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Jan 16, 2001

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Bernard J. Youngblood, Wayne Co. Register of Deeds

\$295.00 DEED
Receipt #39747

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

MASTER DEED

CHERRY HILL VILLAGE

\$4.00 REMONUMENTATION

A Traditional Neighborhood Development

WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 590

This Master Deed is made and executed this 12th day of January, 2000, by Cherry Hill Investors LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098.

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 **Cherry Hill Village** 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 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

EXAMINED AND APPROVED

DATE JAN 16 2001

BY DCL

DANIEL P. LANE
PLAT ENGINEER

The Condominium shall be known as **Cherry Hill Village**, Wayne County Condominium Subdivision Plan No. 590. The architectural plans and specifications for each Dwelling of the Condominium will be filed with Canton Township. The number, boundaries, dimensions and volume of each Unit in the Condominium is set forth in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual use, having its own access to a Common Element of the Condominium that has direct access to a public road. The Owner(s) of

THIS PROPERTY AND TAXES ARE PAID FOR BY THE OWNER(S) PREVIOUS TO DATE OF THIS INSTRUMENT EXCEPT \$2000.00 NOT EXAMINED

No. 8261 Reginald Young Date 1-16-01
WAYNE COUNTY TREASURER Clerk Reginald Young

01-16-2001 44CL8061

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each Unit in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Owners the Common Elements of the Condominium as designated by this Master Deed and the attachments hereto. Owners shall have voting rights in the Cherry Hill Village Homeowners Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association.

ARTICLE II

LEGAL DESCRIPTION

The land that comprises **Cherry Hill Village** is in Canton Township, Wayne County, Michigan, and is described as follows:

Part of the NE 1/4 and NW 1/4 of section 19, T.2S., R.8E., Canton Township, Wayne County, Michigan being more particularly described as follows:

Commencing at the east 1/4 corner of section 19, T.2S., R.9E., Canton Township, Wayne County, Michigan; thence, along the east-west 1/4 line of said section 19, S.89°59'37"W., 60.00' to the point of beginning; thence continuing along the east-west 1/4 line S.89°59'37"W., 970.49'; thence N.00°00'23"W., 35.06'; thence N.64°13'32"E., 83.43'; thence N.41°53'01"E., 110.77'; thence N.47°13'31"W., 133.46'; thence along a non-tangent curve to the left radius 175.00', central angle 12°56'10" (the chord of said curve bears S.28°30'56"W., 39.43') a distance of 39.51'; thence along a curve to the right radius 90.00', central angle 66°10'29" (the chord of said curve bears S.55°08'05"W., 98.27') a distance of 103.95'; thence S.88°13'20"W., 40.17'; thence N.00°01'58"E., 50.02'; thence N.01°46'40"W., 110.00'; thence S.88°13'20"W., 56.89'; thence N.04°12'22"W., 189.69'; thence S.84°55'35"W., 127.15'; thence N.07°50'06"W., 102.80'; thence S.71°27'46"W., 50.89'; thence N.06°52'43"W., 56.50'; thence along a non-tangent curve to the left radius 752.50', central angle 07°07'31" (the chord of said curve bears S.66°49'56"W., 93.52') a distance of 93.58'; thence S.63°16'10"W., 149.71'; thence N.00°47'59"W., 149.49'; thence S.65°44'38"W., 197.80'; thence N.86°55'19"W., 78.68'; thence N.80°34'16"W., 130.54'; thence N.66°28'36"W., 247.61'; thence N.62°13'48"W., 55.25'; thence N.22°15'53"E., 18.95'; thence N.57°09'54"W., 125.77'; thence S.33°11'35"W., 10.00'; thence N.57°09'54"W., 133.46'; thence N.43°23'45"W., 102.32'; thence S.48°23'48"W., 35.63'; thence S.87°45'09"W., to a point on the north-south 1/4 line of said section 19, 39.56'; thence continuing S.87°45'09"W., 60.98'; thence N.89°31'34"W., 55.06'; thence N.79°11'38"W., 90.53'; thence S.28°19'20"W., 21.53'; thence N.56°55'19"W., 287.05'; thence N.33°04'41"E., 15.00'; thence N.56°55'19"W., 260.00'; thence N.51°53'45"W., 50.19'; thence N.54°17'03"W., 170.18'; thence N.33°04'41"E., 20.02'; thence N.88°54'39"E., 98.57'; thence N.00°25'22"W., 201.00'; thence N.89°04'28"E., 300.00'; thence N.24°56'09"E., 324.96'; thence N.89°54'22"W., 163.60'; thence N.01°58'58"E., 462.93'; thence N.83°06'38"E., 69.67'; thence N.00°21'42"W., 99.50'; thence S.89°49'18"E., 69.32'; thence N.04°22'21"E., to the north line of said section 19, 169.38'; thence along the north line of said section 19, also being the centerline of Cherry Hill Road, (66.00' wide) N.89°37'51"E., 263.53', to the north 1/4 corner of section 19; thence continuing along the north line of said section 19 also being the centerline of Cherry Hill Road, S.89°58'42"E., 118.90'; thence S.01°32'59"E., 370.19'; thence N.87°31'33"E., 70.50'; thence S.03°41'44"E., 48.98'; thence S.00°30'37"E., 227.61'; thence along a curve to the left radius 19.00', central angle 90°00'00" (the chord of said curve bears S.45°30'37"E., 26.87') a distance of 29.85'; thence N.89°29'23"E., 25.76'; thence S.00°01'40"W., 61.16'; thence S.57°09'54"E., 125.00'; thence N.32°50'06"E., 20.00'; thence S.57°09'54"E., 124.52'; thence S.67°42'31"E., 54.75'; thence S.41°04'20"W., 30.33'; thence S.57°09'54"E., 124.00'; thence S.57°26'41"E., 50.00'; thence S.57°00'40"E., 91.00'; thence S.57°09'54"E., 142.08'; thence S.60°27'50"E., 50.00' thence S.29°32'10"W., 13.88'; thence

