

Section 1

Master Deed

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MASTER DEED

EMERALD POINTE NORTH CONDOMINIUM L125648PA019
(ACT 59, PUBLIC ACTS OF 1978)

This Master Deed is made and executed this 21st day of January, 1992, by J & E COMMUNITY HOMES, LTD., a Michigan Limited Partnership, hereinafter referred to as "Developer", whose office is situated at 280 N. Woodward, Suite 403, Birmingham, MI 48009 represented herein by its General Partner who is fully empowered and qualified to act on behalf of the partnership in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978) hereinafter referred to as the "Act".

W I T N E S S E T H :

WHEREAS, the Developer desires, by recording this Master Deed together with the Condominium By-Laws attached hereto as Exhibit "A" and together with 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 and to be located thereon and the appurtenances thereto as a condominium project under the provisions of the Act;

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

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This is to certify that there is no copy of this deed on file in the County of ...
created and recorded on or after FIVE YEARS previous to the date of this EXAMINATION
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EMERALD POINTE NORTH
MASTER DEED

EXAMINED AND APPROVED
DATE MAR 23 1992
BY D.P.L.
DANIEL P. LANE
PLAT ENGINEER

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JANUARY 1992
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ARTICLE I - TITLE AND NATURE

The Condominium Project shall be known as EMERALD POINTE NORTH CONDOMINIUM, Wayne County Subdivision Plan No. _____. The architectural plans for the project were approved by the City of Westland, Wayne County, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium including the number, boundaries, dimensions and area (in square feet) of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains an individual unit for residential purposes and each unit is capable of individual realization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II - LEGAL DESCRIPTION

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

That part of the northwest one-quarter of Section 6, Town 2 South, Range 9 East, City of Westland, Wayne County, Michigan, described as beginning at a point on the east and west one-quarter line of said Section 6, said point being distant due west 330 feet, recorded, (north 88 degrees 09 minutes 30 seconds west, 330 feet, measured), from the center one-quarter corner of said Section 6, thence from said point of beginning and proceeding due west along said line 907.50 feet, recorded, (north 88 degrees 09 minutes 30 seconds west, 907.50 feet, measured), thence due north 1,320.00 feet, thence due east 1,237.50 feet, recorded (south 88 degrees 09 minutes 30 seconds east, 1,237.50 feet, measured) to the north and south one-quarter line of said Section 6, thence due south along said line 1,056.00 feet, thence due west 330 feet, recorded, (north 88 degrees 09

minutes 30 seconds west, 330 feet, measured), thence due south 264.00 feet to the point of beginning containing 35.4817 acres.

Developer has provided a Conservation Easement to the Department of Natural Resources across a portion of the above-described land which is described as follows:

An easement for land conservation purposes over part of the northwest one-quarter of Section 6, T2S, R9E, City of Westland, Wayne County, Michigan, described as beginning at a point on the northerly right-of-way line of Koppernik Road (86' wide), said point being distant north 88 degrees 09 minutes 30 minutes, west 922.34 feet and north 01 degrees 50 minutes 30 seconds east, 43.00 feet from the center one-quarter corner of said Section 6, thence from said point of beginning north 53 degrees 47 minutes 30 seconds east, 41.15 feet; thence north 75 degrees 01 minutes 50 seconds east, 38.71 feet; thence north 63 degrees 17 minutes 11 seconds east, 68.96 feet; thence 46 degrees 16 minutes 43 seconds east, 31.69 feet; thence north 19 degrees 22 minutes 45 seconds east, 57.56 feet; thence north 15 degrees 15 minutes 18 seconds west, 9.12 feet; thence south 89 degrees 35 minutes 58 seconds west, 14.30 feet; thence south 56 degrees 05 minutes 18 seconds west, 14.34 feet; thence south 53 degrees 46 minutes 27 seconds west, 55.16 feet; thence south 69 degrees 59 minutes 15 seconds west, 33.31 feet; thence north 87 degrees 30 minutes 38 seconds west, 20.72 feet; thence north 42 degrees 40 minutes 05 seconds west, 15.64 feet; thence north 20 degrees 13 minutes 29 seconds east, 12.15 feet; thence north 43 degrees 06 minutes 22 seconds east, 62.05 feet; thence north 36 degrees 13 minutes 00 seconds east, 149.11 feet; thence north 56 degrees 00 minutes 50 seconds east, 32.20 feet; thence north 13 degrees 26 minutes 55 seconds west, 4.73 feet; thence south 77 degrees 24 minutes 24 seconds west, 28.90 feet; thence north 73 degrees 08 minutes 30 seconds west, 17.24 feet; thence north 49 degrees 32 minutes 16 seconds west, 8.94 feet; thence north 24 degrees 44 minutes 18 seconds west, 43.49 feet; thence north 40 degrees 32 minutes 40 seconds west, 21.84 feet; thence north 64 degrees 15 minutes 18 seconds west, 21.87 feet; thence south 08 degrees 49 minutes 24 seconds west, 95.84 feet; thence south 82 degrees 43 minutes 59 seconds west, 15.02 feet; thence

