

**AMENDED AND RESTATED MASTER DEED OF
VILLAS AT NORTHVILLE HILLS
(ACT 59, PUBLIC ACTS OF 1978 AS AMENDED)
WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 627**

This Amended and Restated Master Deed is made and executed on this ____ day of _____, ~~2012~~2013, by Villas at Northville Hills Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose registered office is c/o 4000 Grand River Ave, #100, Novi, MI 48375, represented herein by _____, the President of Villas at Northville Hills 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."

The Association desires by recording this Amended and Restated Master Deed, together with the Amended and Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", which is hereby incorporated by reference and made a part hereof as Exhibit B applicable hereto, to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan. The original Master Deed for Villas at Northville Hills, recorded in Liber 34604, Pages 90 et seq., Wayne County Records, is superseded hereby (except for the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B).

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Villas at Northville Hills as a Condominium under the Condominium Act and does declare that Villas at Northville Hills (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 Villas at Northville Hills, Wayne County Condominium Subdivision Plan No. 627. The Condominium Project is established in accordance with the Act. The Condominium consists of 184 Units, numbered 1 through 184.

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 their 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 this Amended and Restated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in Villas at Northville Hills Condominium Association as set forth herein, in the Amended and Restated Condominium Bylaws and Articles of Incorporation of the Association.

ARTICLE II LEGAL DESCRIPTION

The land that comprises the Condominium Project established by this Amended and Restated Master Deed is particularly described as follows:

A parcel of land located in the Southwest 1/4 of Section 15, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, and being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 15; thence along the South 87°52'44" West, 60.00 feet, along the South line of said Section 15 and the center line of Five Mile Road; thence North 01°50'18" West, 60.00 feet to the Northerly right-of-way of said Five Mile Road; thence South 87°52'44" West, 850.00 feet, along the Northerly right-of-way of said Five Mile Road to the Point of Beginning; thence continuing South 87°52'44" West, 1733.41 feet, along the Northerly right-of-way of said Five Mile Road, to a point on the West line of Section 15, and a boundary corner of "Northville Hills Golf Club Sub. No.1", as recorded in Liber 115 of Plats, Pages 73 through 91, inclusive, Wayne County Records; thence North 01°44'25" West, 758.25 feet, along the West line of said Section 15, and along the boundary of said "Northville Hills Golf Club Sub. No.1", (said

point being South 01°44'25" East, 1858.10 feet from the West 1/4 Corner of said Section 15); thence North 87°52'44" East, 1162.38 feet, along the boundary of said "Northville Hills Golf Club Sub. No.1"; thence North 66°39'16" East, 1525.97 feet, along the boundary of said "Northville Hills Golf Club Sub. No.1", to a point on the Westerly right-of-way of Sheldon Road, (said point being South 01°50'18" East, 1288.92 feet, along the North and South 1/4 line of said Section 15 and the centerline of said Sheldon Road and South 88°09'42" West, 60.00 feet, from the center of said Section 15); thence South 01°50'18" East, 429.94 feet, along the Westerly right of way of said Sheldon Road, (said line being 60.00 feet West of and Parallel to the North and South 1/4 line of said Section 15); thence South 66°39'16" West, 913.60 feet; thence South 01°50'18" East, 550.00 feet to the Point of Beginning. All of the above containing 40.001 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

Tax Parcel No. 059-99-0002-000, covers more land.

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 Villas at Northville Hills Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Villas at Northville Hills, 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. "Amended and Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

C. "Amended and Restated Master Deed" means this document, which when recorded shall reaffirm the establishment of the Condominium, and to which the Amended and Restated Condominium Bylaws and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", are attached or made applicable as exhibits.

D. "Association" or "Association of Co-owners" means Villas at Northville Hills Condominium Association, a nonprofit 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.

E. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Amended and Restated Condominium Bylaws of Villas at Northville Hills pertaining to the operation of the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

F. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Units.

G. "Condominium Documents" wherever used, means and includes this Amended and Restated Master Deed and Exhibit "A" hereof, the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", together with the Amended and Restated Condominium Bylaws, the Articles of Incorporation and the Rules and Regulations, if any, of the Association.

H. "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.

I. "Condominium Project", "Condominium" or "Project" means Villas at Northville Hills as a Condominium Project established in conformity with the provisions of the Act.

J. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", which is hereby incorporated by reference and made a part hereof as Exhibit "B".

K. "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". 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 Villas at Northville Hills and the Act.

L. "Developer" shall refer to Lake Village of Northville Limited Partnership, which made and executed the original Master Deed, and its successors and assigns.

M. "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 percent (100%). 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.

Q. "Unit" or "Condominium Unit" each mean a single complete Unit in Villas at Northville Hills, 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.

