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Bernard J. Youngblood, Wayne Co. Register of Deeds

\$200.00 DEED
Receipt #40869
RECORDED
BERNARD J. YOUNGBLOOD, REGISTER OF DEED
WAYNE COUNTY, MI

MASTER DEED

\$4.00 REMONUMENTATION

CHERRY HILL VILLAGE II

A Traditional Neighborhood Development

WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 591

This Master Deed is made and executed this 19th day of January, 2001, 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 II** as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

12 MOC (200) 412 65 pgs A DC

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT 2000 not examined
No. 8336 Raymond J. Wojcinski Date 1-23-01
WAYNE COUNTY TREASURER Clerk C. J. [Signature]

EXAMINED AND APPROVED
DATE JAN 22 2001
BY [Signature]
DANIEL P. LANE
PLAT ENGINEER

DEED * 5

4.00

01-22-2001 44CL8536

ARTICLE ITITLE AND NATURE

The Condominium shall be known as Cherry Hill Village II, Wayne County Condominium Subdivision Plan No. 591. The architectural plans and specifications for each residence of the Condominium will be filed with the Township of Canton. The number, boundaries, dimensions and volume of each Unit in the Condominium are 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. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in Cherry Hill Village II Homeowners Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association.

ARTICLE IILEGAL DESCRIPTION

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

Commencing at the north 1/4 corner of Section 19, T.2S., R.9E., Canton Township, Wayne County, Michigan S.89°42'11"W., 196.40'; thence S.00°17'49"E., 50.25'; thence S.00°15'48"E., 123.50'; thence N.89°37'51"E., 48.32'; thence S.00°30'37"E., 76.60'; thence S.00°30'37"E., 95.50'; thence along a non-tangent curve to the left radius 61.00'; central angle 13°00'21" (the chord of said curve bears S.65°24'19"W., 13.82') a distance of 13.85' to the point of beginning; thence continuing along the curve to the left, also being the westerly right-of-way line of private Constitution Street (55 feet wide), radius 61.00, central angle 59°24'45" (the chord of said curve bears S.29°11'45"W, 60.46') a distance of 63.25'; thence, continuing along the said westerly line of Constitution Street, S.00°30'37"E., 135.99', thence S.89°29'23"W., 100.00', thence N.00°30'37"W., 188.50'; thence N.89°29'23"E., 129.96' to the point of beginning; containing 0.4433 net 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 II* Homeowners Association, are defined as follows:

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

(b) "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.

(c) "Adjacent Condominium" or "Cherry Hill Village" means Cherry Hill Village, the condominium created by the Cherry Hill Village Master Deed, and which includes the Community Areas and Facilities.

(d) "Association" means the Cherry Hill Village Homeowners Association, a Michigan non-profit corporation. Pursuant to the Cherry Hill Village Master Deed, the Association is responsible, among other things, to administer, operate, manage, and maintain: (1) The Community Areas and Facilities; and (2) the architectural and building specifications of this Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors (or, as the case may be, the Design Review Committee), unless specifically reserved to its members by the Cherry Hill Village Master Deed, this Master Deed or the laws of the State of Michigan. All the Owners shall be members of the Association. The owners of units in the Adjacent 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 (c) of this Master Deed.

(e) "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.

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

(g) "Cherry Hill Village Master Deed" means the Master Deed of Cherry Hill Village, a condominium, as recorded in Wayne County Records.

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

(i) "Community Areas and Facilities" means the General Common Elements established and described in the Cherry Hill Village Master Deed, in which all Co-owners have an easement of use and enjoyment, and a financial obligation to support, as further provided in Article VII, Subparagraph (c) below.

(j) "Condominium" means Cherry Hill Village II 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.

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

(l) "Condominium Unit" or "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.

(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) "Co-owner" or "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.

(p) "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.

(q) "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.

(r) "Dwelling" means a residential dwelling for which a temporary or final certificate of occupancy has been issued; the term Dwelling does not include accessory dwellings built within units in the Adjacent Condominium, as permitted by the Cherry Hill Village Master Deed.

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

(t) "Limited Common Elements" means the portion of the Common Elements reserved in this Master Deed for the exclusive use less than all of the Owners.

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

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

(w) "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.

(x) "Percentage of Value" means the percentage assigned to each Condominium Site 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.

(y) "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.

(z) "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.

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

(bb) "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.

(cc) "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.

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

(ee) "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.

