

**COUNTRY CLUB VILLAGE OF NORTHLVILLE - II CONDOMINIUM**

Northville, Michigan

Dear Purchaser:

Welcome to Country Club Village of Northville - II Condominium. This booklet includes the documents required by Michigan law for the formation of a condominium. It will serve as a reference point for any questions you may have concerning the operation, maintenance and legal status of your condominium unit. It contains an Information Statement about section 84a of the Condominium Act, Disclosure Statement, Master Deed, Condominium Bylaws, Corporate Bylaws, Articles of Incorporation and Escrow Agreement.

Sincerely,

PULTE HOMES OF MICHIGAN  
CORPORATION

**COUNTRY CLUB VILLAGE OF NORTHLAKE - II CONDOMINIUM**  
**INFORMATION STATEMENT**

Notice to purchasers: Paraphrases below are provisions of Section 84a of the Michigan Condominium Act ("Act"), which is being submitted to Purchasers to comply with the requirements of the Act. By signing below, Purchasers acknowledge that they have reviewed this Statement and have received from Developer a copy of the recorded master deed, a and its exhibits, signed purchase agreement, escrow agreement, Condominium Buyer's Handbook and disclosure statement.

Section 84a of the Act provides in part:

( 1 ) The developer shall provide copies of all the following documents to a prospective purchaser of a condominium unit, other than a business condominium unit:

    ( a ) The recorded master deed.

    ( b ) A copy of a purchase agreement that conforms with section 84a [of the Act], and that is in a form which the purchaser may sign the agreement, together with a copy of the escrow agreement.

    ( c ) A condominium buyer's handbook. The handbook shall contain, in a prominent location and in boldface type, the name, telephone number, and address of the person designated by the administrator to respond to complaints. The handbook shall contain a listing of the available remedies as provided in section 145 [of the Act].

    ( d ) A disclosure statement relating to the project containing all of the following:

        ( i ) An explanation of the association of co-owners' possible liability pursuant to section 58 [of the Act].

        ( ii ) The names, addresses, and previous experience with condominium projects of each developer and any management agency, real estate broker, residential builder, and residential maintenance and alteration contractor.

        ( iii ) A projected budget for the first year of operation of the association of co-owners.

        ( iv ) An explanation of the escrow arrangement.

        ( v ) Any express warranties undertaken by the developer, together with a statement that express warranties are not provided unless specifically stated.

( vi ) If the condominium project is an expandable condominium project, an explanation of the contents of the master deed relating to the election to expand the project prescribed in section 32 [of the Act], and an explanation of the material consequences of expanding the project.

( vii ) If the condominium project is a contractable condominium project, an explanation of the contents of the master deed relating to the election to the contract the project prescribed in section 33 [of the Act], an explanation of the material consequences of the contracting project, and a statement that any structures or improvements proposed to be located in a contractible area need not be built.

( viii ) If section 66 (2) (j) [of the Act] is applicable, an identification of all structures and improvements labeled pursuant to section 66 [of the Act] "need not be built".

( ix ) If section 66 (2) (j) [of the Act] is applicable, the extent to which financial agreements have been provided for completion of all structures and improvements labeled pursuant to section 66 [of the Act] "must be built".

( x ) Other material information about the condominium project and the developer that the administrator requires by rule.

( e ) If a project is a conversion condominium, the developer shall disclose the following additional information:

( i ) A statement, if known, of the condition of the main components of the building, including the roofs; foundations; external and supporting walls; heating, cooling, mechanical ventilating, electrical, and plumbing systems; and structural components of the building listed in this subparagraph is unknown, the developer shall fully disclose the fact.

( ii ) A list of any outstanding building code or other municipal regulation violations and the dates the premises were last inspected for compliance with building and housing codes.

( iii ) The year or years of completion of construction of the building or buildings in the project.

( 2 ) A purchase agreement may be amended by agreement of the purchaser and developer before or after the agreement is signed. An amendment to the purchase agreement does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2) [of the Act]. An amendment to the condominium documents effected in the manner provided in the documents or provided by law does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2) [of the Act].

( 3 ) At the time the purchaser receives the documents required in the subsection (1) the developer shall provide a separate form that explains the provisions of this section. The signature of the purchaser upon this form is *prima facie* evidence that the documents required in subsection (1) were received and understood by the purchaser.

...  
( 5 ) With regard to any documents required under this section, a developer shall not make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

( 6 ) The developer promptly shall amend a document required under this section to reflect any material change or to correct any omission in the document.

( 7 ) In addition to other liabilities and penalties, a developer who violates this section is subject to section 115 [of the Act, which section imposes penalties upon a developer or any other person who fails to comply with the Condominium Act or any rule, agreement or master deed and may make a developer liable to a purchaser of a unit for damages].

PURCHASERS :

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

D2794g

**COUNTRY CLUB VILLAGE OF NORTHLVILLE - II**

**NOTICE TO PURCHASERS**

**Re: Private Roads**

The roads in the Condominium are general common elements and, therefore, will be maintained by the Condominium Association and not by the Board of County Road Commissioners or any other governmental agency.

**NOTICE TO PURCHASERS AND MORTGAGEES**

**Re: Amendments to Master Deed**

This is to notify you that the original Master Deed establishing Country Club Village of Northville - II permits Developer to amend the Master Deed in connection with the expansion of the Condominium and the conversion of certain areas in the Condominium into units and or common elements. Such amendments may be made by the Developer in the manner provided in the Master Deed without the consent of co-owners or mortgagees.

**DEVELOPER**

**PULTE HOMES OF MICHIGAN**

**A9143h**

**DISCLOSURE STATEMENT**

**COUNTRY CLUB VILLAGE OF NORTHLVILLE - II**  
**Northville Township, Michigan**

**Developed By**

**PULTE HOMES OF MICHIGAN CORPORATION**  
**315 South Woodward, Suite 110**  
**Royal Oak, Michigan 48067**

**Effective Date: June 20, 1993**

**PERSONS ACQUIRING INTERESTS IN THE CONDOMINIUM  
SHOULD CONSULT THEIR OWN PROFESSIONAL ADVISORS.**

**THIS DISCLOSURE STATEMENT SUPERCEDES ALL PRIOR  
DISCLOSURE STATEMENTS FOR COUNTRY CLUB VILLAGE  
OF NORTHLVILLE - II**

COUNTRY CLUB VILLAGE OF NORTHVILLE - II

TABLE OF CONTENTS

	<u>Page</u>
I. Size and Scope of Development	1
II. Improvements Labeled "Must be Built" or "Need Not be Built"	1
III. Possible Expansion of Condominium	1
IV. Golf Course Operations	1
V. Escrow Arrangement	1
VI. Warranty	2
VII. Management and Budget	3
VIII. Restrictions Applicable to the Condominium	3
IX. Experience of Certain Companies	3
X. Insurance	4
XI. Possible Liability for Additional Assessments	4
XII. Special Assessment for Sanitary Sewer and Water Collector Systems	4
XIII. Disclosure Statement and Condominium Documents	4
XIV. No Recreational Facilities	5
XV. Private Roads	5

**I. Size and Scope of Development.**

Country Club Village of Northville - II is a 340-unit condominium in the Township of Northville, Wayne County, Michigan. A more detailed description of the development will be found in the condominium plan which is attached to the master deed.

The land, shared utility lines and most structural elements of the buildings will be general common elements to be owned, used and maintained in common by all co-owners of units. Each co-owner of a unit will own a fractional interest of the general common elements equivalent to the co-owner's percentage of value. Percentages of value are stated in the master deed. The master deed also describes certain limited common elements such as porches, decks, walks and drives. The master deed must be examined carefully to determine each co-owner's rights and obligations with respect to common elements.

**II. Improvements Labeled "Must be Built" or "Need Not be Built".**

The Condominium Act requires that proposed structures and improvements be labeled in the condominium subdivision plan as either "must be built" or "need not be built." The Country Club Village of Northville - II plan identifies units 1 through 4, 9 through 44, 190, and 227 through 229 as "must be built," and units 5 through 8, 45 through 189, 191 through 226, and 230 through 340 as "need not be built." With the exception of the escrow arrangement described hereafter and in the escrow agreement, developer has not provided any financing arrangement in which unit purchasers have an interest to provide for the completion of "must be built" items.

**III. Possible Expansion of Condominium.**

Developer has reserved the right, but not the obligation, to expand the condominium one or more times to include additional units, land and other common elements. The land which may be added to the condominium is described in the master deed as the "Additional Land." The master deed limits the maximum size of the condominium to 1,000 units, but the number of units actually added to the condominium may not exceed the number permitted by local ordinances. The building plans for any expansion must meet the requirements of local ordinances. Areas which may be added to the condominium may include separate condominium developments established on the Additional Land by developer or others. Developer has reserved the right to amend the condominium documents to accomplish one or more such expansions which amendments will include replatting of the condominium subdivision plan, revision of percentages of value and such other changes in the condominium documents as are deemed by developer to be necessary. Such amendments may be made by developer without the consent of the co-owners or mortgagees. This disclosure statement and the master deed give notice to co-owners and mortgagees of such amendments, and developer may make such amendments without giving further notice.

**IV. Golf Course Operations.**

Developer anticipates that a golf course will be operated on land contiguous to or nearby the condominium. Developer has reserved the right to include in the condominium common areas or facilities related to the operation of a golf course and reserved easements for the use of such common areas or facilities. Developer may also include in the condominium facilities subject to a lessee's interest on the part of Developer or others. The provisions in the condominium documents relating to a golf course impose no obligations on Developer in connection with such golf course.

**V. Escrow Arrangement.**

Developer has entered into an escrow agreement with First Metropolitan Title Company which provides that all deposits made under purchase agreements be placed in escrow. The escrow agreement

provides for the release of an escrow deposit to any purchaser who withdraws from a purchase agreement in accordance with the purchase agreement. Such a withdrawal is permitted by each purchase agreement if it takes place within nine business days after the purchaser has received all of the condominium documents, or if the purchase agreement is conditional upon obtaining a mortgage and purchaser is unable to do so, or if the condominium documents are changed in a way that materially reduces a purchaser's rights. The escrow agreement also provides that a deposit will be released to the Developer if the purchaser defaults in any obligation under the purchase agreement after the purchase agreement has become binding upon the purchaser. The escrow agreement also provides that deposits will be released to the Developer when the closing of the sale takes place, subject to certain provisions of the escrow agreement relating to items designated as "must be built." Each person purchasing a unit will receive a copy of the escrow agreement.

VI. Warranty.

Express warranties are not provided unless specifically stated in the purchase agreement.

**LIMITED ONE (1) YEAR WARRANTY.** Developer warrants the construction of purchaser's unit and the general and limited common elements appurtenant to purchaser's unit against defects in workmanship and materials for a period of one (1) year from the date of occupancy or closing, whichever first occurs, but only in accordance with, and as limited by, developer's Limited Home Warranty which developer shall deliver to purchaser at closing. Notwithstanding the foregoing, the one (1) year warranty period on each common element, limited or general, shall begin on the date the specific common element was built, or the date of the closing of the first unit sold in the condominium, whichever date is later. **DEVELOPER'S OBLIGATIONS UNDER THE LIMITED HOME WARRANTY ARE LIMITED TO REPAIR AND REPLACEMENT.** As to items not of developer's manufacture, such as any air conditioner, water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products", as defined by the Federal Trade Commission, developer agrees to pass along to purchaser the manufacturer's warranty, without recourse. Developer makes no warranty on such items. **DEVELOPER'S LIMITED HOME WARRANTY IS THE ONLY WARRANTY APPLICABLE TO EACH PURCHASE.** ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSON-MOSS WARRANTY ACT, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED.

**LIMITATION OF LIABILITY.** DEVELOPER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE IS LIMITED TO THE REMEDY PROVIDED IN DEVELOPER'S LIMITED HOME WARRANTY. DEVELOPER SHALL NOT BE LIABLE OR RESPONSIBLE TO COMPENSATE OR INDEMNIFY PURCHASER FOR ANY DAMAGES, CLAIM, DEMAND, LOSS, COST, OR EXPENSE RESULTING FROM AN ALLEGED CLAIM OF BREACH OF WARRANTY WHETHER RELATING TO INJURY TO PERSONS, PROPERTY, OR OTHERWISE, OR RELATING TO THE PRESENCE OF ANY TOXIC AND HAZARDOUS WASTE, SUBSTANCE, OR CONTAMINANT IN, ON, OR UNDER THE PROPERTY, THE CONDOMINIUM OF WHICH THE PROPERTY IS A PART, OR THE REAL ESTATE ADJACENT TO OR IN CLOSE PROXIMITY WITH SUCH DEVELOPMENT. UNDER NO CIRCUMSTANCES SHALL DEVELOPER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES BASED ON CLAIMED DIMINUTION OF THE VALUE OF THE DWELLING, EVEN IF DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF A PURCHASE AGREEMENT MAY BE BROUGHT BY A PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. EACH PURCHASER AGREES THAT ALL PURCHASER'S RIGHTS RELATING TO THE PURCHASE AGREEMENT AND THE PURCHASER'S UNIT MAY BE ASSERTED ONLY BY THE PURCHASER AND NOT BY ANY ASSOCIATION OR ANY CLASS REPRESENTATIVE; AND EACH PURCHASER ACKNOWLEDGES THAT DEVELOPER WOULD NOT AGREE TO SELL THE UNIT TO THE PURCHASER WITHOUT SUCH AGREEMENT BY THE PURCHASER.

## **VII. Management and Budget.**

The common affairs of the co-owners and all matters relating to the common elements of the condominium are managed exclusively by Country Club Village of Northville - II Condominium Association, a Michigan non-profit corporation. As each individual purchaser acquires title to a condominium unit, the purchaser will also become a member of the condominium association. The manner in which the association is run by its members, its officers and its board of directors is set forth in the master deed and in the condominium bylaws, corporate bylaws and articles of incorporation which are included with each purchaser's ownership documents. Until a board of directors is elected by the members, the condominium association will be controlled by the directors named in the association articles of incorporation, which directors were named by developer.

The association's only source of revenue to fund its budget is by the assessment of its members. Each co-owner must pay to the association an annual assessment which is determined in part by dividing the projected budget by the member's percentage of value which is stated in the master deed. The annual assessment must be paid to the association by each co-owner in 12 equal monthly assessments. In the event the association incurs expenses which are not anticipated in the budget, the association may also levy special assessments to cover such expenses. Any special assessments would be allocated to the co-owners in accordance with the percentages of value stated in the master deed. The developer does not pay association assessments for the units it owns until they are occupied but does reimburse the association for any expenses it may incur for such units. The attached association budget is based upon developer's estimates of the expenses which will be incurred by the association. Actual expenses may vary substantially from these estimates. Developer does not represent or warrant that the budget accurately reflects the assessments which will be charged by the association. Furthermore, if a swimming pool or clubhouse is made available to the co-owners in the future, the budget will be increased to provide for the maintenance and operation of such facilities.

## **VIII. Restrictions Applicable to the Condominium.**

Owners of condominium units will be bound by various restrictions applying to the use of the condominium units and common elements. These restrictions are found in the master deed and in the condominium bylaws (particularly article VI of the condominium bylaws). For example, the condominium bylaws prohibit commercial activities on the premises, prohibit alterations in the exterior appearance or structure of any unit, prohibit immoral, improper, unlawful, offensive or unreasonably noisy activities on the premises, regulate the kind and number of pets which may be kept on the premises, regulate the kind of vehicles which may be parked on the premises, prohibit the use of "for sale" signs without the permission of the board of directors of the association, give access to the association to all units and common elements for the purpose of their protection and repair, prohibit landscaping upon the common elements without association approval, prohibit unsightly conditions, and permit the association board of directors to adopt further reasonable regulations concerning the use of the units and the common elements. There are also other restrictions in the master deed and condominium bylaws. None of the restrictions prohibit the developer from carrying on sales activities as long as the developer is selling units in the condominium.

## **IX. Experience of Certain Companies.**

Developer is the licensed builder and licensed real estate broker for the condominium. Developer previously developed and sold units in the following condominium projects in Lake Orion, Michigan: Lake Village Condominium and Keatington Condominium.

Developer has retained In Rhodes Management Company, 420 Taylor, Rochester, Michigan, to manage the condominium association. The management company has managed numerous other residential developments in Michigan including, for example, the following developments: Aspen Wood Condominium in Warren, Michigan, Village Square Condominium in Rochester, Michigan and Wood Grove Condominium in Rochester Hills, Michigan.

X. Insurance.

The completed units in the condominium development will be insured against fire and other casualty under a master insurance policy which names the condominium association as the insured. In the event of any casualty affecting the condominium buildings, the insurance proceeds would be paid to and administered by the condominium association in accordance with the provisions of the condominium bylaws. The insurance coverage carried by the condominium association will not cover the interior of any individual unit, improvements installed by purchasers or any personal property of any co-owner. Each unit owner should acquire insurance on the interior of the owner's unit and on the owner's personal property.

XI. Possible Liability for Additional Assessments.

It is possible for co-owners to become obligated to pay a percentage share of assessment delinquencies incurred by other co-owners. This can happen if a delinquent co-owner defaults on a first mortgage and if the mortgagee forecloses. The delinquent assessments then become a common expense which is reallocated to all the co-owners, including the first mortgagee, in accordance with the percentages of value in the master deed. The Michigan Condominium Act (section 58) provides: "If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the [Association] chargeable to the unit which became due prior to the acquisition of title to the unit by such person. The unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners including such persons, its successors and assigns."

XII. Special Assessment for Sanitary Sewer and Water Collector Systems.

Each unit in the condominium is subject to Northville Township special assessments for the construction of sanitary sewer collector and water systems benefiting the condominium property. The special assessments will be payable annually by each unit co-owner on December 1st of each year for 15 years. The amount of the annual payments of the special assessments has not yet been established by the Township of Northville, but Developer estimates the amount payable annually will be roughly \$180.00 per unit, or approximately \$15.00 per month per unit. The actual amount of the annual special assessment installment may be higher or lower than Developer's estimate, but in any event will be the responsibility of each unit co-owner.

XIII. Disclosure Statement and Condominium Documents.

This disclosure statement paraphrases various provisions of the purchase agreement, escrow agreement, master deed, and other documents required by law. It is not a complete statement of all the provisions of those documents which may be important to purchasers. In an attempt to be more readable, this disclosure statement omits most legal phrases, definitions and detailed provisions of the other documents. It is not a substitute for the legal documents which it draws information from, and the rights of purchasers and other parties will be controlled by the other legal documents and not by this disclosure statement.

Developer disclaims liability to any purchaser for misstatements herein (or for omissions which make statements herein appear misleading) if such misstatements were made by developer in good faith, or were immaterial in nature, or were not relied upon by the purchaser, or did not result in any damages to the purchaser. Developer is required to give each purchaser a copy of The Condominium Buyers Handbook. This handbook was prepared by the Michigan Department of Commerce, and developer accepts no responsibility for its contents.

In preparing this disclosure statement and the other condominium documents, developer's counsel has not undertaken professional responsibility to the condominium association or to any co-owners or

mortgagees for the completeness, accuracy, or validity of the condominium documents. PERSONS ACQUIRING INTERESTS IN THE CONDOMINIUM SHOULD CONSULT THEIR OWN PROFESSIONAL ADVISORS.

XIV. No Recreational Facilities.

The condominium does not include any recreational facilities. Developer has reserved the right to add such facilities to the condominium, or make such facilities available for use by the co-owners, but developer is not obligated to do so. If recreational facilities are shared by co-owners and by others, the association will be obligated to pay a pro rata share of the expenses related to the operation and maintenance of such facilities.

XV. Private Roads.

The drives in the condominium are privately owned as general common elements and, therefore, may not be maintained by any governmental agency.

WPS\REAL-EST\COUNTCLBSTM

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II

BUDGET FISCAL YEAR June 1, 1993 to May 31, 1994.  
Based on 241 units to start, plus 6 units each month.

PREPARED FOR:

Country Club Village  
of Northville II  
Northville, MI 48167

PREPARED BY:

In Rhodes Management  
420 Taylor  
Rochester, MI 48307

---

INCOME

Association Fees	\$411,000
Initial Ins. Assessment	12,600
Initial Working Capital	15,120
Clubhouse Rental	1,950
Newsletter Ads	120
Interest Income	9,139
Late Fees	1,250
TOTAL INCOME . . . . .	\$451,179
	=====

EXPENSES

Administrative

Postage	411
Printing	120
Management Fee	33,538
Legal Fees	2,000
Audit Fee	700
Payment Coupon Books	921
Bank Service Charge	150
Copier Service	720
Social Committee	1,530
Communications Committee	310
Committee Office Supplies	750
Miscellaneous	200
SUB-TOTAL . . . . .	<u>\$ 41,350</u>

Utilities & Operating

Electricity	19,000
Rubbish Removal	13,152
Extermination	500
Pool/Clubhouse Electric	6,450*
Pool/Clubhouse Gas	4,600*
Pool/Clubhouse Water & Sewer	650*
Pool/Clubhouse Phones	240*
SUB-TOTAL . . . . .	<u>\$ 44,592</u>

Maintenance

Snow Removal	\$ 64,399
Lawn Maintenance Contract	82,862
Landscaping Extras	29,211
Fertilization	16,672
Miscellaneous Grounds Maint.	450
Sprinkler System Maint.	4,600
Pond Maintenance	4,010
Electrical Maintenance	2,500
Building Maintenance	2,004
Windows & Screens	1,500
Painting Exterior	1,500
Roof Maintenance	2,004
Roads & Signs	600
Road/Driveway Repair	2,004
Pool/Supplies	2,425*
Pool/Clubhouse Consumables	400*
Pool/Clubhouse Cleaning	1,690*
Pool/Clubhouse Maintenance	545*

SUB-TOTAL . . . . . \$219,376

Insurance & Taxes

Association Insurance	24,661
Workers' Comp Insurance	800
Taxes & Licenses	15

SUB-TOTAL . . . . . 25,476

Transfer to Reserves - undesignated . . . . . 80,385

Current year Budgeted Capital Expenditures . . . . . 40,000

TOTAL EXPENDITURES . . . . . \$451,179  
=====

\* Indicates a Shared expense with Country Club Village of Northville 1 Association.

MASTER DEED

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II  
WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 253

This Master Deed is made and executed this 17th day of November, 1988, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 33 Bloomfield Hills Parkway, Suite 200, Bloomfield Hills, Michigan 48013.

WITNESSETH:

WHEREAS, Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and 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 thereon, and the appurtenances thereto, as a condominium under the provisions of the Condominium Act Of Michigan.

NOW, THEREFORE, upon the recording hereof, Developer establishes Country Club Village of Northville - II Condominium as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits 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.

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Country Club Village of Northville - II Condominium, Wayne County Condominium Subdivision Plan No. 253. The architectural plans and specifications for the Condominium were filed with the Township of Northville. The buildings, Units and other improvements

contained in the Condominium, including the number, boundaries, dimensions and volume of each Unit therein, are set forth in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains one or more individual Units for residential purposes only. Each Unit is capable of individual use, 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 the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Country Club Village of Northville - II Condominium Association as set forth herein and in the Condominium Bylaws, Corporate Bylaws and Articles of Incorporation of such Association.