north 15 degrees 48 minutes 26 seconds west, 91.04 feet; thence south 78 degrees 37 minutes 07 seconds west, 15.71 feet; thence north 57 degrees 47 minutes 12 seconds west, 20.45 feet; thence north 27 degrees 15 minutes 04 seconds west, 37.35 feet; thence north 01 degrees 32 minutes 16 seconds west, 29.81 feet; thence north 09 degrees 56 minutes 46 seconds west, 21.42 feet; thence north 38 degrees 47 minutes 12 seconds west, 35.28 feet; thence north 30 degrees 42 minutes 28 seconds west, 19.19 feet; thence north 00 degrees 00 minutes 00 seconds east, 45.10 feet; thence north 13 degrees 24 minutes 16 seconds west, 22.00 feet; thence north 25 degrees 21 minutes 35 seconds west, 40.39 feet; thence north 31 degrees 45 minutes 34 seconds west, 49.40 feet; thence north 18 degrees 46 minutes 56 seconds west, 26.09 feet; thence north 13 degrees 04 minutes 10 seconds west, 34.49 feet; thence north 42 degrees 36 minutes 23 seconds west, 22.01 feet; thence north 76 degrees 07 minutes 21 seconds west, 17.51 feet; thence south 71 degrees 53 minutes 38 seconds west, 44.08 feet; thence south 62 degrees 29 minutes 24 seconds west, 108.46 feet; thence north 90 degrees 00 minutes 00 seconds west, 35.00 feet; thence due south, 656.98 feet to a point on said northerly right-of-way line of Koppernik Road, thence along said right-of-way line, south 88 degrees 09 minutes 30 seconds east, 315.16 feet to the point of beginning of said conservation easement and containing 5.5991 acres.

ARTICLE III - DEFINITIONS

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

A. The "Act" means the Michigan Condominium Act, being Act 59 of Public Acts of 1978.

B. "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage, and maintain the condominium. 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.

C. "Condominium By-Laws" means Exhibit "A" hereto being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.

D. "Association By-Laws" means the corporate by-laws of EMERALD POINTE NORTH CONDOMINIUM ASSOCIATION, the Michigan non-profit corporation organized to maintain, manage and administer the condominium.

E. "Consolidating Master Deed" means the final amended Master Deed for an expandable condominium project which final amended Master Deed fully describes the condominium project as completed.

F. "Condominium Unit" or "Unit" means the space constituting a single, complete residential unit in EMERALD POINTE NORTH CONDOMINIUM as such space may be described on Exhibit "B" hereto, regardless of whether such unit has been constructed and completed shall have the same meaning as the term "Condominium Unit" is defined in the Act.

G. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws, and the rules and regulations of the Association.

H. "Condominium Project", "Condominium", or "Project" means EMERALD POINTE NORTH CONDOMINIUM as a condominium project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Co-Owner" means a person, firm, corporation, partnership (including developer), association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner" wherever used shall be synonymous with the term "co-owners".

K. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to EMERALD POINTE NORTH CONDOMINIUM as described above.

L. "Common Elements" where used without modification shall mean both the general and limited common elements described in Article IV hereof.

M. "Developer" shall mean J & E COMMUNITY HOMES, LTD., a Michigan Limited Partnership, which has made and executed this Master Deed and its successors and assigns.

