

MAR 17 2005

WAYNE CO. DEED
RECORD # 827726

Li-42247 Pa-81
205103624 3/17/2005
Bernard J. Youngblood
Wayne Co. Register of Deeds

RECORDED

BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

75.00 REDEMPTION FEE

MDC 204

LONDON TOWNHOUSES CONDOMINIUM

MASTER DEED

This Master Deed is made and executed on this 16th day of March, 2005, by London Townhouses Cooperative, Inc., a Michigan corporation, hereinafter referred to as "Developer", whose address is 8090 Whitehall Rd., Westland, Michigan 48185, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

... certify that there are no tax bills in lieu
on this property and that taxes are paid for FIVE YEARS
previous to date of this instrument EXCEPT
No. 6366 R. 2004 Date 3/17/05
WAYNE COUNTY TREASURER Clerk Nelson
not examined 2004

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish London Townhouses Condominium as a Condominium under the Act and does declare that London Townhouses 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 matter utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I

TITLE AND NATURE

EXAMINED AND APPROVED
DATE 03/16/2005
BY alm
NORMAN C. DUPIUE
PLAT ENGINEER

The Condominium shall be known as London Townhouses Condominium, Wayne County Condominium Subdivision Plan No. 833. The architectural plans and specifications for each Unit constructed to be constructed in the Condominium have been or will be filed with the City of Westland, Wayne County, Michigan. The Condominium is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, volume and area of each

1 MDC. 204. 6R. 66P. @ mml

Unit therein, and the approximate location of Units not yet constructed, and the designation of Common Elements as General Common Elements or Limited Common Elements are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto and/or in Article IV of this Master Deed. Each building contains individual Units created for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II

LEGAL DESCRIPTION

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

PART OF THE N.W. ¼ OF SEC. 1, T.2S., R.9E., CITY OF WESTLAND, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE CENTERLINE OF ANN ARBOR TRAIL 120 FEET WIDE, DISTANT NORTH 86 DEGREES 49 MINUTES 40 SECONDS EAST 60.01 FEET AND NORTH 02 DEGREES 09 MINUTES 20 SECONDS WEST 60.01 FEET, AND NORTH 86 DEGREES 49 MINUTES 40 SECONDS EAST 480.85 FEET ALONG THE NORTHERLY LINE OF SAID ANN ARBOR TRAIL, AND NORTH 64 DEGREES 20 MINUTES 40 SECONDS EAST 89.32 FEET, ALONG THE NORTHERLY LINE OF SAID ANN ARBOR TRAIL, FROM THE WEST ¼ CORNER OF SAID SEC. 1, AND PROCEEDING THENCE NORTH 02 DEGREES 09 MINUTES 20 SECONDS WEST 503.35 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST 562.50 FEET; THENCE NORTH 02 DEGREES 09 MINUTES 20 SECONDS WEST 69.28 FEET, ALONG THE EASTERLY LINE OF MIDDLEBELT ROAD (120 FEET WIDE); THENCE NORTH 88 DEGREES 03 MINUTES 00 SECONDS EAST 90.00 FEET; THENCE SOUTH 02 DEGREES 09 MINUTES 20 SECONDS EAST 20.00 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 00 SECONDS EAST 80.00 FEET; THENCE NORTH 02 DEGREES 09 MINUTES 20 SECONDS WEST 106.50 FEET; THENCE NORTH 29 DEGREES 11 MINUTES 20 SECONDS WEST 110.01 FEET; THENCE NORTH 02 DEGREES 09 MINUTES 20 SECONDS WEST 98.19 FEET ALONG EASTERLY LINE OF E.G. SETTLE REALTY CO'S. BONAPARTE GARDENS NO. 1 SUBDIVISION RECORDED IN LIBER 55 PAGE 79, WAYNE COUNTY RECORDS; THENCE NORTH 88 DEGREES 03 MINUTES 00 SECONDS EAST 180.00 FEET, ALONG THE SOUTH LINE OF MERRITT AVENUE 60 FEET WIDE; THENCE NORTH 02 DEGREES 09 MINUTES 20 SECONDS WEST 30.00 FEET; NORTH 88 DEGREES 03 MINUTES 00 SECONDS EAST 951.19 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 30 SECONDS EAST 139.65 FEET; THENCE SOUTH 02 DEGREES 07 MINUTES 05 SECONDS EAST 444.00 FEET; THENCE SOUTH 64 DEGREES 20 MINUTES 40 SECONDS WEST 749.59 FEET ALONG THE NORTHERLY LINE OF SAID ANN ARBOR TRAIL, TO THE POINT OF BEGINNING. CONTAINING 15.35 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 limitation, the Articles of Incorporation and rules and regulations of London Townhouses Condominium Association, a Michigan