S.60°27'50"E., 129.71'; thence N.89°21'03"E., 53.89'; thence N.72°15'21"E., 114.18'; thence N.59°05'24"E., 139.22'; thence N.51°54'19"E., 85.72'; thence S.00°38'57"E., 273.91'; thence S.89°59'32"E., to a point on the westerly right-of-way line of Denton Road, 1253.79'; thence along the said westerly right-of-way of Denton Road being a line parallel to and 60.00' westerly of the east line of section 19, S.00°14'59"E., 1320.10' to the point of beginning.

Containing 85.4928 acres being subject to easements, reservations and restrictions of record or otherwise, all rights of the public in any portion used for roadway purposes, and all governmental limitations.

ARTICLE III

DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of Cherry Hill Village Homeowners Association are defined as follows:

(a) "Accessory Dwelling" means an additional dwelling unit located within a Cottage Unit, Estate Unit or Village Unit, not to exceed 1,000 square feet of floor area. An Accessory Dwelling may be attached to or detached from the main Dwelling on the Unit. An Accessory Dwelling may also have separate cooking and sanitary facilities and an independent means of access.

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

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

(d) "Association" means the Cherry Hill Village Homeowners Association, a Michigan non-profit corporation, established to 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. All the Owners shall be members of the Association. The Co-owners of Units in the Attached Unit Condominium shall also be members of the Association and shall share, on a pro rata, per Dwelling unit basis, in the costs of maintaining, repairing, operating, insuring and replacing the Common Areas and Facilities, as further provided in Article VII, subparagraph (a)(2) of this Master Deed.

(e) "Attached Unit Condominium" or "Cherry Hill Village II" means the separate attached unit condominium(s) to be established by Developer (or its affiliate) with respect to the Manor Units and Townhouse Units. Each Manor Unit and Townhouse Unit that is withdrawn from the Condominium pursuant to Article XII shall be incorporated into the Attached Unit Condominium.

(f) "Builder" means any Person that purchases one or more Units for the purpose of constructing improvements for later sale of improved Dwellings in the ordinary course of business.

(g) "Bylaws" means Exhibit A hereto, which are the Bylaws required for the Condominium and the Association.

(h) "Common Areas and Facilities" means the General Common Elements of the Condominium, which are subject to easements of use for the benefit of the co-owners of Dwellings in the Attached Unit Condominium, as further provided in Article VII, subparagraph (a)(2) below.

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

(j) "Common Boundary" means the side boundary line of a Unit that forms the common boundary with the adjoining Unit.

(k) "Condominium" means Cherry Hill Village 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 belonging to the Condominium.

(l) "Condominium Documents," means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(m) "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.

(n) "Convertible Area" means the Convertible Area described on the Condominium Subdivision Plan and in Article IX of this Master Deed.

(o) "Contractible Area" means the Manor Units and Townhouse Units and other areas designated on the Plan, which shall be contracted from the Condominium as provided in Article XII of this Master Deed.

(p) "Cottage Unit" means the Unit described as a Cottage Unit in the Pattern Book and identified as a Cottage Unit on the Plan.

(q) "Design Review Committee", "DRC" or "Committee" means the Committee of the Association responsible for performing the design review functions set forth in Article VII of this Master Deed and in Article VI of the Bylaws.

(r) "Developer" means Cherry Hill Investors LLC, a Michigan limited liability company, its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(s) "Dwelling" means a residential dwelling for which a temporary or final certificate of occupancy has been issued. As used in this Master Deed, the term Dwelling does not include an Accessory Dwelling.

- (t) "Estate Unit" means a Unit described as an Estate Unit in the Pattern Book.
- (u) "Family" means an Owner's spouse, descendants (natural or adoptive), grandparents, parents, siblings of the whole or half blood, the parents, descendants (natural or adoptive) and siblings of the whole or half blood of the parents of an Owner's spouse, and employees of the Owner employed for the purpose of caring for the Owner or the Family of the Owner and/or for the maintenance, upkeep or cleaning of the Owner's Dwelling.
- (v) "General Common Elements" means the Common Elements other than the Limited Common Elements.
- (w) "Limited Common Elements" means the portion of the Common Elements, if any, reserved in this Master Deed for the exclusive use less than all of the Owners.
- (x) "Manor Home" means a manor house constructed or to be constructed within a Manor Unit, as described in the Pattern Book.
- (y) "Manor Unit" means a Unit described for development with a manor house in the Pattern Book.
- (z) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.
- (aa) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.
- (bb) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which holds the record title to a Unit in the Condominium, but excluding in all cases any Person holding an interest merely as security for the performance of an obligation. Builders purchasing Units from Developer shall not be Owners until they acquire fee simple title to the Unit purchased. Developer is an Owner as long as Developer owns one or more Units.
- (cc) "Pattern Book" means the book of design guidelines, restrictions and limitations that govern all manner of construction, reconstruction and improvement in Cherry Hill Village. The Pattern Book is part of the Planned Development Agreement, and may be amended from time to time by Developer and its successors or assigns.
- (dd) "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.
- (ee) "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.
- (ff) "Planned Development Agreement" means the Agreement for Cherry Hill Village Planned Development executed between the Township and Developer, as amended from time to time, which permits, limits, restricts and defines the development, maintenance, construction, use and enjoyment of the Condominium.

