CONSOLIDATING MASTER DEED NORTHRIDGE FARMS

This Consolidating Master Deed is made and executed on this 30th day of January by Norcon II, a Michigan co-partnership, hereinafter referred to as the "Developer", whose post office address is 2211 East Jefferson Avenue, Suite 680, Detroit, Michigan 48207, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer by recording in Liber 22789, Pages 738 through 783, Wayne County Records a Master Deed, together with Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, and by preparing the First Amendment to Master Deed as recorded in Liber 22964, Page 621, Wayne County records established the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

WHEREAS, Developer desires to consolidate said Master Deed and the First Amendment thereto, and to amend the Bylaws for the purpose of changing the date of the Association's Annual Meeting by declaring and recording this Consolidating Master Deed pursuant to the authority reserved to Developer in Section 52(5) of the Act, and the authority reserved in Article XVI of the Bylaws in order to eliminate now inapplicable portions of the original Master Deed, Bylaws, Condominium Subdivision Plan and any amendments thereto, for ease of future reference.

NOW, THEREFORE, the Developer does, upon the recording hereof, confirm the establishment of pridge Farms as a Condominium Project under the Act and does declare that Northridge Farms shall recording of this Consolidating Master Deed, be held, conveyed, hypothecated, encuring anse, conditions, restrictions, uses, limitation anse, conditions, restrictions, uses, limitation Northridge Farms as a Condominium Project under the Act and does declare that Northridge Farms shall, after recording of this Consolidating Master Deed, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Consolidating Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLET

TITLE AND NATURE

The Condominium Project shall be known as Northridge Farms, Wayne County Condominium Subdivision Plan No. 204. The engineering and architectural plans for the Project were approved by, and are or file with, the Township of Northville. The Condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparate rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Consolidating Master Deed.

ARTICLEII **LEGAL DESCRIPTION**

The land which is submitted to the Condominium Project, the establishment of which is confirmed by this Consolidating Master Deed, is described as follows:

Land in the Southeast 1/4 of Section 2, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan- described as commencing at the Southeast corne pomined and approve

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WAYNE COUNTY TREASURER

PLAT ENGINEER

thence along the South section line South 87°57'25" West, 885.95 feet; thence North 04°59'04" West, 60.08 feet to the Point of Beginning; thence South 87°57'25" West, 484.71 feet; thence North 03°02'35" West, 843.64 feet; thence North 68°51'27" East, 474.22 feet; thence South 04°59'04" East, 1000.00 feet to the Point of Beginning.

Subject to all easements and restrictions of record and all governmental limitations.

ARTICLE III

DEFINITIONS

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

- Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- Section 2. Association. "Association" means Northridge Farms Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.
- Section 3. **Bylaws**. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.
- Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.
- Section 5. Condominium Documents. "Condominium Documents" means and includes this Consolidating Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.
- Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Northridge Farms as described above.
- Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Northridge Farms as a Condominium Project established in conformity with the Act.
- Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.
- Section 9. Consolidating Master Deed. "Consolidating Master Deed" means this Consolidating Master Deed which describes Northridge Farms as a completed Condominium Project and all Units and Common Elements therein, as constructed.
- Section 10. Construction and Sales Period. "Construction and Sales Period", for the purpose of the Condominium documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential development within one mile of the Condominium Premises, whichever is longer.

- Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".
- Section 12. Developer. "Developer" means Norcon II, a Michigan co-partnership, which has made and executed this Consolidating Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.
- Section 13. Master Deed. "Master Deed" means the original Master Deed as recorded in Liber 22789, Pages 738 through 783, Wayne County Records, as amended.
- Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Northridge Farms, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

- Section 1. General Common Elements. The General Common Elements are:
- (a) Land. The land described in Article II hereof, including the roads, sidewalks and parking spaces not identified as Limited Common Elements.
- (b) Electrical. The electrical transmission system throughout the Project up to, but not including, the electric meter for each Unit.
- (c) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.
- (d) Gas. The gas distribution system throughout the Project up to, but not including, the gas meter for each Unit.
- (e) Water. The water distribution system throughout the Project up to and including the water meter for each Unit, including the water sprinkler system.
- (f) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
 - (g) Storm Sewer. The storm sewer system throughout the Project.
- (h) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- (i) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, halls, floor construction between Unit levels and chimneys.
 - (j) Cabana and Swimming Pool. The cabana and swimming pool depicted on Exhibit B hereto.