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

ARTICLE IV - COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

- A. The general common elements are:
1. The land and beneficial easements described in Article II hereof, including roads and parking spaces not designated as limited common elements.
 2. The electrical wiring network throughout the project, including that contained in unit walls up to the point of connection with electrical fixtures within any unit.
 3. The gas line network throughout the project, including that contained within unit walls up to the point of connection with gas fixtures within any unit.
 4. The telephone wiring network throughout the project.
 5. The plumbing network throughout the project, including that contained within unit walls up to the point of connection with plumbing fixtures within any unit.

6. The water distribution system, sanitary sewer system and storm drainage system, including pumping system, throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit and if applicable, the sump pump system.

7. Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and which are intended for the common use or necessary to the existence, upkeep, and safety of the project.

B. The limited common elements are:

1. Foundations, supporting columns, unit perimeter walls (including windows and doors therein), roofs, ceilings, floor construction between unit levels and chimneys of each individual unit are restricted in use to the co-owner of said unit.

2. Each porch in the project is restricted in use to the co-owner of the unit which opens onto such porch as shown on Exhibit "B" hereto. Likewise, each deck or patio area in the project is restricted in use to the co-owner of the unit which opens on to such deck or patio area as is also shown on Exhibit "B" hereto.

3. Each individual furnace, air conditioner and air conditioner compressor in the project is restricted in use to the co-owner of the unit which said furnace and/or air conditioner and compressor services.

4. The interior surfaces of unit perimeter walls (including doors and windows therein), ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.

5. The apron or drive leading to each garage is restricted in use to the co-owner of the unit to which such garage appertains.

C. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:

1. The cost of maintenance, repair and replacement of the furnace, air conditioning unit and air conditioning compressor shall be borne by the co-owner of the unit to which such limited common element appertains.

2. The cost of decoration and maintenance, but not repair or replacement, except in cases of co-owner's fault, of unit perimeter walls (including windows and doors therein), ceilings and floors shall be borne by the co-owner of each unit to which such limited common element is appurtenant, and the cost of repair and replacement of interior and exterior windows in unit perimeter walls of a unit shall be borne by the co-owner of such unit.

3. The cost of maintenance, decoration, repair and replacement of each porch and/or each deck or patio area in the project shall be borne by the co-owner of the unit to which such limited common element appertains.

4. The cost of maintenance of the driveways, walkways, and lawns in the Project shall be borne by the co-owner of the unit to which such limited common element appertains.

5. The cost of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

6. No co-owner shall use their unit or the common elements in any manner inconsistent with the purpose of the project or in any manner which will interfere with or impair the rights of any co-owner in the use and enjoyment of their unit or the common elements.

ARTICLE V - UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. A description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan as surveyed by Tri-County Engineering, Inc., 17800 Northland Park Court, Suite 2, Southfield, MI 48075, and attached hereto as Exhibit "B". Each unit shall consist of the land located within Unit boundaries as shown on Exhibit "B" hereto, together with all appurtenances thereto. Detailed architectural plans for the Condominium Project will be placed on file with the City of Westland.

B. The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value is concerned. The total value of the Project is precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and

expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI - EASEMENT FOR MAINTENANCE OF ENCROACHMENTS

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 deviation, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, building, improvements, and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the condominium. There shall exist easements of support with respect to any unit interior wall which supports a common element.

ARTICLE VII - EXPANSION OF CONDOMINIUM

The condominium project established pursuant to the initial Master Deed of EMERALD POINTE NORTH CONDOMINIUM and consisting of one hundred thirty (130) units is intended to be the first stage of a multi-stage project containing in its entirety approximately two hundred seventy (270) units.

Developer has the option to purchase certain additional land described as follows:

Those premises situated in the City of Westland, County of Wayne, State of Michigan, and legally described as:

Part of the Northwest one quarter of Section 6, Town 2 North, Range 9 East, described as: Forty-one and 1/2 acres, more or less, of land of part of Northwest quarter of Section 6, better described as the West 64 acres of Northwest quarter of Section 6, except the North part thereof measuring 926.14 feet on the East line and 919.33 feet on the West line of said Parcel 22-1/2 acres, more or less, except the West 43 feet thereof deeded to the Board of County Road Commissioner of the County of Wayne, also except the South 43 feet thereof deeded to the City of Westland.

(Hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding the number of units in the project may, at the sole discretion of the Developer, or its successors or assigns, from time to time within a period ending no later than December 1, 1996, be increased by the addition

to this condominium of any portion of the future development and the construction of residential units thereon. The nature and appearance of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment. Such increase in size of this condominium project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer, or its successors and in which the percentages of value set forth in Article VII hereof shall be proportionately readjusted in order to preserve a total value of one hundred (100) for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing, equal relationship among the percentages of value assigned to all units. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the additional section or sections being added to the project by such amendment. All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. Such amendment or 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 appurtenant portions of this Master Deed and the exhibits hereto provided, however, that a consolidating Master Deed when recorded shall supercede all previously recorded Master Deeds and/or amendments. Nothing herein contained, however, shall in any manner obligate Developer to enlarge the condominium project beyond any section established by this Master Deed. Developer intends that units added to future development shall be architecturally compatible with those units erected on the site established by this Master Deed, and that any added units will result in approximately the same density per acre as the site established by this Master Deed. Of the total amount of land anticipated for future development, none of the land nor any of the total square footage may be used for condominium units not restricted exclusively to residential use.

Furthermore, there are no restrictions as to the order in which portions of the additional land described above may be added. The location of any improvements made on any portions of the additional land described above added to the condominium project are not restricted. A maximum number of one hundred forty (140) condominium units is anticipated for the land that Developer has

an option to obtain. Developer reserves the right to create limited common elements within any portion of the original condominium project or additional land added to the condominium project and to designate common elements which may subsequently be assigned as limited common elements.

The future development will be expanded by a series of successive amendments to the Master Deed each adding additional land to the condominium project as then constituted, all of which amendments shall ultimately be consolidated by the recording of a consolidating Master Deed. Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways and walkways in the condominium project for the purpose of ingress and egress to and from all or any portion of the parcel described in this Article, or in Article II, or any portion or portions thereof and any other land contiguous to the condominium premises which may be now owned or hereafter acquired by Developer or its successors. Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article II and in this Article, or any portion or portions thereof, and any other land contiguous to the condominium premises which may now be owned or hereafter acquired by Developer, perpetual easements to utilize, tap and tie into all utility mains located on the condominium premises.

ARTICLE VII - AMENDMENTS

This Master Deed, including Exhibits "A" and "B", may be amended as hereinafter set forth.

A. The Developer may amend this Master Deed in accordance with Article VII above.

B. Prior to the date of the first annual meeting of members of the Association, the Developer may, without the consent of any other person, amend this Master Deed and the plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the project, including but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the federal government or the State of Michigan.

C. Until such time as all units have been sold by Developer, Developer retains the authority to amend without consent of any other co-owner or mortgagee the Master Deed and the plans attached as Exhibit "B" in order to change the dimensions of any unit or the location of any unit within the project provided such changes do not materially affect any rights of any co-owner or mortgagee in the project.

D. This Master Deed, including Exhibits "A" and "B", may be amended with the consent of two-thirds percent of the co-owners and of the unit mortgagees (allocating one vote for each mortgage held).

E. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of nine-five (95%) percent of all of the co-owners and all mortgagees (allocating one vote for each mortgage held).

J & E COMMUNITY HOMES, LTD., a
Michigan Limited Partnership,

By: Joseph M. Jacobson
Joseph M. Jacobson
Its: General Partner

Witnesses:

Peter Beer
* Peter Beer
Jeanenne Nichols
* Jeanenne Nichols

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 21st day of January, 1992, the foregoing Master Deed was acknowledged before me by J & E COMMUNITY HOMES, LTD., acting through Joseph M. Jacobson, its General Partner, with the authority of said limited partnership and on behalf of said limited partnership.

DRAFTED BY AND WHEN
RECORDED RETURN TO:
Martin H. Neumann (P32465)
NEUMANN, CANJAR & GANI
6810 S. Cedar, Suite 16
Lansing, MI 48911
(517) 694-3300

Jeanenne Nichols
Jeanenne Nichols/Notary Public
Oakland County, Michigan
My commission expires: _____

JEANENNE NICHOLS
NOTARY PUBLIC STATE OF MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXP. APR. 10, 1993

EMERALD POINTE NORTH
MASTER DEED

JANUARY 1992