(gg) "Privacy Fence" means a fence together with its supporting structure and the gate (if any), that runs generally perpendicular to the front setback line established for a Unit. Privacy Fences are subject to the approval of the Village Architect as to color, design, location and relocation.

(hh) "Private Lanes" means the lanes used for pedestrian and vehicular ingress and egress to and from Units and Common Areas, as shown on the Plan.

(ii) "Side Yard Privacy Area" means the area located (or to be located) on Cottage, Village and Estate Units served by Private Lanes. The precise dimensions and location of Side Yard Privacy Areas will be established as Units are sold and shall be shown on an amendment of the Condominium Plan. Each Side Yard Privacy Area shall extend from the front Unit line to the rear Unit line along one side of the Unit. Article VII of this Master Deed further describes Side Yard Privacy Areas.

(jj) "Storm Drainage Facilities" means all ponds, storm water detention areas, storm sewers and appurtenances, basins, piping, rear and side yard drainage swales, and all other storm drainage improvements and facilities in the Condominium.

(kk) "Structure" means any Dwelling, building, driveway, parking area, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in ground swimming pool, or any other structure or improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

(ll) "Telecommunication Systems" means any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Condominium and serving more than one Unit.

(mm) "Town Square" means the area of the Condominium identified as the Town Square on the Plan. Within one year after the initial recording of this Master Deed, the Town Square will be contracted from the Condominium and dedicated by the developer to public (Township) use, subject to the use limitations of this Master Deed.

(nn) "Townhouse" means a Townhouse built within a Townhouse Unit, as further described in the Pattern Book.

(oo) "Townhouse Unit" means a Unit designated for development with Townhouses in the Pattern Book.

(pp) "Township" means the Charter Township of Canton, a Michigan municipal corporation.

(qq) "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 Owners unaffiliated with Developer exceed the votes which may be cast by Developer.

(rr) "Unit" means the volume of 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 and all structures and improvements within such space. As used in this Master Deed, the term "Unit" has the same definition as "Condominium Unit" under the Act.

(ss) "Village Architect" means a professionally licensed architect with significant experience in "traditional neighborhood design", as designated by Developer, its successors or assigns, pursuant to Article VII, subparagraph (k) below.

(tt) "Village Unit" means a Unit designated for development with a Village Unit in the Pattern Book.

(uu) "Work" means the commencement, alteration, erection, addition, maintenance, change, modification or adjustment of any improvement (including, but not limited to, any landscaping, basketball hoops, play structures, bird houses, pet houses, swales, asphalt, concrete, pavement and masonry), Structure, Dwelling or Accessory Dwelling exterior (including, but not limited to, paint, exterior finish, brick, wood, porches, awnings, canopies, shutters, roofs, outside walls, or any other area visible from the outside) located within the Condominium.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B to this Master Deed 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 (excluding any part thereof included in the Units) described in Article II hereof, including without limitation any drives, private lanes, pedestrian paths, parking areas, Storm Drainage Facilities, parks, preserves, meadows, and landscaped areas, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements.

(2) The roads throughout the Condominium are privately owned in common by all Owners and shall be maintained by the Association and not the board of county road commissioners or any other governmental agency. Developer has reserved the right in Article VII of this Master Deed, but not the obligation, to dedicate the roads in the Condominium to public use through the acceptance of such a dedication by the Wayne County Road Commission or any other governmental entity after the recordation of this Master Deed. After certificates of occupancy have been issued for 100% of all the Dwellings in the Condominium, the Association may exercise the foregoing rights and powers.

(3) By recordation of this Master Deed Developer reserves the right and power, but not obligation, to dedicate the Town Square and all other General Common Element parks to public use, by deed to the Township, and all Persons acquiring any interest in the Condominium, including, without limitation, all Owners and Mortgagees, shall be deemed to have irrevocably appointed Developer and its successors or assigns as agent and their attorney-in-fact to make such dedication(s) and to act on behalf of all Owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated

parks. After certificates of occupancy have been issued for 100% of all the Dwellings in the Condominium, the Association may exercise the foregoing rights and powers.

(4) The Storm Drainage Facilities and Telecommunication Systems throughout the Condominium, including below-ground and above-ground systems, and the electrical, gas, water (up to the point of lateral connection at the edge of the vehicular access road for Unit service), sanitary sewer (only the mains shall be Common Elements, the lateral connections to serve Dwellings shall be the individual responsibilities of the respective Dwelling Owners), storm sewer, telephone, plumbing and cable television (if any) networks or systems throughout the Condominium, including that contained within Units to the extent that the portion within the Unit is a main that also services other Units. Leads connecting utility mains to Dwellings built within Units are not Common Elements. Some or all of the Telecommunication Systems may be owned by the local public authority or by the company that is providing the appurtenant service (which may be an affiliate of Developer). Accordingly, such Telecommunication Systems shall be General Common Elements only to the extent of the Owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any.

(5) All beneficial utility and drainage easements.

(6) 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 the areas depicted on the Plan as Limited Common Elements and are limited to the use of the Owners of the Units to which such Limited Common Elements are assigned on the Plan. At present, the only Limited Common Element in the Condominium is an open space area adjacent to Units 16, 17, 18 and 19. Developer has also reserved the right to create Limited Common Elements in Article IX of this Master Deed, including, but not limited to, parking areas, private lanes and parks, for the use of specific Unit Owners. After certificates of occupancy have been issued for 100% of the Dwellings in the Condominium, the Association may exercise the foregoing rights and powers.

