

**FIRST AMENDMENT TO THE MASTER DEED OF  
PLYMOUTH VILLAGE CONDOMINIUM**

As required by the Michigan Condominium Act,  
MCLA 559.101 et seq., MSA 26.50(101) et seq.

**Wayne County Condominium Subdivision Plan No. 780**

Talon Homes – Plymouth Village, LLC, a Michigan limited liability company, who has an address of 2285 Franklin Road, Suite 250, Bloomfield Hills, Michigan 48302 (“Developer”), established Plymouth Village Condominium, also known as Wayne County Condominium Subdivision Plan No. 780 (“Condominium Project”), pursuant to the Master Deed thereof recorded on May 17, 2004, in Liber 40602, Pages 250 through 318, inclusive, Wayne County Records (“Master Deed”). Article VI of the Master Deed allows for the contraction of the Condominium Project and Article XXI of the Plymouth Village Condominium Bylaws, Exhibit A to the Master Deed, allow Developer to assign some or all of its rights and obligations as “Developer” to a third party. Infinity Homes – Custom Building Division LLC, whose address is 20592 Chestnut Circle, Livonia, Michigan 48152 (“Successor Developer”), joins in the execution of this First Amendment to Master Deed to reflect Successor Developer’s agreement to assume those obligations of “Developer” under the Master Deed assigned and assumed hereunder.

Upon the recording of this First Amendment to the Master Deed of Plymouth Village Condominium (hereinafter, “First Amendment”) in the office of the Wayne County Register of Deeds, the Master Deed and Condominium Subdivision Plan shall be amended in the following manner:

1. Pursuant to Article VI of the Master Deed, Developer hereby contracts the Condominium by contracting or removing a portion of the real property described in Article VI of the Master Deed, which contracted real property (which shall no longer be part of the Condominium) is described as follows:

PART OF LOT 53, ALL OF LOTS 54 THROUGH 63, INCLUSIVE, ALL OF LOTS 172 THROUGH 176 INCLUSIVE, PART OF LOTS 263 THROUGH 267, INCLUSIVE, ALSO 1/2 VACATED ALLEY ADJACENT TO THAT PART OF LOT 53 AND ALL OF LOTS 54 THROUGH 63, ALSO 1/2 VACATED ALLEY ADJACENT TO THAT PART OF LOT 267 AND ALL OF LOT 172, ALSO 1/2 VACATED NORTHERN AVENUE ADJACENT TO

LOTS 63 AND 172, "GREEN MEADOWS SUBDIVISION", PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 50 OF SAID "GREEN MEADOWS SUBDIVISION" SAID POINT BEING S89° 36'45"E 225.00 FEET FROM THE SOUTHEAST CORNER OF ANN ARBOR ROAD AND MARLOWE AVENUE AND PROCEEDING THENCE S89°36'45"E 127.77 FEET, ALONG THE SOUTH LINE OF ANN ARBOR ROAD TO THE POINT OF BEGINNING, AND PROCEEDING THENCE S89°36'45"E 247.23 FEET, ALONG THE SAID SOUTH LINE OF ANN ARBOR ROAD; THENCE S00°17'50"W 174.60 FEET ALONG THE CENTERLINE OF VACATED NORTHERN AVENUE (60' WIDE); THENCE N89°39' 15"W 30.00 FEET; THENCE S00°17'50"W 200.00 FEET, ALONG THE WEST LINE OF NORTHERN AVENUE (60' WIDE); THENCE N89°39'15"W 240.00 FEET, ALONG THE SOUTH LINE OF SAID LOTS 176 AND 263; THENCE N00°17'50"E 20.00 FEET, AND ALONG THE EAST LINE OF OAKVIEW AVENUE (60' WIDE); THENCE N69°40'46"E 49.46 FEET; THENCE N00°20'45"E 184.09 FEET; THENCE N10°34'38"W 62.55 FEET; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT A RADIUS OF 21.56 FEET, A CENTRAL ANGLE OF 64°58'07", AN ARC DISTANCE OF 24.45 FEET, WHICH CHORD BEARS N32°08'19"W 23.16 FEET; THENCE N00°43'35"E 72.28 FEET TO THE POINT OF BEGINNING. CONTAINING 1.87 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Tax Parcel No.: R78059040035000, R78059040036000, R78059040037000, R78059040038000, R78059040039000, R78059040040000, R78059040041000, R7805904003542000, R78059040043000, R78059040044000, R78059040045000, R78059040046000, R78059040047000, R78059040048000, R78059040049000, R78059040050000, R78059040051000, R78059040052000, R78059040053000, R78059040054000, R78059040055000, R78059040056000, R78059040057000, R78059040058000, R78059040059000, R78059040060000, R78059040061000, R78059040062000, R78059040063000, R78059040064000, R78059040065000, R78059040066000, R78059040067000, R78059040068000, R78059040069000, R78059040070000, R78059040071000, R78059040072000, R78059040073000, R78059040074000, R78059040075000, R78059040076000, R78059040077000, R78059040078000, R78059040079000, & R78059040080000

Nothing herein is intended to prevent Successor Developer from contracting some or all of the the remainder of the "contractable area" (i.e. Units 21-34 from the Condominium) as defined in Article VI of the Master Deed at a later date.

