Pumps. The costs of maintenance, repair and replacement of each sump pump referenced in Article IV, Section 2(g) herein above shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.
- (k) Gas Fireplaces, Venting and Combustion Chamber. The costs of maintenance, repair and replacement of the gas fireplace, if any, located within a Unit, and the associated venting system and fireplace combustion chamber shall be borne by the Co-owner of such Unit. Any maintenance, repair to or replacement of said venting system must receive the prior written approval of the Architectural Control Committee to ensure the safety of the structures and residents of the Condominium.

- (l) Other Common Elements. 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, subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.
- (m) Public Sidewalks. The City shall have access to the General Common Elements as may be reasonable to enable the City to maintain, remove snow and ice from, repair and/or reconstruct the public sidewalks located adjacent to the Condominium Premises along Pembroke Street and Newburgh Road. In the event the City, in the opinion of the Association, shall not adequately maintain (including, without limitation, the removal of snow and ice from), repair or reconstruct any such public sidewalk, the Association shall be authorized, but shall not be required, to do so. Any unreimbursed costs incurred by the Association to maintain (including, without limitation, to remove snow and ice from), repair or reconstruct any such public sidewalk, as the result of damage sustained by the Common Elements on account of the City doing so or for the cost of any general liability insurance which the Association may purchase with respect to said public sidewalks, shall be borne by the Association as an expense of administration.
- (n) Public Utilities. All public utilities furnishing services, such as electricity and telephone, to the Condominium, shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. The Condominium consists of sixty-one (61) Units. Each Unit is described with reference to the "As-Built" Condominium Subdivision Plan of Newburgh Park, as surveyed by Atwell-Hicks, Inc., of 7927 Nemco Way, Suite 100, Brighton, Michigan 48116, which is recorded as Exhibit "B" to this Master Deed. Each Unit shall include: (1) with respect to the grade level floor of such Unit, all that space contained within the interior finished unpainted walls and ceilings from the finished sub-floor (excluding the portion of that space that constitutes the garage), and (2) with respect to the upper floor(s) of such Unit, all that space contained within the interior finished unpainted walls and ceiling from the finished sub-floor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. Each Unit which includes a basement also shall include, with respect to such 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, as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines.

Notwithstanding anything herein above to the contrary, although within the boundaries of a Unit for purposes of computation of square footage in the Condominium Subdivision Plan, the Co-

owner of a Unit shall not own or tamper with any structural components contributing to the support of the building in which such Unit is located, including but not limited to support columns, nor any pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within such Unit which service or comprise the Common Elements or a Unit or Units in addition to the Unit where located. Easements for the existence, maintenance and repair of all such structural components shall exist for the benefit of the Association and, to the extent applicable, the Developer during the Construction and Sales Period.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Condominium that would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of 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 one hundred percent (100%). Each Unit number as it appears on the Condominium Subdivision Plan.

Section 3. Relocation of Boundaries of Adjoining Units by Co-owners. Boundaries between adjoining Units may be relocated at the request of the Co-owners of such adjoining Units and upon approval of the affected mortgagees of these Units. Upon written application of the Co-owners of the adjoining Units, and upon the approval of said mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such amendment shall identify the Units involved and state that the boundaries between those Units are being relocated by agreement of the Co-owners thereof and such amendment shall contain the conveyance between those Co-owners. All Co-owners, mortgagees and other persons interested or to become interested in the Condominium from time to time are deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be affected without re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. The amendment shall be delivered to the Co-owners of Units involved upon payment by them of all reasonable costs for its preparation and recording, which may be assessed to and collected from the responsible Co-owner(s) in the manner provided in Article II of the Bylaws.

ARTICLE VI EASEMENTS AND RESTRICTIONS

Section 1. Existing Easements, Rights of Way and Building and Use Restrictions of Record; Government Limitations. The Developer declares that the Condominium was established and exists subject to all: (a) easements, rights-of-way and, insofar as they are valid and enforceable, building and use restrictions, if any, as were of record on the date the initial Master Deed was recorded in the office of the Wayne County Register of Deeds; and (b) all valid government limitations as may be applicable to the Condominium and/or the Condominium Premises. All such easements and rights-of-way of which the Developer has actual knowledge are shown or referenced upon the Condominium Subdivision Plan.

Section 2. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element.

Section 3. Reserved Right to Grant Easement for Encroachment and Maintenance of Existing Concrete Wall Located on Western Perimeter of Condominium Premises. The Developer has reserved to the Association the right to grant such easements across the Common Elements as the Association reasonably determines to be necessary or desirable in order to permit the continuation of an encroachment by the concrete wall which separates the Condominium and an adjacent office park, and to permit the maintenance, repair and reconstruction of said concrete wall. The terms, covenants and conditions of any such easement agreement may permit the Association to perform or make any such maintenance, repair or reconstruction and to bear the cost thereof as an expense of administration, if the owner of the adjacent property fails to do so.

Section 4. Reserved Right to Grant Easement for Encroachment and Maintenance of Fences Required to Be Installed on Southern Perimeter of Condominium Premises. Developer has reserved to the Association the right to grant such easements across the Common Elements as the Association reasonably determines to be necessary or desirable in order to permit the City or the adjacent property owner(s), and their respective, successors, assigns and contractors, if the Association fails to do so, to inspect, maintain, repair and/or replace the General Common Element fence which separates this Condominium from adjacent property and extends along the Southern boundary from the Southwest corner of this Condominium to a point immediately adjacent to the Southern end of the existing retaining wall described in Section 3, above, of this Article VII.