## ARTICLE II

### LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land in the Township of Northville, Wayne County, Michigan described as follows:

PART OF THE N. 1/2 OF SECTION 13 T.1S., R.8E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE N. 1/4 CORNER OF SAID SECTION 13; THENCE N.87° 38' 07"W., 1316.67 FEET ALONG THE NORTH LINE OF SAID SECTION 13 AND THE CENTERLINE OF SIX MILE ROAD, (120.00 FEET WIDE); THENCE S.00° 01' 47"E., 60.05 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID SIX MILE ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, S.87° 38' 07"E., 160.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, S.87° 38' 07"E., 198.12 FEET; THENCE S.00° 05' 12"W., 251.16 FEET; THENCE S.87° 31' 45"E., 139.98 FEET; THENCE S.00° 17' 50"E., 232.83 FEET; THENCE S.29° 46' 21"W., 88.85 FEET; THENCE S.89° 42' 10"W., 323.08 FEET; THENCE N.00° 01' 47"W., 410.59 FEET; THENCE N.02° 10' 32"W., 65.37 FEET; THENCE N.02° 21' 53"E., 103.31 FEET, TO THE POINT OF BEGINNING. CONTAINS 156,522 SQUARE FEET OR 3.59 ACRES AND SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

## ARTICLE III

### DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Corporate Bylaws of Country Club Village of Northville - II Condominium Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Additional Land" means the land described hereafter in Article IX, some or all of which may be added to the Condominium in one or more amendments or replats of this Master Deed.

(c) "Association" means the Michigan non-profit corporation, Country Club Village of Northville - II Condominium Association, of which all Co-owners shall be members, which Association 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.

(d) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(e) "Condominium" means Country Club Village of Northville - II Condominium as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances included within the Condominium.

(f) "Condominium Bylaws" means Exhibit A hereto, being the bylaws setting forth the rights and obligations of the Co-owners as members of the Association.

(g) "Condominium Documents," wherever used, means and includes this Master Deed and the Exhibits hereto, the Articles of Incorporation and the Corporate Bylaws of the Association.

(h) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(i) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on 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. Developer is a Co-owner as long as Developer owns one or more Units.

(k) "Corporate Bylaws" means the Corporate Bylaws of the Association, as distinguished from the Condominium Bylaws.

(l) "Developer" means Pulte Homes of Michigan Corporation, a Michigan corporation, its successors or assigns. All rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(m) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(n) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(o) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.

(p) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

(q) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(r) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(s) "Size" means the number of cubic feet number of square feet of ground or floor space within Condominium Unit computed by reference to the Plan and off to a whole number.

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

## ARTICLE IV

### COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land described in Article II hereof, including any drives, roads, walks, parking areas and landscaped areas to the extent not hereafter designated as Limited Common Elements;

(2) The electrical, gas, telephone, plumbing and cable television (if any) networks or systems throughout the Condominium, including that contained within Unit walls up to the point of connection with outlets or fixtures within any Unit;

(3) Foundations, supporting, columns, unit perimeter walls (including windows and doors therein) and such other walls as are designated on the Plan as General Common Elements, roofs, ceilings, floor construction between Unit levels and chimneys;

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

(5) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit.

(b) The Limited Common Elements are:

(1) Porches, decks, walks and drives designated on the Plan as Limited Common Elements are limited to the sole use of the Co-owners of the Units to which such Common Elements are appurtenant as shown on the Plan;

(2) Interior surfaces of all ceilings, floors, Unit perimeter walls, windows and doors contained within a Unit are Limited Common Elements limited to the sole use of the Co-owner of such Unit;

(c) Maintenance, repair and replacement of all Common Elements shall be the responsibility of the Association, to be assessed to all Co-owners according to their Percentages of Value, subject to the following provisions:

(1) Decks and the interior surfaces described in subparagraph (b)(2) above shall be the responsibility of the respective Co-owners having the use thereof.

(2) The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

ARTICLE V

USE OF PREMISES

No person shall use any Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Condominium.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 20 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by

individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

## ARTICLE VII

### EASEMENTS, RESTRICTIONS AND AGREEMENTS

The Condominium is subject to the following easements, restrictions and agreements:

(a) Developer hereby reserves permanent nonexclusive easements for ingress and egress over the roads and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, all of which easements shall be for the benefit of the Additional Land described in Article IX hereof whether or not such land is added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successor. Without limiting the foregoing, the foregoing easements reserved by Developer include a permanent nonexclusive easement for the installation and use of watermains and connections, which easement is depicted on the Plan. Developer has no financial obligation to support such easements.

(b) Developer reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements for utility, street, safety or construction purposes, and all persons acquiring any interest in the Condominium shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After completion of construction of the Condominium, including any expansion thereof, the foregoing right and power may be exercised by the Association.

(c) Developer may hereafter include within the Condominium (pursuant to an expansion, conversion or consolidation of the Condominium) facilities related to the operation of a golf course or roads, recreational facilities or other common elements or facilities intended to be shared in use by Co-owners of the Condominium and by others, in which event Developer may reserve an easement for the use of such roads, common elements or facilities, and Developer shall provide in its discretion a reasonable method of allocating the expense of maintaining and operating such roads, common elements or facilities between the Association and other persons entitled to the use of such roads, common elements or facilities. Developer shall also have the right, but not an obligation, to add improvements to the Condominium subject to the interest of a lessee, which improvements may be used in connection with the operation of a golf course.

(d) Developer may hereafter (but shall not be required to) add all or portions of a road to the Condominium or add recreational facilities, which may include a clubhouse, intended for the mutual use of Co-owners of Units in the Condominium and the owners or occupants of other residential units. Whether or not the road and/or such recreational facilities are hereafter included as part of the Condominium, the Association shall be obligated for a portion of the expense of maintaining, repairing or replacing such road or facilities, which portion shall be determined from time to time prorata according to the total number of residential units using such road and recreational facilities and the number of Units in the Condominium.

(e) The Condominium will be serviced by easements for road, sanitary sewer and watermains, the preliminary locations of which are depicted on the Plan, and the final locations of which shall be subject to the approval of the Township of Northville.

(f) In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. There shall exist permanent easements of support with respect to any Unit interior wall which supports a Common Element.

## ARTICLE VIII

### AMENDMENTS

This Master Deed and any Exhibits hereto may be amended in the following manner:

(a) Amendments may be made and recorded by Developer or by the Association.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the written consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and Mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). A Mortgagee shall have one vote for each mortgage held, which shall be weighted according to the mortgaged Unit's percentage of value.

(c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To modify the types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium Bylaws;

(4) To clarify or explain the provisions of the Master Deed or its exhibits;

(5) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(6) To expand or convert the Condominium or to consolidate the Condominium with one or more other Condominiums established upon the Additional Land and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendments expressly permitted by this Master Deed;

(7) To make, define or limit easements affecting the Condominium;

(8) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed;

(9) To revise the Plan, as necessary, to conform to any construction options offered by Developer and elected by any purchasers of Units.

(d) Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value of Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium or has the right to expand the Condominium.

## ARTICLE IX

### FUTURE EXPANSION, CONVERSION OR CONSOLIDATION OF CONDOMINIUM

The Condominium is established as an expandable, convertible condominium in accordance with the provisions of this Article:

(a) Developer reserves the right, but not an obligation, to expand the Condominium and convert certain areas and, if applicable, to consolidate the Condominium with one or more other Condominiums established upon the Additional Land.

(b) There are no restrictions or limitations on Developer's right to expand, convert or consolidate the Condominium except as stated in this Article. The consent of any Co-owner shall not be required to expand, convert or

consolidate the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion, conversion or consolidation of the Condominium and any amendments to this Master Deed or replats to effectuate the expansion, conversion or consolidation and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendments or replats. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of executing such amendments or replats and all other documents necessary to effectuate the foregoing. Such amendments or replats may be made 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 herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge, convert or consolidate the Condominium and Developer may, in its discretion, establish all or a portion of the Additional Land described below as a rental development, a separate condominium, or any other form of development. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

(c) The Developer's right to expand, convert or consolidate the Condominium shall expire six years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Additional Land") is situated in the Township of Northville, Wayne County, Michigan and is more specifically described as follows:

PART OF THE NORTH 1/2 OF SECTION 13, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 13; THENCE N. 87° 38' 07" W., 958.60 FEET ALONG THE NORTH LINE OF SAID SECTION 13; THENCE S. 00° 05' 12" W., 60.01 FEET TO THE POINT OF BEGINNING ON THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (120 FEET WIDE); THENCE S. 00° 05' 12" W., 251.16 FEET; THENCE S. 87° 31' 45" E., 139.98 FEET; THENCE S. 00° 17' 50" E., 232.83 FEET; THENCE S. 87° 30' 16" E.,

158.89 FEET; THENCE S.  $00^{\circ} 54''$  E., 510.22 FEET; THENCE S.  $85^{\circ} 24' 45''$  E., 1636.42 FEET; THENCE S.  $85^{\circ} 30' 22''$  E., 1586.91 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAGGERTY ROAD (60 FEET, 1/2 RIGHT-OF-WAY); THENCE CONTINUING THE FOLLOWING THREE COURSES ALONG SAID WEST LINE OF HAGGERTY ROAD: (1) S.  $00^{\circ} 05' 00''$  W., 339.75 FEET, (2) 752.82 FEET ALONG THE ARC OF A CURVE OF THE RIGHT (RADIUS 1441.71 FEET, CENTRAL ANGLE  $29^{\circ} 55' 06''$ , CHORD BEARING S.  $15^{\circ} 02' 36''$  W., CHORD 744.30 FEET), (3) S.  $30^{\circ} 00' 05''$  W., 285.99 FEET; THENCE N.  $87^{\circ} 29' 56''$  W., 190.88 FEET; THENCE 208.70 FEET; THENCE S.  $87^{\circ} 47' 54''$  E., 168.86 FEET; THENCE N.  $02^{\circ} 21' 40''$  E., 149.11 FEET; THENCE N.  $87^{\circ} 47' 54''$  W., 169.52 FEET; THENCE S.  $29^{\circ} 46' 53''$  W., 1078.69 FEET; THENCE S.  $88^{\circ} 24' 07''$  W. 1463.78 FEET; THENCE N.  $00^{\circ} 34' 50''$  W., 294.32 FEET; THENCE S.  $89^{\circ} 25' 04''$  W., 549.06 FEET; THENCE N.  $00^{\circ} 33' 12''$  E., 889.15 FEET; THENCE N.  $87^{\circ} 20' 00''$  W., 130.30 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SECTION 13, T. 1 S., R. 8 E.; THENCE N.  $87^{\circ} 15' 13''$  W., 656.14 FEET ALONG SAID EAST-WEST 1/4 LINE; THENCE N.  $00^{\circ} 01' 47''$  W., 2688.96 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF SIX MILE ROAD; THENCE S.  $87^{\circ} 38' 07''$  E., 358.12 FEET ALONG SAID S. R.O.W. LINE TO THE POINT OF BEGINNING. CONTAINING 9,022,160 SQUARE FEET OR 207.12 ACRES AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

The foregoing parcel description includes the land comprising the Condominium as described in Article II hereof.

(e) The Additional Land may be added to the Condominium in its entirety or in parcels, in one amendment or replat or in separate amendments or replats, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Additional Land may be added to the Condominium. There may be one or more separate Condominiums established upon the Additional Land, in which event Developer may, in Developer's discretion, expand this Condominium to consolidate it with such other Condominiums. Such other condominiums may be developed and built by persons other than Developer.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Additional Land, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium.

(g) The maximum number of units which Developer reserves the right to construct upon the Additional Land is 980, which together with the 20 Units described in this initial Master Deed equals 1,000 Units. Local building ordinances and regulations may permit a smaller number of Units to be created upon the Additional Land. This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the Additional Land, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

(h) Developer may, but shall not be required to, construct recreational facilities of any kind (including a clubhouse) and facilities related to operation of a golf course upon the Additional Land and may or may not include such facilities or existing facilities within the Condominium. Subject to the foregoing exception, the balance of any improvements added to the Condominium shall be restricted exclusively to residential use and Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any structures erected on any portion of the Additional Land added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be added to the Condominium except that such units must be for residential use or for use related to operation of a golf course and must comply with state law, local ordinances and the requirements of building authorities.

(k) Developer may create Limited Common Elements upon the Additional Land and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be constructed upon the Additional Land is exclusively within the discretion of the Developer.

(l) If the Condominium is expanded or consolidated, it shall be expanded or consolidated by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Additional Land and/or improvements to the Condominium.

(m) Any amendment to the Master Deed, or any consolidation, which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred (100%) percent for the entire condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) All areas within the Condominium bordering the Additional Land shall be deemed Convertible Areas, which areas may be used for construction of additional buildings, Units or Common Elements in connection with any expansion of the Condominium, subject to the same limitations and restrictions which apply to an expansion of the Condominium.

(o) Any expansion, conversion or consolidation shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion, conversion or consolidation. At the conclusion of expansion of the Condominium, not later than 180 days after completion of construction, a consolidating master deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded consolidating master deed shall be provided to the Association.

(p) In the event the Condominium is consolidated with other Condominiums established upon the Additional Land, Developer may, in its discretion, make such other amendments to the Master Deed and its Exhibits as are necessary and appropriate to such consolidation, including but not limited to changing the name of the Condominium and of the Association, and providing that Association expenses related to the Condominium as it existed prior to the consolidation shall be accounted for separately and specially assessed only to the Co-owners of Units in the Condominium as it existed prior to such consolidation. Developer may also cause the Association to be merged with other Condominium Associations involved in such consolidation. The foregoing provisions relating to separate special assessments shall not be deemed to be invoked unless a consolidating Master Deed expressly so states.

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

WITNESS:

PULTE HOMES OF MICHIGAN  
CORPORATION, a Michigan  
corporation

/s/ Jeffery K. Parsigian  
Jeffery K. Parsigian

By: /s/ Robert J. Halso  
Robert J. Halso  
Its: President

/s/ Lynn A. Bowden  
Lynn A. Bowden

STATE OF MICHIGAN      )  
                            )  
COUNTY OF OAKLAND      ) ss.

The foregoing instrument was acknowledged before me this 17th day of November, 1988, by President, as the Robert J. Halso of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.

/s/ Lynn A. Bowden                                 Lynn A. Bowden  
Notary Public, Oakland County  
State of Michigan

My Commission Expires: 7/22/90

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Thomas J. Beale, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

A4811A

Recorded on April 20, 1989 in  
Liber 24150, Page 917, Wayne  
County Records.

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II CONDOMINIUM

FIRST AMENDMENT OF MASTER DEED

REPLAT NO. 1 OF WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 253

This First Amendment of Master Deed and Replat No. 1 of Wayne County Condominium Subdivision Plan No. 253 is made and executed this 14th day of April, 1989, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 33 Bloomfield Hills Parkway, Suite 200, Bloomfield Hills, Michigan 48013.

W I T N E S S E T H:

Whereas, Developer made and recorded a condominium Master Deed establishing Country Club Village of Northville - II Condominium (the "Condominium") as Wayne County Condominium Subdivision Plan No. 253, situated in the Township of Northville, which Master Deed was recorded on November 30, 1988 in Liber 23986, pages 883 through 947, Wayne County Records; and

Whereas, Developer declared in the original Master Deed the right to expand the Condominium by adding land and buildings to the Condominium premises as originally described in the Master Deed and Developer intends by this First Amendment of Master Deed and Replat No. 1 to so expand the Condominium; and

Whereas, Developer declared in the original Master Deed the right to correct survey errors and Developer intends by this First Amendment of Master Deed and Replat No. 1 to modify the Condominium survey and site plans by changing a bearing and distance and a coordinate stated therein; and

Whereas, Developer declared in the Master Deed the right to maxe, define or limit easements affecting the Condominium and Developer intends by this First Amendment of Master Deed and Replat No. 1 to further define certain easements affecting the Condominium.

Now, therefore, Developer hereby amends and replats the Condominium in the following manner:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto designated on the cover sheet as Replat No. 1, and sheets 19 and 20 of the Plan previously recorded, said sheets 19 and 20 being recorded in Liber 23986, pages 942 and 943, Wayne County Records.

2. Article II of the original Master Deed which described the land comprising the Condominium is amended in its entirety to the effect that the land comprising the Condominium is now described as follows:

Part of the N. 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as: Commencing at the N. 1/4 corner of said Section 13; thence N. 87° 38' 07" W., 1316.67 feet along the North line of said Section 13 and the centerline of Six Mile Road (120 feet wide); thence S. 00° 01' 47" E., 60.05 feet to a point on the South right-of-way line of said Six Mile Road; thence along said South right-of-way line, S. 87° 38' 07" E., 160.00 feet to the point of beginning; thence continuing along said right-of-way line, S. 87° 38' 07" E., 198.12 feet; thence S. 00° 05' 12" W., 251.16 feet; thence S. 87° 31'45" E., 139.98feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16"E., 158.89 feet; thence S. 00° 00' 54" E.,436.71 feet; thence S. 89° 42' 10" W., 320.97 feet; thence N. 27° 30' 30" W., 65.75 feet; thence S. 89° 42' 10" W., 142.99 feet; thence N. 08° 10' 49" W., 13.43 feet; thence 37.41 feet along the arc of a curve to the right (radius of 263.00 feet, central angle of 08° 09' 02", chord bearing N. 04° 06' 18" W., 37.38 feet); thence N. 00° 01' 47" W., 667.00 feet; thence N. 02° 10' 32" W., 65.37 feet; thence N. 02° 21' 53" E. 103.11 feet to the point of beginning. Containing 343,598 square feet or 7.888 acres and subject to easements and restrictions of record.

The land being added to the Condominium by this First Amendment of Master Deed and Replat No. 1 (which land is included in the above description) is described as:

Part of the North 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as: Commencing at the North 1/4 corner of said Section 13, T.1S., R.8E.; thence N. 87° 38' 07" W., 1316.67 feet along the North

line of said Section 13 and the centerline of Six Mile Road (120 feet wide); thence S. 00° 01' 47" E., 60.05 feet to a point on the South right-of-way line of said Six Mile Road; thence along said South right-of-way line, S. 87° 38' 07" E., 160.00 feet; thence S. 02° 21' 53" W., 103.11 feet; thence S. 02° 10' 32" E., 65.37 feet; thence S. 00° 01' 47" E., 408.78 feet to the point of beginning; thence N. 89° 42' 10" E., 285.05 feet; thence N. 35° 27' 06" E., 95.07 feet; thence S. 87° 30' 16" E., 158.89 feet; thence along the West line of Wolfbrook Estates as recorded in Liber 69, Page 19, Wayne County Records, S. 00° 00' 54" E., 436.71 feet; thence S. 89° 42' 10" W. 320.97 feet; thence N. 27° 30' 30" W., 65.75 feet; thence S. 89° 42' 10" W., 142.99 feet; thence N. 08° 10' 49" W., 13.43 feet; thence 37.41 feet along a curve to the right (radius of 263.00 feet, central angle 08° 09' 02", chord bears N. 04° 06' 18" W., 37.38 feet) thence N. 00° 01' 47" W., 258.22 feet to the point of beginning. Containing 187,408 square feet or 4.302 acres and subject to easements and restrictions of record.

3. Article VI of the original Master Deed is amended and restated as follows:

#### ARTICLE VI

##### CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 44 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the

proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

4. The Condominium is subject to the easements described in Article VII of the original Master Deed, provided that the easements described in Article VII, subparagraph (e) of the original Master Deed are amended and restated as follows:

(e) The Condominium will be serviced by nonexclusive easements for road, sanitary sewer and watermain, the preliminary locations of which are depicted on the Plan. The final locations of the sanitary sewer and watermain easements shall be subject to the approval of the Township of Northville.

5. Except as expressly amended herein, all other terms and provisions of the original Master Deed and its Exhibits, as amended, shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future expansions of the Condominium or amendments to the Master Deed.

IN WITNESS WHEREOF, Developer has caused this First Amendment of Master Deed and Replat No. 1 of Wayne County Condominium Subdivision Plan No. 253 to be executed the day and year first above written.

WITNESSES:

PULTE HOMES OF MICHIGAN CORPORATION,  
a Michigan corporation

/s/ Lenna B. Adams  
\*Lenna B. Adams

By: /s/ Jeffery K. Parsigian  
\*Jeffery K. Parsigian

/s/ Lynn A. Bowden  
\*Lynn A. Bowden

Its: Vice President

\*Print or type name of person signing

[Jurat on page 5]

STATE OF MICHIGAN      )  
                        ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 14th day of April, 1989, by Jeffery K. Parsigian, as the Vice President of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.

/s/ Lynn A. Bowden

\*Lynn A. Bowden  
Notary Public, Oakland County  
State of Michigan  
My Commission expires: 7/22/89

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Kevin M. Kohls, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

A4810A

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II CONDOMINIUM

SECOND AMENDMENT OF MASTER DEED

REPLAT NO. 2 OF WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 253

This Second Amendment of Master Deed and Replat No. 2 of Wayne County Condominium Subdivision Plan No. 253 is made and executed this 16th day of August, 1989, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 33 Bloomfield Hills Parkway, Suite 200, Bloomfield Hills, Michigan 48013.

W I T N E S S E T H:

Whereas, Developer made and recorded a condominium Master Deed establishing Country Club Village of Northville - II Condominium (the "Condominium") as Wayne County Condominium Subdivision Plan No. 253, situated in the Township of Northville, which Master Deed was recorded on November 30, 1988 in Liber 23986, pages 883 through 947, Wayne County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded in Liber 24150, Pages 917 through 951, of said records; and

Whereas, Developer declared in the original Master Deed the right to expand the Condominium by adding land and buildings to the Condominium premises as originally described in the Master Deed and Developer intends by this Second Amendment of Master Deed and Replat No. 2 to so expand the Condominium.

Now, therefore, Developer hereby amends and replats the Condominium in the following manner:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto designated on the cover sheet as Replat No. 2, and sheets 15, 16 and 25 through 28 of the Plan previously recorded in Liber 23986, pages 940, 941 and 948 through 951, Wayne County Records.