(c) The respective responsibilities for the maintenance, repair and replacement of all Common Elements shall be as follows:

(1) The Association shall maintain, repair and replace all Common Elements, including but not limited to, the Storm Drainage Facilities, and any landscaped areas in the roads, including, but not limited to, cul-de-sac islands and medians, and the expense thereof shall be assessed to the Owners in proportion to the Percentages of Value stated in Article VI hereof, subject to any provision of the Condominium Documents expressly to the contrary. Notwithstanding anything herein to the contrary, the Township may maintain, repair and replace the municipal water system up to the point of lateral connections at the edge of the vehicular access road for Dwelling service. Developer has reserved the right and power on behalf of itself and the Association, to establish a special assessment district to pay for the costs of constructing, maintaining and replacing the Storm Drainage Facilities in Article VII of this Master Deed.

(2) Dwellings and Accessory Dwellings will be constructed within the Units depicted on the Plan. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of Dwellings, Accessory Dwellings, and all other improvements within each Unit shall be borne by the Owner(s) of the Unit which is

served thereby; provided, however, that the structure, exterior color or appearance of any Dwelling, Accessory Dwelling, and any other improvements within a Unit shall not be changed without the prior written specific approval of such change from the Design Review Committee. The Dwellings, Accessory Dwellings and other improvements within each Unit shall conform in all respects to the Planned Development Agreement and the use restrictions provided in this Master Deed, the Bylaws, the rules and regulations, if any, of the Association, and applicable ordinances of the Township.

(3) The Association shall not be responsible in the first instance for performing any maintenance, repair or replacement with respect to Dwellings, Accessory Dwellings and other Structures located within the Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors and after the affirmative vote of more than two-thirds (2/3) in number and value of the Owners, may undertake regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to Dwellings (and Accessory Dwellings) within Unit boundaries as it may deem appropriate (including, without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(4) In connection with any amendment made by Developer pursuant to Article IX hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Owners' expense or, in proper cases, at the Association's expense.

ARTICLE V

USE OF PREMISES

All Dwellings, Accessory Dwellings, Structures and other improvements constructed in a Unit shall comply with the terms, provisions and conditions of the Planned Development Agreement, this Master Deed and the Condominium Bylaws. 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 Owner in the use and enjoyment of the Condominium. Units adjacent to Cherry Hill Road are expected to be developed with commercial uses, as provided in the Planned Development Agreement.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION, AND PERCENTAGE OF VALUE

The Condominium consists of 216 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 Unit boundaries 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's 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 equal.

ARTICLE VII

EASEMENTS, RESTRICTIONS AND AGREEMENTS

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

(a) Each Owner shall have a non-exclusive permanent and perpetual easement over and upon the General Common Elements for the intended use and enjoyment thereof in common with all other Owners, their agents, invitees and guests, subject to the restrictions and limitations of this Master Deed and as may be regulated by the Association. With respect to the use of the Common Elements and the Condominium generally, all Persons are referred to Article VI of the Bylaws, which shall at all times apply thereto. Without limiting the generality of the foregoing, the use and enjoyment of the Common Elements are hereby made specifically subject to the following:

(1) The right and duty of the Association to levy assessments against each Unit for the purpose of maintaining the Common Elements and any facilities located thereon in compliance with the provisions of this Master Deed and the Exhibits hereto.

(2) The right of Developer and the Association, acting separately or together, to have, grant and use general and specific easements over, under and through the Common Elements. The Common Areas and Facilities are subject to a Declaration of Easements and Agreement for Maintenance (the "Declaration") recorded with the Wayne County Register of Deeds. The Declaration provides, among other things, that the Common Areas and Facilities are subject to permanent, nonexclusive easements for use and an agreement for maintenance. The Declaration establishes, for the benefit of the co-owners from time to time of the Attached Unit Condominium (as the same may be expanded), a blanket, non-exclusive easement for the use of the Common Areas and Facilities for their intended purposes and including, but not limited to, permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements for use of the Storm Drainage Facilities that are part of the Common Areas and Facilities. These easements shall run with the land in perpetuity for the benefit of the Attached Unit Condominium property and all unit owners therein. Pursuant to the Declaration, all expenses incurred by the Association for the maintenance, repair, operation, insurance and replacement of the Common Areas and Facilities shall be assessed equally to all residential dwellings having use rights in the Common Areas and Facilities, including all residential dwellings established within the Attached Unit Condominium and this Condominium. Use of the Common Areas and Facilities is subject to the reasonable rules and regulations of the Association adopted pursuant to Article VI, Section 10 of the Bylaws. Developer reserved, the right and power in the Declaration, to modify the legal description of the land benefited by the Declaration to include all or a part of the Additional Land and any land withdrawn from this Condominium.

(3) The right and power of Developer and the Association, acting separately or together in conjunction with the Township, to establish a special assessment district, which shall run with the land and be binding upon all persons acquiring an interest in the Condominium, to pay for the costs of constructing, maintaining, repairing and replacing the Storm Drainage Facilities.

(4) The right and power of Developer and the Association, acting separately or together in conjunction with the Township, to establish a special assessment district, which shall run with the land and be binding upon all persons acquiring an interest in the Condominium, to pay for the costs of extending sanitary sewer service to the Condominium.

(b) Developer (on its behalf and on behalf of its successors) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge and extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention areas, all of which easements shall be for the benefit of the Contractible Area and the Additional Land, whether or not such Additional Land is hereafter added to the Condominium and for the benefit of any other land in the vicinity of the Condominium if now owned or hereafter acquired by Developer, Developer's affiliates or their successors or assigns. These easements shall run with the land in perpetuity and shall survive the six-year period for adding the Additional Land to the Condominium. Developer has no financial obligation to support such easements, except that any dwelling unit using the roads, if such unit is not included within the Condominium and if the roads in the Condominium are not public roads, shall pay a pro rata share of the expense of maintenance, repair and replacement of the portion of the Condominium road that is used, which share shall be determined pro rata according to the total number of dwelling units using such portion of the Condominium road.