(k) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

- Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:
 - (a) Patios. Each individual patio in the project is restricted in use to the Co-owner of the Unit which opens into such patio as shown on Exhibit B hereto.
 - (b) Balconies. Each individual balcony in the project is restricted in use to the Co-owner of the Unit which opens into such balcony as shown on Exhibit B hereto.
 - (c) Air Conditioners and Compressors. Each air conditioner compressor and its pad, is restricted in use to the Co-owner of the Unit serviced by such air conditioner compressor.
 - (d) Carports. Each carport is appurtenant to a Unit as a Limited Common Element as designated on Exhibit B attached hereto with numbers which correspond to the Unit to which such carport is appurtenant.
 - (e) Utility Meter. Meters for natural gas and electricity shall be Limited Common Elements respectively appurtenant to each Unit for which they measure such utility service.
 - (f) Doors and Windows. Doors and Windows shall be limited in use to the Co-owners of the Units to which they are attached.
 - (g) Interior Surfaces. The interior surfaces of Units (including doors therein), ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.
- Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:
 - (a) Patios. The costs of maintenance, repair and replacement of each patio described in Article IV. Section 2(a) above and its contents and surrounding fence shall be borne by the Co-owner of the Unit which opens into such patio; provided, however, that the periodicity thereof and the materials utilized in connection therewith shall be determined solely by the Association, which may elect in is discretion, to be responsible for performance of the work at the sole expense of each affected Co-owner. Any patio consisting primarily of lawn area shall be mowed, if unobstructed, by the Association.
 - (b) Balconies. The costs of maintenance, repair and replacement of each balcony described in Article IV, Section 2(b) above shall be borne by each Co-owner to whose Unit the same is appurtenant; provided, however, that the periodicity thereof and the materials utilized in connection therewith shall be determined solely by the Association which may elect, in its discretion, to be responsible for performance of the work at the sole expense of each affected Co-owner.
 - (c) Air Conditioners and Compressors. The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same, as described in Article IV, Section 2(c) above, shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

- (d) Utility Meters. All utility services measured through Unit meters shall be borne by each Co-owner of a Unit to which the same are appurtenant.
- (e) **Doors and Windows**. The repair, replacement and the interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(f) and the costs thereof shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant.
- (f) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2(g) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.
- (g) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

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

ARTICLEV

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Northridge Farms as prepared by Professional Engineering Associates, Inc. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Professional Engineering Associates, Inc. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.
- Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

EASEMENTS

Section 1: Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

- Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights of entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.
- Section 3. Easements for Maintenance, Repair and Replacement. The Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.
- Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE VII

AMENDMENT

This Consolidating Master Deed and the Condominium Subdivision Plan (Exhibit B to said Consolidating Master Deed) may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

- Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Consolidating Master Deed or in the Bylaws to the contrary.
- Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held.
- Section 3. By Developer. Pursuant to Section 90(1) of the Act, the Developer may, without the consent of any Co-owner or any other person, amend this Consolidating Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.
- Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Consolidating Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-developer Co-owners.

ARTICLE VIII ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

ARTICLE IX ASSIGNMENT

This Consolidating Master Deed is prepared and recorded pursuant to the powers and authority granted to Developer in Section 52(5) of the Act and the original Master Deed for the Project was recorded in Liber 22789, Pages 738 through 783, Wayne County Records, and shall supercede in its entirety said original Master Deed as subsequently amended. The Bylaws originally attached as Exhibit A to said Master Deed, recorded as aforesaid, are incorporated by reference herein and an updated copy thereof is attached hereto as Exhibit A. The Condominium Subdivision Plan originally attached as Exhibit B to said Master Deed is hereby replaced and superceded in its entirety by Exhibit B attached hereto which is incorporated herein by reference.