2. Article II of the original Master Deed which described the land comprising the Condominium is amended in its entirety to the effect that the land comprising the Condominium is now described as follows:

Part of the N. 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as: Commencing at the N. 1/4 corner of said Section 13; Thence N.  $87^{\circ} 38' 07''$  W., 1316.67 feet along the North line of said Section 13 and the centerline of Six Mile Road (120 feet wide); thence S.  $00^{\circ} 01' 47''$  E., 60.05 feet to a point on the South right-of-way line of said Six Mile Road; thence along said South right-of-way line, S.  $87^{\circ} 38' 07''$  E., 160.00 feet to the point of beginning; thence continuing along said right-of-way line, S.  $87^{\circ} 38' 07''$  E., 198.12 feet; thence S.  $00^{\circ} 05' 12''$  W., 251.16 feet; thence S.  $87^{\circ} 31' 45''$  E., 139.98 feet; thence S.  $00^{\circ} 17' 50''$  E., 232.83 feet; thence S.  $87^{\circ} 30' 16''$  E., 158.89 feet; thence S.  $00^{\circ} 00' 54''$  E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence S.  $28^{\circ} 31' 44''$  W., 195.77 feet; thence N.  $60^{\circ} 03' 16''$  W., 66.62 feet; thence S.  $29^{\circ} 56' 44''$  W., 103.13 feet; thence S.  $60^{\circ} 03' 16''$  E., 84.56 feet; thence S.  $70^{\circ} 09' 58''$  W., 70.77 feet; thence S.  $11^{\circ} 28' 49''$  E., 145.39 feet; thence S.  $76^{\circ} 21' 17''$  W., 66.43 feet; thence S.  $23^{\circ} 10' 11''$  E., 53.82 feet; thence S.  $02^{\circ} 51' 22''$  E., 100.97 feet; thence S.  $87^{\circ} 08' 36''$  W., 135.25 feet; thence S.  $02^{\circ} 51' 22''$  E., 45.02 feet; thence S.  $88^{\circ} 13' 59''$  W., 150.16 feet; thence Northerly 52.70 feet along the arc of a curve to the left (radius of 272.00 feet, central angle of  $11^{\circ} 06' 01''$ , chord bears N.  $02^{\circ} 59' 13''$  W., 52.61 feet); thence Northerly 125.62 feet along the arc of a curve to the right (radius of 430.00 feet, central angle of  $16^{\circ} 44' 20''$ , chord bears N.  $00^{\circ} 10' 03''$  W., 125.18 feet); thence Northerly 141.47 feet along the arc of a curve to the left (radius of 450.00 feet, central angle of  $18^{\circ} 00' 44''$ , chord bears N.  $00^{\circ} 48' 15''$  W., 140.89 feet); thence Northerly 61.45 feet along the arc of a curve to the right (radius of 360.00 feet, central angle of  $09^{\circ} 46' 50''$ , chord bears N.  $04^{\circ} 55' 12''$  W., 61.37 feet); thence N.  $00^{\circ} 01' 47''$  W., 157.08 feet; thence Northerly 51.83 feet along the arc of a curve to the right (radius of 400.00 feet,

central angle of  $07^{\circ} 25' 25''$ , chord bears N.  $03^{\circ} 40' 55''$  E., 51.79 feet); thence N.  $07^{\circ} 23' 38''$  E., 66.33 feet; thence Northerly 86.98 feet along the arc of a curve to the left (radius of 320.00 feet, central angle of  $15^{\circ} 34' 27''$ , chord bears N.  $00^{\circ} 23' 36''$  W., 86.71 feet); thence N.  $08^{\circ} 10' 49''$  W., 61.47 feet; thence Northerly 37.41 feet along the arc of a curve to the right (radius of 263.00 feet, central angle of  $08^{\circ} 09' 02''$ , chord bears N.  $04^{\circ} 06' 18''$  W., 37.38 feet); thence N.  $00^{\circ} 01' 47''$  W., 667.00 feet; thence N.  $02^{\circ} 10' 32''$  W., 65.37 feet; thence N.  $02^{\circ} 21' 53''$  E., 103.11 feet to the point of beginning. Containing 603,592 square feet or 13.857 acres and subject to easements and restrictions of record and all governmental limitations.

The land being added to the Condominium by this Second Amendment of Master Deed and Replat No. 2 (which land is included in the above description) is described as:

Part of the North 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, more particularly described as: Commencing at the North 1/4 corner of Section 13, T.1S., R.8E.; thence N.  $87^{\circ} 38' 07''$  W., 958.60 feet along with North line of said Section 13, said line being also the centerline of Six Mile Road (120 feet wide); thence S.  $00^{\circ} 05' 12''$  W., 311.17 feet; thence S.  $87^{\circ} 31' 45''$  E., 139.98 feet; thence S.  $00^{\circ} 17' 50''$  E., 232.83 feet; thence S.  $87^{\circ} 30' 16''$  E., 158.89 feet; thence S.  $00^{\circ} 00' 54''$  E., 436.71 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records) to the point of beginning; thence continuing along said West line, S.  $00^{\circ} 00' 54''$  E., 73.51 feet; thence S.  $28^{\circ} 31' 44''$  W., 195.77 feet; thence N.  $60^{\circ} 03' 16''$  W., 66.62 feet; thence S.  $29^{\circ} 56' 44''$  W., 103.13 feet; thence S.  $60^{\circ} 03' 16''$  E., 84.56 feet; thence S.  $70^{\circ} 09' 58''$  W., 70.77 feet; thence S.  $11^{\circ} 28' 49''$  E., 145.39 feet; thence S.  $76^{\circ} 21' 17''$  W., 66.43 feet; thence S.  $23^{\circ} 10' 11''$  E., 53.82 feet; thence S.  $02^{\circ} 51' 22''$  E., 100.97 feet; thence S.  $87^{\circ} 08' 36''$  W., 135.25 feet; thence S.  $02^{\circ} 51' 22''$  E., 45.02 feet; thence

S.  $88^{\circ} 13' 59''$  W., 150.16 feet; thence Northerly 52.70 feet along the arc of a curve to the left (radius of 272.00 feet, central angle of  $11^{\circ} 06' 01''$ , chord bears N.  $02^{\circ} 59' 13''$  W., 52.61 feet); thence Northerly 125.62 feet along the arc of a curve to the right (radius of 430.00 feet, central angle of  $16^{\circ} 44' 20''$ , chord bears N.  $00^{\circ} 10' 03''$  W., 125.18 feet); thence Northerly 141.47 feet along the arc of a curve to the left (radius of 450.00 feet, central angle of  $18^{\circ} 00' 44''$ , chord bears N.  $00^{\circ} 48' 15''$  W., 140.89 feet); thence Northerly 61.45 feet along the arc of a curve to the right (radius of 360.00 feet, central angle of  $09^{\circ} 46' 50''$ , chord bears N.  $04^{\circ} 55' 12''$  W., 61.37 feet); thence N.  $00^{\circ} 01' 47''$  W., 157.08 feet; thence Northerly 51.83 feet along the arc of a curve to the right (radius of 400.00 feet, central angle of  $07^{\circ} 25' 25''$ , chord bears N.  $03^{\circ} 40' 55''$  E., 51.79 feet); thence N.  $07^{\circ} 23' 38''$  E., 66.33 feet; thence Northerly 86.98 feet along the arc of a curve to the left (radius of 320.00 feet, central angle of  $15^{\circ} 34' 27''$ , chord bears N.  $00^{\circ} 23' 36''$  W., 86.71 feet); thence N.  $08^{\circ} 10' 49''$  W., 48.04 feet; thence N.  $89^{\circ} 42' 10''$  E., 142.99 feet; thence S.  $27^{\circ} 30' 30''$  E., 65.75 feet; thence N.  $89^{\circ} 42' 10''$  E., 320.97 feet to the point of beginning. Containing 259,994 square feet or 5.969 acres.

3. Article VI of the original Master Deed is amended and restated as follows:

#### ARTICLE VI

##### CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 80 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan.

The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

4. The Condominium is subject to the easements described in Article VII of the original Master Deed, provided that the easements described in Article VII, subparagraph (a) of the original Master Deed are amended and restated as follows:

(a) Developer hereby reserves permanent nonexclusive easements for ingress and egress over the roads and walks in the Condominium (including but not limited to Village Run Drive and Eagle Trace Drive) and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, all of which easements shall be for the benefit of the Additional Land described in Article IX hereof whether or not such land is added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successor. Without limiting the foregoing, the foregoing easements reserved by Developer include a permanent nonexclusive easement for the installation and use of watermains and connections, which easement is depicted on the Plan. Developer has no financial obligation to support such easements.

5. Except as expressly amended herein, all other terms and provisions of the original Master Deed and its Exhibits, as amended, shall continue in full force and effect, including,

without limitation, those provisions which permit Developer to make future expansions of the Condominium or amendments to the Master Deed.

IN WITNESS WHEREOF, Developer has caused this Second Amendment of Master Deed and Replat No. 2 of Wayne County Condominium Subdivision Plan No. 253 to be executed the day and year first above written.

WITNESSES:

/s/ Patricia A. Dvorak  
\*Patricia A. Dvorak

PULTE HOMES OF MICHIGAN  
CORPORATION,  
a Michigan corporation

By: /s/ Jeffery K. Parsigian  
\*Jeffery K. Parsigian

/s/ Stacey Lynn Wedgle  
\*Stacey Lynn Wedgle

Its: Vice President

\*Print or type name of person signing

STATE OF MICHIGAN      )  
                            )  
COUNTY OF OAKLAND      ) ss.  
                            )

The foregoing instrument was acknowledged before me this 16th day of August, 1989, by Jeffery K. Parsigian, as the Vice President of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.

/s/ Lynn A. Bowden  
\*Lynn A. Bowden  
Notary Public, Oakland County  
State of Michigan

My Commission expires: 7/22/90

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Kevin M. Kohls, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

A618lh

Recorded on January 5, 1990 in  
Liber 24484, Page 067, Wayne  
County Records.

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II CONDOMINIUM

THIRD AMENDMENT OF MASTER DEED

REPLAT NO. 3 OF WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 253

This Third Amendment of Master Deed and Replat No. 3 of Wayne County Condominium Subdivision Plan No. 253 is made and executed this 29th day of December, 1989, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 315 South Woodward, Suite 110, Royal Oak, Michigan 48067.

W I T N E S S E T H:

Whereas, Developer made and recorded a condominium Master Deed establishing Country Club Village of Northville - II Condominium (the "Condominium") as Wayne County Condominium Subdivision Plan No. 253, situated in the Township of Northville, which Master Deed was recorded on November 30, 1988 in Liber 23986, pages 883 through 947, Wayne County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded in Liber 24150, pages 917 through 951, of said records, and Second Amendment of Master Deed and Replat No. 2 recorded in Liber 24303, Pages 001 through 036 of said records; and

Whereas, Developer declared in the original Master Deed the right to expand the Condominium by adding land and buildings to the Condominium premises as originally described in the Master Deed and Developer intends by this Third Amendment of Master Deed and Replat No. 3 to so expand the Condominium.

Now, therefore, Developer hereby amends and replats the Condominium in the following manner:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto designated on the cover sheet as Replat No. 3, and sheets 15, 16, 25 through 28 of the Plan previously recorded in Liber 23986, pages 940, 941 and 948 through 951, Wayne County Records and sheets 2A, 2B, 4A, 4B, 5A, 6, 6A, 13, 14, 19 and 20 of the Plan previously recorded in Liber 24303, pages 009, 010, 014, 015, 018, 019, 020, 027, 028, 031 and 032, of said records.

2. Article II of the original Master Deed, as amended, which described the land comprising the Condominium is amended in its entirety to the effect that the land comprising the Condominium is now described as follows:

Part of the N. 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as:

Commencing at the N. 1/4 corner of said Section 13; thence N. 87° 38' 07" W., 1316.67 feet along the North line of said Section 13 and the centerline of Six Mile Road (120 feet wide); thence S. 00° 01' 47" E., 60.05 feet to a point on the South right-of-way line of said Six Mile Road; thence along said South right-of-way line, S. 87° 38' 07" E., 160.00 feet to the point of beginning; thence continuing along said right-of-way line, S. 87° 38' 07" E., 198.12 feet; thence S. 00° 05' 12" W., 251.16 feet; thence S. 87° 31' 45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence S. 28° 31' 44" W., 195.77 feet; thence N. 60° 03' 16" W., 66.62 feet; thence S. 29° 56' 44" W., 103.13 feet; thence S. 60° 03' 16" E., 84.56 feet; thence S. 70° 09' 58" W., 70.77 feet; thence S. 11° 28' 49" E., 145.39 feet; thence S. 76° 21' 17" W., 66.43 feet; thence S. 23° 10' 11" E., 53.82 feet; thence S. 02° 51' 22" E., 100.97 feet; thence S. 87° 08' 36" W., 135.25 feet; thence S. 02° 51' 22" E., 45.02 feet; thence S. 88° 13' 59" W., 9.68 feet; thence S. 02° 10' 00" W., 70.57 feet; thence N. 80° 55' 27" E., 130.68 feet; thence S. 11° 14' 02" E., 111.50 feet; thence S. 03° 45' 02" W., 109.09 feet; thence S. 11° 14' 02" E., 84.99 feet; thence S. 78° 45' 58" W., 165.25 feet; thence N. 11° 14' 02" W., 71.39 feet; thence S. 89° 58' 13" W., 121.95 feet; thence Northerly 8.89 feet along the arc of a curve to the left (radius of 327.00 feet, central angle of 01° 33' 27", chord bears N. 10° 20' 17" W., 8.89 feet); thence Northerly 87.08 feet along the arc of a curve to the right (radius of 450.00 feet, central angle of 11° 05' 14", chord bears N. 05° 34' 24" W., 86.94 feet); thence N. 00° 01' 47" W., 118.35 feet; thence Northerly 56.39 feet along the arc of a curve to the right (radius of 293.00 feet, central angle of 11° 01' 37", chord bears N. 05° 29' 01" E.,

56.30 feet); thence Northerly 92.73 feet along the arc of a curve to the left (radius of 272.00 feet, central angle of 19° 32' 03", chord bears N. 01° 13' 48" E., 92.29 feet); thence Northerly 125.62 feet along the arc of a curve to the right (radius of 430.00 feet, central angle of 16° 44' 20", chord bears N. 00° 10' 03" W., 125.18 feet); thence Northerly 141.47 feet along the arc of a curve to the left (radius of 450.00 feet, central angle of 18° 00' 44", chord bears N. 00° 48' 15" W., 140.89 feet); thence Northerly 61.45 feet along the arc of a curve to the right (radius of 360.00 feet, central angle of 09° 46' 50", chord bears N. 04° 55' 12" W., 61.37 feet); thence N. 00° 01' 47" W., 157.08 feet; thence Northerly 51.83 feet along the arc of a curve to the right (radius of 400.00 feet, central angle of 07° 25' 25", chord bears N. 03° 40' 55" E., 51.79 feet); thence N. 07° 23' 38" E., 66.33 feet; thence Northerly 86.98 feet along the arc of a curve to the left (radius of 320.00 feet, central angle of 15° 34' 27", chord bears N. 00° 23' 36" W., 86.71 feet); thence N. 08° 10' 49" W., 61.47 feet; thence Northerly 37.41 feet along the arc of a curve to the right (radius of 263.00 feet, central angle of 08° 09' 02", chord bears N. 04° 06' 18" W., 37.38 feet); thence N. 00° 01' 47" W., 667.00 feet; thence N. 02° 10' 32" W., 65.37 feet; thence N. 02° 21' 53" E., 103.11 feet to the point of beginning. Containing 693.767 square feet or 15.927 acres and subject to easements and restrictions of record and all governmental limitations.

The land being added to the Condominium by this Third Amendment of Master Deed and Replat No. 3 (which land is included in the above description) is described as:

Part of the North 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, more particularly described as:

Commencing at the North 1/4 corner of Section 13, T.1S., R.8E.; thence N. 87° 38' 07" W., 958.60 feet along the North line of said Section 13, said line being also the centerline of Six Mile Road (120 feet wide); thence S. 00° 05' 12" W., 311.17 feet; thence S. 87° 31' 45" E., 139.98 feet;

thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence S. 28° 31' 44" W., 195.77 feet; thence N. 60° 03' 16" W., 66.62 feet; thence S. 29° 56' 44" W., 103.13 feet; thence S. 60° 03' 16" E., 84.56 feet; thence S. 70° 09' 58" W., 70.77 feet; thence S. 11° 28' 49" E., 145.39 feet; thence S. 76° 21' 17" W., 66.43 feet; thence S. 23° 10' 11" E., 53.82 feet; thence S. 02° 51' 22" E., 100.97 feet; thence S. 87° 08' 36" W., 135.25 feet; thence S. 02° 51' 22" E., 45.02 feet; thence S. 88° 13' 59" W., 9.68 feet to the point of beginning; thence S. 02° 10' 00" W., 70.57 feet; thence N. 80° 55' 27" E., 130.68 feet; thence S. 11° 14' 02" E., 111.50 feet; thence S. 03° 45' 02" W., 109.09 feet; thence S. 11° 14' 02" E., 84.99 feet; thence S. 78° 45' 58" W., 165.25 feet; thence N. 11° 14' 02" W., 71.39 feet; thence S. 89° 58' 13" W., 121.95 feet; thence Northerly 8.89 feet along the arc of a curve to the left (radius of 327.00 feet, central angle of 01° 33' 27", chord bears N. 10° 20' 17" W., 8.89 feet); thence Northerly 87.08 feet along the arc of a curve to the right (radius of 450.00 feet, central angle of 11° 05' 14", chord bears N. 05° 34' 24" W., 86.94 feet); thence N. 00° 01' 47" W., 118.35 feet; thence Northerly 56.39 feet along the arc of a curve to the right (radius of 293.00 feet, central angle of 11° 01' 37", chord bears N. 05° 29' 01" E., 56.30 feet); thence Northerly 40.04 feet along the arc of a curve to the left (radius of 272.00 feet, central angle of 08° 26' 01", chord bears N. 06° 46' 49" E., 40.00 feet); thence N. 88° 13' 59" E., 140.48 feet to the point of beginning. Containing 91,189 square feet or 2.093 acres.

3. Article VI of the original Master Deed is amended and restated as follows:

## ARTICLE VI

### CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 92 residential Units. Each Unit is described in this paragraph with

reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

4. The Condominium is subject to the easements described in Article VII of the original Master Deed, provided that the easements described in Article VII, subparagraph (a) of the original Master Deed are amended and restated as follows:

(a) Developer hereby reserves permanent nonexclusive easements for ingress and egress over the roads and walks in the Condominium (including but not limited to Village Run Drive, Eagle Trace Drive and Muirfield Lane) and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, all of which easements shall be for the benefit of the Additional Land described in Article IX hereof whether or not such land is added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successor. Without limiting the foregoing, the foregoing easements reserved by Developer include a permanent nonexclusive easement for the installation and use of water mains and connections, which easement is depicted on the Plan. Developer has no financial obligation to support such easements.

5. Except as expressly amended herein, all other terms and provisions of the original Master Deed and its Exhibits, as amended, shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future expansions of the Condominium or amendments to the Master Deed.

IN WITNESS WHEREOF, Developer has caused this Third Amendment of Master Deed and Replat No. 3 of Wayne County Condominium Subdivision Plan No. 253 to be executed the day and year first above written.

WITNESSES:

PULTE HOMES OF MICHIGAN  
CORPORATION,  
a Michigan corporation

/s/ Stacey Lynn Wedgle                  By:/s/ Jeffery K. Parsigian  
\*Stacey Lynn Wedgle                  \*Jeffery K. Parsigian

/s/ Lorraine McIntosh                  Its: Vice President  
\*Lorraine McIntosh

\*Print or type name of person signing

STATE OF MICHIGAN      )  
                              ) ss.  
COUNTY OF OAKLAND      )

The foregoing instrument was acknowledged before me this 29th day of December, 1989, by Jeffery K. Parsigian, as the Vice President of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.

/s/ Lynn A. Bowden  
\*Lynn A. Bowden  
Notary Public, Oakland County  
State of Michigan

My Commission expires: 7/22/90

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Kevin M. Kohls, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

A7694h

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II

FOURTH AMENDMENT OF MASTER DEED

REPLAT NO. 4 OF WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 253

This Fourth Amendment of Master Deed and Replat No. 4 of Wayne County Condominium Subdivision Plan No. 253 is made and executed this 18th day of May, 1990, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 315 South Woodward, Suite 110, Royal Oak, Michigan 48067.

W I T N E S S E T H:

Whereas, Developer made and recorded a condominium Master Deed establishing Country Club Village of Northville - II Condominium (the "Condominium") as Wayne County Condominium Subdivision Plan No. 253, situated in the Township of Northville, which Master Deed was recorded on November 30, 1988 in Liber 23986, pages 883 through 947, Wayne County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded in Liber 24150, pages 917 through 951, of said records, and Second Amendment of Master Deed and Replat No. 2 recorded in Liber 24303, pages 001 through 036, of said records, and Third Amendment of Master Deed and Replat No. 3 recorded in Liber 24484, pages 067 through 096, of said records; and

Whereas, Developer declared in the original Master Deed the right to expand the Condominium by adding land and buildings to the Condominium premises as originally described in the Master Deed and Developer intends by this Fourth Amendment of Master Deed and Replat No. 4 to so expand the Condominium.

Now, therefore, Developer hereby amends and replats the Condominium in the following manner:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto designated on the cover sheet as Replat No. 4, and sheets 15, 16, 25 through 28 of the Plan previously recorded in Liber 23986, pages 940, 941 and 948 through 951, Wayne County Records, sheets 2A, 4A, 5A, 6, 6A, 13, 14, 19 and 20 of the Plan previously recorded in Liber 24303, pages 009, 010, 014, 015, 018, 019, 020, 027, 028, 031 and 032, of said records, and sheets 2D, 4D, 5, 11, 12, 17 and 18 previously recorded in Liber 24484, pages 76, 80, 81, 87, 88, 89 and 90, of said records.

2. Article II of the original Master Deed, as amended, which described the land comprising the Condominium is amended

in its entirety to the effect that the land comprising the Condominium is now described as follows:

Part of the N. 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as:

Part of the N. 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as: Commencing at the N. 1/4 corner of said Section 13; thence N. 87° 38' 07" W., 1316.67 feet along the North line of said Section 13 and the centerline of Six Mile Road (120 feet wide); thence S. 00° 01' 47" E., 60.05 feet to a point on the South right-of-way line of said Six Mile Road; thence along said South right-of-way line, S. 87° 38' 07" E., 160.00 feet to the point of beginning; thence continuing along said right-of-way line, S. 87° 38' 07" E., 198.12 feet; thence S. 00° 05' 12" W., 251.16 feet; thence S. 87° 31' 45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence along the South line of said "Wolfbrook Estates", S. 85° 24' 45" E., 984.60 feet; thence S. 05° 19' 16" W., 225.02 feet; thence N. 89° 24' 36" W., 89.69 feet; thence Westerly 15.52 feet along the arc of a curve to the right (radius of 213.50 feet, central angle of 04° 09' 56", chord bears N. 87° 19' 38" W., 15.52 feet); thence N. 85° 14' 40" W., 348.45 feet; thence S. 04° 45' 20" W., 143.13 feet; thence N. 82° 19' 26" W., 281.65 feet; thence S. 51° 38' 38" W., 206.94 feet; thence S. 63° 23' 03" W., 82.87 feet; thence S. 72° 08' 38" W., 195.63 feet; thence S. 87° 08' 36" W., 135.25 feet; thence S. 02° 51' 22" E., 45.02 feet; thence S. 88° 13' 59" W., 9.68 feet; thence S. 02° 10' 00" W., 70.57 feet; thence N. 80° 55' 27" E., 130.68 feet; thence S. 11° 14' 02" E., 111.50 feet; thence S. 03° 45' 02" W., 109.09 feet; thence S. 11° 14' 02" E., 84.99 feet; thence S. 78° 45' 58" W., 165.25 feet;

thence N.  $11^{\circ} 14' 02''$  W., 71.39 feet; thence S.  $89^{\circ} 58' 13''$  W., 121.95 feet; thence Northerly 8.89 feet along the arc of a curve to the left (radius of 327.00 feet, central angle of  $01^{\circ} 33' 27''$ , chord bears N.  $10^{\circ} 20' 17''$  W., 8.89 feet); thence Northerly 87.08 feet along the arc of a curve to the right (radius of 450.00 feet, central angle of  $11^{\circ} 05' 14''$ , chord bears N.  $05^{\circ} 34' 24''$  W., 86.94 feet); thence N.  $00^{\circ} 01' 47''$  W., 118.35 feet; thence Northerly 56.39 feet along the arc of a curve to the right (radius of 293.00 feet, central angle of  $11^{\circ} 01' 37''$ , chord bears N.  $05^{\circ} 29' 01''$  E., 56.30 feet); thence Northerly 92.73 feet along the arc of a curve to the left (radius of 272.00 feet, central angle of  $19^{\circ} 32' 03''$ , chord bears N.  $01^{\circ} 13' 48''$  E., 92.29 feet); thence Northerly 125.62 feet along the arc of a curve to the right (radius of 430.00 feet, central angle of  $16^{\circ} 44' 20''$ , chord bears N.  $00^{\circ} 10' 03''$  W., 125.18 feet); thence Northerly 141.47 feet along the arc of a curve to the left (radius of 450.00 feet, central angle of  $18^{\circ} 00' 44''$ , chord bears N.  $00^{\circ} 48' 15''$  W., 140.89 feet); thence Northerly 61.45 feet along the arc of a curve to the right (radius of 360.00 feet, central angle of  $09^{\circ} 46' 50''$ , chord bears N.  $04^{\circ} 55' 12''$  W., 61.37 feet); thence N.  $00^{\circ} 01' 47''$  W., 157.08 feet; thence Northerly 51.83 feet along the arc of a curve to the right (radius of 400.00 feet, central angle of  $07^{\circ} 25' 25''$ , chord bears N.  $03^{\circ} 40' 55''$  E., 51.79 feet); thence N.  $07^{\circ} 23' 38''$  E., 66.33 feet; thence Northerly 86.98 feet along the arc of a curve to the left (radius of 320.00 feet, central angle of  $15^{\circ} 34' 27''$ , chord bears N.  $00^{\circ} 23' 36''$  W., 86.71 feet); thence N.  $08^{\circ} 10' 49''$  W., 61.47 feet; thence Northerly 37.41 feet along the arc of a curve to the right (radius of 263.00 feet, central angle of  $08^{\circ} 09' 02''$ , chord bears N.  $04^{\circ} 06' 18''$  W., 37.38 feet); thence N.  $00^{\circ} 01' 47''$  W., 667.00 feet; thence N.  $02^{\circ} 10' 32''$  W., 65.37 feet; thence N.  $02^{\circ} 21' 53''$  E., 103.11 feet to the point of beginning. Containing 1,090,000 square feet or 25.023 acres and subject to easements and restrictions of record and all governmental limitations.

