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RUTH JOHNSON, CLERK/REGISTER OF DEEDS

This Amended and Restated Master Deed is made and executed on this 26<sup>th</sup> day of May, 2005, by The Manor Homes at Aldingbrooke Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose registered office is located at 41486 Wilcox, Plymouth, MI 48170, represented herein by Morris Moore, the President of The Manor Homes at Aldingbrooke Condominium Association, who is fully empowered and qualified to act on behalf of the Association, 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."

**NOW THEREFORE**, the Association does, upon the recording hereof, reaffirm the establishment of The Manor Homes at Aldingbrooke as a Condominium under the Condominium Act and does declare that The Manor Homes at Aldingbrooke (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden

and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

## **ARTICLE I**

### **TITLE AND NATURE**

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as The Manor Homes at Aldingbrooke, Oakland Condominium Subdivision Plan No. 395. The Condominium Project is established in accordance with the Act.

Section 2. Condominium Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth completely in the Condominium Subdivision Plan applicable to this Amended and Restated Master Deed as Exhibit "B". Each Unit is capable of individual utilization on account of having its own access 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 the other Co-owners the Common Elements of the Condominium Project as are designated by the Amended and Restated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in The Manor Homes at Aldingbrooke Condominium Association as set forth herein, in the Restated Condominium Bylaws and Articles of Incorporation of such Association.

## **ARTICLE II**

### **LEGAL DESCRIPTION**

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

The MANOR HOMES AT ALDINGBROOKE CONDOMINIUM project site is situated in West Bloomfield Township, Oakland County, Michigan described as:

Beginning at the E.  $\frac{1}{4}$  corner of Section 29, T. 2 N., R. 9 E. and proceeding thence along the E. Line of said Section 29, S.  $2^{\circ} 01' 33''$  E., 500.00 feet; thence N.  $75^{\circ} 35' 26''$  W., 2901.16 feet; thence N.  $24^{\circ} 44' 22''$  W., 305.76 feet; thence on a curve to the left, radius 920.00 feet, central angle  $23^{\circ} 40' 00''$  (the chord of said curve bears N.  $65^{\circ} 37' 20''$  E., 377.32 feet) a distance of 380.02 feet; thence on a curve to the right, radius 475.00 feet, central angle  $39^{\circ} 28' 40''$  (the chord of said curve bears N.  $73^{\circ} 31' 40''$  E., 320.85 feet), a distance of 327.28 feet and on a curve to the right, radius 235.00 feet, central angle  $72^{\circ} 37' 00''$  (the chord of said curve bears  $50^{\circ} 25' 30''$  E., 278.30 feet), a distance of 297.84 feet and on a curve to the left, radius 330.00 feet, central angle  $54^{\circ} 47' 00''$  (the chord of said curve bears S.  $41^{\circ} 30' 30''$  E., 303.65 feet) a distance of 315.53 feet; thence S.  $68^{\circ} 54'$

00" E., 120.00 feet; thence on a curve to the left, radius 420.00 feet, central angle 32° 55' 00" (the chord of said curve bears S. 85° 21' 30" E., 237.99 feet) a distance of 241.29 feet; thence on a curve to the right, radius 400.00 feet, central angle 35° 22' 34" (the chord of said curve bears S. 84° 07' 43" E., 243.07 feet), a distance of 246.97 feet; thence S. 66° 26' 26" E., 286.17 feet; thence S. 82° 00' 00" E., 375.00 feet; thence on a curve to the left, radius 420.00 feet, central angle 37° 02' 06" (the chord of said curve bears N. 79° 28' 57" E., 266.78 feet) a distance of 271.48 feet; thence N. 60° 57' 54" E., 124.80 feet; thence N. 88° 00' 04" E., 190.00 feet to a point on the W. line of Drake Road as said line presently exists 60.00 feet West of and parallel to the E. line of said Section 29; thence along the W. line of Drake Road S. 1° 59' 56" E., 206.57 feet to a point on the E. and W. ¼ line of said Section 29; thence along said line N. 87° 39' 04" E., 60.00 feet to the point of beginning, containing 30.6392 acres, said parcel being subject to the rights of the public in Drake Road and being subject to easements of record.