WITNESSES: January Sternicki January Anglor	NOR By:	Dalby Partne	I, a Michigan co-partnership Corporation, a Michigan corporation,
STATE OF MICHIGAN) COUNTY OF WAYNE)		·	Richard D. Reynen, Vice President
On this 30th day of January 199 knowledged before me by Richard D. Reynen, the Vice tion, a partner of NORCON II, a Michigan co-partnership	Preside p, on b (Virg Nota	ent of Epehalf o	Dalby Corporation, a Michigan corpora-

Consolidating Master Deed drafted by:

C. Kim Shierk of Dykema Gossett 505 North Woodward Ave., Suite 3000 Bloomfield Hills, Michigan 48013

When recorded, return to drafter

EXHIBIT "B" TO THE CONSOLIDATING MASTER DEED FOR WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 204

FARMS

NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN

DEVELOPER

NORCON IL A MICHOAN CO-PARTNERING 7211 E. JEFFERSON AVE. 650 SENTWALL 6LOO. DETROIT, ML 48207

LAND IN THE SOUTHEAST 1/4 OF SECTION 2, T, 1S., R.BE., NORTHYILLE TOWNSHIP: WAYNE COUNTY, WICHGLAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CONVERT OF SAID SECTION 2, TH ALONG FIVE SOUTH SECTION LINE, S. 87-57-25, M., 08.55, TH M. 4-59-04, W., 80.50, TO THE POINT OF BEGINNAUGT, TH. 8, 187-57-25, M., 40.47, TT, TH M., 3-027-35, W., 40.47, TH, M., 80-51-27, E., 474,27, TH S., 4*50-04, E., 1000,00°, TO THE POINT OF BEGINNING, CONTAINING 9.92 ACRES.

NGRESS-EGRESS EASEMENT

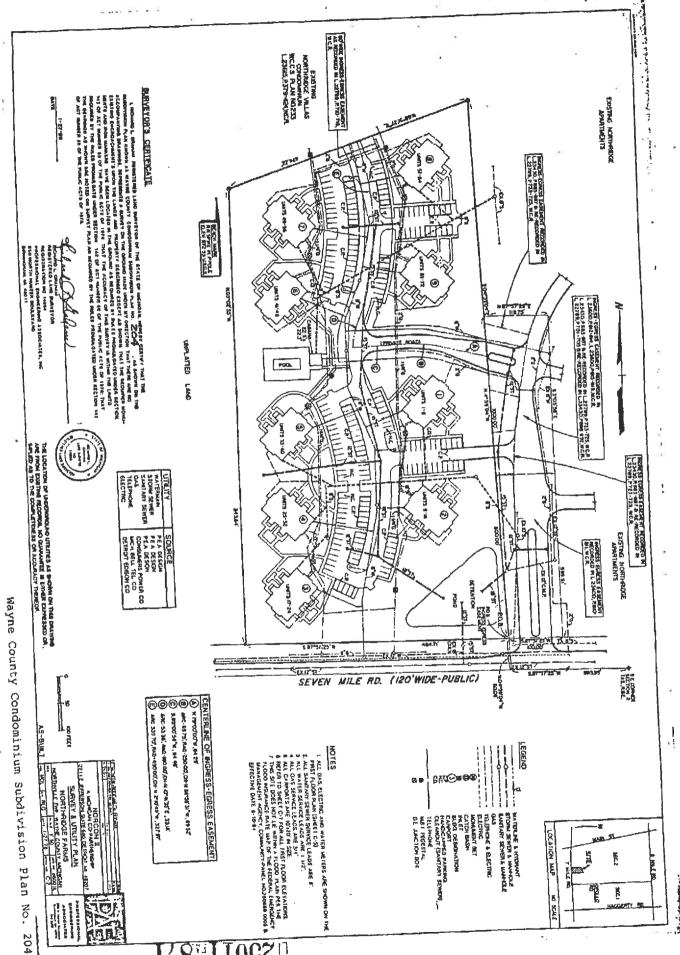
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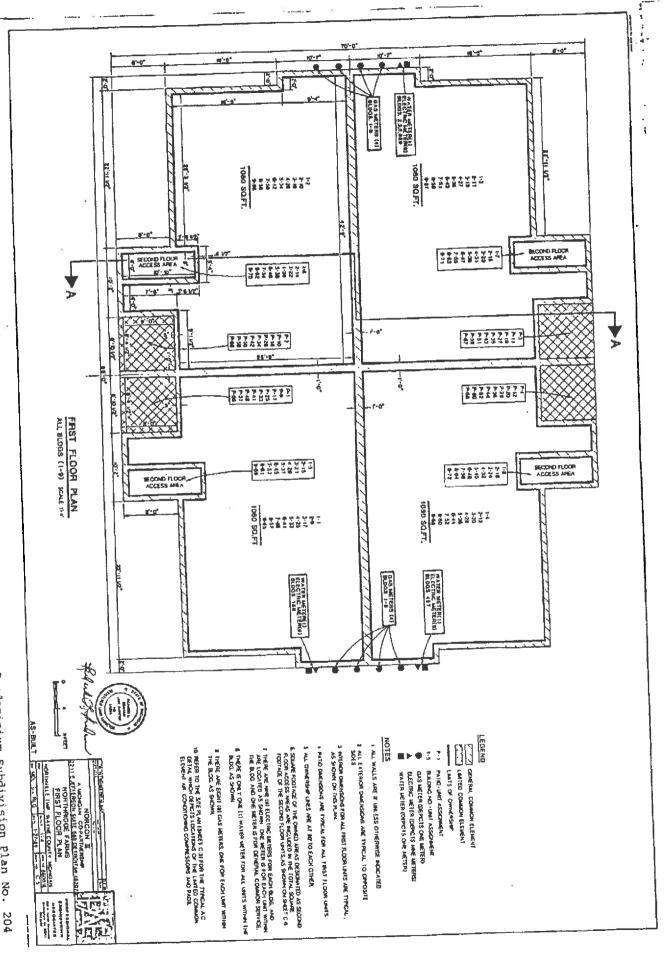
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NDEX OF DRAWINGS 222222 COVER BHEET PLAN
BITE PLAN
BITE PLAN
FOUNDATION PLAN
FRIST PLOOR PLAN
BECOND FLOOR PLAN
BECTTONE