(ff) "Village Architect" means the professional architect licensed to practice architecture in the State of Michigan, and designated by Developer, its successors or assigns, with experience in the design of "traditional neighborhood development" communities.

(gg) "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), or building exterior modification (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).

ARTICLE IV

COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land described in Article II hereof, including any drives, parking areas, sidewalks, and landscaped areas, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements. The drives designated on the Plan, which provide internal traffic circulation for the Condominium, are privately owned in common by all Co-owners and will be maintained by the Association and not the board of county road commissioners or any other governmental agency. The Association may, in its discretion, assign General Common Element parking spaces, if any, to individual Co-owners on an equitable basis as may be determined by the Board of Directors. Further, the Developer may, in its discretion, assign General Common Element parking spaces to individual Co-owners on an equitable basis as may be determined by the Developer at any time before the Transitional Control Date, which

assignment shall supersede any assignment by the Association to the extent there is a conflict.

(2) The Telecommunication Systems and the electrical, gas, water, sanitary sewer, and storm sewer networks or systems throughout the Condominium, including those contained within Unit walls up to the point of connection with outlets or fixtures in the Unit. Some or all of the Telecommunication Systems and utility lines, systems and mains described above 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. Developer intends to dedicate the sanitary sewer and water main systems to public use as soon as practicable after the recordation of this Master Deed, and Developer has reserved the right and power, but not the obligation, to dedicate the sanitary sewer and water main systems to the proper local public authorities in Article VII of this Master Deed. Accordingly, such Telecommunication Systems and utility lines, systems and mains shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any.

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

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

(5) The easement for use of the Community Areas and Facilities, as described and established in Article VII, subparagraph (c) of this Master Deed.

(6) Such other elements of the Condominium not herein designated as Limited Common Elements that are not located within the boundaries of a Unit.

(b) The Limited Common Elements are:

(1) Porches, patios, decks (if any), balconies, terraces, court yards, chimneys, garages (including garage floors), and air conditioner compressor pads designated on the Plan as Limited Common Elements are limited to the sole use of the Co-owners of the Units which such Limited Common Elements service; and

(2) The windows and doors contained within Unit perimeter walls, garage doors, fireplace combustion chambers, and the interior surfaces of all ceilings, floors and Unit perimeter walls, are Limited Common Elements limited to the sole use of the Co-owner of such Unit.

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

(1) The Association shall maintain, insure, decorate, repair and replace all General Common Elements. The cost of such maintenance, repair and replacement of all General Common Elements, other than the Community Areas and Facilities, will be and assessed to all Co-owners according to their Percentages of Value.

(2) The Limited Common Elements described in subparagraph (b)(2) above shall be the responsibility of the respective Co-owners having the use thereof.

(3) The Association is responsible for the maintenance, repair and replacement of the exterior of chimneys and all Limited Common Element driveways and garage floors. The cost of such maintenance, repair and replacement shall be assessed to all Co-owners according to their Percentages of Value.

(4) The costs of maintenance and decoration (but not repair or replacement) of the porches, patios, decks, court yards, balconies and terraces referenced in subparagraph (b)(1) above shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant. The responsibility for repair and replacement of each porch, patio, deck, court yard, balcony and terrace shall be borne by the Association.

(5) The Association is responsible, pursuant to the Cherry Hill Village Master Deed, for maintaining, repairing, insuring and replacing the Community Areas and Facilities, which include the roads, utilities, parks, and other general common elements of the Adjacent Condominium. The costs of such maintenance, repair, insurance and replacement of the Community Areas and Facilities shall be allocated to the Co-owners and the owners of units in the Adjacent Condominium as provided below in Article VII, subparagraph (c).

(6) Notwithstanding anything herein to the contrary, the Township may maintain, repair and replace any municipal water system up to the point of lateral connections at the edge of the vehicular access road for Unit service.

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

ARTICLE V

USE OF PREMISES

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

ARTICLE VICONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 14 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various Units should be equal.

ARTICLE VIIEASEMENTS, RESTRICTIONS AND AGREEMENTS

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

(a) Developer hereby reserves permanent nonexclusive easements for ingress and egress over the drives and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all Telecommunication Systems and all 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 any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors. These easements shall run with the land in perpetuity. Developer has no financial obligation to support such easements.