(c) The roads throughout the Condominium, as General Common Elements, are privately owned in common by all Owners and shall be maintained by the Association. Developer reserves the right, but has no obligation, to dedicate the roads in the Condominium to public use through the acceptance of such a dedication by Wayne County or any other governmental entity after the recordation of this Master Deed, and all persons acquiring any interest in the Condominium, including, without limitation, all Owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for Dwellings in 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association.

(d) Developer also reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements for utility, drainage, safety, conservation or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Owners and mortgagees shall be deemed to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association.

(e) 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 the Units for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, telecommunication, telephone, and cable television lines.

(f) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and Developer prior to the First Annual Meeting), in, on and over all Units, for access to the Units and the exterior of each of the Dwellings and appurtenances that are constructed within each Unit to conduct any activities authorized by this Master Deed or the Condominium Bylaws.

(g) Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Unit or Dwelling 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 or to respond to any emergency or common need of the Condominium; provided, however, that all public utilities such as water main, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television and telecommunication lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric, telephone, telecommunication and utility installations and distribution systems and surface and off-Unit drainage channels and facilities, as well as street lighting stanchions, shall be permitted. There shall exist for the benefit of the Owners, the Township, any emergency service agency, and other governmental units, an easement over all roads and private lanes in the Condominium for use by the Township, the United States Postal Service and emergency or other governmental service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, ambulance and rescue services and all other lawful governmental and private emergency services to the Condominium and all Owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

(h) Easements for the construction, installation and maintenance of public utilities and for Storm Drainage Facilities are reserved as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from Township and any other appropriate municipal authority and except for the paving necessary for each Dwelling's driveway, no Structure, Accessory Dwelling, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit once established by the Builder upon completion of construction of the Dwelling thereon. The easement area of each Unit shall be maintained (in a presentable condition continuously) by the Unit Owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Unit

Owner shall maintain the surface area of easements within the Owner's Unit, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion. Developer, on behalf of itself and the Association, reserves the right and power, but not the obligation, acting separately or together with the Association, in conjunction with the Township, to establish a special assessment district, which will run with the land and be binding upon all Persons acquiring an interest in the Condominium, to pay for the costs of maintaining, repairing or replacing the Storm Drainage Facilities

(i) The Planned Development Agreement and building and use restrictions set forth in Article VI of the Bylaws govern the development and use of each Unit in the Condominium along with the provisions of this Master Deed and the Condominium Subdivision Plan. All improvements made within any Unit or Common Element, including the construction of a Dwelling, Accessory Dwelling and any other Structure, and the use and occupancy thereof, shall comply fully with the Planned Development Agreement, the building and use restrictions established by Article VI of the Bylaws, the provisions of this Master Deed and the Condominium Subdivision Plan. The terms, provisions, restrictions and conditions of Article VI of the Bylaws are incorporated fully herein by this reference.

(j) A perpetual non-exclusive easement is granted by the Owner of each Unit on which a Side Yard Privacy Area is located (the "Grantor") in, on, over and across the Side Yard Privacy Area for ingress, egress, and the use and enjoyment of the Owner of the adjacent Unit that abuts the Side Yard Privacy Area (the "Grantee"), including but not limited to the construction, maintenance and use of a Privacy Fence, and the installation and maintenance of landscaping and other improvements within such Side Yard Privacy Area. The easements and rules promulgated in this subparagraph (j) only apply as between the Grantor (Owner of the Unit that includes the Side Yard Privacy Area) and Grantee (the Owner of the Unit abutting the Side Yard Privacy Area on the Grantee's Unit) of adjacent Units. The precise dimensions and location of each Side Yard Privacy Area will be established as Dwellings are built, and will be depicted on the "as-built" Condominium Plan. The use and enjoyment of a Side Yard Privacy Area shall be subject to the following:

(1) Nothing shall be done or permitted within any Side Yard Privacy Area that would constitute a threat or hazard to the health and safety of the individuals occupying the Grantor's Unit nor shall anything be done or permitted within the Side Yard Privacy Area that defaces the Dwelling on the Grantor's Unit or that adversely affects the integrity, structure or strength of such Dwelling.

(2) The uses permitted within a Side Yard Privacy Area are non-exclusive and are subject to encroachments from roof overhangs not exceeding three feet attributable to the Grantor's Dwelling. In addition, the permitted uses of the Side Yard Privacy Area are subject to utility, access, Storm Drainage Facility, and other easements granted elsewhere in this Master Deed or shown on the Plan.

(3) Each Grantor shall have a reasonable and temporary right of entry, access, ingress and egress, in and to the Side Yard Privacy Area located on the Grantor's Unit and the adjacent Grantee's Unit as reasonably necessary to perform and complete, in a prompt, efficient and good and workmanlike manner, any Work approved by the Design Review Committee and to further perform maintenance and make bona fide repairs to the Dwelling, the Accessory Dwelling and other Structures located on the Grantor's Unit. Unless otherwise warranted by then-existing circumstances or otherwise agreed by the Owner of the Grantee's

Unit, such entry shall occur during daylight hours only and shall be limited to a reasonable number of days in each calendar year

(4) The Design Review Committee is specifically authorized to promulgate ad hoc rules and guidelines pertaining to any particular construction or repair work likely to require the exercise of the right of entry described above so that the respective best interests of the adjoining Owners are, to the extent reasonably possible, harmonized and preserved.

(5) Notwithstanding anything to the contrary set forth in this Master Deed, the Grantee shall be responsible for maintaining, in a neat and attractive condition, the landscaping, any Privacy Fence, and any other improvements within the Side Yard Privacy Area benefiting the Grantee's Unit (excluding overhangs and other portions of the Dwelling on the Grantee's Unit).