Nonprofit Corporation and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in London Townhouses Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined follows:

Section 1. Act. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Association. "Association" means London Townhouses Condominium Association, which is the nonprofit 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.

Section 4. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of London Townhouses Condominium Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 5. Bylaws. "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 6. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 7. Condominium Documents. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association as all of the same may be amended from time to time.

Section 8. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, and the buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging to London Townhouses Condominium as described above.

Section 9. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means London Townhouses Condominium as a Condominium established in conformity with the provisions of the Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 11. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale together with any applicable warranty period in regard to such Units.

L1-4241
MO-84

Section 12. Co-owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner"; wherever used, shall be synonymous with the term "Co-owner".

Section 13. Developer. "Developer" means London Townhouses Cooperative, Inc., a Michigan Corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 14. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held: (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 15. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in London Townhouses Condominium as such space may be described in Exhibit "B" hereto and in Article V, Section 1 below, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Other terms which may be utilized in the Condominium Documents and which are not defined hereinabove shall have the meanings as provided in the Act.

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

ARTICLE IV

COMMON ELEMENTS

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

Section 1. General Common Elements. The General Common Elements are:

- (a) Land. The land described in Article II hereof, including the streets and other common areas (subject to the rights of the public, if any, over any portions of rights-of-way).
- (b) Electrical. The electrical transmission system throughout the Condominium, including that contained within Unit walls, up to and including the meter but not including, electrical fixtures, plugs and switches within any Unit.
- (c) Telephone. The telephone system throughout the Condominium up to the point of entry to each Unit.

- (d) Gas. The gas distribution system throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit. If individual meters are ever installed they shall be general common elements.
- (e) Water. The water distribution system throughout the Condominium, including that contained within Unit walls, up to the point of connection with the meter for each individual Unit.
- (f) Sanitary Sewer. The sanitary sewer system throughout the Condominium, including that contained within Unit walls, up to but not including the cleanout within each Unit and sanitary stacks and bath exhaust ducts.
- (g) Telecommunications. The telecommunications system throughout the Condominium, up to, but not including connections (jacks) to provide service to individual Units.
- (h) Underground Lawn Irrigation System. If ever constructed, the underground lawn irrigation system throughout the Condominium including the sprinkler system control clocks for which the electricity therefor is attached to the electrical meters of certain Units throughout the Condominium.
- (i) Storm Sewer. The storm sewer system throughout the Project as depicted on Exhibit "B" hereto.
- (j) Foundations and Structural Components. Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, ceilings and floor construction between Unit levels.
- (k) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment, the cable television system, and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the particular service. Accordingly, such utility lines, systems and equipment, and the cable television and telecommunications systems, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (a) Patios & Porches. Each individual porch and patio in the Condominium is restricted in use to the Co-owner of the Unit which opens onto such porch or patio as depicted on Exhibit "B" hereto.
- (b) Air Conditioner Compressors and Pads. Each air conditioner compressor and all lines and components including the pad located outside each Unit shall be limited in use to the Co-owner of the Unit which such equipment services.