The land being added to the Condominium by this Fourth Amendment of Master Deed and Replat No. 4 (which land is included in the above description) is described as:

Part of the North 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, more particularly described as:

Part of the North 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, more particularly described as:  
Commencing at the North 1/4 corner of Section 13, T.1S., R.8E.; thence N. 87° 38' 07" W., 958.60 feet along the North line of said Section 13, said line being also the centerline of Six Mile Road (120 feet wide); thence S. 00° 05' 12" W., 311.17 feet; thence S. 87° 31' 45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records) to the point of beginning; thence along the South line of said "Wolfbrook Estates", S. 85° 24' 45" E., 984.60 feet; thence S. 05° 19' 16" W., 225.02 feet; thence N. 89° 24' 36" W., 89.69 feet; thence Westerly 15.52 feet along the arc of a curve to the right (radius of 213.50 feet, central angle of 04° 09' 56", chord bears N. 87° 19' 38" W., 15.52 feet); thence N. 85° 14' 40" W., 348.45 feet; thence S. 04° 45' 20" W., 143.13 feet; thence N. 82° 19' 26" W., 281.65 feet; thence S. 51° 38' 38" W., 206.94 feet; thence S. 63° 23' 03" W., 82.87 feet; thence S. 72° 08' 38" W., 195.63 feet; thence N. 02° 51' 22" W., 100.97 feet; thence N. 23° 10' 11" W., 53.82 feet; thence N. 76° 21' 17" E., 66.43 feet; thence N. 11° 28' 49" W., 145.39 feet; thence N. 70° 09' 58" E., 70.77 feet; thence N. 60° 03' 16" W., 84.56 feet; thence N. 29° 56' 44" E., 103.13 feet; thence S. 60° 03' 16" E., 66.62 feet; thence N. 28° 31' 44" E., 195.77 feet to the point of beginning.. Containing 396,233 square feet or 9.096 acres.

3. Article VI of the original Master Deed is amended and restated as follows:

## ARTICLE VI

### CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 138 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

4. Except as expressly amended herein, all other terms and provisions of the original Master Deed and its Exhibits, as amended, shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future expansions of the Condominium or amendments to the Master Deed.

IN WITNESS WHEREOF, Developer has caused this Fourth Amendment of Master Deed and Replat No. 4 of Wayne County Condominium Subdivision Plan No. 253 to be executed the day and year first above written.

WITNESSES:

/s/ Kevin M. Kohls  
\*Kevin M. Kohls

PULTE HOMES OF MICHIGAN  
CORPORATION,  
a Michigan corporation

By: /s/ Jeffery K. Parsigian  
\*Jeffery K. Parsigian

/s/ Mary A. Triplett  
\*Mary A. Triplett

Its: Vice President

\*Print or type name of person signing

[Signatures on Page 5]

STATE OF MICHIGAN      )  
                        )  
COUNTY OF WAYNE      ) ss.

The foregoing instrument was acknowledged before me this  
18th day of May, 1990, by Jeffery K. Parsigian, as the  
Vice-President of Pulte Homes of Michigan Corporation, a  
Michigan corporation, on behalf of said corporation.

/s/ Colleen M. King  
\*Colleen M. King  
Notary Public, Wayne County  
State of Michigan  
My Commission expires: 6/9/93

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Kevin M. Kohls, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

A8959h

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II

FIFTH AMENDMENT OF MASTER DEED

REPLAT NO. 5 OF WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 253

This Fifth Amendment of Master Deed and Replat No. 5 of Wayne County Condominium Subdivision Plan No. 253 is made and executed this 28th day of September, 1990, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 315 South Woodward, Suite 110, Royal Oak, Michigan 48067.

W I T N E S S E T H:

Whereas, Developer made and recorded a condominium Master Deed establishing Country Club Village of Northville - II (the "Condominium") as Wayne County Condominium Subdivision Plan No. 253, situated in the Township of Northville, which Master Deed was recorded on November 30, 1988 in Liber 23986, pages 883 through 947, Wayne County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded in Liber 24150, pages 917 through 951, of said records, and Second Amendment of Master Deed and Replat No. 2 recorded in Liber 24303, pages 001 through 036, of said records, and Third Amendment of Master Deed and Replat No. 3 recorded in Liber 24484, pages 067 through 096, of said records, and Fourth Amendment to Master Deed and Replat No. 4 recorded in Liber 24655, pages 362 through 394 of said records; and

Whereas, Developer declared in the original Master Deed the right to expand the Condominium by adding land and buildings to the Condominium premises as originally described in the Master Deed and Developer intends by this Fifth Amendment of Master Deed and Replat No. 5 to so expand the Condominium.

Now, therefore, Developer hereby amends and replats the Condominium in the following manner:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto designated on the cover sheet as Replat No. 5, and sheets 2B, 2C, 4B, 4C, 5B, 7, 8, 23 and 24 of the Plan previously recorded in Liber 24655, pages 370, 371, 376, 377, 380, 383, 384, 389 and 390, Wayne County Records, sheets 15, 16 and 25 through 28 of the Plan previously recorded in Liber 23986, pages 940, 941 and 948 through 951, of said records, sheets 2A, 4A, 5A, 6, 6A, 13, 14, 19 and 20 of the Plan previously recorded in Liber 24303, pages 009, 010, 014,

015, 018, 019, 020, 027, 028, 031 and 032, of said records, and sheets 2D, 4D, 5, 11, 12, 17 and 18 previously recorded in Liber 24484, pages 76, 80, 81, 87, 88, 89 and 90, of said records.

2. Article II of the original Master Deed, as amended, which described the land comprising the Condominium is amended in its entirety to the effect that the land comprising the Condominium is now described as follows:

Part of the N. 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as:

Commencing at the N. 1/4 corner of said Section 13; thence N. 87° 38' 07" W., 1316.67 feet along the North line of said Section 13 and the centerline of Six Mile Road (120 feet wide); thence S. 00° 01' 47" E., 60.05 feet to a point on the South right-of-way line of said Six Mile Road; thence along said South right-of-way line, S. 87° 38' 07" E., 160.00 feet to the point of beginning; thence continuing along said right-of-way line, S. 87° 38' 07" E., 198.12 feet; thence S. 00° 05' 12" W., 251.16 feet; thence S. 87° 31' 45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence along the South line of said "Wolfbrook Estates", S. 85° 24' 45" E., 984.60 feet; thence S. 05° 19' 16" W., 225.02 feet; thence N. 89° 24' 36" W., 89.69 feet; thence Westerly 15.52 feet along the arc of a curve to the right (radius of 213.50 feet, central angle of 04° 09' 56", chord bears N. 87° 19' 38" W., 15.52 feet); thence S. 13° 40' 01" W., 140.20 feet; thence N. 86° 18' 58" W., 305.48 feet; thence N. 82° 19' 26" W., 302.98 feet; thence S. 51° 38' 38" W., 206.94 feet; thence S. 63° 23' 03" W., 82.87 feet; thence S. 72° 08' 38" W., 195.63 feet; thence S. 87° 08' 36" W., 135.25 feet; thence S. 02° 51' 22" E., 45.02 feet; thence S. 88° 13' 59" W., 9.68 feet; thence S. 02° 10' 00" W., 70.57 feet; thence N. 80° 55' 27" E., 130.68 feet; thence S. 11° 14' 02"

E., 111.50 feet; thence S.  $03^{\circ} 45' 02''$  W., 109.09 feet; thence S.  $11^{\circ} 14' 02''$  E., 84.99 feet; thence S.  $78^{\circ} 45' 58''$  W., 165.25 feet; thence N.  $11^{\circ} 14' 02''$  W., 71.39 feet; thence S.  $89^{\circ} 58' 13''$  W., 121.95 feet; thence Northerly 8.89 feet along the arc of a curve to the left (radius of 327.00 feet, central angle of  $01^{\circ} 33' 27''$ , chord bears N.  $10^{\circ} 20' 17''$  W., 8.89 feet); thence Northerly 87.08 feet along the arc of a curve to the right (radius of 450.00 feet, central angle of  $11^{\circ} 05' 14''$ , chord bears N.  $05^{\circ} 34' 24''$  W., 86.94 feet); thence N.  $00^{\circ} 01' 47''$  W., 118.35 feet; thence Northerly 56.39 feet along the arc of a curve to the right (radius of 293.00 feet, central angle of  $11^{\circ} 01' 37''$ , chord bears N.  $05^{\circ} 29' 01''$  E., 56.30 feet); thence Northerly 92.73 feet along the arc of a curve to the left (radius of 272.00 feet, central angle of  $19^{\circ} 32' 03''$ , chord bears N.  $01^{\circ} 13' 48''$  E., 92.29 feet); thence Northerly 125.62 feet along the arc of a curve to the right (radius of 430.00 feet, central angle of  $16^{\circ} 44' 20''$ , chord bears N.  $00^{\circ} 10' 03''$  W., 125.18 feet); thence Northerly 141.47 feet along the arc of a curve to the left (radius of 450.00 feet, central angle of  $18^{\circ} 00' 44''$ , chord bears N.  $00^{\circ} 48' 15''$  W., 140.89 feet); thence Northerly 61.45 feet along the arc of a curve to the right (radius of 360.00 feet, central angle of  $09^{\circ} 46' 50''$ , chord bears N.  $04^{\circ} 55' 12''$  W., 61.37 feet); thence N.  $00^{\circ} 01' 47''$  W., 157.08 feet; thence Northerly 51.83 feet along the arc of a curve to the right (radius of 400.00 feet, central angle of  $07^{\circ} 25' 25''$ , chord bears N.  $03^{\circ} 40' 55''$  E., 51.79 feet); thence N.  $07^{\circ} 23' 38''$  E., 66.33 feet; thence Northerly 86.98 feet along the arc of a curve to the left (radius of 320.00 feet, central angle of  $15^{\circ} 34' 27''$ , chord bears N.  $00^{\circ} 23' 36''$  W., 86.71 feet); thence N.  $08^{\circ} 10' 49''$  W., 61.47 feet; thence Northerly 37.41 feet along the arc of a curve to the right (radius of 263.00 feet, central angle of  $08^{\circ} 09' 02''$ , chord bears N.  $04^{\circ} 06' 18''$  W., 37.38 feet); thence N.  $00^{\circ} 01' 47''$  W., 667.00 feet; thence N.  $02^{\circ} 10' 32''$  W., 65.37 feet; thence N.  $02^{\circ} 21' 53''$  E., 103.11 feet to the point of beginning.

Containing 1,137,741 square feet or 26.119 acres and subject to easements and restrictions of record and all governmental limitations.

The land being added to the Condominium by this Fifth Amendment of Master Deed and Replat No. 5 (which land is included in the above description) is described as:

Part of the North 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, more particularly described as:

Commencing at the North 1/4 corner of Section 13, T.1S., R.8E.; thence N. 87° 38' 07" W., 958.60 feet along the North line of said Section 13, said line being also the centerline of Six Mile Road (120 feet wide); thence S. 00° 05' 12" W., 311.17 feet; thence S. 87° 31' 45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence along the South line of said "Wolfbrook Estates", S. 85° 24' 45" E., 984.60 feet; thence S. 05° 19' 16" W., 225.02 feet; thence N. 89° 24' 36" W., 89.69 feet; thence Westerly 15.52 feet along the arc of a curve to the right (radius of 213.50 feet, central angle of 04° 09' 56", chord bears N. 87° 19' 38" W., 15.52 feet) to the point of beginning; thence S. 13° 40' 01" W., 140.20 feet; thence N. 86° 18' 58" W., 305.48 feet; thence N. 04° 45' 20" E., 143.13 feet; thence S. 85° 14' 40" E., 348.45 feet to the point of beginning. Containing 47,741 square feet or 1.095 acres.

3. Article VI of the original Master Deed is amended and restated as follows:

#### ARTICLE VI

##### CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 146 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached

hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

4. Except as expressly amended herein, all other terms and provisions of the original Master Deed and its Exhibits, as amended, shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future expansions of the Condominium or amendments to the Master Deed.

IN WITNESS WHEREOF, Developer has caused this Fifth Amendment of Master Deed and Replat No. 5 of Wayne County Condominium Subdivision Plan No. 253 to be executed the day and year first above written.

WITNESSES:

PULTE HOMES OF MICHIGAN  
CORPORATION,  
a Michigan corporation

/s/ Karen J. Bristol  
\*Karen J. Bristol

By: /s/ Jeffery K. Parsigian  
Jeffery K. Parsigian

/s/ Lorraine McIntosh  
\*Lorraine McIntosh

Its: Vice President

\*Print or type name of person signing

[Jurats Continued on Page 6]

[Jurats Continued from Page 5]

STATE OF MICHIGAN      )  
                            )  
COUNTY OF WAYNE        )

The foregoing instrument was acknowledged before me this  
28th day of September, 1990, by Jeffery K. Parsigian, as the  
Vice-President of Pulte Homes of Michigan Corporation, a  
Michigan corporation, on behalf of said corporation.

/s/ Karen J. Koppal

\*Karen J. Koppal  
Notary Public, Wayne County  
State of Michigan  
My Commission expires: 8/25/92

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Kevin M. Kohls, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

A0679h

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II

SIXTH AMENDMENT OF MASTER DEED

REPLAT NO. 6 OF WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 253

This Sixth Amendment of Master Deed and Replat No. 6 of Wayne County Condominium Subdivision Plan No. 253 is made and executed this 12th day of August, 1991, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 315 South Woodward, Suite 110, Royal Oak, Michigan 48067.

W I T N E S S E T H:

Whereas, Developer made and recorded a condominium Master Deed establishing Country Club Village of Northville - II (the "Condominium") as Wayne County Condominium Subdivision Plan No. 253, situated in the Township of Northville, which Master Deed was recorded on November 30, 1988 in Liber 23986, pages 883 through 947, Wayne County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded in Liber 24150, pages 917 through 951, of said records, and Second Amendment of Master Deed and Replat No. 2 recorded in Liber 24303, pages 001 through 036, of said records, and Third Amendment of Master Deed and Replat No. 3 recorded in Liber 24484, pages 067 through 096, of said records, and Fourth Amendment to Master Deed and Replat No. 4 recorded in Liber 24655, pages 362 through 394, of said records, and Fifth Amendment of Master Deed and Replat No. 5 recorded in Liber 24852, pages 891 through 924, of said records; and

Whereas, Developer declared in the original Master Deed the right to expand the Condominium by adding land and buildings to the Condominium premises as originally described in the Master Deed and Developer intends by this Sixth Amendment of Master Deed and Replat No. 6 to so expand the Condominium from 146 units to 189 units; and

Whereas, Developer declared in the original Master Deed the right to modify the types and sizes of unsold units.

Now, therefore, Developer hereby amends and replats the Condominium in the following manner:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto designated on the cover sheet as Replat No. 6, and sheets 2B, 2C, 4B and 4C of the Plan

previously recorded in Liber 24655, pages 370, 371, 376 and 377, Wayne County Records, sheets 15, 16 and 25 through 28 of the Plan previously recorded in Liber 23986, pages 940, 941 and 948 through 951, of said records, sheets 2A, 4A, 5A, 6, 6A, 13, 14, 19 and 20 of the Plan previously recorded in Liber 24303, pages 009, 010, 014, 015, 018, 019, 020, 027, 028, 031 and 032, of said records, sheets 2D, 4D, 5, 11, 12, 17 and 18 of the Plan previously recorded in Liber 24484, pages 76, 80, 81, 87, 88, 89 and 90, of said records, and sheet 5D of the Plan previously recorded in Liber 24582, Page 916, of said records.

2. Article II of the original Master Deed, as amended, which described the land comprising the Condominium is amended in its entirety to the effect that the land comprising the Condominium is now described as follows:

Part of the N. 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as:

Part of the N. 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan being more particularly described as: Commencing at the North 1/4 corner of said Section 13; thence N. 87° 38' 07" W., 1316.67 feet along the North line of said Section 13 and the centerline of Six Mile Road (120 feet wide); thence S. 00° 01' 47" E., 60.05 feet to a point on the South right-of-way line of said Six Mile Road; thence along said South right-of-way line, S. 87° 38' 07" E., 160.00 feet to the point of beginning; thence continuing along said right-of-way line, S. 87° 38' 07" E., 198.12 feet; thence S. 00° 05' 12" W., 251.16 feet; thence S. 87° 31' 45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence along the South line of said "Wolfbrook Estates", S. 85° 24' 45" E., 1,636.42 feet; thence S. 85° 30' 22" E., 155.40 feet along the South line of "Willis Subdivision" (Liber 41, Page 87, Wayne County Records); thence S. 05° 33' 30" E., 309.60 feet; thence S. 36° 50' 57" W., 126.84 feet; thence N. 53° 09' 03" W., 35.00 feet; thence

S.  $89^{\circ} 00' 22''$  W., 112.39 feet; thence N.  
 $82^{\circ} 43' 06''$  W., 34.93 feet; thence S.  $67^{\circ}$   
 $13' 25''$  W., 93.75 feet; thence N.  $84^{\circ} 31'$   
 $31''$  W., 44.88 feet; thence S.  $05^{\circ} 28' 29''$   
W., 22.84 feet; thence N.  $84^{\circ} 31' 31''$  W.,  
153.63 feet; thence N.  $05^{\circ} 28' 29''$  E., 51.01  
feet; thence N.  $49^{\circ} 32' 51''$  W., 154.54 feet;  
thence S.  $64^{\circ} 37' 13''$  W., 14.78 feet; thence  
S.  $04^{\circ} 02' 20''$  W., 52.13 feet; thence S.  $83^{\circ}$   
 $24' 39''$  W., 130.48 feet; thence S.  $09^{\circ} 15'$   
 $49''$  E., 23.34 feet; thence S.  $88^{\circ} 44' 11''$   
W., 27.27 feet; thence N.  $09^{\circ} 15' 49''$  W.,  
66.22 feet; thence N.  $85^{\circ} 36' 54''$  W., 163.46  
feet; thence N.  $86^{\circ} 18' 58''$  W., 305.48 feet;  
thence N.  $82^{\circ} 19' 26''$  W., 302.98 feet;  
thence S.  $51^{\circ} 38' 38''$  W., 206.94 feet;  
thence S.  $63^{\circ} 23' 03''$  W., 82.87 feet; thence  
S.  $72^{\circ} 08' 38''$  W., 195.63 feet; thence S.  
 $87^{\circ} 08' 36''$  W., 135.25 feet; thence S.  $02^{\circ}$   
 $51' 22''$  E., 45.02 feet; thence S.  $88^{\circ} 13'$   
 $59''$  W., 9.68 feet; thence S.  $02^{\circ} 10' 00''$  W.,  
70.57 feet; thence N.  $80^{\circ} 55' 27''$  E., 130.68  
feet; thence S.  $11^{\circ} 14' 02''$  E., 111.50 feet;  
thence S.  $03^{\circ} 45' 02''$  W., 109.09 feet;  
thence S.  $11^{\circ} 14' 02''$  E., 84.99 feet; thence  
S.  $78^{\circ} 45' 58''$  W., 165.25 feet; thence N.  
 $11^{\circ} 14' 02''$  W., 71.39 feet; thence S.  $89^{\circ}$   
 $58' 13''$  W., 121.95 feet; thence Northerly  
8.89 feet along the arc of a curve to the  
left (radius of 327.00 feet, central angle  
of  $01^{\circ} 33' 27''$ , chord bears N.  $10^{\circ} 20' 17''$   
W., 8.89 feet); thence Northerly 87.08 feet  
along the arc of a curve to the right  
(radius of 450.00 feet, central angle of  $11^{\circ}$   
 $05' 14''$ , chord bears N.  $05^{\circ} 34' 24''$  W.,  
86.94 feet); thence N.  $00^{\circ} 01' 47''$  W.,  
118.35 feet; thence Northerly 56.39 feet  
along the arc of a curve to the right  
(radius of 293.00 feet, central angle of  $11^{\circ}$   
 $01' 37''$ , chord bears N.  $05^{\circ} 29' 01''$  E.,  
56.30 feet); thence Northerly 92.73 feet  
along the arc of a curve to the left (radius  
of 272.00 feet, central angle of  $19^{\circ} 32'$   
 $03''$ , chord bears N.  $01^{\circ} 13' 48''$  E., 92.29  
feet); thence Northerly 125.62 feet along  
the arc of a curve to the right (radius of  
430.00 feet, central angle of  $16^{\circ} 44' 20''$ ,  
chord bears N.  $00^{\circ} 10' 03''$  W., 125.18 feet);  
thence Northerly 141.47 feet along the arc  
of a curve to the left (radius of 450.00

feet, central angle of  $18^{\circ} 00' 44''$ , chord bears N.  $00^{\circ} 48' 15''$  W., 140.89 feet); thence Northerly 61.45 feet along the arc of a curve to the right (radius of 360.00 feet, central angle of  $09^{\circ} 46' 50''$ , chord bears N.  $04^{\circ} 55' 12''$  W., 61.37 feet); thence N.  $00^{\circ} 01' 47''$  W., 157.08 feet; thence Northerly 51.83 feet along the arc of a curve to the right (radius of 400.00 feet, central angle of  $07^{\circ} 25' 25''$ , chord bears N.  $03^{\circ} 40' 55''$  E., 51.79 feet); thence N.  $07^{\circ} 23' 38''$  E., 66.33 feet; thence Northerly 86.98 feet along the arc of a curve to the left (radius of 320.00 feet, central angle of  $15^{\circ} 34' 27''$ , chord bears N.  $00^{\circ} 23' 36''$  W., 86.71 feet); thence N.  $08^{\circ} 10' 49''$  W., 61.47 feet; thence Northerly 37.41 feet along the arc of a curve to the right (radius of 263.00 feet, central angle of  $08^{\circ} 09' 02''$ , chord bears N.  $04^{\circ} 06' 18''$  W., 37.38 feet); thence N.  $00^{\circ} 01' 47''$  W., 667.00 feet; thence N.  $02^{\circ} 10' 32''$  W., 65.37 feet; thence N.  $02^{\circ} 21' 53''$  E., 103.11 feet to the point of beginning. Containing 1,497,134 square feet or 34.370 acres and subject to easements and restrictions of record and all governmental limitations.

