



Peggy T. Haines, Washtenaw DMR E381068

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MASTER DEED

WEXFORD COMMONS

This Master Deed is made and executed on this 17 day of January, 2003, by Wexford Commons, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is 135 Keveling Drive, Saline, Michigan 48176, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Wexford Commons as a Condominium Project under the Act and does declare that Wexford Commons (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Wexford Commons, Washtenaw County Condominium Subdivision Plan No. 411. The engineering and architectural plans for the Project were approved by, and are on file with, the City of Saline. The

Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

Commencing at the S 1/4 corner of Section 31, T3S, R6E, City of Saline, Washtenaw County, Michigan, thence S 88°22'03" W 1565.22 feet along the South line of said Section 31 and the centerline of Bemis Road (66 feet wide); thence S 01°55'40" E 121.68 feet to the POINT OF BEGINNING;

thence S 01°55'40" E 544.22 feet;

thence S 88°56'58" W 127.43 feet to the East right-of-way line of Old Creek Drive (variable width right-of-way);

thence along said East line of Old Creek Drive (variable width right-of-way) in the following four (4) courses:

Northwesterly 44.73 feet along the arc of a circular curve to the right, radius 167.00, central angle 15°20'44", chord N 09°45'57" W 44.59 feet,

N 02°05'37" W 142.45 feet,

Northwesterly 126.30 feet along the arc of a circular curve to the left, radius 233.00, central angle 31°03'28", chord N 17°37'22" W 124.76 feet and N 33°09'07" W 25.86 feet to the South right-of-way line of Bemis Road (66 feet wide);

thence along said South line of Bemis Road (66 feet wide) in the following three (3) courses:

N 57°09'38" E 52.05 feet,

Northeasterly 185.00 feet along the arc of a circular curve to the left, radius 263.00, central angle 40°18'10", chord N 37°00'33" E 181.21 feet, and

Northeasterly 51.12 feet along the arc of a circular curve to the right, radius 197.00, central angle 14°52'02", chord N 24°17'29" E 50.97 feet to the POINT OF BEGINNING. Being a

part of the NW 1/4 of said Section 6, T4S, R6E, City of Saline, Washtenaw County, Michigan. Containing 1.38 acres of land, more or less.

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

Tax ID No.: Part of 1-819-06-226-003

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Wexford Commons 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 Wexford Commons 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 Wexford Commons 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. City. "City" means the City of Saline in Washtenaw County, Michigan.

Section 5. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws, Architectural Control Rules and Regulations, and any other rules and regulations, of the Association, and the documents referenced in Article II above as all of the same may be amended from time to time.

Section 7. 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 Wexford Commons as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Wexford Commons as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 10. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to 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 and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or recreational development within a two mile radius of the Condominium.

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 Wexford Commons, L.L.C., a Michigan limited liability company, which has made and executed this 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. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units are conveyed, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a 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.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Wexford Commons, as such space may be described on Exhibit B hereto, 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 shall also be included to the plural 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, roads and sidewalks not identified as Limited Common Elements.
- (b) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls and any common site lighting system and exterior fixtures, up to the point of connection with, but not including, electrical fixtures and outlet boxes within any 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, including that contained within Unit walls, up to the point of connection with gas fixtures, but not including the fixture or shutoff valve within any Unit.
- (e) Water. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with the shut-off valve and the water meter that services each building. Also including, if installed, all sprinkling fixtures and connections and interior or exterior sprinkling system controls which are installed by the Developer or the Association.
- (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, 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, roofs, ceilings, supporting beams, floor construction between Unit levels, masonry separating walls between Units and chimneys.
- (j) Mail Stand. The mail stand located throughout the Project.
- (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 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) Entries. Each entry in the Project is restricted in use to the Co-owner of the Units which open into such entry as shown on Exhibit B hereto.
- (b) Decks and Patios. Each individual deck and patio in the Project is restricted in use to the Co-owner of the Unit which opens into such deck or patio as shown on Exhibit B hereto.
- (c) Air Conditioner Compressors. Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.
- (d) Garage Parking Spaces and Driveways. Each parking space within each parking garage and adjacent drive area are limited in use to the Unit they serve, except that certain driveways shall be shared by more than one Unit as designated on Exhibit B hereto with numbers which correspond to the Units to which such driveways respectively appertain.