Section 5. Association Right to Dedicate Public Right-of Way Over Road or Transfer Title. The Association has the right to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Newburgh Park shown as General Common Elements in the Condominium Subdivision Plan or to transfer title of the roadways to the local public authority. Any such right-of-way dedication or transfer of title may be made by the Association without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and the Condominium Subdivision Plan recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication or transfer of title.

Section 6. Reservation of Right to Grant Easements for Public Utilities. The Developer has reserved to itself the right at any time during the Construction and Sales Period, and within a period which expires five (5) years thereafter, and the Association has the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be

conveyed by the Developer or Association without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and the Condominium Subdivision Plan, recorded in the Wayne County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 7. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors, is empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 8. Association and Utility Easements for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to air conditioning compressors, water meters, sprinkler controls and valves, sump pumps and other Common Elements located within any Unit or its appurtenant Limited Common Elements. The Association shall not be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities 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 installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of annual 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 annual assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws and the Act.

Section 9. Telecommunications Agreements and Security. The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein and security services to the extent the Board deems it necessary. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State

or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE VII AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of all Co-owners entitled to vote, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner or mortgagee of such Unit, nor may the nature or extent of Limited Common Elements or the responsibility for their maintenance, repair or replacement be modified in any material way without the written consent of the Co-owner or mortgagee of any Unit to which the same are appurtenant.

Section 2. Mortgagee Approval Requirement. Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act, as amended. Moreover, insofar as permitted by the Act, this Master Deed shall be construed to reserve to the Co-owners the right to amend this Master Deed and/or the Condominium Subdivision Plan without the consent of mortgagees, if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee approval of a proposed amendment to the Master Deed and/or Condominium Subdivision Plan is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the mortgagees of Units entitled to vote thereon. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

Section 3. Change in Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 7(c) of the Bylaws and except as provided in Article V, Article VI, Article VII and Article VIII hereof.

Section 4. By Association. The Association, without the consent of any Co-owner or other person, may amend this Master Deed and the Condominium Subdivision Plan to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws as do not materially affect any right of a Co-owner or mortgagee, including, but not limited to, amendments to facilitate conventional mortgage loan financing for existing or prospective Co-owners, to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or of the State of Michigan and to comply with amendments to the Act.

Section 5. Termination, Vacation, Revocation and Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of eighty percent (80%) of the Co-owners and as otherwise allowed by law.

Section 6. Easements. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each benefited owner.

ARTICLE VIII ASSIGNMENT AND COMPLIANCE

Any or all of the rights and powers granted or reserved to the Developer in the initial Master Deed or the initial Bylaws, or by law, and not expressly herein reserved to the Developer during the Construction and Sales Period, or during a period of time determinable by reference to the date the Construction and Sales Period, are hereby assigned and transferred by the Developer to the Association. Every right and power herein reserved to the Developer for the Construction and Sales Period, or during a period of time determinable by reference to the date the Construction and Sales Period, is hereby expressly excepted from this assignment and transfer, may be exercised by the Developer in accordance with its terms and, unless hereafter assigned to the Association, automatically shall expire in accordance with Article XXI of the Bylaws.

In the event that any provision of this Master Deed conflicts with any provision of the Bylaws and Condominium Subdivision Plan, the provisions of the Master Deed shall govern.

ARTICLE IX EFFECT OF SUPERSEDING CONSOLIDATING MASTER DEED

This Superseding Consolidating Master Deed, together with the attached Bylaws and Condominium Subdivision Plan, has been prepared and recorded pursuant to the powers and authorities reserved to the Developer in Articles IX and XI of the initial Master Deed, and in satisfaction of the Developer's responsibility to do so under the Act, and prospectively shall supersede in its entirety said initial Master Deed (including the Bylaws and Condominium Subdivision Plan), as heretofore amended, effective upon its recording in the Wayne County Records.

NEWBURGH PARK L.L.C.
a Michigan Limited Liability Company

By: _____
Its: _____

Gary Shapiro
Manager

By: _____
Its: _____

Steven Perlman
Manager

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 12TH day of August, 2005, the foregoing Master Deed was acknowledged before me by Gary Shapiro, a Manager of Newburgh Park, L.L.C., a Michigan Limited Liability Company, on behalf of said Company.

, Notary Public
County, Michigan

My Commission Expires: C.S. WALKER
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Dec 19, 2006
ACTING IN OAKLAND COUNTY, MI

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17TH day of August, 2005, the foregoing Master Deed was acknowledged before me by Steven Perlman, a Manager of Newburgh Park, L.L.C., a Michigan Limited Liability Company, on behalf of said Company.

, Notary Public
County, Michigan

My Commission Expires: C.S. WALKER
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Dec 19, 2006
ACTING IN OAKLAND COUNTY, MI

Superseding Consolidated Master Deed drafted by:

When Recorded Return to:

David S. Keast (P24418)

MEISNER & ASSOCIATES, P.C.

30200 Telegraph Road, Suite 467

Bingham Farms, Michigan 48025-4506

(248) 644-4433

DSK/d:\lshapiro\newburghpark\master deed 072205