(6) Notwithstanding anything to the contrary set forth in this Master Deed, each Grantee shall have an insurable interest in and shall be responsible for maintaining a property insurance policy on the Privacy Fence and all other insurable improvements located within the Side Yard Privacy Area and benefiting the Grantee's Unit (excluding overhangs and other portions of the Dwelling on the Grantor's Unit), and shall be entitled to all insurance proceeds paid under such policy on account of any insured loss. In the event that a Privacy Fence is damaged or destroyed by fire or other casualty, the Grantee shall proceed promptly to repair or restore the Privacy Fence in a manner consistent with its original construction, unless otherwise approved by the Design Review Committee.

(7) In the event of any dispute, disagreement or controversy between or among any Owners pertaining to the Side Yard Privacy Area, then upon the written demand of any such Owner, the dispute, disagreement or controversy shall be fully and finally resolved by binding arbitration before the Association's Board of Directors, and, if necessary, judgment upon the Board's decision may be entered in any court having jurisdiction over the matter.

(k) The Developer has a substantial interest in ensuring that the improvements within the Condominium enhance Developer's reputation as a community developer and do not impair Developer's ability to market, sell, or lease its property. Therefore, each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Condominium, agrees that no Work shall be commenced on such Owner's Unit unless and until the Design Review Committee has given its prior written approval for such Work, which approval may be granted or withheld in the Design Review Committee's sole discretion. Developer shall solely control and appoint the member(s) of the Design Review Committee until certificates of occupancy are issued for one hundred (100%) percent of the Dwellings in the Condominium, unless such control and power of appointment is earlier terminated in a written instrument executed by Developer and recorded in the Public Records of Wayne County. Until such time as Developer transfers its power to appoint the members of the Committee, the Association shall have no jurisdiction over architectural matters.

(1) Developer hereby designates the Village Architect to function as the Design Review Committee, subject to (i) the right of Developer to revoke such designation at any time and reassume jurisdiction over the matters previously delegated and (ii) the right of Developer to veto any decision of the Village Architect which Developer determines, in its sole discretion, to be inappropriate or inadvisable for any reason.

(2) Upon issuance of certificates of occupancy for one hundred (100%) percent of the Dwellings in the Condominium (or on such earlier date as Developer transfers its power of to appoint the members of the Committee), the Association shall assume jurisdiction over architectural matters hereunder and the Association, acting through the Design Review Committee, shall be entitled to exercise all powers previously reserved to Developer under this Article. After the Association assumes jurisdiction over architectural matters, the Design Review Committee shall consist of three Persons who shall serve and may be removed and replaced in the Board's discretion; provided, however, that the Village Architect shall always be a member of the Design Review Committee. The Design Review Committee may from time to time, by resolution unanimously adopted in writing, designate the Village Architect to take any action or perform any duties for and on behalf of the Design Review Committee. In the absence of such designation, the vote of any two (2) members of the Design Review Committee shall constitute an act of the Design Review Committee so long as one of the members voting affirmatively is the Village Architect. No approval shall be issued by the Design Review Committee without the approval of the Village Architect.

(3) The members of the Design Review Committee need not be members of the Association or representatives of members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. The members of the Design Review Committee may receive reasonable compensation for services rendered.

(4) The Design Review Committee shall use the design and construction guidelines and review procedures in the Pattern Book to provide guidance to Owners and Builders in considering applications for architectural approval. The Pattern Book shall not be the exclusive basis for decision hereunder and compliance with the Pattern Book shall not guarantee approval of an application.

(5) The Pattern Book may be amended from time to time at the sole discretion of Developer. Amendments to the Pattern Book shall not apply to require modifications to or removal of structures previously approved after such approved construction or modification has commenced. There are no limitations on the scope of Developer's amendments to the Pattern Book; amendments may remove requirements previously imposed and may otherwise make the Pattern Book more or less restrictive in whole or in part.

(6) The Design Review Committee shall make copies of the Pattern Book available to Owners, Builders, and developers who seek to engage in development or construction within the Condominium, and may charge a reasonable fee to cover its printing costs.

(7) Prior to commencing any Work for which review and approval is required under this subparagraph (k), an application for approval of such Work shall be submitted to the Design Review Committee in such form as may be required by the Design Review Committee. The application shall include plans showing the Unit layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation, and other features of the proposed construction, as required by the Pattern Book. The Design Review Committee may require the submission of such additional information as it deems necessary to consider any application. The Design Review Committee shall, within 30 days after receipt of each complete submission of plans, advise the party submitting the same, in writing, at an address specified by

such party at the time of submission, of (i) the approval of plans, or (ii) the disapproval of such plans, specifying the segments or features of the plans that are objectionable and suggestions, if any, for the curing of such objections. The Design Review Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Design Review Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, Unit plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. No approval shall be inconsistent with the Pattern Book unless a waiver has been granted in writing in accordance with this subparagraph (k). Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

(8) If construction does not commence on any Work for which approval has been granted within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to re-submit the plans for reconsideration in accordance with Pattern Book as then amended before commencing such Work. All Work shall be completed within two years of commencement or such other period as may be specified in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Reviewing Entity.

(9) Each Owner acknowledges that the persons reviewing applications under this subparagraph (k) will change from time to time and that decisions regarding aesthetic matters and interpretation and application of the Pattern Book, if any, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Design Review Committee may refuse to approve similar proposals in the future. Approval of proposals, plans and specifications, or drawings for any Work done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval.