2. The percentage of values for each unit in the Condominium shall, following the above contraction, be based on 34 Units instead of 80 and, under Article V, Section 2 of the Master Deed, each unit shall continue to be allocated an equal percentage value.

3. Pursuant to Article III, Section 12 of the Master Deed and Article XXI of the Bylaws for the Condominium, Developer hereby assigns and Successor Developer hereby assumes all obligations of "Developer" under the Master Deed and Bylaws with respect to the construction, development, maintenance and repair of Units 21-34 and the General Common Elements and Limited Common Elements that are associated with such Units ("Related Elements") and any and all duties imposed on Developer with respect to said Units 21-34 and the Related Elements; provided however, Developer

hereby covenant and agrees to indemnify, defend and hold Successor Developer harmless from any and all claims, demands, obligations, liabilities, duties, commitments or damages (individually and collectively "Preexisting Claims") related to the obligations of Developer with respect to Units 21-34 or the Related Elements under the Master Deed or Bylaws which accrue prior to the date hereof, including, without limitation, all Preexisting Claims arising out of a failure to properly perform any the duties and obligations of Developer (prior to the date hereof) as set forth in the Master Deed and Bylaws. Successor Developer does hereby covenant and agrees to indemnify, defend and hold Developer harmless from any and all claims, demands, obligations, liabilities, duties, commitments or damages (individually and collectively "Future Claims") related to all future obligations of "Developer" with respect to Units 21-34 and the Related Elements under the Master Deed or Bylaws which arise on or after the date hereof, including, without limitation, all Future Claims arising out of a failure to properly perform any the duties and obligations of Developer (on or after the date hereof) as set forth in the Master Deed and Bylaws. Included in this assignment and assumption of certain rights of "Developer" is the right by Successor Developer to further contract all or a portion of Units 21-34 as provided in the Master Deed and any related amendments required as a result of such contraction (e.g.

4. Successor Developer hereby covenants and agrees to prepare and file a Consolidating Master Deed as contemplated by Article VIII, Section 4 of the Master Deed once Units 21-34 and any Related Elements have been completed. Developer covenants and agrees to provide Successor Developer with such information in Developer's immediate possession concerning Units 1-20 of the Condominium and the General Common Elements and Limited Common Elements constructed by Developer as may be reasonably necessary to allow Successor Developer to prepare said Consolidating Master Deed.

5. In all respects, other than as hereinabove indicated, the original Master Deed, Bylaws and Condominium Subdivision Plan of Plymouth Village Condominium, recorded as aforesaid, are hereby ratified, confirmed and redeclared.

The effective date of this First Amendment to the Master Deed of Plymouth Village Condominium shall be the date upon which the last signature below has been affixed.

**SIGNATURES ON FOLLOWING PAGES**

**TALON HOMES – PLYMOUTH VILLAGE, LLC**  
a Michigan limited liability company

\_\_\_\_\_  
By: Michael V. Polsinelli  
Its: President and authorized Member

STATE OF MICHIGAN            )

COUNTY OF OAKLAND        ) ss.

On this date, before me personally appeared Michael V. Polsinelli to me known to be the person who executed the foregoing instrument as President and authorized member of Talon Homes – Plymouth Village, LLC, a Michigan limited liability company, as the free act and deed of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal in the State of Michigan as aforesaid, this \_\_\_\_ day of September 2007.

\_\_\_\_\_  
Notary Public  
for \_\_\_\_\_ County, State of \_\_\_\_\_,  
acting in \_\_\_\_\_ County, State of \_\_\_\_\_.  
My commission expires: \_\_\_\_\_

**INFINITY HOMES - CUSTOM BUILDING DIVISION LLC**  
A Michigan limited liability company

\_\_\_\_\_  
By: Leo Soave  
Its: Authorized Member

STATE OF MICHIGAN            )

COUNTY OF OAKLAND        ) ss.

On this date, before me personally appeared Leo Soave, to me known to be the person who executed the foregoing instrument as Authorized Member of Infinity Homes – Custom Building Division LLC, a Michigan limited liability company, as the free act and deed of said limited liability company.

In witness whereof, I have hereunto set my hand and affixed my official seal in the State of Michigan as aforesaid, this \_\_\_\_ day of September 2007.

\_\_\_\_\_  
Notary Public  
Oakland County Michigan  
Acting in Oakland County, Michigan  
My commission expires: \_\_\_\_\_

Prepared by and when recorded return to:  
Bradley J. Knickerbocker  
Howard and Howard Attorneys, P.C.  
101 North Main Street  
Suite 300  
Ann Arbor, Michigan 48104