(e) Garage Doors and Garage Door Openers. Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(f) Doors and Windows. Doors, windows and window screens shall be limited in use to the Co-owners of Units to which they are attached.

(g) Fireplace Combustion Chambers. Fireplace combustion chambers shall be limited in use to the Units served thereby.

(h) Sidewalks. Certain sidewalks shall be limited in use to the Co-owner of the Unit serviced thereby.

(i) Interior Surfaces. The interior surfaces of Unit and appurtenant garage perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage 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) Entries. The costs of maintenance, repair and replacement of each entry described in Article IV, Section 2(a) above shall be borne by the Association.

(b) Decks and Patios. The responsibility for staining or painting the deck rails, skirt boards of each wood deck appurtenant to a Unit, referred to in Article IV, Section 2(b) above shall be borne by the Association and the cost therefor shall be assessed monthly to only those Co-owners who benefit from the wood decks, which assessment shall be proportionately related to the size of each wood deck. The responsibility and cost of all other maintenance of wood decks and of the patios, as well as the repair and replacement of wood decks, shall be borne by the Co-owner of the Unit to which the deck or patio is appurtenant and subject to the supervision of the Association as provided in Article VIII, Section 1 below.

(c) Air Conditioner 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) Doors and Windows. The repair, replacement and 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; provided, however that no changes in design, material or color may be made therein without express written

approval of the Association (and the Developer during the Construction and Sales Period).

(e) Sidewalks. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all sidewalks but not as to snow removal from any stairs unless the Association, through the Board of Directors, elects to undertake same.

(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(h) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(g) Utility Costs. All costs of electricity and natural gas flowing through the meters described in Article IV, Sections 1(b) and (d) shall be borne by the Co-owner of the Unit serviced by such meters.

(h) Garage Doors and Garage Door Openers. The repair, replacement and maintenance (except in cases of Co-owner fault) of all garage doors referred to in Article IV, Section 2(e) and the costs thereof shall be borne by the Association; the costs of repair, replacement and maintenance of the garage door openers and, in cases of Co-owner fault, garage doors shall be borne by the Co-owner of the Unit to which they service.

(i) Fireplace Combustion Chambers. The maintenance, repair and replacement of the fireplace combustion chambers referred to in Article IV, Section 2(g) and the costs thereof shall be borne by the Co-owner of the Unit serviced thereby.

(j) Site Lighting. The cost of electricity for the exterior lighting fixtures attached either to a Unit or garage shall be metered by the individual electric meter of the Co-owner to whose Unit or garage the same are respectively attached and shall be paid by such individual Co-owner without reimbursement therefor from the Association. The cost of electricity for street and sign lights shall be charged directly to the Association. All site lighting fixtures shall be maintained, repaired and replaced by the Association. Light bulbs for only the lighting fixtures affixed to garage front exteriors shall be furnished by the Association; replacement of all other light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof.

(k) Garage Parking Spaces and Driveways. The cost of maintenance, repair and replacement of each garage parking space described in Article IV, Section 2(d) above, shall be borne by the Co-owner of the Unit to which the garage parking space is appurtenant. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all driveways.

(l) 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.

Section 4. Changes to Certain General Common Elements. During the Construction and Sales Period, the Association shall not, without both the prior written approval of the Developer and 66-2/3% of the Co-owners, alter the appearance of the entry sign, site lighting, including site lighting attached to a Unit, and landscaping, excluding landscaping that extends fifteen (15) feet from the perimeter of the Units. Subsequent to the Construction and Sales Period, the items listed in the preceding sentence shall be maintained, repaired and replaced as provided elsewhere in the Master Deed and Bylaws.

Section 5. Storm Drainage System. The storm drainage system located in the Condominium shall be maintained and repaired by the Association in accordance with the schedule as follows:

Semi-Annually: Sweep street.

Annual Inspections: For sediment accumulation, floatables and debris, erosion; and storm water components during wet weather to compare to as-built plans.

Every Five Years: Remove sediment accumulation.

As Needed: Remove floatables and debris; re-establish permanent vegetation on eroded slopes; and make adjustments or replacements as determined by annual wet weather inspection.

All records of inspections and maintenance shall be kept by the Association, as well as all costs for inspections, maintenance and repairs. This Section 5 shall not be amended or deleted without the prior written approval of the City of Saline.