(10) The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the Design Review Committee. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in the Master Deed and the Bylaws and (iii) published or otherwise made available to all members and their contractors, subcontractors and other appropriate designees. All rules of the Design Review Committee shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the Design Review Committee prior to the making of such amendment.

(11) Neither the Developer, the Association, the Board of Directors, the Village Architect, the Design Review Committee nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with

the performance or non-performance of the Village Architect's and the Design Review Committee's duties hereunder. The Design Review Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Condominium, generally. The Design Review Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The approval of any proposed improvements or alterations by the Design Review Committee shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the Design Review Committee or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration or its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Village Architect and the Association generally, from and against any loss, claim or damage connected with the aforesaid aspects of the improvements or alterations.

(12) The Design Review Committee may authorize waivers from compliance with any of the architectural control provisions of the Master Deed and the Bylaws when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such waivers may only be granted, however, when unique circumstances dictate and no waiver shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the Master Deed and the Bylaws, or (iii) estop the Design Review Committee from denying a waiver in other circumstances. Developer and its affiliates shall be exempt from the provisions hereof with respect to new construction, alterations and additions desired to be effected by any of them and shall not be obligated to obtain Village Architect or Design Review Committee approval for any construction or changes which any of them may elect to make at any time.

(l) Developer reserves the right at any time, and from time to time, to grant specific Units the exclusive right to use one or more parking spaces located on the General Common Elements and to thereby convert such General Common Element to a Limited Common Element appurtenant to the Unit to which such parking rights are granted. The grant of such parking space(s) use right shall be evidenced by the designation of such parking space(s) on an amendment to the Condominium Plan. Any such grant shall vest the Unit Owner the exclusive right to use such parking space(s) as an appurtenance to the Owner's Unit. The exclusive right to use such parking space(s) shall pass with title to a Unit, whether or not specifically assigned. After certificates of occupancy have been issued for 100% of all of the Dwellings in the Condominium, the Association may exercise the foregoing rights and powers. In addition, the Association shall have the power to establish parking regulations in all of the Common Elements and may make provision for the involuntary removal of any violating vehicle.

(m) Developer shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Telecommunication Systems (if any) located within the Condominium, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Telecommunication System located on/in the Owner's Unit). Furthermore, Developer shall have the right to retain ownership (directly or through an affiliate) of one or more of the

Telecommunication Systems and to enter into exclusive agreements with service providers, such as providers of cable or satellite television systems, internet service providers, and security systems. Any payments received by Developer related to such arrangements shall be the sole property of Developer and the Association shall have no rights thereto. Such rights shall include the right of Developer to grant exclusive easements to such service providers, binding upon each Owner. If and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Developer as are expressly assigned by Developer; provided, however, that if the Association is the applicable entity, then any Telecommunication Systems or portions thereof shall be deemed Common Elements hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Elements unless otherwise provided by Developer. Any conveyance, transfer, sale or assignment made by Developer pursuant to this subparagraph (m), (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner and (iii) if made to the Association, shall be deemed to have been automatically accepted with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all Units in Cherry Hill Village to the applicable Telecommunication Systems, each Owner and occupant of a Unit shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Units be so connected. The foregoing shall not, however, prohibit the Telecommunication Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion.

(n) Pursuant to the Planned Development Agreement, up to twenty-five (25%) percent of the Cottage, Village and Estate Units may have an Accessory Dwelling. The Units on which Accessory Dwellings may be constructed shall be designated by Developer in its sole and absolute discretion. Such right and power to designate Units for Accessory Dwelling development and to sell such right of development to individual Unit Owners or Builders is reserved exclusively to Developer in perpetuity. An Accessory Dwelling shall not be considered a Dwelling for the purpose of calculating Percentages of Value in the Condominium. Accessory Dwellings are appurtenant to the Units on which they are located and are inseparable from such Units (i.e., an Accessory Dwelling may not be sold, conveyed or transferred separate from the Unit on which it is located). Accessory Dwellings may be occupied and rented only as provided in this subparagraph (n). There are no restrictions on who may occupy Accessory Dwellings constructed on Units located within a one-quarter mile radius of the Village Square (as shown on the concept plan overview in the Pattern Book). Accessory Dwellings on Units located outside of such one-quarter mile radius from the Village Square may only be occupied by the Unit Owner's Family.

(o) Detroit Edison overhead tower lines traverse a portion of the Cherry Hill Village open space. The tower lines extend north and south over Cherry Hill Village general common element open space that is bounded by sites 68 through 72, 81 and 95 (on the west side of the tower lines) and sites 82 through 91 and 94 (on the east side of the tower lines). The tower line permit and Detroit Edison easement are recorded with the Wayne County Register of Deeds and shall run with Cherry Hill Village in perpetuity. The tower lines may be rebuilt and replaced by Detroit Edison from time to time.

ARTICLE VIII

AMENDMENTS

This Master Deed and any Exhibit 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 Owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the 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.

(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 Owners or Mortgagees:

(1) To delete unsold Units and to modify the locations, 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 convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith;

(7) To contract the Contractible Areas from the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith.

(8) To make, define or limit easements affecting the Condominium including, without limitations the easements described in Article VII, subparagraph (j) for Side Yard Privacy Areas.

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

(10) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads and/or parks in the Condominium are dedicated to public use or to comply with the requirements of other

governmental agency; provided, however, that no such amendment may alter the size of any Unit without the consent of the Owner and mortgagee of the affected Unit.

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

ARTICLE IX

CONVERTIBLE AREAS

(a) The Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the unsold Units and Common Elements may be modified and within which unsold Units may be expanded, moved, deleted and created as provided in this Article IX. Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) Developer reserves the right, in its sole discretion, during a period ending 6 years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the approval of the Township and the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefor. The maximum number of Units in the Condominium may not exceed 2000 Units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are 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.