- (c) Unit Windows and Doors. Unit windows and doors shall be limited in use to the Co-owners of Units which they service.
- (d) Interior Surfaces; Dryer Vents. The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit as well as dryer vents and ducts.
- (e) Unit Planting Areas. The soil within a strip thirty six (36) inches wide immediately outside each perimeter wall shall be subject to the exclusive use of the Co-owner of the unit for use as a private planting area for flowers and shrubs.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

- (a) Patios & Porches. The cost of maintenance, decoration, repair and replacement, of each patio described in Article IV, Section 2(a) above shall be borne by the Co-owner of the Unit which opens onto such patio; provided, however, that the Association shall be responsible for mowing any unenclosed and unobstructed patio area which consists mainly of lawn. The Association shall establish standard specifications for permissible materials and colors of all patio components and no Co-owner shall be permitted to deviate from such standards. The Association shall be responsible for maintenance, repair and replacement of all porches but only in accordance with its standard specifications and policies.
- (b) Electricity for Sprinkler System Control Clocks and Sump Pumps Connected to Certain Units. The Co-owner of the Unit in which the electrical connection for the meter of any sprinkler control clock for the underground lawn irrigation system is located shall grant the Association access necessary to inspect same and to perform its responsibilities of maintenance, repair and replacement thereon, as provided in the Bylaws attached hereto as Exhibit "A". The Co-owners of the Units which house the meter for the sprinkler system control clock connected to their electric meter will not receive any special reimbursement or consideration therefor.
- (c) Air Conditioner Compressors and Pads. The costs of maintenance, repair and replacement of each air conditioner compressor and all lines and components including the pad referenced in Article IV, Section 2(b) hereinabove shall be borne by the Co-owner of the Unit to which such air conditioner compressor is appurtenant.
- (d) Unit Windows and Doors. The costs of maintenance, repair and replacement of all Unit windows and doors referenced in Article IV, Section 2(c) hereinabove shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant. The style and color of each door, storm door, window and storm window described herein and the color of paint which may be applied thereon shall be subject to the prior express written approval of the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 3 of the Bylaws (Exhibit "A" hereto).

- (e) Interior Surfaces; Dryer Vents. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referenced in Article IV, Section 2(d) hereinabove shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant. Notwithstanding anything herein to the contrary, the costs of repair and replacement of any drywall damaged from the inside of the Unit shall be borne by the Co-owner of the Unit. Each Co-owner shall be responsible for periodic cleaning, maintenance, repair and replacement of the dryer vents and ducts serving their Unit.
- (f) Other Common Elements. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.
- (g) Public Utilities. Public utilities furnishing services such as electricity, telephone, sewer, water and cable television to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the quiet, peaceful use and enjoyment of his/her Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. The Condominium consists of 277 Units numbered 1 through 277, inclusive. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of London Townhouses Condominium as surveyed by Basney & Smith Engineers, Inc., and which Plan is attached hereto as Exhibit "B". Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, (2) with respect to the upper floors of such Unit, all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor (including finished unpainted walls and ceilings and finished floors of the garages), and (3) with respect to the attic areas, all that space contained within the wood trusses, all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. Notwithstanding anything hereinabove to the contrary, although within the boundaries of a Unit for purposes of computation of square footage in the Condominium Subdivision Plan, the Co-owner of a Unit shall not own or tamper with any structural components contributing to the support of the building in which such Unit is located, including but not limited to support columns, nor any pipes, wires, conduits, ducts, flues shafts or public utility lines situated within such Unit which service the Common Elements or a Unit or Units in addition to the Unit where located. Easements for the existence, maintenance and repair of all such structural components shall exist for the benefit of the Association.

Section 2. Percentages of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is one hundred percent (100%).

Section 3. Modification of Units and Common Elements by Developer. The size, location, nature, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B", as same may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the privacy or other significant attribute or amenity of any Unit which adjoins or is close to the modified Unit or Limited Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns 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.

Section 4. Relocation of Boundaries of Adjoining Units by Co-owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of these Units. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendment shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units 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 of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment 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. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs for the preparation and recording thereof which may be assessed to and collected from the responsible Co-owner(s) in the manner provided in Article II of the Bylaws attached hereto as Exhibit "A".

ARTICLE VI

OPERATIVE PROVISIONS

Any conversion in the Project pursuant to Articles VI above shall be governed by the provisions as set forth below:

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such conversion 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 assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustment in the 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 method of original determination of percentages of value for the Condominium.

Section 2. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being converted in London Townhouses Condominium by such amendment pursuant to Articles VI above. In connection with any such amendment(s), 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 said Article.