The land being added to the Condominium by this Sixth Amendment of Master Deed and Replat No. 6 (which land is included in the above description) is described as:

Part of the North 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, more particularly described as:

Part of the N. 1/2 of Section 13, T1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as: Commencing at the N.E. corner of Section 13, T.1S., R.8E.; thence S.  $00^{\circ} 05' 00''$  W., 1055.76 feet along the East line of Section 13; thence N.  $85^{\circ} 30' 22''$  W., 1491.69 feet along the South line of "Willis Subdivision" (Liber 41, Page 87, Wayne County Records) to the point of beginning; thence S.  $05^{\circ} 33' 30''$  E., 309.60 feet;

thence S.  $36^{\circ} 50' 57''$  W., 126.84 feet; thence N.  $53^{\circ} 09' 03''$  W., 35.00 feet; thence S.  $89^{\circ} 00' 22''$  W., 112.39 feet; thence N.  $82^{\circ} 43' 06''$  W., 34.93 feet; thence S.  $67^{\circ} 13' 25''$  W., 93.75 feet; thence N.  $84^{\circ} 31' 31''$  W., 44.88 feet; thence S.  $05^{\circ} 28' 29''$  W., 22.84 feet; thence N.  $84^{\circ} 31' 31''$  W., 153.63 feet; thence N.  $05^{\circ} 28' 29''$  E., 51.01 feet; thence N.  $49^{\circ} 32' 51''$  W., 154.54 feet; thence S.  $64^{\circ} 37' 13''$  W., 14.78 feet; thence S.  $04^{\circ} 02' 20''$  W., 52.13 feet; thence S.  $83^{\circ} 24' 39''$  W., 130.48 feet; thence S.  $09^{\circ} 15' 49''$  E., 23.34 feet; thence S.  $88^{\circ} 44' 11''$  W., 27.27 feet; thence N.  $09^{\circ} 15' 49''$  W., 66.22 feet; thence N.  $85^{\circ} 36' 54''$  W., 163.46 feet; thence N.  $13^{\circ} 40' 01''$  E., 140.20 feet; thence 15.52 feet along the arc of a curve to the left (having radius of 213.50 feet, central angle of  $04^{\circ} 09' 56''$ , and long chord bearing S.  $87^{\circ} 19' 38''$  E., 15.52 feet); thence S.  $89^{\circ} 24' 36''$  E., 89.69 feet; thence N.  $05^{\circ} 19' 16''$  E., 225.02 feet to a point on the South line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence S.  $85^{\circ} 24' 45''$  E., 651.82 feet along said South line; thence S.  $85^{\circ} 30' 22''$  E., 155.40 feet along the South line of "Willis Subdivision" (Liber 41, Page 87, Wayne County Records) to the point of beginning. Containing 359,381 square feet or 8.250 acres and subject to easements and restrictions of record.

3. Article VI of the original Master Deed is amended and restated as follows:

#### ARTICLE VI

##### CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 189 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined

and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

4. The Condominium is subject to the easements described in Article VII of the original Master Deed, provided that the easements described in Article VII, subparagraph (a) of the original Master Deed are amended and restated as follows:

(a) Developer hereby reserves permanent nonexclusive easements for ingress and egress over the roads and walks in the Condominium (including but not limited to Walker Court, Village Run Drive, Eagle Trace Drive, Muirfield Lane and Doral Drive) and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, all of which easements shall be for the benefit of the Additional Land described in Article IX hereof whether or not such land is added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successor. Without limiting the foregoing, the foregoing easements reserved by Developer include a permanent nonexclusive easement for the installation and use of water mains and connections, which easement is depicted on the Plan. Developer has no financial obligation to support such easements.

5. Except as expressly amended herein, all other terms and provisions of the original Master Deed and its Exhibits, as amended, shall continue in full force and effect, including,

without limitation, those provisions which permit Developer to make future expansions of the Condominium or amendments to the Master Deed.

IN WITNESS WHEREOF, Developer has caused this Sixth Amendment of Master Deed and Replat No. 6 of Wayne County Condominium Subdivision Plan No. 253 to be executed the day and year first above written.

WITNESSES:

/s/ Kristen M. Carmack  
\*Kristen M. Carmack

PULTE HOMES OF MICHIGAN  
CORPORATION,  
a Michigan corporation

By: /s/ Jeffery K. Parsigian  
\*Jeffery K. Parsigian

/s/ Michele L. Moceri  
\*Michele L. Moceri

Its: Vice President

\*Print or type name of person signing

STATE OF MICHIGAN      )  
                            )  
                            ) ss.  
COUNTY OF WAYNE        )

The foregoing instrument was acknowledged before me this 12th day of August, 1991, by Jeffery K. Parsigian, as the Vice President of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.

/s/ Rhonda Bobcean  
Rhonda Bobcean  
Notary Public, Macomb County  
State of Michigan  
My Commission expires: 9/4/94

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Kevin M. Kohls, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

A2553i

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II

SEVENTH AMENDMENT OF MASTER DEED

REPLAT NO. 7 OF WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 253

This Seventh Amendment of Master Deed and Replat No. 7 of Wayne County Condominium Subdivision Plan No. 253 is made and executed this 10th day of December, 1991, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 315 South Woodward, Suite 110, Royal Oak, Michigan 48067.

W I T N E S S E T H:

Whereas, Developer made and recorded a condominium Master Deed establishing Country Club Village of Northville - II (the "Condominium") as Wayne County Condominium Subdivision Plan No. 253, situated in the Township of Northville, which Master Deed was recorded on November 30, 1988 in Liber 23986, pages 883 through 947, Wayne County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded in Liber 24150, pages 917 through 951, of said records, and Second Amendment of Master Deed and Replat No. 2 recorded in Liber 24303, pages 001 through 036, of said records, and Third Amendment of Master Deed and Replat No. 3 recorded in Liber 24484, pages 067 through 096, of said records, and Fourth Amendment of Master Deed and Replat No. 4 recorded in Liber 24655, pages 362 through 394, of said records, and Fifth Amendment of Master Deed and Replat No. 5 recorded in Liber 24852, pages 891 through 924, of said records, and Sixth Amendment of Master Deed and Replat No. 6 recorded in Liber 25297, pages 038 through 072, of said records; and

Whereas, Developer declared in the original Master Deed the right to expand the Condominium by adding land and buildings to the Condominium premises as originally described in the Master Deed and Developer intends by this Seventh Amendment of Master Deed and Replat No. 7 to so expand the Condominium from 189 units to 229 units; and

Whereas, Developer declared in the original Master Deed the right to modify the types and sizes of unsold units.

Now, therefore, Developer hereby amends and replats the Condominium in the following manner:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto designated on the cover sheet as Replat No. 7, and sheets 2B, 2C, 4B and 4C of the Plan

previously recorded in Liber 24655, pages 370, 371, 376 and 377, Wayne County Records, sheets 15, 16 and 25 through 28 of the Plan previously recorded in Liber 23986, pages 940, 941 and 948 through 951, of said records, sheets 2A, 4A, 5A, 6, 6A, 13, 14, 19 and 20 of the Plan previously recorded in Liber 24303, pages 009, 014, 018, 019, 020, 027, 028, 031 and 032, of said records, sheets 2D, 4D, 5, 11, 12, 17 and 18 of the Plan previously recorded in Liber 24484, pages 076, 080, 081, 087, 088, 089 and 090, of said records, sheet 5D of the Plan previously recorded in Liber 24582, Page 916, of said records and sheets 2E, 2F, 4E, 4F, 5B, 5C, 6C, 31 and 32 of the Plan previously recorded in Liber 25297, pages 047, 048, 052, 053, 055, 056, 058, 069 and 070, of said records.

2. Article II of the original Master Deed, as amended, which described the land comprising the Condominium is amended in its entirety to the effect that the land comprising the Condominium is now described as follows:

Part of the N. 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as:

Commencing at the North 1/4 corner of said Section 13; thence N. 87° 38' 07" W., 1316.67 feet along the North line of said Section 13 and the centerline of Six Mile Road (120 feet wide); thence S. 00° 01' 47" E., 60.05 feet to a point on the South right-of-way line of said Six Mile Road; thence along said South right-of-way line, S. 87° 38' 07" E., 160.00 feet to the point of beginning; thence continuing along said right-of-way line, S. 87° 38' 07" E., 198.12 feet; thence S. 00° 05' 12" W., 251.16 feet; thence S. 87° 31' 45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence along the South line of said "Wolfbrook Estates", S. 85° 24' 45" E., 1,636.42 feet; thence S. 85° 30' 22" E., 999.58 feet along the South line of "Willis Subdivision" (Liber 41, Page 87, Wayne County Records); thence S. 12° 44' 21" W., 194.18 feet; thence Southerly 133.46 feet along the arc of a curve to the right (radius of 300.00 feet, central angle of 25° 29' 20", chord bears S. 41° 38' 38" E., 133.36 feet);

thence Southerly 144.70 feet along the arc of a curve to the left (radius of 250.00 feet, central angle of  $33^{\circ} 09' 44''$ , chord bears S.  $45^{\circ} 28' 50''$  E., 142.69 feet); thence S.  $27^{\circ} 56' 18''$  W., 27.00 feet; thence S.  $57^{\circ} 52' 30''$  W., 156.62 feet; thence N.  $72^{\circ} 27' 46''$  W., 36.39 feet; thence N.  $32^{\circ} 07' 30''$  W., 149.43 feet; thence N.  $57^{\circ} 52' 30''$  E., 39.18 feet; thence N.  $15^{\circ} 48' 23''$  E., 121.16 feet; thence 150.24 feet along the arc of a curve to the left (radius of 273.00 feet, central angle of  $31^{\circ} 31' 57''$ , chord bears N.  $66^{\circ} 57' 21''$  W., 148.36 feet); thence S.  $15^{\circ} 48' 23''$  W., 182.74 feet; thence N.  $84^{\circ} 32' 32''$  W., 142.96 feet; thence S.  $82^{\circ} 42' 51''$  W., 140.13 feet; thence S.  $76^{\circ} 35' 17''$  W., 213.65 feet; thence N.  $85^{\circ} 26' 40''$  W., 113.44 feet; thence N.  $53^{\circ} 09' 03''$  W., 100.93 feet; thence S.  $89^{\circ} 00' 22''$  W., 112.39 feet; thence N.  $82^{\circ} 43' 06''$  W., 34.93 feet; thence S.  $67^{\circ} 13' 25''$  W., 93.75 feet; thence N.  $84^{\circ} 31' 31''$  W., 44.88 feet; thence S.  $05^{\circ} 28' 29''$  W., 22.84 feet; thence N.  $84^{\circ} 31' 31''$  W., 153.63 feet; thence N.  $05^{\circ} 28' 29''$  E., 51.01 feet; thence N.  $49^{\circ} 32' 51''$  W., 154.54 feet; thence S.  $64^{\circ} 37' 13''$  W., 14.78 feet; thence S.  $04^{\circ} 02' 20''$  W., 52.13 feet; thence S.  $83^{\circ} 24' 39''$  W., 130.48 feet; thence S.  $09^{\circ} 15' 49''$  E., 23.34 feet; thence S.  $88^{\circ} 44' 11''$  W., 27.27 feet; thence N.  $09^{\circ} 15' 49''$  W., 66.22 feet; thence N.  $85^{\circ} 36' 54''$  W., 163.46 feet; thence N.  $86^{\circ} 18' 58''$  W., 305.48 feet; thence N.  $82^{\circ} 19' 26''$  W., 302.98 feet; thence S.  $51^{\circ} 38' 38''$  W., 206.94 feet; thence S.  $63^{\circ} 23' 03''$  W., 82.87 feet; thence S.  $72^{\circ} 08' 38''$  W., 195.63 feet; thence S.  $87^{\circ} 08' 36''$  W., 135.25 feet; thence S.  $02^{\circ} 51' 22''$  E., 45.02 feet; thence S.  $88^{\circ} 13' 59''$  W., 9.68 feet; thence S.  $02^{\circ} 10' 00''$  W., 70.57 feet; thence N.  $80^{\circ} 55' 27''$  E., 130.68 feet; thence S.  $11^{\circ} 14' 02''$  E., 111.50 feet; thence S.  $03^{\circ} 45' 02''$  W., 109.09 feet; thence S.  $11^{\circ} 14' 02''$  E., 84.99 feet; thence S.  $78^{\circ} 45' 58''$  W., 165.25 feet; thence N.  $11^{\circ} 14' 02''$  W., 71.39 feet; thence S.  $89^{\circ} 58' 13''$  W., 121.95 feet; thence Northerly 8.89 feet along the arc of a curve to the left (radius of 327.00 feet, central angle of  $01^{\circ} 33' 27''$ , chord bears N.  $10^{\circ} 20' 17''$  W., 8.89 feet); thence Northerly 87.08 feet along the arc of a curve to the right

(radius of 450.00 feet, central angle of 11° 05' 14", chord bears N. 05° 34' 24" W., 86.94 feet); thence N. 00° 01' 47" W., 118.35 feet; thence Northerly 56.39 feet along the arc of a curve to the right (radius of 293.00 feet, central angle of 11° 01' 37", chord bears N. 05° 29' 01" E., 56.30 feet); thence Northerly 92.73 feet along the arc of a curve to the left (radius of 272.00 feet, central angle of 19° 32' 03", chord bears N. 01° 13' 48" E., 92.29 feet); thence Northerly 125.62 feet along the arc of a curve to the right (radius of 430.00 feet, central angle of 16° 44' 20", chord bears N. 00° 10' 03" W., 125.18 feet); thence Northerly 141.47 feet along the arc of a curve to the left (radius of 450.00 feet, central angle of 18° 00' 44", chord bears N. 00° 48' 15" W., 140.89 feet); thence Northerly 61.45 feet along the arc of a curve to the right (radius of 360.00 feet, central angle of 09° 46' 50", chord bears N. 04° 55' 12" W., 61.37 feet); thence N. 00° 01' 47" W., 157.08 feet; thence Northerly 51.83 feet along the arc of a curve to the right (radius of 400.00 feet, central angle of 07° 25' 25", chord bears N. 03° 40' 55" E., 51.79 feet); thence N. 07° 23' 38" E., 66.33 feet; thence Northerly 86.98 feet along the arc of a curve to the left (radius of 320.00 feet, central angle of 15° 34' 27", chord bears N. 00° 23' 36" W., 86.71 feet); thence N. 08° 10' 49" W., 61.47 feet; thence Northerly 37.41 feet along the arc of a curve to the right (radius of 263.00 feet, central angle of 08° 09' 02", chord bears N. 04° 06' 18" W., 37.38 feet); thence N. 00° 01' 47" W., 667.00 feet; thence N. 02° 10' 32" W., 65.37 feet; thence N. 02° 21' 53" E., 103.11 feet to the point of beginning. Containing 1,819,084 square feet or 41.761 acres and subject to easements and restrictions of record and all governmental limitations.

The land being added to the Condominium by this Seventh Amendment of Master Deed and Replat No. 7 (which land is included in the above description) is described as:

Part of the North 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, more particularly described as:

Commencing at the N.E. corner of Section 13, T.1S., R.8E.; thence S.  $00^{\circ}05'00''$  W., 1055.76 feet along the East line of Section 13; thence N.  $85^{\circ}30'22''$  W., 647.51 feet along the South line of "Willis Subdivision" (Liber 41, Page 87, Wayne County Records) to the point of beginning; thence S.  $12^{\circ}44'21''$  W., 194.18 feet; thence Southerly 133.46 feet along the arc of a curve to the right (radius of 300.00 feet, central angle of  $25^{\circ}29'20''$ , chord bears S.  $41^{\circ}38'38''$  E., 133.36 feet); thence Southerly 144.70 feet along the arc of a curve to the left (radius of 250.00 feet, central angle of  $33^{\circ}09'44''$ , chord bears S.  $45^{\circ}28'50''$  E., 142.69 feet); thence S.  $27^{\circ}56'18''$  W., 27.00 feet; thence S.  $57^{\circ}52'30''$  W., 156.62 feet; thence N.  $72^{\circ}27'46''$  W., 36.39 feet; thence N.  $32^{\circ}07'30''$  W., 149.43 feet; thence N.  $57^{\circ}52'30''$  E., 39.18 feet; thence N.  $15^{\circ}48'23''$  E., 121.16 feet; thence 150.24 feet along the arc of a curve to the left (radius of 273.00 feet, central angle of  $31^{\circ}31'57''$ , chord bears N.  $66^{\circ}57'21''$  W., 148.36 feet); thence S.  $15^{\circ}48'23''$  W., 182.74 feet; thence N.  $84^{\circ}32'32''$  W., 142.96 feet; thence S.  $82^{\circ}42'51''$  W., 140.13 feet; thence S.  $76^{\circ}35'17''$  W., 213.65 feet; thence N.  $85^{\circ}26'40''$  W., 113.44 feet; thence N.  $53^{\circ}09'03''$  W., 65.93 feet; thence N.  $36^{\circ}50'57''$  E., 126.84 feet; thence N.  $05^{\circ}33'30''$  W., 309.60 feet; thence S.  $85^{\circ}30'22''$  E., 844.18 feet along the South line of "Willis Subdivision" (Liber 41, Page 87, Wayne County Records) to the point of beginning. Containing 321,950 square feet or 7.391 acres.

3. Article VI of the original Master Deed is amended and restated as follows:

#### ARTICLE VI

##### CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 229 residential Units. Each Unit is described in this paragraph with

reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

4. The Condominium is subject to the easements described in Article VII of the original Master Deed, provided that the easements described in Article VII, subparagraph (a) of the original Master Deed are amended and restated as follows:

(a) Developer hereby reserves permanent nonexclusive easements for ingress and egress over the roads and walks in the Condominium (including but not limited to Walker Court, Village Run Drive, Forest Lake Drive, Eagle Trace Drive, Muirfield Lane and Doral Drive) and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, all of which easements shall be for the benefit of the Additional Land described in Article IX hereof whether or not such land is added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successor. Without limiting the foregoing, the foregoing easements reserved by Developer include a permanent nonexclusive easement for the installation and use of water mains and connections, which easement is depicted on the Plan. Developer has no financial obligation to support such easements.

5. Except as expressly amended herein, all other terms and provisions of the original Master Deed and its Exhibits, as amended, shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future expansions of the Condominium or amendments to the Master Deed.

IN WITNESS WHEREOF, Developer has caused this Seventh Amendment of Master Deed and Replat No. 7 of Wayne County Condominium Subdivision Plan No. 253 to be executed the day and year first above written.

WITNESSES:

PULTE HOMES OF MICHIGAN  
CORPORATION,  
a Michigan corporation

/s/ Stacey Lynn Wedgle  
\*Stacey Lynn Wedgle

By: /s/Jeffery K. Parsigian  
Jeffery K. Parsigian

/s/ Lorraine McIntosh  
\*Lorraine McIntosh

Its: Vice President

\*Print or type name of person signing

STATE OF MICHIGAN      )  
                                ) ss.  
COUNTY OF WAYNE      )

The foregoing instrument was acknowledged before me this 10th day of December, 1991, by Jeffery K. Parsigian, as the Vice President of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.

/s/ Rhonda Bobcean  
\*Rhonda Bobcean  
Notary Public, Macomb County  
State of Michigan  
My Commission expires: 9/4/94

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Kevin M. Kohls, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

A7458g

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II

EIGHTH AMENDMENT OF MASTER DEED

REPLAT NO. 8 OF WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 253

This Eighth Amendment of Master Deed and Replat No. 8 of Wayne County Condominium Subdivision Plan No. 253 is made and executed this 28th day of July, 1992, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 315 South Woodward, Suite 110, Royal Oak, Michigan 48067.

W I T N E S S E T H:

Whereas, Developer made and recorded a condominium Master Deed establishing Country Club Village of Northville - II (the "Condominium") as Wayne County Condominium Subdivision Plan No. 253, situated in the Township of Northville, which Master Deed was recorded on November 30, 1988 in Liber 23986, pages 883 through 947, Wayne County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded in Liber 24150, pages 917 through 951, of said records, and Second Amendment of Master Deed and Replat No. 2 recorded in Liber 24303, pages 001 through 036, of said records, and Third Amendment of Master Deed and Replat No. 3 recorded in Liber 24484, pages 067 through 096, of said records, and Fourth Amendment of Master Deed and Replat No. 4 recorded in Liber 24655, pages 362 through 394, of said records, Fifth Amendment of Master Deed and Replat No. 5 recorded in Liber 24852, pages 891 through 924, of said records, Sixth Amendment of Master Deed and Replat No. 6 recorded in Liber 25297, pages 038 through 072, of said records, and Seventh Amendment of Master Deed and Replat No. 7 recorded in Liber 25482, Pages 235 through 262, of said records; and

Whereas, Developer declared in the original Master Deed the right to expand the Condominium by adding land and buildings to the Condominium premises as originally described in the Master Deed and Developer intends by this Eighth Amendment of Master Deed and Replat No. 8 to so expand the Condominium from 229 units to 235 units; and

Whereas, Developer declared in the original Master Deed the right to modify the types and sizes of unsold units.

Now, therefore, Developer hereby amends and replats the Condominium in the following manner:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto designated on the cover sheet as Replat No. 8, and sheets 2B, 2C, 4B and 4C of the Plan previously recorded in Liber 24655, pages 370, 371, 376 and 377, Wayne County Records, sheets 15, 16 and 25 through 28 of the Plan previously recorded in Liber 23986, pages 940, 941 and 948 through 951, of said records, sheets 2A, 4A, 5A, 6, 6A, 13, 14, 19 and 20 of the Plan previously recorded in Liber 24303, pages 009, 014, 018, 019, 020, 027,

028, 031 and 032, of said records, sheets 2D and 4D, of the Plan previously recorded in Liber 24484, pages 076 and 080 of said records, and sheets 2E, 2F, 4E, 4F, 5B, 5C and 6C of the Plan previously recorded in Liber 25297, pages 047, 048, 052, 053, 055, 056 and 058, of said records.