(d) The consent of any Owner shall not be required to convert the Convertible Areas. All of the Owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection 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 re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments

of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article IX 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 Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium 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 Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and re-definitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

ARTICLE X

FUTURE EXPANSION OF CONDOMINIUM

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

(a) Developer (on its behalf and on behalf of its successors and no other third party) reserves the right, but not an obligation, to expand the Condominium. Except as set forth herein, no other person or entity may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article. The consent of any Owner shall not be required to expand the Condominium. All of the 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 of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer 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 executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge 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 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 referred to in the Plan as the proposed future development area, and is situated in Canton Township, Wayne County, Michigan, being more specifically described on the Plan and as follows: The South 1/2 of Section 18, T.2.S., R.8.E., Canton Township, Wayne County, Michigan; Section 19, T.2.S., R.8.E., Canton Township, Wayne County, Michigan; the Southwest 1/4 of Section 17, T.2.S., R.8.E., Canton Township, Wayne County, Michigan; and the West 1/2 of Section 20, T.2.S., R.8.E., Canton Township, Wayne County, Michigan.

(e) The Additional Land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, 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.

(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 number of Units which Developer reserves the right to construct, all or in part, upon the Additional Land is 1784, for a maximum of 2000 Units, which may be included in the Condominium including the Units now shown on the Plan. 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) All land and improvements added to the Condominium shall be restricted exclusively to residential Units and to such 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 structure 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 Units that may be created upon the Additional Land except that such Units 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 added to the Condominium is exclusively within the discretion of the Developer.

(l) If the Condominium is expanded, it shall be expanded 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 which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of 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) Any expansion 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. 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.

ARTICLE XI

SUBDIVISION, RELOCATION OF BOUNDARIES AND OTHER MODIFICATIONS OF UNITS; ACCESSORY DWELLINGS

The boundaries of Units may be relocated and adjusted in accordance with Sections 48 and 49 of the Act and this Article. Any such relocation or adjustment of Unit boundaries shall be given affect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by Developer, its successors or assigns. In any amendment or amendments resulting from the relocation of boundaries, the Percentages of Value shall not change and the total of the Percentages of Value shall remain 100% for the entire Condominium after such amendment or amendments to this Master Deed. Such amendment or amendments to the Master Deed shall also contain such further definition of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium as so modified. All of the Owners, Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All 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 relocate boundaries described in this Article XI.

ARTICLE XII
FUTURE CONTRACTION OF CONDOMINIUM

(a) Developer reserves the right to withdraw from the Condominium that portion of the land described in Article II that consists of the Contractible Area (i.e., all roads and private lanes, the Town Square, all Manor Units, all Townhouse Units and all Units adjacent to Cherry Hill Road), as shown on the Condominium Plan. Such withdrawal shall occur in phases over time. For example, as the Manor Units and Townhouse Units are developed, they will be withdrawn from the Condominium and be incorporated into the Attached Unit Condominium.

(b) At the sole and unconditional option of Developer, within a period ending no later than 6 years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw the Contractible Area from the Condominium. The withdrawal of the Contractible Area pursuant to this Article XII shall be effected by one or more amendments of this Master Deed as provided in paragraph (d) below.

(c) Apart from satisfying governmental conditions, if any, there are no restrictions on Developer's right to contract the Condominium as provided in this Article XII.

(d) The consent of any Owner shall not be required to contract the Condominium. All of the Owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint Developer or its successors, as agent and attorney-in-fact 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 re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions give notice to all Owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE XIII
NOTICE OF PLANNED DEVELOPMENT

The Condominium is part of the Cherry Hill Village Planned Development, and is established subject to the Planned Development Agreement, which imposes certain affirmative obligations on all persons having an interest in the Condominium. The development, maintenance, construction, use and enjoyment of the Condominium is expressly subject to all of the terms and provisions of the Planned Development Agreement, as the same may be amended from time to time, including, but not limited to, the Schedule of Regulations contained in such Agreement, which, among other things, limits and defines, setbacks, building heights, utility locations and permitted uses. Copies of the Planned Development Agreement are available from the Township and are also maintained on file with the Association. All on-going expenses and obligations imposed on the Condominium property pursuant to the Planned Development Agreement (i.e., obligations and expenses that deal with the operation of the Condominium and its use as a traditional neighborhood development rather than the land development improvements of the Condominium) shall be expenses of administration assessed

to the Owners as provided in Article II of the Condominium Bylaws. Such expenses include, but are not limited to, the Association's obligation to maintain the Storm Drainage Facilities, pathways, Private Lanes, conservation areas (including woodlands) and roadways shown on the Condominium Plan.

ARTICLE XV

ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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.

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

WITNESS:

SIGNED BY:

Jamie A. Childress
JAMIE A. CHILDRESS
Jonathan O. Gono
* Jonathan O. Gono

CHERRY HILL INVESTORS LLC,
a Michigan limited liability company

By: Biltmore Properties Corporation, a
Michigan corporation, its Manager

By: [Signature]
David J. Stollman, Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12th day of January, 2001, by David J. Stollman, who is the Vice President of Biltmore Properties Corporation, the Manager of Cherry Hill Investors LLC, a Michigan limited liability company, on behalf of the company.

Adrienne M. Hassberger
* ADRIENNE M. HASSBERGER
Notary Public, Oakland County, MI
My Commission Expires: 2/3/2002

***Please print or type name of person signing (black ink only).**

DRAFTED BY AND WHEN RECORDED RETURN TO:
Kevin Kohls, Esq. and
Jorge I. Beltrán, Esq.
Wasinger Kickham and Kohls
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