Section 3. Consolidating Master Deed. A Consolidating Master Deed, if required by law, shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. Consent of Interested Persons. All of the Co-owners and mortgagees of Units 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 to this Master Deed to effectuate the purposes of Articles VI above and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns 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 the entire Master Deed or the Exhibits hereto and may incorporate by reference the entire Master Deed or the Exhibits hereto and any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Reservation of Right to Dedicate Public Right-of-Way Over Roadways or to Transfer Title. The Developer reserves the right at any time during the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the streets in London Townhouses Condominium shown General Common Elements in the Condominium Subdivision Plan or to transfer title of the streets to the local public authority. Any such right-of-way dedication or transfer of title may be made by the Developer or the Association, as the case may be, without the consent of any Co-owner, mortgagee or other person and shall

be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units 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 right-of-way dedication or transfer of title. This right of dedication and transfer of title in no way whatsoever obligates the Developer to construct or install the streets in a manner suitable for acceptance of such dedication or title transfer by the appropriate municipal authority.

Section 3. Reservation of Right to Transfer Title or Grant Easements for Utilities. The Developer reserves the right at any time during the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer or the Association, as the case may be, without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Wayne County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 4. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary, convenient or desirable for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 5. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association, and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep 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. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water-shut off valves, sprinkler meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. Neither the Developer nor the Association shall be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws (Exhibit "A" hereto) and the Act.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any

contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Existing Easements of Record. The Condominium is subject to the following easements of record:

(a) Ingress-Egress & Parking. Easement recorded January 10, 1964 in Liber 15243 Page 469, Wayne County Records.

(b) Private Easement for Public Utilities. Easement and Declaration recorded June 12, 1963 in Liber 15054 Pages 530 through 539, inclusive, Wayne County Records.

(c) Declaration and Easement for Right of Way. Declaration and Easement for Right of Way recorded January 31, 1963 in Liber 14961 Page 497 through 499, inclusive, Wayne County Records.

(d) Joint Right of Way. Joint Right of Way Grant recorded January 4, 1963 in Liber 14942 Page 746 through 749, inclusive, Wayne County Records.

(e) Drainage Easement. Warranty Deed reservation recorded October 17, 1962 in Liber 14882 Page 574, Wayne County Records.

(f) Drainage Easement. Warranty Deed reservation recorded October 17, 1962 in Liber 14882 Page 576 through 577, inclusive, Wayne County Records.

ARTICLE VIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66-2/3 %) of all of the Co-owners except as hereinafter set forth.

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner or mortgagee of any Unit to which the same are appurtenant.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change rights of mortgagees as per the Condominium Act, then such amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of all mortgagees of record, allowing one (1) vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the Construction and Sales Period described in Article III, Section 11 above, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owners or mortgagees in the Condominium, 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 and/or any other agency of the Federal government, of the State of Michigan or municipality.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 7(c) of the Bylaws and except as provided in Article V and Article VI hereof.

Section 5. Termination, Vacation, Revocation and Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (during the Construction and Sales Period) together with eighty percent (80%) of the non-Developer Co-owners and as otherwise allowed by law.

Section 6. Developer Approval. During the Construction and Sales Period this Master Deed shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the prior written consent of the Developer. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the Bylaws attached hereto as Exhibit "A", nor the Subdivision Plan attached hereto as Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer together with the requisite number of affirmative votes. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefited thereby.

ARTICLE IX
ASSIGNMENT

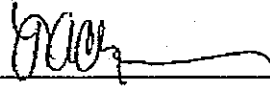
Any and all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the Developer to any other entity or to the Association. Any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

London Townhouses Cooperative, Inc.
a Michigan Corporation

By: William Abram
William Abram, its President

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 16th day of March, 2005, the foregoing Master Deed was acknowledged before me by William Abram, the President of London Townhouses Cooperative, a Michigan corporation.



Tracy N. Danner, Notary Public
Wayne County, Michigan
My Commission expires: 07-07-2007
Acting in Wayne County

Drafted by and when recorded
Return to:
D. Douglas Alexander (P29010)
Alexander, Zelianski & Lee, PLLC
44670 Ann Arbor Rd., Ste. 170
Plymouth, MI 48170

L I M E S T A C K P A S S