2. Article II of the original Master Deed, as amended, which described the land comprising the Condominium is amended in its entirety to the effect that the land comprising the Condominium is now described as follows:

Part of the N. 1/2 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as:

Commencing at the North 1/4 corner of said Section 13; thence N. 87° 38' 07" W., 1316.67 feet along the North line of said Section 13 and the centerline of Six Mile Road (120 feet wide); thence S. 00° 01' 47" E., 60.05 feet to a point on the South right-of-way line of said Six Mile Road; thence along said South right-of-way line, S. 87° 38' 07" E., 160.00 feet to the point of beginning; thence continuing along said right-of-way line, S. 87° 38' 07" E., 198.12 feet; thence S. 00° 05' 12" W., 251.16 feet; thence S. 87° 31' 45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence along the South line of said "Wolfbrook Estates", S. 85° 24' 45" E., 1,636.42 feet; thence S. 85° 30' 22" E., 1155.39 feet along the South line of "Willis Subdivision" (Liber 41, Page 87, Wayne County Records); thence S. 08° 41' 52" W., 138.69 feet; thence S. 53° 41' 51" W., 28.28 feet; thence S. 21° 08' 21" W., 22.53 feet; thence N. 81° 18' 08" W., 44.08 feet; thence Westerly 61.80 feet along the arc of a curve to the left, radius of 235.00 feet, central angle of 15° 04' 01", chord bears N. 88° 50' 08" W., 61.62 feet; thence S. 18° 17' 04" W., 36.35 feet; thence Southeasterly 95.10 feet along the arc of a curve to the right, radius of 300.00 feet, central angle of 18° 09' 06", chord bears S. 37° 58' 51" E., 94.70 feet; thence Southeasterly 144.70 feet along the arc of a curve to the left, radius of 250.00 feet, central angle of 33° 09' 44", chord bears S. 45° 28' 50" E., 142.69 feet; thence S. 27° 56' 18" W., 27.00 feet; thence S. 57° 52' 30" W., 156.62 feet; thence N. 72° 27' 46" W., 36.39 feet; thence N. 32° 07' 30" W., 149.43 feet; thence N. 80° 42' 23" W. 121.71 feet; thence N. 84° 32' 32" W., 144.66 feet; thence N. 04° 33' 19" W., 60.42 feet; thence S. 82° 42' 51" W., 108.94 feet; thence S. 31° 53' 08" W., 45.84 feet; thence S. 67° 31' 50" W., 200.85 feet; thence N. 85° 26' 40" W., 135.96 feet; thence N. 53° 09' 03" W.,

100.93 feet; thence S.  $89^{\circ} 00' 22''$  W., 112.39 feet; thence N.  $82^{\circ} 43' 06''$  W., 34.93 feet; thence S.  $67^{\circ} 13' 25''$  W., 93.75 feet; thence N.  $84^{\circ} 31' 31''$  W., 44.88 feet; thence S.  $05^{\circ} 28' 29''$  W., 22.84 feet; thence N.  $84^{\circ} 31' 31''$  W., 153.63 feet; thence N.  $05^{\circ} 28' 29''$  E., 51.01 feet; thence N.  $49^{\circ} 32' 51''$  W., 154.54 feet; thence S.  $64^{\circ} 37' 13''$  W., 14.78 feet; thence S.  $04^{\circ} 02' 20''$  W., 52.13 feet; thence S.  $83^{\circ} 24' 39''$  W., 130.48 feet; thence S.  $09^{\circ} 15' 49''$  E., 23.34 feet; thence S.  $88^{\circ} 44' 11''$  W., 27.27 feet; thence N.  $09^{\circ} 15' 49''$  W., 66.22 feet; thence N.  $85^{\circ} 36' 54''$  W., 163.46 feet; thence N.  $86^{\circ} 18' 58''$  W., 305.48 feet; thence N.  $82^{\circ} 19' 26''$  W., 302.98 feet; thence S.  $51^{\circ} 38' 38''$  W., 206.94 feet; thence S.  $63^{\circ} 23' 03''$  W., 82.87 feet; thence S.  $72^{\circ} 08' 38''$  W., 195.63 feet; thence S.  $87^{\circ} 08' 36''$  W., 135.25 feet; thence S.  $02^{\circ} 51' 22''$  E., 45.02 feet; thence S.  $88^{\circ} 13' 59''$  W., 9.68 feet; thence S.  $02^{\circ} 10' 00''$  W., 70.57 feet; thence N.  $80^{\circ} 55' 27''$  E., 130.68 feet; thence S.  $11^{\circ} 14' 02''$  E., 111.50 feet; thence S.  $03^{\circ} 45' 02''$  W., 109.09 feet; thence S.  $11^{\circ} 14' 02''$  E., 84.99 feet; thence S.  $78^{\circ} 45' 58''$  W., 165.25 feet; thence N.  $11^{\circ} 14' 02''$  W., 71.39 feet; thence S.  $89^{\circ} 58' 13''$  W., 121.95 feet; thence Northerly 8.89 feet along the arc of a curve to the left (radius of 327.00 feet, central angle of  $01^{\circ} 33' 27''$ , chord bears N.  $10^{\circ} 20' 17''$  W., 8.89 feet); thence Northerly 87.08 feet along the arc of a curve to the right (radius of 450.00 feet, central angle of  $11^{\circ} 05' 14''$ , chord bears N.  $05^{\circ} 34' 24''$  W., 86.94 feet); thence N.  $00^{\circ} 01' 47''$  W., 118.35 feet; thence Northerly 56.39 feet along the arc of a curve to the right (radius of 293.00 feet, central angle of  $11^{\circ} 01' 37''$ , chord bears N.  $05^{\circ} 29' 01''$  E., 56.30 feet); thence Northerly 92.73 feet along the arc of a curve to the left (radius of 272.00 feet, central angle of  $19^{\circ} 32' 03''$ , chord bears N.  $01^{\circ} 13' 48''$  E., 92.29 feet); thence Northerly 125.62 feet along the arc of a curve to the right (radius of 430.00 feet, central angle of  $16^{\circ} 44' 20''$ , chord bears N.  $00^{\circ} 10' 03''$  W., 125.18 feet); thence Northerly 141.47 feet along the arc of a curve to the left (radius of 450.00 feet, central angle of  $18^{\circ} 00' 44''$ , chord bears N.  $00^{\circ} 48' 15''$  W., 140.89 feet); thence Northerly 61.45 feet along the arc of a curve to the right (radius of 360.00 feet, central angle of  $09^{\circ} 46' 50''$ , chord bears N.  $04^{\circ} 55' 12''$  W., 61.37 feet); thence N.  $00^{\circ} 01' 47''$  W., 157.08 feet; thence Northerly 51.83 feet along the arc of a curve to the right (radius of 400.00 feet, central angle of  $07^{\circ} 25' 25''$ , chord bears N.  $03^{\circ} 40' 55''$  E., 51.79 feet); thence N.  $07^{\circ} 23' 38''$  E., 66.33 feet; thence Northerly 86.98 feet along the arc of a curve to the left (radius of 320.00 feet, central angle of  $15^{\circ} 34' 27''$ , chord bears N.  $00^{\circ} 23' 36''$  W., 86.71 feet); thence N.  $08^{\circ} 10' 49''$  W., 61.47 feet; thence Northerly 37.41 feet along

the arc of a curve to the right (radius of 263.00 feet, central angle of  $08^{\circ} 09' 02''$ , chord bears N.  $04^{\circ} 06' 18''$  W., 37.38 feet); thence N.  $00^{\circ} 01' 47''$  W., 667.00 feet; thence N.  $02^{\circ} 10' 32''$  W., 65.37 feet; thence N.  $02^{\circ} 21' 53''$  E., 103.11 feet to the point of beginning. Containing 1,863,541 square feet or 42.781 acres and subject to easements and restrictions of record and all governmental limitations.

AND:

Part of the N.E. 1/4 of Section 13 T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as: Commencing at the North 1/4 corner of said Section 13; thence N.  $87^{\circ} 38' 07''$  W., 958.60 feet along the North line of said Section 13; thence S.  $00^{\circ} 05' 12''$  W., 60.01 feet to a point on the South line of Six Mile Road (120 feet wide); thence along said South line of Six Mile Road, N.  $87^{\circ} 38' 07''$  W., 358.12 feet; thence along the Easterly line of "Northville Colony Estates No. 3", and its extension, as recorded in Liber 98 of Plats, Pages 17, 18 and 19, Wayne County Records, S.  $00^{\circ} 01' 47''$  W., 2688.96 feet; thence along the Northerly line of "Northville Colony Estates No. 4", as recorded in Liber 101 of Plats, Pages 49 and 50, Wayne County Records, S.  $87^{\circ} 15' 13''$  E., 656.14 feet; thence N.  $00^{\circ} 12' 19''$  E., 255.83 feet; thence S.  $87^{\circ} 29' 56''$  E., 2437.27 feet; thence N.  $10^{\circ} 58' 16''$  E., 152.02 feet to the point of beginning; thence N.  $10^{\circ} 58' 16''$  E., 6.04 feet; thence S.  $85^{\circ} 22' 13''$  E., 31.40 feet; thence N.  $07^{\circ} 30' 25''$  W., 144.49 feet; thence N.  $82^{\circ} 22' 08''$  E., 8.00 feet; thence N.  $07^{\circ} 37' 52''$  W., 12.00 feet; thence N.  $82^{\circ} 22' 08''$  E., 9.09 feet; thence 222.68 feet along the arc of a curve to the right, radius of 85.00 feet, central angle  $150^{\circ} 06' 01''$ , chord bears N.  $82^{\circ} 22' 08''$  E., 164.25 feet; thence N.  $82^{\circ} 22' 08''$  E., 20.80 feet; thence S.  $07^{\circ} 51' 31''$  E., 13.07 feet; thence N.  $81^{\circ} 56' 44''$  E., 56.94 feet; thence N.  $07^{\circ} 40' 13''$  W., 102.55 feet; thence N.  $82^{\circ} 08' 20''$  E., 56.80 feet; thence S.  $07^{\circ} 51' 58''$  E., 120.02 feet; thence S.  $82^{\circ} 31' 44''$  W., 56.87 feet; thence S.  $07^{\circ} 40' 15''$  E., 97.75 feet; thence S.  $29^{\circ} 21' 58''$  E., 21.36 feet; thence 225.57 feet along the arc of a curve to the right, radius of 470.00 feet, central angle of  $27^{\circ} 29' 55''$ , chord bears S.  $75^{\circ} 52' 38''$  W., 223.41 feet; thence N.  $85^{\circ} 22' 13''$  W., 80.22 feet to the point of beginning. Containing 57,922 square feet or 1.330 acres and subject to easements and restrictions of record and all governmental limitations.

The land being added to the Condominium by this Eighth Amendment of Master Deed and Replat No. 8 (which land is included in the above description) is described as:

Part of the North 1/2 of Section 13, T.1S., R.8E.,  
Northville Township, Wayne County, Michigan, more  
particularly described as:

Part of the N.E. 1/4 of Section 13, T.1S., R.8E.,  
Northville Township, Wayne County, Michigan, being more  
particularly described as: Commencing at the North 1/4  
corner of said Section 13; thence N. 87° 38' 07" W.,  
958.60 feet along the North line of said Section 13;  
thence S. 00° 05' 12" W., 311.17 feet; thence S. 87° 31'  
45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83  
feet; thence S. 87° 30' 16" E., 158.89 feet; thence S.  
00° 00' 54" E., 510.22 feet; thence S. 85° 24' 45" E.,  
1636.42 feet; thence S. 85° 30' 22" E., 999.58 feet to  
the point of beginning; thence S. 85° 30' 22" E., 155.81  
feet; thence S. 08° 41' 52" W., 138.69 feet; thence S.  
53° 41' 51" W., 28.28 feet; thence S. 21° 08' 21" W.,  
22.53 feet; thence N. 81° 18' 08" W., 44.08 feet; thence  
61.80 feet along the arc of a curve to the left, radius  
of 235.00 feet, central angle of 15° 04' 01", chord bears  
N. 88° 50' 08" W., 61.62 feet; thence S. 18° 17' 04" W.,  
36.35 feet; thence 38.36 feet along the arc of a curve to  
the left, radius of 300.00 feet, central angle of 07° 19'  
34", chord bears N. 50° 43' 31" W., 38.33 feet; thence N.  
12° 44' 21" E., 194.18 feet to the point of beginning.  
Contains 28,921 square feet or 0.664 acres.

AND:

Part of the N.E. 1/4 of Section 13, T.1S., R.8E.,  
Northville Township, Wayne County, Michigan, being more  
particularly described as: Commencing at the North 1/4  
corner of said Section 13; thence N. 87° 38' 07" W.,  
958.60 feet along the North line of said Section 13;  
thence S. 00° 05' 12" W., 311.17 feet; thence S. 87° 31'  
45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83  
feet; thence S. 87° 30' 16" E., 158.89 feet; thence S.  
00° 00' 54" E., 510.22 feet; thence S. 85° 24' 45" E.,  
1636.42 feet; thence S. 85° 30' 22" E., 999.58 feet;  
thence S. 12° 44' 21" W., 194.18 feet; thence S. 06° 33'  
44" W., 31.37 feet to the point of beginning; thence S.  
15° 48' 23" W., 121.16 feet; thence S. 57° 52' 30" W.,  
39.18 feet; thence N. 80° 42' 23" W., 121.71 feet; thence  
N. 15° 48' 23" E., 182.74 feet; thence 150.24 feet along  
the arc of a curve to the right, radius of 273.00 feet,  
central angle of 31° 31' 57", chord bears S. 66° 57' 21"  
E., 148.36 feet to the point of beginning. Contains  
24,960 square feet or 0.573 acres.

AND:

Part of the N.E. 1/4 of Section 13 T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as: Commencing at the North 1/4 corner of said Section 13; thence N. 87° 38' 07" W., 958.60 feet along the North line of said Section 13; thence S. 00° 05' 12" W., 60.01 feet to a point on the South line of Six Mile Road (120 feet wide); thence along said South line of Six Mile Road, N. 87° 38' 07" W., 358.12 feet; thence along the Easterly line of "Northville Colony Estates No. 3", and its extension, as recorded in Liber 98 of Plats, Pages 17, 18 and 19, Wayne County Records, S. 00° 01' 47" W., 2688.96 feet; thence along the Northerly line of "Northville Colony Estates No. 4", as recorded in Liber 101 of Plats, Pages 49 and 50, Wayne County Records, S. 87° 15' 13" E., 656.14 feet; thence N. 00° 12' 19" E., 255.83 feet; thence S. 87° 29' 56" E., 2437.27 feet; thence N. 10° 58' 16" E., 152.02 feet to the point of beginning; thence N. 10° 58' 16" E., 6.04 feet; thence S. 85° 22' 13" E., 31.40 feet; thence N. 07° 30' 25" W., 144.49 feet; thence N. 82° 22' 08" E., 8.00 feet; thence N. 07° 37' 52" W., 12.00 feet; thence N. 82° 22' 08" E., 9.09 feet; thence 222.68 feet along the arc of a curve to the right, radius of 85.00 feet, central angle 150° 06' 01", chord bears N. 82° 22' 08" E., 164.25 feet; thence N. 82° 22' 08" E., 20.80 feet; thence S. 07° 51' 31" E., 13.07 feet; thence N. 81° 56' 44" E., 56.94 feet; thence N. 07° 40' 13" W., 102.55 feet; thence N. 82° 08' 20" E., 56.80 feet; thence S. 07° 51' 58" E., 120.02 feet; thence S. 82° 31' 44" W., 56.87 feet; thence S. 07° 40' 15" E., 97.75 feet; thence S. 29° 21' 58" E., 21.36 feet; thence 225.57 feet along the arc of a curve to the right, radius of 470.00 feet, central angle of 27° 29' 55", chord bears S. 75° 52' 38" W., 223.41 feet; thence N. 85° 22' 13" W., 80.22 feet to the point of beginning. Containing 57,922 square feet or 1.330 acres.

3. Article IV(a)(5) of the original Master Deed is amended so that it identifies the following General Common Elements:

"(5) The Community Building, Pool and such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit."

4. Article VI of the original Master Deed is amended and restated as follows:

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 235 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

5. Except as expressly amended herein, all other terms and provisions of the original Master Deed and its Exhibits, as amended, shall continue in full force and effect, including, without limitation, those provisions which

permit Developer to make future expansions of the Condominium or amendments to the Master Deed.

IN WITNESS WHEREOF, Developer has caused this Eighth Amendment of Master Deed and Replat No. 8 of Wayne County Condominium Subdivision Plan No. 253 to be executed the day and year first above written.

WITNESSES:

PULTE HOMES OF MICHIGAN CORPORATION,  
a Michigan corporation

/s/ Kristen M. Carmack  
\*Kristen M. Carmack

By: /s/ Jeffery K. Parsigian  
\*Jeffery K. Parsigian

/s/ Patricia A. Dvorak  
\*Patricia A. Dvorak

Its: Vice President

\*Print or type name of person signing

STATE OF MICHIGAN )  
                      ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 28th day of July, 1992, by Jeffery K. Parsigian, as the Vice President of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.

/s/ Lorraine McIntosh  
\*Lorraine McIntosh  
Notary Public, Oakland County  
State of Michigan  
My Commission expires: 1/23/96

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Kevin M. Kohls, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

A1477h

Recorded on April 8, 1993 in  
Liber 26447, Page 595, Wayne  
County Records.

COUNTRY CLUB VILLAGE OF NORTHLVILLE - II

NINTH AMENDMENT OF MASTER DEED

REPLAT NO. 9 OF WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 253

This Ninth Amendment of Master Deed and Replat No. 9 of Wayne County Condominium Subdivision Plan No. 253 is made and executed this 5th day of April, 1993, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 315 South Woodward, Suite 110, Royal Oak, Michigan 48067.

W I T N E S S E T H:

Whereas, Developer made and recorded a condominium Master Deed establishing Country Club Village of Northville - II (the "Condominium") as Wayne County Condominium Subdivision Plan No. 253, situated in the Township of Northville, which Master Deed was recorded on November 30, 1988 in Liber 23986, pages 883 through 947, Wayne County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded in Liber 24150, pages 917 through 951, of said records, and Second Amendment of Master Deed and Replat No. 2 recorded in Liber 24303, pages 001 through 036, of said records, and Third Amendment of Master Deed and Replat No. 3 recorded in Liber 24484, pages 067 through 096, of said records, and Fourth Amendment of Master Deed and Replat No. 4 recorded in Liber 24655, pages 362 through 394, of said records, Fifth Amendment of Master Deed and Replat No. 5 recorded in Liber 24852, pages 891 through 924, of said records, Sixth Amendment of Master Deed and Replat No. 6 recorded in Liber 25297, pages 038 through 072, of said records, Seventh Amendment of Master Deed and Replat No. 7 recorded in Liber 25482, Pages 235 through 262, of said records, and Eighth Amendment of Master Deed and Replat No. 8 recorded in Liber 25968, Pages 055 through 094, of said records; and

Whereas, Developer declared in the original Master Deed the right to expand the Condominium by adding land and buildings to the Condominium premises as originally described in the Master Deed and Developer intends by this Ninth Amendment of Master Deed and Replat No. 9 to so expand the Condominium from 235 units to 340 units.

Now, therefore, Developer hereby amends and replats the Condominium in the following manner:

1. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto designated on the cover sheet as Replat No. 9, and sheets 4B and 4C of the Plan previously recorded in Liber 24655, pages 376 and 377, Wayne County Records, sheets 15, 16 and 25 through 28 of the Plan previously recorded in Liber 23986, pages 940, 941 and 948 through 951, of said records, sheets 4A, 5A, 6, 6A, 13, 14, 19 and 20 of the Plan previously

recorded in Liber 24303, pages 014, 018, 019, 020, 027, 028, 031 and 032, of said records, sheets 2E, 2F, 4E, 4F, 5B, 5C and 6C of the Plan previously recorded in Liber 25297, pages 047, 048, 052, 053, 055, 056 and 058, of said records, and sheets 1A, 1B, 1C, 2G, 4, 4G, 4H, 5, 5D, 6B, 6D, 7, 8, 9, 10, 11, 12, 17, 18, 21, 22, 23, 24, 29, 30, 31, 32, 33 and 34 of the Plan previously recorded in Liber 25968, Pages 064, 065, 066, 068, 069 and 071 through 094, of said records.

2. Article II of the original Master Deed, as amended, which described the land comprising the Condominium is amended in its entirety to the effect that the land comprising the Condominium is now described as follows:

Part of the N. 1/2 of Section 13, T.1S., R.8E Northville Township, Wayne County, Michigan; being more particularly described as:

Commencing at the North 1/4 Corner of said Section 13, thence N. 87° 38' 07" W., 1316.67 feet along the North line of said Section 13, and the centerline of Six Mile Road (120 feet wide); thence S. 00° 01' 47" E. 60.05 feet to a point on the South right-of-way line of said Six Mile Road, and Point of Beginning of this Legal Description; thence along said South right-of-way line of Six Mile Road, S. 87° 38' 07" E., 358.12 feet; thence S. 00° 05' 12" W., 251.16 feet; thence S. 87° 31' 45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence along the South line of said "Wolfbrook Estates", S. 85° 24' 45" E., 1636.42 feet; thence S. 85° 30' 22" E., 1155.39 feet along the South line of "Willis Subdivision" (Liber 41, Page 87, Wayne County Records); thence S. 08° 41' 52" W., 138.69 feet; thence S. 53° 41' 51" W., 28.28 feet; thence S. 21° 08' 21" W., 22.53 feet; thence N. 81° 18' 08" W., 44.08 feet; thence Westerly 61.80 feet along the arc of a curve to the left, radius of 235.00 feet, central angle of 15° 14' 01", chord bears N. 88° 50' 08" W., 61.62 feet; thence S. 18° 17' 04" W., 36.35 feet; thence Southeasterly 95.10 feet along the arc of a curve to the right, radius of 300.00 feet, central angle of 18° 09' 46", chord bears S. 37° 58' 51" E., 94.70 feet; thence Southeasterly 144.70 feet along the arc of a curve to the left, radius of 250.00 feet; central angle of 33° 09' 44", chord bears S. 45° 28' 50" E., 142.69 feet; thence S. 27° 56' 18" W., 27.00 feet; thence S. 57° 52' 30" W., 156.62 feet; thence N. 72° 27' 46" W., 36.39 feet; thence N. 32° 07' 30" W., 149.43 feet; thence N. 80° 42' 23" W., 121.71 feet; thence N. 84° 32' 32" W., 144.66 feet; thence N. 04° 33' 19" W.,