Section 6. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the 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.

ARTICLE V

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 Wexford Commons as prepared by Midwestern Consulting LLC and J.B.M.A. Architects, Inc., and attached hereto as Exhibit B. The architectural plans and specifications are on file with the City of Saline. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

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 expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

ARTICLE VI

CONVERTIBLE AREA

Notwithstanding any other provision of the Master Deed or the Bylaws, Developer retains and may exercise rights of convertibility in accordance with Section 31 of the Act; such changes in the affected Units and/or Common Elements shall be reflected in a duly recorded amendment or amendments to this Master Deed. The Developer reserves the right without the consent of any other Co-owner or any mortgagee of any Unit to do the following:

Section 1. Designation of Convertible Areas. All Units and Common Elements are hereby designated as Convertible Areas.

Section 2. The Developer's Right to Modify Units and/or Common Elements. The Developer reserves the right, in Developer's sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to enlarge, extend,

diminish, establish easements, over and/or relocate Units and/or Common Elements, and to construct private or common amenities on all or any portion or portions of the Convertible Areas. The precise number, nature, size and location of Unit and/or Common Element extensions and/or reductions and/or amenities or easements which may be constructed, designated and/or established shall be determined by Developer in its sole judgment or by any other person to whom it specifically assigns the right to make such determinations, subject only to any necessary public agency approvals. Any private amenity other than a dwelling extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. Developer's Right to Grant Specific Right of Convertibility. The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Construction and Sales Period and shall be granted only at the sole discretion of the Developer.

Section 4. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

Section 5. Amendment of Master Deed and Modification of Percentages of Value. Such conversion shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall, to the extent appropriate, be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 6. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the area converted by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 7. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the

purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Subdivide Units; Consolidate Units; Relocate Units. Subdivide or resubdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed

shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording this entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake:

Consolidation of Units; Relocation of Boundaries. Co-owners of Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act, except that the subdivision of Units by Co-owners shall not be permitted. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Washtenaw County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

Section 4. City Approval. All subdivisions, consolidation and relocation of Unit boundaries as provided in this Article VII shall be subject to the prior approval of the City.

ARTICLE VIII

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. It is also contemplated that certain decks will be located within a utility easement or easements and that in such circumstance, the Co-owner of the Unit to which the deck is appurtenant shall indemnify and hold harmless the City from any damage caused either to the deck or to the utilities located in the easement(s) by virtue of the deck being in the easement, except that the Developer shall undertake this indemnity with respect to any given Unit during the period the Developer is installing a deck as an appurtenant to a Unit. Furthermore, all maintenance, repair and replacement of such decks shall be undertaken with the supervision of the Association.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) **Access Easements.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Wexford Commons, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) **Utility Easements.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made

by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) 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; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration 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. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments.

including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, 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, fiber optic service, 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.

Section 6. Emergency Vehicle and Service Vehicle Access Easement. There shall exist for the benefit of the City of Saline, or other emergency or public service agency or authority, an easement over the road in the Condominium for use by the emergency and/or service vehicles of the City or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

ARTICLE IX

AMENDMENT

This Master Deed and the Condominium Subdivision Plan 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 above to the contrary.

Section 2. Mortgagee Consent. Amendments shall require the approval of the first mortgagees of record only in accordance with Section 90a of the Act.

Section 3. By Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose 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 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 and approval of mortgages in accordance with Section 90a of the Act.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other document without the written consent of the Developer.

ARTICLE X

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 Washtenaw County Register of Deeds.

[Signature and acknowledgment appear on following page.]

WEXFORD COMMONS, LLC, a
Michigan limited liability company
By: Wexford Development Group, LLC, a
Michigan limited liability company,
Manager

By: Craig A. Welch
Craig A. Welch, Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

On this 17th day of January, 2003, the foregoing Master Deed was acknowledged before me by Craig A. Welch, Manager of Wexford Development Group, LLC, a Michigan limited liability company, Manager of Wexford Commons, L.L.C., a Michigan limited liability company, on behalf of the companies.

Jeani Young
Jeani Young
Notary Public, Washtenaw County, MI
My commission expires: 5-23-07

Master Deed drafted by and
when recorded return to:
C. Kim Shierk of
Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304-2221