### **ARTICLE III**

#### **DEFINITIONS**

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits "A" and "B", 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 The Manor Homes at Aldingbrooke Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Manor Homes at Aldingbrooke, 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" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

B. "Association" or "Association of Co-owners" means The Manor Homes at Aldingbrooke Condominium Association, a non-profit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. 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. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Restated Condominium Bylaws of The Manor Homes at Aldingbrooke Condominium Association, pertaining to operation of the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

- D. "Unit or "Condominium Unit" each mean a single complete Unit in The Manor Homes at Aldingbrooke, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.
- E. "Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.
- F. "Condominium Documents", wherever used, means and includes this Amended and Restated Master Deed and Exhibit "A" hereof and The Condominium Subdivision Plan, together with the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association.
- G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Condominium as described above.
- H. "Condominium Project", "Condominium" or "Project" means The Manor Homes at Aldingbrooke as a Condominium Project established in conformity with the provisions of the Act.
- I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as subsequently amended, (which is hereby incorporated by reference and made a part hereof as Exhibit "B").
- J. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "Co-owner". The Developer is an owner as long as it owns one or more Units. Both Land Contract vendees and vendors shall be considered Co-owners, and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents of The Manor Homes at Aldingbrooke and the Act.
- K. "Developer" shall refer to Beztak Construction Company, a Michigan Corporation, who made and executed the original Master Deed, and its successors and assigns.
- L. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Condominium Units.
- M. "Amended and Restated Master Deed" means this document which when recorded shall reaffirm the establishment of the Condominium, and to which the Restated Condominium Bylaws and the original Condominium Subdivision Plan are attached or made applicable as exhibits.
- N. "Percentage of value" means the percentage assigned to each Condominium Unit in Article VI hereof. 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. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.

O. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

P. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

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

## ARTICLE IV

### COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium described below and in the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements. The General Common Elements are:

- (1) Land. The land described in Article II hereof, including driveways, sidewalks and roads which are not designated as Limited Common Elements or as Units;
- (2) Electrical. The electrical wiring network, electrical fixtures, equipment and lights throughout the Condominium Project, up to the point of connection with the individual electrical meter for each Unit;
- (3) Gas. The gas line network throughout the Project, up to the point of connection with the individual gas meters on any Unit;
- (4) Water Distribution. The water distribution system throughout the Condominium Project, up to the point of connection with the individual water meter for each Unit;
- (5) Telephone. The telephone wiring network throughout the Condominium Project, up to the point of entry into each Unit;
- (6) Storm Sewer. The storm drainage system throughout the Project;
- (7) Sanitary Sewer. The sanitary sewer and waste water disposal system throughout the Condominium Project, up to the point of entry into each Unit;
- (8) Cable TV. The cable television network, if any, throughout the Condominium Project, up to the point of entry into each Unit;

(9) Irrigation. The outdoor water sprinkling system throughout the Condominium Project, including wells, if any, water lines, valves, sprinkler heads, timers, pumps and electrical equipment.

(10) Other. All other elements and improvements contained within or appurtenant to the Condominium Project which are not herein designated as general or limited Common Elements and which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) Porches, Balconies, Patios, Courtyards and Decks. The porch, patio, deck, courtyard and/or the balcony (if any) adjoining each Unit is a Limited Common Element subject to the exclusive use and enjoyment of the Owner of the Unit to which such porch, patio, deck, courtyard or balcony is appurtenant.

(2) Residential Structure. The entire residential structure, its roof, walls and foundation, both interior and exterior, the doors, chimney, fireplace, garage structure and all fixtures and attachments to the residential structure and garage, and the interior walls, ceilings and floors contained therein shall be Limited Common Elements subject to the exclusive use and enjoyment of the Owner of the Unit to which such Limited Common Elements are appurtenant.

(3) Driveways. The driveways, extending from the garage door to a line parallel with the street side of the curb on the street to which the driveway connects, as shown on Exhibit "B" attached hereto, are Limited Common Elements subject to the exclusive use and enjoyment of the Owner(s) of the Unit to which such driveways are appurtenant.

(4) Front Walkways. All front walkways, extending from the front door of each Unit to the point of connection with another General or Limited Common Element are Limited Common Elements subject to the exclusive use and enjoyment of the Owner of the Unit to which such walkways are appurtenant.

(5) Meters and Utility Systems. All individual water meters, electrical meters, gas meters, and the electrical, water and gas distribution systems from the point of connection with the meters, and the telephone, television cable, and sanitary sewer and waste water systems after the point of entry into each Unit are Limited Common

Elements subject to the exclusive use of the Co-owner of the Unit to which such Limited Common Elements are appurtenant.