60.42 feet; thence S.  $82^{\circ} 42' 51''$  W., 108.94 feet; thence S.  $31^{\circ} 53' 08''$  W., 45.84 feet; thence S.  $67^{\circ} 31' 50''$  W., 200.85 feet; thence N.  $85^{\circ} 26' 40''$  W., 135.96 feet; thence N.  $53^{\circ} 09' 03''$  W., 100.93 feet; thence S.  $89^{\circ} 00' 22''$  W., 112.39 feet; thence N.  $82^{\circ} 43' 06''$  W., 34.93 feet; thence S.  $67^{\circ} 13' 25''$  W., 93.75 feet; thence N.  $84^{\circ} 31' 31''$  W., 44.88 feet; thence S.  $05^{\circ} 28' 29''$  W., 22.84 feet; thence N.  $84^{\circ} 31' 31''$  W., 153.63 feet; thence N.  $05^{\circ} 28' 29''$  E., 51.01 feet; thence N.  $49^{\circ} 32' 51''$  W., 154.54 feet; thence S.  $64^{\circ} 37' 13''$  W., 14.78 feet; thence S.  $04^{\circ} 02' 20''$  W., 52.13 feet; thence S.  $83^{\circ} 24' 39''$  W., 130.48 feet; thence S.  $09^{\circ} 15' 49''$  E., 23.34 feet; thence S.  $88^{\circ} 44' 11''$  W., 27.27 feet; thence N.  $09^{\circ} 15' 49''$  W., 66.22 feet; thence N.  $85^{\circ} 36' 54''$  W., 163.46 feet; thence N.  $86^{\circ} 18' 58''$  W., 305.48 feet; thence N.  $82^{\circ} 19' 26''$  W., 302.98 feet; thence S.  $51^{\circ} 38' 38''$  W., 206.94 feet; thence S.  $63^{\circ} 23' 03''$  W., 82.87 feet; thence S.  $72^{\circ} 08' 38''$  W., 195.63 feet; thence S.  $87^{\circ} 08' 36''$  W., 135.25 feet; thence S.  $02^{\circ} 51' 22''$  E., 45.02 feet; thence S.  $88^{\circ} 13' 48''$  W., 9.68 feet; thence S.  $02^{\circ} 10' 00''$  W., 70.57 feet; thence N.  $80^{\circ} 55' 27''$  E., 130.68 feet; thence S.  $11^{\circ} 14' 02''$  E., 111.50 feet; thence S.  $03^{\circ} 45' 02''$  W., 28.47 feet; thence N.  $78^{\circ} 45' 58''$  E., 16.71 feet; thence Northeasterly 39.73 feet along the arc of a curve to the left radius of 300.00 feet central angle of  $07^{\circ} 35' 18''$ , chords bears N.  $74^{\circ} 58' 19''$  E., 39.70 feet; thence N.  $18^{\circ} 00' 00''$  W., 102.46 feet; thence N.  $72^{\circ} 00' 00''$  E., 90.50 feet; thence N.  $52^{\circ} 42' 42''$  E., 42.62 feet; thence N.  $77^{\circ} 45' 11''$  E., 111.65 feet; thence N.  $80^{\circ} 00' 00''$  E., 120.13 feet; thence N.  $70^{\circ} 00' 00''$  E., 195.37 feet; thence S.  $85^{\circ} 00' 00''$  E., 128.97 feet; thence S.  $61^{\circ} 22' 07''$  E., 33.51 feet; thence S.  $86^{\circ} 00' 00''$  E., 82.50 feet; thence N.  $87^{\circ} 06' 03''$  E., 36.97 feet; thence S.  $76^{\circ} 00' 00''$  E., 91.04 feet; thence S.  $68^{\circ} 00' 00''$  E., 252.01 feet; thence N.  $54^{\circ} 00' 00''$  E., 21.01 feet; thence N.  $36^{\circ} 00' 00''$  W., 134.28 feet; thence N.  $54^{\circ} 00' 00''$  E., 100.50 feet; thence S.  $36^{\circ} 00' 00''$  E., 30.75 feet; thence N.  $88^{\circ} 44' 49''$  E., 54.99 feet; thence N.  $26^{\circ} 00' 00''$  E., 33.07 feet; thence N.  $88^{\circ} 44' 49''$  E., 8.52 feet; thence S.  $64^{\circ} 00' 00''$  E., 114.51 feet; thence S.  $20^{\circ} 00' 00''$  E., 232.88 feet; thence S.  $63^{\circ} 28' 21''$  E., 145.20 feet; thence S.  $54^{\circ} 00' 00''$  E., 90.50 feet; thence S.  $36^{\circ} 00' 00''$  W., 108.05 feet; thence Southeasterly 71.34 feet along the arc of a curve to the right, radius of 147.00 feet central angle of  $27^{\circ} 48' 19''$ , chord bears S.  $24^{\circ} 31' 11''$  E., 70.64 feet; thence S.  $10^{\circ} 37' 02''$  E., 12.24 feet; thence N.  $71^{\circ} 00' 00''$  E., 91.73 feet; thence S.  $20^{\circ} 15' 58''$  E., 90.52 feet; thence S.  $11^{\circ} 56' 49''$  E., 135.21 feet; thence S.  $75^{\circ} 00' 00''$  W., 131.33 feet; thence Northwesterly 42.64 feet along the arc of a curve to the

right, radius of 177.00 feet, central angle  $13^{\circ} 48' 13''$ , chord bears N.  $17^{\circ} 31' 09''$  W., 42.54 feet; thence N.  $10^{\circ} 37' 02''$  W., 70.17 feet; thence S.  $79^{\circ} 00' 00''$  W., 101.58 feet; thence N.  $11^{\circ} 00' 00''$  W., 120.21 feet; thence N.  $60^{\circ} 00' 00''$  W., 195.94 feet; thence N.  $77^{\circ} 49' 45''$  W., 242.40 feet; thence N.  $70^{\circ} 00' 00''$  W., 80.50 feet; thence N.  $47^{\circ} 27' 04''$  W., 34.46 feet; thence N.  $68^{\circ} 00' 00''$  W., 94.50 feet; thence N.  $84^{\circ} 19' 25''$  W., 225.35 feet; thence S.  $75^{\circ} 00' 00''$  W., 79.16 feet; thence S.  $86^{\circ} 52' 13''$  W., 99.92 feet; thence S.  $80^{\circ} 02' 39''$  W., 310.07 feet; thence S.  $69^{\circ} 00' 00''$  W., 157.13 feet; thence N.  $21^{\circ} 00' 00''$  W., 74.67 feet; thence N.  $03^{\circ} 45' 02''$  W., 34.38 feet; thence S.  $78^{\circ} 45' 58''$  W., 23.12 feet; thence S.  $03^{\circ} 45' 02''$  W., 52.68 feet; thence S.  $11^{\circ} 14' 02''$  E., 120.85 feet; thence S.  $79^{\circ} 16' 24''$  E., 74.94 feet; thence S.  $69^{\circ} 47' 41''$  E., 131.44 feet; thence S.  $20^{\circ} 12' 19''$  W., 142.92 feet; thence S.  $69^{\circ} 47' 41''$  E., 46.32 feet; thence S.  $02^{\circ} 12' 12''$  W., 191.85 feet; thence S.  $00^{\circ} 12' 19''$  W., 255.83 feet, to a point on the East - West 1/4 line of Section 13 and the North line of "Northville Colony Estates No. 4", (Liber 101, Pages 49 and 50, Wayne County Records); thence along the East - West 1/4 line of Section 13, and said North line of "Northville Colony Estates No 4", N.  $87^{\circ} 15' 13''$  W., 656.14 feet, to the Southeast corner of "Northville Colony Estates No 3" (Liber 98, Pages 17-19, Wayne County Records); thence N.  $00^{\circ} 01' 47''$  W., 728.62 feet along the East line of said "Northville Colony Estates No. 3 to the South line of "Country Club Village of Northville-1" Wayne County Condominium Subdivision Plan No. 252; thence along said South line N.  $89^{\circ} 58' 13''$  E. 135.46 feet to a point on the West line of Country Knoll Drive, a private drive (27 feet wide) said point also being the East line of said "Country Club Village of Northville-1"; thence along said West line of Country Knoll Drive, Northwesterly 65.28 feet along the arc of a curve to the right, radius of 477.00 feet, central angle  $07^{\circ} 50' 27''$ , chord bears N.  $03^{\circ} 57' 01''$  W., 65.23 feet; thence N.  $00^{\circ} 01' 47''$  W., 118.35 feet; thence Northeasterly 61.59 feet, along the arc of a curve to the right, radius of 320.00 feet, central angle  $11^{\circ} 01' 37''$ , chord bears N.  $05^{\circ} 29' 01''$  E., 61.49 feet; thence Northeasterly 83.53 feet along the arc of a curve to the left, radius of 245.00 feet, central angle  $19^{\circ} 32' 03''$ , chord bears N.  $01^{\circ} 23' 48''$  E., 83.13 feet; thence Northwesterly 133.51 feet along the arc of a curve to the right, radius of 457.00 feet, central angle  $16^{\circ} 44' 20''$ , chord bears N.  $00^{\circ} 10' 04''$  W. 133.04 feet; thence Northwesterly 132.98 feet along the arc of a curve to the left, radius of 423.00 feet, central angle  $18^{\circ} 00' 43''$ , chord bears N.  $00^{\circ} 48' 16''$  W., 132.43 feet; thence

Northwesterly 66.06 feet along the arc of a curve to the right, radius of 387.00 feet, central angle  $09^{\circ} 46' 50''$ , chord bears N.  $04^{\circ} 55' 12''$  W., 65.98 feet; thence N.  $00^{\circ} 01' 47''$  W., 157.08 feet; thence Northeasterly 55.32 feet along the arc of a curve to the right, radius of 427.00 feet, central angle  $07^{\circ} 25' 25''$ , chord bears N.  $03^{\circ} 40' 55''$  E., 55.29 feet; thence N.  $07^{\circ} 23' 38''$  E., 66.33 feet; thence Northwesterly 79.64 feet along a curve to the left, radius of 293.00 feet, central angle  $15^{\circ} 34' 27''$ , chord bears N.  $00^{\circ} 23' 36''$  W., 79.40 feet; thence N.  $08^{\circ} 10' 50''$  W., 61.47 feet; thence Northwesterly 41.25 feet along a curve to the right, radius of 290.00 feet, central angle  $08^{\circ} 09' 02''$ , chord bears N.  $04^{\circ} 06' 18''$  W., 41.22 feet; thence N.  $00^{\circ} 01' 47''$  W., 635.50 feet; thence Northwesterly 14.02 feet along a curve to the left, radius of 250.00 feet, central angle  $03^{\circ} 12' 49''$ , chord bears N.  $01^{\circ} 38' 12''$  W., 14.02 feet, to the North line of said "Country Club Village of Northville-1"; thence along said North line S.  $89^{\circ} 58' 13''$  W., 130.61 feet, to a point on the East line of "Northville Colony Estates No. 3", (Liber 98, Pages 17-19, Wayne County Records); thence along said East line N.  $00^{\circ} 01' 47''$  W., 192.51 feet to the Point of Beginning. Containing 2,881.064 square feet or 66.14 acres. Together with the appurtenant, beneficial easement for ingress and egress over Dum Ravin Drive and Village Run as shown on the Condominium Subdivision Plan and subject to all easements and restrictions of record and governmental limitations.

AND:

Part of the N.E. 1/4 of Section 13 T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as: Commencing at the North 1/4 corner of said Section 13; thence N.  $87^{\circ} 38' 07''$  W., 958.60 feet along the North line of said Section 13; thence S.  $00^{\circ} 05' 12''$  W., 60.01 feet to a point on the South line of Six Mile Road (120 feet wide); thence along said South line of Six Mile Road, N.  $87^{\circ} 38' 07''$  W., 358.12 feet; thence along the Easterly line of "Northville Colony Estates No. 3", and its extension, as recorded in Liber 98 of Plats, Pages 17, 18 and 19, Wayne County Records, S.  $00^{\circ} 01' 47''$  W., 2688.96 feet; thence along the Northerly line of "Northville Colony Estates No. 4", as recorded in Liber 101 of Plats, Pages 49 and 50, Wayne County Records, S.  $87^{\circ} 15' 13''$  E., 656.14 feet; thence N.  $00^{\circ} 12' 19''$  E., 255.83 feet; thence S.  $87^{\circ} 29' 56''$  E., 2437.27 feet; thence N.  $10^{\circ} 58' 16''$  E., 152.02 feet to the point of beginning; thence N.  $10^{\circ} 58' 16''$  E., 6.04 feet; thence S.  $85^{\circ} 22' 13''$  E., 31.40 feet; thence

N. 07° 30' 25" W., 144.49 feet; thence N. 82° 22' 08" E., 8.00 feet; thence N. 07° 37' 52" W., 12.00 feet; thence N. 82° 22' 08" E., 9.09 feet; thence 222.68 feet along the arc of a curve to the right, radius of 85.00 feet, central angle 150° 06' 01", chord bears N. 82° 22' 08" E., 164.25 feet; thence N. 82° 22' 08" E., 20.80 feet; thence S. 07° 51' 31" E., 13.07 feet; thence N. 81° 56' 44" E., 56.94 feet; thence N. 07° 40' 13" W., 102.55 feet; thence N. 82° 08' 20" E., 56.80 feet; thence S. 07° 51' 58" E., 120.02 feet; thence S. 82° 31' 44" W., 56.87 feet; thence S. 07° 40' 15" E., 97.75 feet; thence S. 29° 21' 58" E., 21.36 feet; thence 225.57 feet along the arc of a curve to the right, radius of 470.00 feet, central angle of 27° 29' 55", chord bears S. 75° 52' 38" W., 223.41 feet; thence N. 85° 22' 13" W., 80.22 feet to the point of beginning. Containing 57,922 square feet or 1.330 acres and subject to easements and restrictions of record and all governmental limitations.

The land being added to the Condominium by this Ninth Amendment of Master Deed and Replat No. 9 (which land is included in the above description) is described as:

Part of the N. 1/2 of Section 13 T.1S., R.8E, Northville Township, Wayne County, Michigan, being more particularly described as: Commencing at the North 1/4 corner of said Section 13; thence N. 87° 38' 07" W., 1316.67 feet along the North line of said Section 13 and the centerline of Six Mile Road (120.00 feet wide); thence S. 00° 01' 47" E., 60.05 feet to a point on the South right-of-way line of said Six Mile Road; thence along said South right-of-way line, S. 87° 38' 07" E., 160.00 feet to the point of beginning; thence S. 02° 21' 53" W., 103.11 feet; thence S. 02° 10' 32" E., 65.37 feet; thence S. 00° 01' 47" E., 667.00 feet; thence 37.41 feet along the arc of a curve to the left radius of 263.00 feet, central angle of 08° 09' 02", chord bears S. 04° 06' 18" E., 37.38 feet; thence S. 08° 10' 49" E., 61.47 feet; thence 86.98 feet along the arc of a curve to the right, radius of 320.00 feet, central angle of 15° 34' 27", chord bears S. 00° 23' 36" E., 86.71 feet; thence S. 07° 23' 38" W., 66.33 feet; thence 51.83 feet along the arc of a curve to the left, radius of 400.00 feet, central angle of 07° 25' 25", chord bears S. 03° 40' 55" W., 51.79 feet; thence S. 00° 01' 47" E., 157.08 feet; thence 61.45 feet along the arc of a curve to the left, radius of 360.00 feet, central angle of 09° 46' 50", chord bears S. 04° 55' 12" E., 61.37 feet; thence 141.47 feet along the arc of a curve to the right, radius of 450.00 feet, central angle

of  $18^{\circ} 00' 44''$ , chord bears S.  $00^{\circ} 48' 15''$  E., 140.89 feet; thence 125.62 feet along the arc of a curve to the left, radius of 430.00 feet, central angle of  $16^{\circ} 44' 20''$ , chord bears S.  $00^{\circ} 10' 03''$  E., 125.18 feet; thence 92.73 feet along the arc of a curve to the right, radius of 272.00 feet, central angle of  $19^{\circ} 32' 03''$ , chord bears S.  $01^{\circ} 13' 48''$  W., 92.29 feet; thence 56.39 feet along the arc of a curve to the left, radius of 293.00 feet, central angle of  $11^{\circ} 01' 37''$ , chord bears S.  $05^{\circ} 29' 01''$  W., 56.30 feet; thence S.  $00^{\circ} 01' 47''$  E., 118.35 feet; thence 87.08 feet along the arc of a curve to the left, radius of 450.00 feet, central angle of  $11^{\circ} 05' 14''$ , chord bears S.  $05^{\circ} 34' 24''$  E., 86.94 feet; thence 8.89 feet along the arc of a curve to the right, radius of 327.00 feet, central angle of  $01^{\circ} 33' 27''$ , chord bears S.  $10^{\circ} 20' 17''$  E., 8.89 feet; thence N.  $89^{\circ} 58' 13''$  E., 121.95 feet; thence S.  $11^{\circ} 14' 02''$  E., 71.39 feet; thence N.  $78^{\circ} 45' 58''$  E., 162.25 feet; thence N.  $11^{\circ} 14' 02''$  W., 84.99 feet; thence N.  $03^{\circ} 45' 02''$  E., 80.62 feet; thence N.  $78^{\circ} 45' 58''$  E., 16.71 feet; thence Northeasterly 39.73 feet along the arc of a curve to the left, radius of 300.00 feet, central angle of  $07^{\circ} 35' 18''$ , chord bears N.  $74^{\circ} 58' 19''$  E., 39.70 feet; thence N.  $18^{\circ} 00' 00''$  W., 102.46 feet; thence N.  $72^{\circ} 00' 00''$  E., 90.50 feet; thence N.  $52^{\circ} 42' 42''$  E., 42.62 feet; thence N.  $77^{\circ} 45' 11''$  E., 111.65 feet; thence N.  $80^{\circ} 00' 00''$  E., 120.13 feet; thence N.  $70^{\circ} 00' 00''$  E., 195.37 feet; thence S.  $85^{\circ} 00' 00''$  E., 128.97 feet; thence S.  $61^{\circ} 22' 07''$  E., 33.51 feet; thence S.  $86^{\circ} 00' 00''$  E., 82.50 feet; thence N.  $87^{\circ} 06' 03''$  E., 36.97 feet; thence S.  $76^{\circ} 00' 00''$  E., 91.04 feet; thence S.  $68^{\circ} 00' 00''$  E., 252.01 feet; thence N.  $54^{\circ} 00' 00''$  E., 21.01 feet; thence N.  $36^{\circ} 00' 00''$  W., 134.28 feet; thence N.  $54^{\circ} 00' 00''$  E., 100.50 feet; thence S.  $36^{\circ} 00' 00''$  E., 30.75 feet; thence N.  $88^{\circ} 44' 49''$  E., 54.99 feet; thence N.  $26^{\circ} 00' 00''$  E., 33.07 feet; thence N.  $88^{\circ} 44' 49''$  E., 8.52 feet; thence S.  $64^{\circ} 00' 00''$  E., 114.51 feet; thence S.  $20^{\circ} 00' 00''$  E., 232.88 feet; thence S.  $63^{\circ} 28' 21''$  E., 145.20 feet; thence S.  $54^{\circ} 00' 00''$  E., 90.50 feet; thence S.  $36^{\circ} 00' 00''$  W., 108.05 feet; thence Southeasterly 71.34 feet along the arc of a curve to the right, radius of 147.00 feet, central angle of  $27^{\circ} 48' 19''$ , chord bears S.  $24^{\circ} 31' 11''$  E., 70.64 feet; thence S.  $10^{\circ} 37' 02''$  E., 12.24 feet; thence N.  $71^{\circ} 00' 00''$  E., 91.73 feet; thence S.  $20^{\circ} 15' 58''$  E., 90.52 feet; thence S.  $11^{\circ} 56' 49''$  E., 135.21 feet; thence S.  $75^{\circ} 00' 00''$  W., 131.33 feet; thence Northwesterly 42.64 feet along the arc of a curve to the right, radius of 177.00 feet, central angle of  $13^{\circ} 48' 13''$ , chord bears N.  $17^{\circ} 31' 09''$  W., 42.54 feet; thence N.  $10^{\circ} 37' 02''$  W., 70.17 feet; thence S.  $79^{\circ} 00' 00''$  W.,

101.58 feet; thence N.  $11^{\circ} 00' 00''$  W., 120.21 feet; thence N.  $60^{\circ} 00' 00''$  W., 195.94 feet; thence N.  $77^{\circ} 49' 45''$  W., 242.40 feet; thence N.  $70^{\circ} 00' 00''$  W., 80.50 feet; thence N.  $47^{\circ} 27' 04''$  W., 34.46 feet; thence N.  $68^{\circ} 00' 00''$  W., 94.50 feet; thence N.  $84^{\circ} 19' 25''$  W., 225.35 feet; thence S.  $75^{\circ} 00' 00''$  W., 79.16 feet; thence S.  $86^{\circ} 52' 13''$  W., 99.92 feet; thence S.  $80^{\circ} 02' 39''$  W., 310.07 feet; thence S.  $69^{\circ} 00' 00''$  W., 157.13 feet; thence N.  $21^{\circ} 00' 00''$  W., 74.67 feet; thence N.  $03^{\circ} 45' 02''$  W., 34.38 feet; thence S.  $78^{\circ} 45' 58''$  W., 23.12 feet; thence S.  $03^{\circ} 45' 02''$  W., 52.68 feet; thence S.  $11^{\circ} 14' 02''$  E., 120.85 feet; thence S.  $79^{\circ} 16' 24''$  E., 74.94 feet; thence S.  $69^{\circ} 47' 41''$  E., 131.44 feet; thence S.  $20^{\circ} 12' 19''$  W., 142.92 feet; thence S.  $69^{\circ} 47' 41''$  E., 46.32 feet; thence S.  $02^{\circ} 12' 12''$  W., 191.85 feet; thence S.  $00^{\circ} 12' 19''$  W., 255.83 feet to a point on the East-West 1/4 line of Section 13 and the North line of "Northville Colony Estates No. 4", (Liber 101, Pages 49 and 50, Wayne County Records); thence along the East-West 1/4 line of Section 13 and said North line of "Northville Colony Estates No. 4", N.  $87^{\circ} 15' 13''$  W., 656.14 feet to the Southeast corner of "Northville Colony Estates No. 3", (Liber 98, Pages 17- 19, Wayne County Records); thence N.  $00^{\circ} 01' 47''$  W., 728.62 feet along the East line of said "Northville Colony Estates No. 3 to the South line of "Country Club Village of Northville - I", Wayne County Condominium Subdivision Plan No. 252; thence along said South line, N.  $89^{\circ} 58' 13''$  E., 135.46 feet to a point on the West line of Country Knoll Drive, a private drive (27.00 feet wide), said point also being the East line of said "Country Club Village of Northville - I", thence along said West line of Country Knoll Drive, Northwesterly 65.28 feet along the arc of a curve to the right, radius of 477.00 feet, central angle  $07^{\circ} 50' 27''$ , chord bears N.  $03^{\circ} 57' 01''$  W., 65.23 feet; thence N.  $00^{\circ} 01' 47''$  W., 118.35 feet; thence Northeasterly 61.59 feet along the arc of a curve to the right, radius of 320.00 feet, central angle  $11^{\circ} 01' 37''$ , chord bears N.  $05^{\circ} 29' 01''$  E., 61.49 feet; thence Northeasterly 83.53 feet along the arc of a curve to the left, radius of 245.00 feet, central angle of  $19^{\circ} 32' 03''$ , chord bears N.  $01^{\circ} 23' 48''$  E., 83.13 feet; thence Northwesterly 133.51 feet along the arc of a curve to the right, radius of 457.00 feet, central angle of  $16^{\circ} 44' 20''$ , chord bears N.  $00^{\circ} 10' 04''$  W., 133.04 feet; thence Northwesterly 132.98 feet along the arc of a curve to the left, radius of 423.00 feet, central angle  $18^{\circ} 00' 43''$ , chord bears N.  $00^{\circ} 48' 16''$  W., 132.43 feet; thence Northwesterly 66.06 feet along the arc of a curve to the right, radius of 387.00 feet, central angle of  $09^{\circ} 46' 50''$ , chord bears N.  $04^{\circ} 55' 12''$

W., 65.98 feet; thence N. 00° 01' 47" W., 157.08 feet; thence Northeasterly 55.32 feet along the arc of a curve to the right, radius of 427.00 feet, central angle of 07° 25' 25", chord bears N. 03° 40' 55" E., 55.29 feet; thence N. 07° 23' 38" E., 66.33 feet; thence Northwesterly 79.64 feet along a curve to the left, radius of 293.00 feet, central angle of 15° 34' 27", chord bears N. 00° 23' 36" W., 79.40 feet; thence N. 08° 10' 50" W., 61.47 feet; thence Northwesterly 41.25 feet along a curve to the right, radius of 290.00 feet, central angle of 08° 09' 02", chord bears N. 04° 06' 18" W., 41.22 feet; thence N. 00° 01' 47" W., 635.50 feet; thence Northwesterly 14.02 feet along a curve to the left, radius of 250.00 feet, central angle of 03° 12' 49", chord bears N. 01° 38' 12" W., 14.02 feet to the North line of said "Country Club Village of Northville - I"; thence along said North line, S. 89° 58' 13" W., 130.61 feet to a point on the East line of "Northville Colony Estates No. 3", (Liber 98, Pages 17-19, Wayne County Records); thence along said East line, N. 00° 01' 47" W., 192.51 feet to a point on the South right-of-way line of Six Mile Road (120.00 feet wide); thence along said South right-of-way line, S. 87° 38' 07" E., 160.00 feet to the point of beginning. Containing 1,017,523 square feet or 23.359 acres.