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

(c) The Community Areas and Facilities are subject to the permanent,

nonexclusive easements for use and agreement for maintenance described in this Article VII, subparagraph (c). In a Declaration of Easements and Agreement for Maintenance (the "Declaration") recorded with the Wayne County Register of Deeds, Developer declared, for the benefit of the Condominium and all Unit Co-owners, permanent, non-exclusive easements for ingress and egress over the roads and walks in the Adjacent Condominium and permanent easements for use of the Community Areas and Facilities. These easements run with the Condominium property and each Unit in perpetuity for the benefit of the Condominium and all Unit Co-owners. All expenses incurred by the Association for the maintenance, repair, insurance and replacement of the Community Areas and Facilities shall be assessed equally to all residential dwellings benefited by the Community Areas and Facilities, including all residential dwellings established within the Adjacent Condominium and this Condominium. All assessments imposed on Units in the Condominium pursuant to this Article VII, subparagraph (c) shall be deemed an expense for administration of this Condominium, which shall be assessed equally to each Co-owner in accordance with the percentage of value allocated to the Co-owner's Unit in Article VI of this Master Deed. Each Unit Owner's use of the Community Areas and Facilities is subject to the reasonable rules and regulations of the Association.

(d) 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, nonexclusive easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities and Telecommunication Systems in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines. There shall exist easements of support with respect to any Unit interior which supports a Common Element.

(e) The 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 Units within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. There shall exist for the benefit of the Co-owners, the Township, any emergency service agency, and other governmental units, an easement over all roads 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 Co-owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

(f) 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 on any Common Element, 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.

(g) All Work with respect to the exterior of the Condominium buildings shall be reviewed by the Developer, the Village Architect, and the Association in the manner provided in Article VI, Section 1 of the Bylaws.

(h) The Condominium is served by nonexclusive easements for sanitary sewers, water mains and other utilities as shown on the Plan. The final locations of the sanitary sewer and water main lines are subject to the approval of the Township.

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 Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and Mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). A Mortgagee shall have one vote for each mortgage held.

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

(1) To modify the 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 locate, relocate and/or reconfigure garages, porches, balconies, court yards including placement of such porches, balconies and/or court yards on adjacent Common Elements, subject only to the consent of the Co-owners having the use of such relocated and/or reconfigured decks patios, balconies and court yards as Limited Common Elements;

(7) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith;

(8) To expand the Condominium to include all or part of the Additional Land and to adjust Percentages of Value in connection therewith;

(9) To consolidate the Condominium with one or more other condominiums established on the Additional Land and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith;

(10) To make any other amendments expressly permitted by this Master Deed;

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

(12) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed and to depict thereon any porches, balconies, walks and other improvements, if any, not shown on the Plan attached hereto;

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

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

amendment that materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

ARTICLE IX

CONVERTIBLE AREAS

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

(b) The 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. Notwithstanding the conversion of the Convertible Areas, the maximum number of Units in the Condominium may not exceed 2000. The number of Units in the Condominium may decrease, but shall not increase, as a result of the conversion of the Convertible Areas.

(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 extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

(e) The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-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 the 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 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 Co-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.

(f) 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 the Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if the 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 redefinitions 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 ½ OF SECTION 18, T.2S., R.8E., CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN; SECTION 19, T.2S., R.8E., CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN; THE SOUTHWEST ¼ OF SECTION 17, T.2S., R.8E., CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN; AND THE WEST ½ OF SECTION 20, T.2S., R.8E., 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 1986, 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

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 Agreement for Cherry Hill Village Planned Development, 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, limit and define area, setback, building height, utility location 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 residential community rather than the development 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 General Common Element Storm Drainage Facilities, private lanes, conservation areas (including wetlands) and roadways shown on the Condominium Plan.

ARTICLE XII

ASSIGNMENT

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

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

WITNESS:

SIGNED BY:

Janie Chitkess

* **JANIE CHITKESS**
Matthew D. Klakulak

* **Matthew D. Klakulak**

CHERRY HILL INVESTORS LLC,
a Michigan limited liability company

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

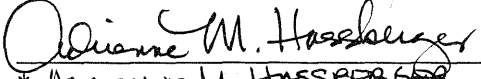
By: *[Signature]*

David J. Stollman, Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th 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

Notary Public, OAKLAND County, MI
My Commission Expires: 2-3-2002

ADRIENNE M. HASSBERGER
Notary Public, Oakland County, MI
My Commission Expires Feb. 3, 2002

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

DRAFTED BY AND WHEN RECORDED RETURN TO:

Kevin Kohls
Wasinger Kickham and Kohls
100 Beacon Centre
26862 Woodward Avenue
Royal Oak, Michigan 48067
(248) 414-9900

WK012142