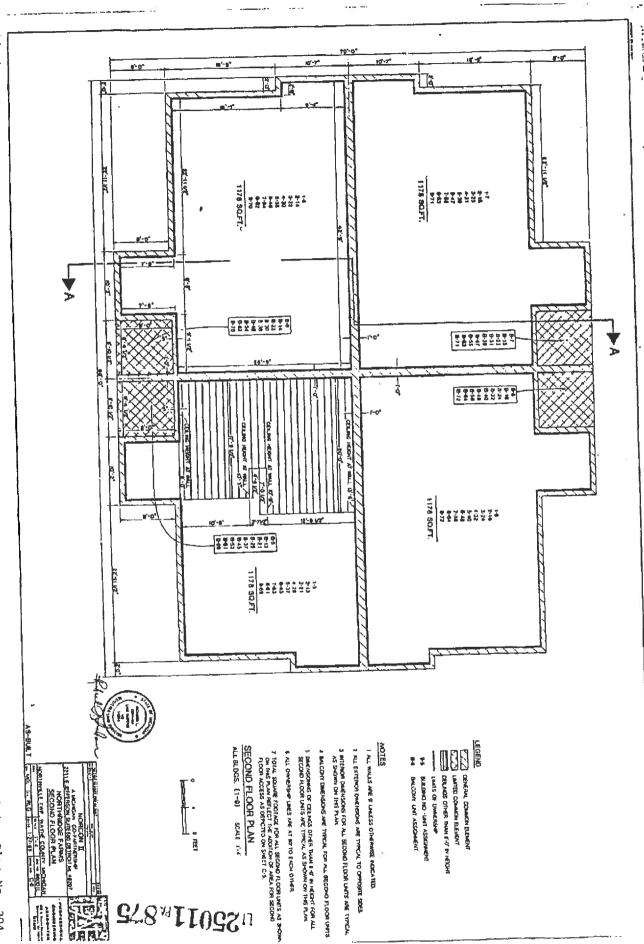


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Wayne County Condominium Subdivision Plan No. UZ30118574



Wayne County Condominium Subdivision Plan No.

204

Wayne County Condominium Subdivision Plan No. 204