3. Article VI of the original Master Deed is amended and restated as follows:

#### ARTICLE VI

##### CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 340 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total

percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

4. Except as expressly amended herein, all other terms and provisions of the original Master Deed and its Exhibits, as amended, shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future expansions of the Condominium or amendments to the Master Deed.

IN WITNESS WHEREOF, Developer has caused this Ninth Amendment of Master Deed and Replat No. 9 of Wayne County Condominium Subdivision Plan No. 253 to be executed the day and year first above written.

WITNESSES:

PULTE HOMES OF MICHIGAN CORPORATION,  
a Michigan corporation

/s/ Kristen M. Giordano  
\*Kristen M. Giordano

By: /s/ Jeffery K. Parsigian  
\*Jeffery K. Parsigian

/s/ Wanda S. Curtis  
\*Wanda S. Curtis

Its: Vice President

\*Print or type name of person signing

STATE OF MICHIGAN )  
                      ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 5th day of April, 1993, by Jeffery K. Parsigian, as the Vice President of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of said corporation.

/s/ Karen J. Bristol  
\*Karen J. Bristol  
Notary Public, Oakland County  
State of Michigan  
My Commission expires: 1/23/96

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Kevin M. Kohls, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

A3188A

EXHIBIT A  
TO MASTER DEED  
CONDOMINIUM BYLAWS  
COUNTRY CLUB VILLAGE OF NORTHLVILLE - II

ARTICLE I

Section 1. The Condominium shall be administered by a Michigan non-profit corporation, Country Club Village of Northville - II Condominium Association (hereinafter called the "Association") which shall be responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Corporate Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. These bylaws are designated as the Condominium Bylaws and relate to the manner in which the Condominium and the common affairs of the Co-owners of the Condominium units shall be administered. Terms defined in the Master Deed shall have the same meaning when used herein. The Condominium is a residential condominium.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner, including Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. Each member shall have one vote for each unit owned. If voting is by value, the value of each vote shall be the percentage assigned in the Master Deed.

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to a unit in the Condominium.

(c) Each Co-owner shall be entitled to one vote for each unit owned, the value of which shall equal the percentage allocated in the Master Deed. Voting shall be by value unless otherwise expressly required by the Condominium Documents or by law. In the case of any unit owned jointly by more than one Co-owner, the voting right appurtenant to that unit may be exercised jointly as a single vote or may be split if all the joint Co-owners of the unit so agree in writing.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until the Co-owner has presented evidence of ownership of a unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the first annual meeting of Co-owners held in accordance with section 6 of this Article 1 except as specifically provided in section 7. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative.

(e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner at any time by filing a new notice in the manner herein provided. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

(f) There shall be an annual meeting of the Co-owners commencing with the first annual meeting held as provided in section 6 of this Article 1. Other meetings shall be held as provided for in the Corporate Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by proxy of more than thirty-five (35%) percent in value of the Co-owners shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed

time of each meeting of the Co-owners. Cumulative voting shall not be permitted.

(i) Unless otherwise required by law or by the Condominium Documents, any action which could be authorized at a meeting of the members shall be authorized by any affirmative vote of more than fifty (50%) percent in value. The foregoing statement and any other provision of the Master Deed, these Bylaws or the Corporate Bylaws requiring the approval of a majority (or other stated percentage) of the members shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in value of the votes cast by those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Co-owners duly called and held.

(j) Other provisions relating to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Corporate Bylaws.

Section 3. The Board of Directors of the Association shall keep detailed books of account showing all expenditures and receipts of the Condominium and its administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association. All books, records and contracts of the Association shall be available for examination by any of the Co-owners and their mortgagees during convenient times. All books and records shall be audited or reviewed at least annually by independent accountants; provided, however, that such audits need not be certified. The Association shall prepare and distribute to each Co-owner at least annually a financial statement, the contents of which shall be defined by the Association. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association shall keep current copies of the Master Deed establishing the Condominium and all amendments to the Master Deed and all other Condominium Documents available for inspection at reasonable hours by Co-owners, prospective purchasers of Condominium units and existing and prospective mortgagees of Condominium units.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation. Directors must be members of the

Association, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed prior to the first annual meeting of Co-owners held pursuant to section 6 of this Article 1. If a member is a partner or corporation, then any partner or employee of the Partnership, or officer, director or employee of the Corporation shall be qualified to serve as a director.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things necessary thereto subject to the provisions of the Master Deed, these Bylaws, the Corporate Bylaws, Articles of Incorporation and applicable laws. In addition to the foregoing general duties, the Board of Directors shall be responsible specifically for the following:

(i) To manage and administer the affairs of and maintain the Condominium and the common elements thereof.

(ii) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(iii) To carry insurance and collect and allocate the proceeds thereof.

(iv) To rebuild improvements after casualty.

(v) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium project.

(vi) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including Condominium units, easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(vii) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association.

(viii) To make rules and regulations in accordance with Article VI, section 10 of these Bylaws.

(ix) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purposes of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities.

(x) To make rules and regulations and to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any governmental agency or to satisfy the requirements of the United States Department of Housing and Urban Development.

(xi) To enforce the provisions of the Master Deed, these Bylaws, the Corporate Bylaws and the Articles of Incorporation.

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity affiliated with the Developer) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in section 4(a) of this Article 1, and the Board may delegate to such management agent any other duties or powers. In the event the Board does employ professional management for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any unit in the Condominium prior to terminating professional management and assuming self management. In no event may the Board enter into any contract for management, the maximum term of which is greater than three years. In addition to the foregoing, any contract for management or other services by and between the Association and the Developer or any affiliate of the Developer shall provide that such contract is voidable by the Board of Directors of the Association on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent any management contract entered into before the Transitional Control Date extends beyond one year after the Transitional Control Date, the excess period under the contract may be voided by the Board of Directors of the Association by notice to the management agent at least thirty (30) days before the expiration of the one year period.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed before the first annual meeting of Co-owners shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Co-owners.

Section 5. The Corporate Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, manner of removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association. Officers shall not be compensated.

Section 6. The first annual meeting of the Co-owners may be convened only by the Developer and may be called, in the Developer's discretion, at any time on or before the earlier of the dates provided for the first annual meeting in subsections 7(b) and 7(c) of this Article 1. The date, time and place of such first annual meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Corporate Bylaws.

Section 7. The following provisions shall apply notwithstanding the fact that the first annual meeting may not have been called:

(a) An advisory committee of nondeveloper Co-owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of one-third (1/3) of the units that may be created, or one year after the initial conveyance of legal or equitable title to a nondeveloper Co-owner of a unit in the project, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the association of Co-owners. The advisory committee shall cease to exist when a majority of the board of directors of the association of Co-owners is elected by the nondeveloper Co-owners.

(b) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to

nondeveloper Co-owners of twenty-five (25%) percent of the units that may be created, at least one director and not less than twenty-five (25%) percent of the board of directors shall be elected by nondeveloper Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of fifty (50%) percent of the units that may be created, not less than thirty-three and one-third (33 1/3%) percent of the board of directors shall be elected by nondeveloper Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of seventy-five (75%) percent of the units that may be created, and before conveyance of ninety (90%) percent of such units, the first annual meeting shall be called and the nondeveloper Co-owners shall elect all directors on the board, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least ten (10%) percent of the units in the project or as long as ten (10%) percent of the units remain that may be created.

(c) Notwithstanding the formula provided in subsection (b), 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a unit in the project, if title to not less than seventy-five (75%) percent of the units that may be created has not been conveyed, the first annual meeting shall be called and the nondeveloper Co-owners have the right to elect as provided in the Condominium Documents, a number of members of the board of directors equal to the percentage of units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the board equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (b). Application of this subsection does not require a change in the size of the board as determined in the Condominium Documents.

(d) If the calculation of the percentage of members of the board that the nondeveloper Co-owners have the right to elect under subsection (b), or if the product of the number of members of the board multiplied by the percentage of units held by the nondeveloper Co-owners under subsection (c) results in a right of nondeveloper Co-owners to elect a fractional number of members of the board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the board that the nondeveloper

Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the board. Application of this subsection shall not eliminate the right of the Developer to designate one member as provided in subsection (b).

(e) As used in this section, the term "units that may be created" means the maximum number of units which may be included in the Condominium in accordance with any limitation stated in the Master Deed.

Section 8. Any reference to the "first Board of Directors" in the Master Deed, these Bylaws, the Corporate Bylaws, or the Articles of Incorporation shall mean and refer to the Board of Directors named in the Articles of Incorporation, including any successor or additional director appointed by the first board of directors prior to the first annual meeting of the Co-owners.

## ARTICLE II

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. Expenditures affecting administration of the Condominium shall include all costs incurred in satisfaction of any liability arising within, caused by or connected with the common elements or the administration of the Condominium. Receipts affecting administration of the Condominium shall include all sums received as proceeds of, or pursuant to, a policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium.

Section 3. The Board of Directors shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for the year shall be established based upon said budget. The Board of Directors of the Association may increase the assessment if the Board of Directors finds that the revenues of the Association are insufficient to pay costs of operation. Special

assessments may be made by the Board of Directors from time to time for payment of any obligation of the Association. The Board of Directors shall maintain a reserve fund for major repairs and replacement of common elements, which reserve fund shall be in the amount of not less than ten (10%) percent of the Association's current annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a noncumulative basis. The minimum standard required by this subsection may prove to be inadequate for the Condominium. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes.

Section 4. All assessments levied against the Co-owners to pay expenses of administration shall be apportioned among and paid by the Co-owners, in accordance with the percentage of value allocated to each unit in the Master Deed subject to any other assessment provisions in the Master Deed or these Bylaws. In the event the Condominium is hereafter consolidated with one or more other Condominiums in the manner permitted in the Master Deed, then in Developer's discretion the consolidating master deed may provide that Association expenses related to the Condominium as it existed prior to such consolidation shall be accounted for separately and specially assessed only to the Co-owners of Units in the Condominium as it existed prior to such consolidation. Notwithstanding any other provisions of the Condominium Documents to the contrary, the Developer shall not pay regular monthly assessments for units which are owned by the Developer and are unoccupied, but shall only reimburse the Association for actual expenses incurred by the Association which are reasonably allocable to such units. Annual assessments shall be payable by Co-owners in 12 equal monthly installments. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Any assessment not paid within 10 days of its due date shall be subject to a late charge of \$25. The Board of Directors may adopt other uniform late charges pursuant to section 10 of Article VI of these Bylaws. In addition to late charges, assessments which are delinquent more than 10 days shall also bear interest at the rate of seven (7%) percent per annum until paid. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments levied against the unit. A Co-owner selling a unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association. Sums assessed to a Co-owner which are unpaid constitute a lien upon the unit or units in the Condominium owned by the Co-owner at the time of the assessment

before other liens except tax liens on the Condominium unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each Condominium unit owned by the Co-owner shall be in the amount assessed against the Condominium unit. The lien may be foreclosed by an action or by advertisement by the Association in the name of the Condominium on behalf of the other Co-owners.

Section 5. No Co-owner shall be exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of a Condominium unit.

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage, or convey the Condominium unit. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, plus any late charges, shall be chargeable to the Co-owner in default and shall be secured by the lien on the unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any utilities or other services to a Co-owner in default

upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to take possession of the unit if the unit is not occupied by the Co-owner and to lease the Condominium unit and collect and apply the rental therefrom.

Section 7. Notwithstanding any other provisions of the Master Deed, these Bylaws, the Corporate Bylaws or Articles of Incorporation of the Association, if the mortgagee of a first mortgage of record or other purchaser of a Condominium unit obtains title to the Condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the Association chargeable to the unit which became due prior to the acquisition of title to the unit by such person and the expiration of the period of redemption from such foreclosure. The unpaid assessments are deemed to be common expenses collectible from all of the Condominium unit owners including such persons, its successors and assigns.

Section 8. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(a) The notice of lien shall set forth the legal description of the Condominium unit or units to which the lien attaches, the name of the Co-owner of record thereof, the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.

(b) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(c) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Condominium is situated and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

Section 9. Upon the sale or conveyance of a Condominium unit, all unpaid assessments against the Condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except

(a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the unit and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments outstanding against the unit and the purchaser is not liable for any unpaid assessment in excess of the amount set forth in such written statement, nor shall the unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five days before the sale shall be liable for any unpaid assessments against the unit together with interest, costs and attorneys' fees incurred in connection with the collection thereof.

### ARTICLE III

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. The Association may assert, defend or settle claims on behalf of all Co-owners in connection with the common elements of the Condominium. The commencement of any such civil action (other than one to enforce or collect delinquent assessments) shall require the approval of a majority in value of the Co-owners.

### ARTICLE IV

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium, and such other insurance as the Board of Directors deems advisable, and all such insurance shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Co-owners may obtain additional insurance upon their units, at their own expense, in addition to the coverage carried by the Association. It shall be each Co-owner's responsibility to obtain insurance coverage for personal property located within a unit or elsewhere in the Condominium and for personal liability for occurrences

within a unit or upon limited common elements appurtenant to a unit and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to obtain property and liability insurance containing appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) All common elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the appropriate percentage of maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a unit which were furnished by Developer with the unit, or replacements of such improvements made by a Co-owner within a unit. Any other improvements made by a Co-owner within a unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto may be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II hereof.

(c) All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on units in the Condominium have given their prior written approval.

Section 2. Each Co-owner, by ownership of a unit in the Condominium shall be deemed to appoint the Association as the Co-owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium, the Co-owner's unit and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the provisions of the Master Deed and these Bylaws), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

## ARTICLE V

Section 1. If any part of the Condominium shall be partially or completely destroyed, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a common element or a unit, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any unit in the Condominium has given prior written approval of such termination.

(b) If the Condominium is so damaged that no unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of all Co-owners in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans

and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction and repair of the interior of the Co-owner's unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether free standing or built-in. In the event damage to any of the foregoing, or to interior walls within a Co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with section 5 of this Article. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any unit in the Condominium.

Section 5. The Association shall be responsible for the reconstruction and repair of the common elements (except as specifically otherwise provided in the Master Deed) and any incidental damage to a unit caused by such common elements or the reconstruction and repair thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the repayment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged

property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The following provisions shall apply upon any taking by eminent domain of any part of the Condominium:

(a) If any portion of the common elements is taken by eminent domain, the award therefor shall be allocated to the Co-owners in proportion to their respective undivided interests in the common elements. The Association acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of common elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners based upon assigned voting rights shall be binding on all Co-owners.

(b) If a Condominium unit is taken by eminent domain, the undivided interest in the common elements appertaining to the Condominium unit shall thenceforth apportion to the remaining Condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the Co-owner of the Condominium unit taken for the Co-owner's undivided interest in the common elements as well as for the Condominium unit.

(c) If portions of a Condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Condominium unit not taken. The undivided interest of such Condominium unit in the common elements appertaining to the Condominium units shall be reduced in proportion to the diminution in the fair market value of the Condominium unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the Co-owners of a Condominium unit shall be reallocated among the other Condominium units in the Condominium project in proportion to their respective undivided interests in the common elements. A Condominium unit partially taken shall receive the reallocation in proportion to its undivided interest in the common elements as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium unit partially taken for that portion of the undivided interest in the common elements divested from the Co-owner and not revested in the Co-owner, as well as

for that portion of the Condominium unit taken by eminent domain.

(d) If the taking of a portion of a Condominium unit makes it impractical to use the remaining portion of that Condominium unit for a lawful purpose permitted by the Condominium documents, then the entire undivided interest in the common elements appertaining to that Condominium unit shall thenceforth appertain to the remaining Condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that Condominium unit shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium unit for the Co-owner's entire undivided interest in the common elements and for the entire Condominium unit.

(e) Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Condominium units, being allocated to them in proportion to the relative voting strength in the association of Co-owners. A Condominium unit partially taken shall receive a reallocation as though the voting strength in the association of Co-owners was reduced in proportion to the reduction in the undivided interests in the common elements.

(f) In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the Condominium.

(g) In the event any unit in the Condominium, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), or in the event any mortgage is held by or insured by the United States Department of Housing and Urban Development ("HUD"), the Association shall give FHLMC and HUD written notice at such address as it may from time to time direct of any loss to or taking of the common elements of the Condominium, or any loss to or taking of any unit, or part thereof, if the loss or taking exceeds \$10,000 in amount.

Section 8. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units and/or common elements.

## ARTICLE VI

Section 1. No Unit shall be used for other than residential purposes except for any Unit which may be included in the Condominium and reserved for Developer or its assigns for use related to the operation of a golf course. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium. Developer may conduct the activities permitted in section 15 of this Article and any activities expressly referenced in the Master Deed, or any amendment thereof. To the extent provided in the Master Deed or any amendment thereof, portions of the Condominium may be used in connection with the operation of a golf course or other recreational facilities.

Section 2. No Co-owner shall make alterations in exterior appearance or make structural modifications to any unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including but not limited to, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications; nor shall any Co-owner damage or make modifications or attachments to common element walls between units which in any way impair the sound conditioning quality of the walls. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 3. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general; nor shall anything be done which may be or become an annoyance or nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No Co-owner shall do or permit anything to be done or to keep or permit to be kept in the Co-owner's unit or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Board of Directors, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 4. Without the prior written consent of the Board of Directors, no animal or pet other than one cat or one dog shall be kept in the Condominium by any Co-owner. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements, and any animal shall at all times be attended by a responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. The term "animal or pet" as used in this section shall not include small animals which are constantly caged such as small birds or fish. All pets must be registered with the Board of Directors of the Association.

Section 5. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Association. Unless special areas are designated by the Association, trash receptacles shall not be permitted on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a unit or upon the common elements, which detracts from the appearance of the Condominium.

Section 6. Each driveway leading into a garage may only be used by the Co-owner entitled to use the garage. The common

elements shall not be obstructed in any way; nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of all general common elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 7. No recreational vehicles, house trailers, golf carts, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the driveways, roads or other common elements. Automobiles may not be parked on the roads in the Condominium overnight. The washing of automobiles will be permitted in driveways or garages.

Section 8. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 9. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" signs, without written permission from the Board of Directors.

Section 10. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the common elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by the Board of Directors. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners or posted on a general common element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 11. The Association and its duly authorized agents shall have access to each unit and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agent shall also have access to each unit and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit. It shall be the

responsibility of each Co-owner to provide the Association means of access to the Co-owner's unit and any limited common elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to any unit or any limited common elements appurtenant thereto caused thereby or for repair or replacement of such damage.

Section 12. No Co-owner shall perform any landscaping or plant any trees or shrubs or place any ornamental materials upon the common elements other than the private court yards, if any, unless approved by the Board of Directors in writing or unless permitted by the master deed or the regulations of the Association.

Section 13. No unsightly condition shall be maintained upon any court yard, balcony, patio or porch and only furniture and equipment consistent with ordinary court yard, balcony, patio or porch use shall be permitted to remain there during seasons when the same are reasonably in use and no furniture or equipment of any kind shall be stored on balconies, patios or porches during seasons when the same are not reasonably in use.

Section 14. Each Co-owner shall maintain the unit owned and any limited common elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the common elements including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by the Co-owner or the Co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs of the Developer as long as Developer owns any unit which Developer offers for sale, or of the Association in furtherance

of its powers and purposes. Until all units in the entire planned Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable sale of the entire Condominium by Developer. Developer may install temporary drives and/or parking areas in any area of the Condominium in connection with Developer's sales or construction activities. To the extent provided in the Master Deed or any amendment thereof portions of the Condominium may be used by Developer or its assigns in connection with the operation of a golf course or other recreational facilities.

Section 16. Co-owners, including Developer, may rent any number of units at any time for any term of occupancy not less than six months subject to the following:

(a) A Co-owner, including the Developer, desiring to rent or lease a Condominium unit shall disclose that fact in writing to the Association of Co-owners at least ten (10) days before presenting a lease form to a potential lessee, and at the same time, shall supply the Association of Co-owners with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer proposes to rent Condominium units before the Transitional control Date Developer shall notify either the advisory committee or each Co-owner in writing.

(b) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium documents of the Condominium project, and all leases and rental agreements shall so state.

(c) If the Association determines that the tenant or nonco-owner occupant failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail, advising of the alleged violation by the tenant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(ii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of

the Association, if it is under the control of the Developer, an action for both eviction against the tenant or nonco-owner occupant and simultaneously, for money damages against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the general common elements caused by the Co-owner or tenant in connection with the Condominium unit or the Condominium.

(d) When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction shall not constitute a breach of the rental agreement or lease by the tenant.

## ARTICLE VII

Section 1. Any Co-owner who mortgages a unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book maintained solely for such information. The Association may, at the written request of the mortgagee of any unit, report any unpaid assessments due from the Co-owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Condominium written notification of any default in the performance of the obligations of the Co-owner of such unit that is not cured within 60 days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each insurer insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

## ARTICLE VIII

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws (but not the Corporate Bylaws) shall become effective upon recordation in the office of the register of deeds in the county in which the Condominium is located. A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided, however, that any amendment is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or any provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

## ARTICLE IX

Section 1. The Association and all persons acquiring an interest in or using the Condominium are subject to the provisions of the Condominium Documents and regulations of the Association.

Section 2. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners the following relief:

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

(b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court.

Section 3. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or regulations of the Association shall not constitute a waiver of

the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 4. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the corporation, whether or not a director or officer at the time such expenses are incurred, except that this indemnification shall not apply to willful and wanton misconduct or acts of gross negligence. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be which it has approved, the Board of Directors shall notify all Co-owners. Such payment must be approved by a majority vote of the Board of Directors without the vote of the director seeking the indemnification. In the event there has been no judicial determination whether the conduct or the director constituted negligence, the Board of Directors may rely upon an opinion of counsel, which counsel may not be a member of the Association.

## ARTICLE X

The provisions in this article are adopted to meet certain requirements of the Federal Home Loan Mortgage Corporation and supersede any contrary provision of the Master Deed or the Bylaws of the Association:

Section 1. Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, unless at least two-thirds of the first mortgagees (based on one vote for each first mortgage owned), or owners (other than the Developer) of the individual Condominium Units have given their prior written approval, the Association may not:

- (a) by act or omission seek to abandon or terminate the Condominium;
- (b) change the pro rata interest or obligations of any Condominium Unit in order to levy assessments or charges, allocate distribution or hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each Condominium Unit in the Common Elements;
- (c) partition or subdivide any Condominium Units;

(d) seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements by act or omission. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Condominium is not a transfer within the meaning of this clause; and

(e) use hazard insurance proceeds for losses to any Condominium property (whether Units or Common Elements) for other than the repair, replacement, or reconstruction of the Condominium property.

Section 2. All taxes, assessments, and charges that may become liens prior to the first mortgage under local law relate only to the individual Condominium Units and not to the Condominium as a whole.

Section 3. Any agreement for professional management of the Condominium, or any other contract providing for services of the Developer may not exceed three years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on 90 days or less written notice.

A4812A