(6) Air Conditioning. The individual air conditioning compressors and fixtures shall be Limited Common Elements subject to the exclusive use and enjoyment of the Owner of the Unit to which such air conditioning compressor and fixtures are appurtenant.

(7) Other. Such other elements of the Project, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Project, shall be Limited Common Elements.

C. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Restated Condominium Bylaws (Exhibit "A" to this Amended and Restated Master Deed), the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Co-owner Responsibilities:

(a) Unit, Limited Common Elements. The primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Project, and the Limited Common Elements assigned or appurtenant thereto shall be borne by the Co-owner of the Unit, except as hereinafter described. In instances where a Limited Common Element services more than one Unit, all Units in the Building shall contribute equally to the costs incurred for maintenance, decoration, repair and replacement of such elements.

(I) Limited Common Elements for which the Association is Responsible. The Association shall be responsible for the costs of maintenance repair and replacement, except in cases of Co-owner fault, of the Limited Common Elements described in Paragraphs B.(3), and (4), above, the porches described in Paragraph B(1), above, the exterior walls (not including windows, doors, garage doors and doorwalls), foundations, garage mounted site lights and roofs of the residential structures described in Paragraph B(2), above, and the exterior painting of doors and window frames.

(II) Additional Responsibilities of Co-owners. In addition to the Co-owner's responsibility under this Article IV, Section 1C.(1)(a), each Co-owner shall be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

- (i) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace, air conditioner, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, range, oven, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, and individual hot water heaters;
- (ii) The plumbing, gas and electrical wiring, piping and fixtures within or attached to a Unit, including outlets, switches, breakers and boxes, shut-off valves, rings and washers;
- (iii) All cabinets; counter; interior doors; closet doors; sinks; tile, either floor or wall; and related hardware;
- (iv) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim, regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair or replacement responsibilities as to a General Common Element;
- (v) Any individual Unit drain lines located within the Unit;
- (vi) All Unit doors and locks, including storms and screens, provided however that the Association shall be responsible for their exterior painting and caulking;
- (vii) All windows, screens and doorwalls, provided however that the Association shall be responsible for their exterior painting and caulking.
- (viii) All interior drywall repair, maintenance and painting, regardless of cause giving rise to need for repair or maintenance.
- (ix) Sump pumps and related equipment.
- (x) Landscaping within courtyards.
- (xi) Fire alarm system and carbon monoxide detectors.
- (xii) Awnings.
- (xiii) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.



(b) Utility Charges. All costs of electricity, telephone, gas and any other utility services, except water, shall be borne by the Co-owner of the Unit to which such services are furnished.

(c) Co-owner Additions, Modifications. Co-Owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.

(d) Sump Pumps. A Co-owner whose Unit contains a sump pump shall not restrict the Association or its contractors from entering into the Unit to maintain, repair or replace such equipment, if necessitated by a co-owner failure to do so. Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association so as to avoid preventing reasonable accessibility to such equipment. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment.

(e) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Restated Condominium Bylaws.

(f) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, material and appearance.

(2) Association Responsibilities:

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements, and those responsibilities for Limited Common Elements specified in Subparagraph C.(1)(a)(I), above, shall be borne by the Association, subject to any provisions of this Article and the Restated Condominium Bylaws expressly to the contrary.

(b) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

- (3) Unusual Expenses. Any other unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

## **ARTICLE V**

### **USE OF PREMISES**

No Co-owner shall use his or her 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 use and enjoyment of his or her Unit or the Common Elements.

## **ARTICLE VI**

### **CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

A. Condominium Unit Description. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Manor Homes at Aldingbrooke Condominiums as prepared by Warner, Cantrell & Padmos, professional engineers, and made applicable hereto as Exhibit "B". Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" applicable hereto and delineated with heavy outlines. Building elevations are shown in detail in architectural plans and specifications on file with the Township of West Bloomfield.

B. Calculation of Percentage of Value. The percentage of value assigned to each Unit shall be determinative of such Co-owner's respective share of the Common Elements of the Condominium Project, and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration. The value of each Co-owner's vote at meetings of the Association shall be equal. The total value of the Project is one hundred (100%) percent. The Developer had determined percentages of value based upon Unit type and size. The percentages of value are set forth below:

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	1.0380%
2	1.0456
3	.7551

4	1.0844
5	1.0844
6	.7551
7	1.0456
8	1.0844
9	1.0844
10	1.0844
11	1.0456
12	1.0380
13	1.0380
14	1.0456
15	.7551
16	1.0380
17	1.0380
18	1.0844
19	1.0380
20	1.0380
21	1.0844
22	1.0456
23	1.0380
24	.8365
25	.7551
26	.8365
27	1.0844
28	.8365
29	.7551
30	1.0380
31	1.0844
32	1.0456
33	1.0844
34	1.0380
35	1.0380
36	1.0456
37	1.0456
38	1.0380
39	1.0380
40	1.0844
41	.7551
42	1.0844
43	1.0380
44	.7551
45	.7551
46	.7551
47	1.0380
48	1.0844
49	1.0456
50	1.0380
51	1.0380

52	.8365
53	.7551
54	1.0844
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58	1.0844
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65	.7551
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70	1.0380
71	1.0456
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79	1.0380
80	1.0380
81	.7551
82	1.0844
83	.7551
84	.7551
85	1.0844
86	.7551
87	1.0844
88	1.0380
89	1.0844
90	1.0456
91	.7551
92	1.0380
93	1.0844
94	.7551
95	1.0380
96	1.0844
97	1.0380
98	1.0380
99	1.0844

100  
101

1.0844  
1.0380

Total

---

100%

## ARTICLE VII

### EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any Condominium Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Act.

There shall be 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 in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines.

There shall exist easements of support with respect to any Unit wall which supports a Common Element.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Element of the Condominium for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion.

Section 3. Association's Easement For Maintenance, Repair and Replacement. 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. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Master Deed, the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace

the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-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 to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Reservation of Easements by Developer for Ingress, Egress and Utilities. The developer hereby reserves a non-exclusive, transferable and unrestricted easement and license for ingress and egress over all of the roads, walkways and pathways in the Condominium Project, and in particular for ingress and egress to and from any land or lands now or hereafter acquired by Developer or its affiliates which are contiguous to the Condominium Project, and for ingress and egress to and from any land or lands reasonably necessary for Developer to accomplish the utility tap-ins described herein. Developer shall at its own cost repair and restore any lands or improvements which are disturbed or damaged by reason of Developer's construction equipment or activities. The Developer also reserves a non-exclusive, transferable and unrestricted easement and license to tap into and to use any and all utility lines now or in the future located in the Condominium Project, including, but not limited to, electrical, telephone, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Property, it shall be obligated at its own expense to restore the Condominium Project to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

## ARTICLE VIII

### AMENDMENTS

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Act in the following manner.

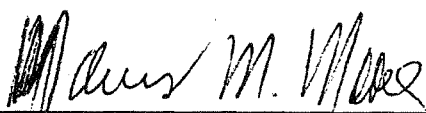
Section 1. Co-owner Approval. Amendments may be made and recorded by the Association upon being approved by the Co-owners of a simple two-thirds (2/3) of the Units in the Condominium entitled to vote as of the record date for such vote, except as hereinafter provided.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages (as defined in Section 90A(9) of the Act), such amendment shall require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90A of the Act.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article VI hereof, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Michigan Condominium Act, as amended. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Act. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

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

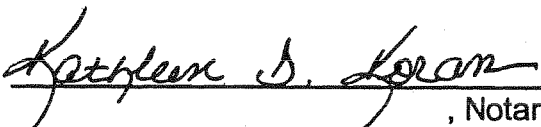
THE MANOR HOMES AT ALDINGBROOKE  
CONDOMINIUM ASSOCIATION, a Michigan  
Nonprofit Corp.

BY:   
Morris M. Moore  
ITS: President

STATE OF MICHIGAN     )  
                                      )ss  
COUNTY OF OAKLAND    )

On this 26 day of May, 2005, the foregoing Amended and Restated Master Deed was acknowledged before me by Morris M. Moore, President of The Manor Homes at Aldingbrooke Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

Drafted by and when  
recorded return to:  
Mark F. Makower, Esq.  
38525 Woodward Ave., #2000  
Bloomfield Hills, MI 48304

, Notary Public  
Acting in Oakland County, MI  
My commission expires:

KATHLEEN D. KORAN  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES Aug 28, 2008