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 any parking areas, walks, roads, pedestrian pathways and sidewalks, entrance facilities, perimeter fences, landscaped and open areas, including such woodland areas as may be located within the Condominium and any beneficial easements, including beneficial utility and drainage easements, if any, described in Article VII hereof, all to the extent not designated as Limited Common Elements;

(2) Electrical. The electrical system throughout the Condominium, including that contained within Unit walls, up to the point of connection with electrical outlets within any Unit;

(3) Gas. The gas transmission lines throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit;

(4) Water. The water distribution system throughout the Condominium up to the point where service is connected or enters each Unit, including all common

sprinkling system fixtures and connections, as well as all common sprinkling system controls, and all fire hydrants and attendant equipment. The water meters installed within each building shall also comprise General Common Elements, even if they are located within a Unit;

(5) Sanitary Sewer. The sanitary sewer system throughout the Condominium, up to the point where service enters or is connected with each Unit;

(6) Storm Water Drainage System. The storm sewer and storm drainage systems throughout the Condominium including below-ground and above-ground systems and all retention or detention ponds;

(7) Telephone. The telephone wiring network throughout the Project, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with the telephone junction box within a building or Unit;

(8) Cable. The cable television transmission system throughout the Condominium, if any, and any telephone or other communication lines, including that part of such system and lines contained within Unit walls up to the point of connection with outlets within any Unit;

(9) Mailbox Stands. Any mailbox stands containing mailboxes throughout the Project;

(10) Site Lighting. The site lighting contained within the Condominium, including all wiring, fixtures, posts and meters serving such site lighting;

(11) Construction. The structural members, materials and components which comprise the exterior walls, the roof, chimneys, the foundations (including supporting components), the basement foundations, walls and floors, the ceilings and the floors which envelop the air space within the Unit and the air space within the attics, if any, the crawl spaces, if any, outside of a Unit, and Unit perimeter walls (including windows and door frames therein, excluding the glass within the frames and glass sliding doors including the frames). The air space outside of a Unit but within the structural items which envelop a Unit is a General Common Element;

(12) Recreational Facilities. The clubhouse, ~~putting green~~, cabana and swimming pool located within the Condominium;

(13) Beneficial Easements. Such beneficial easement interests as may be created to provide for the use by the Co-owners, their guests, tenants and invitees of certain tennis courts constructed or to be constructed on land located near the Condominium; provided that such use may be restricted to the sole use of Co-owners and their guests, tenants and invitees or shared by the Co-owners and the residents of lots established in nearby Northville Hills Subdivision and their respective guests, tenants and invitees; and

(14) 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, 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.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above ("utility system") service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there shall be an easement for that common element through each condominium unit to enable the utility system to appropriately serve each of the Units in the subject building.

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. Each porch, if any, designated on the Condominium Subdivision Plan as a Limited Common Element is appurtenant to the Unit to which open onto such porch and is limited to the sole use of the Co-owner(s) of the Unit to which it is appurtenant;

(2) Patios and Decks. Each patio or deck installed within the area designated as a Limited Common Element area on the condominium Subdivision Plan shall be a Limited Common Element appurtenant to the Unit that opens onto the designated Limited Common Element area and shall be limited to the sole use of the Unit to which the area and deck or patio are appurtenant. No expansions of any deck constructed shall be permitted unless the Co-owner of the Unit to which the deck is appurtenant first obtains written approval for such expansion from the Association and from the Township, if the Township's approval is required pursuant to Township Ordinances;

(3) Glass. The glass in windows and sliding doors, including the frames which comprise the glass sliding doors, which are located at the perimeter Unit walls;

(4) Fireplace Combustion Chamber. The fireplace combustion chamber, if any, in or outside of each individual Unit;

(5) Driveway. Each driveway extending from the roadways constructed within the Condominium to the attached garage serviced by such driveway is designated on the Condominium Subdivision Plan as a Limited Common Element and is limited to the sole use of the Co-owner(s) of the Unit or Units that gain access to their garage(s) over each such driveway. Each driveway services one or more Units and

each driveway has direct access to a road, as shown on the Condominium Subdivision Plan;

(6) HVAC. The entire heating, ventilation and air conditioning systems and their component parts serving each Unit to the point of connection with the outside walls of the Unit shall be appurtenant to and limited to the sole use of the Co-owners of the Unit served by such HVAC system. The air conditioning compressor serving each Unit shall be a Limited Common Element appurtenant to the Unit served even if said compressor is located outside the walls of the Unit; and

(7) Other. Such other elements of the Condominium, 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.

Section 2. Responsibility for Unit and Common Elements. 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 Amended and Restated Condominium Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

A. Co-owner Responsibilities:

(1) Unit, Limited Common Elements. Except as provided in Section 2B below, 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, the Limited Common Elements, and those General Common Elements described herein, shall be borne by the Co-owner of the Unit. In addition to and in clarification of the Co-owner's responsibility under this Section 2A(1), each Co-owner shall be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

(a) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace, air conditioner and related ductwork and pads, sump pump and related lines, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, individual hot water heaters, fireplaces, flues, dampers combustion chambers and chimneys (except exterior surfaces);

(b) Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures from the point of connection with, but not including, the electrical meter for the Unit (even though part of the system may be designated as a General Common Element);

(c) The water lines, pipes, valves and fixtures from the point of entry into a Unit (even though part of the system may be designated as a General Common Element), but specifically excluding any mains running through the Unit;

(d) All drain lines and traps within a Unit (even if they may be designated as a General Common Element);

(e) The gas lines, pipes, valves and fixtures from the point of entry into a Unit (even though part of the system may be designated as a General Common Element), but specifically excluding any mains or lines running through a Unit to serve other Units or the Common elements;

(f) All cabinets, counters, interior doors, closet doors, sinks, tile, either floor or wall, and related hardware;

(g) All improvements and/or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor covering 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;

(h) All windows, interior doors, door walls, Unit entry and access doors, including their frames, storms, screens, locks, hardware, thresholds, sills and weather stripping;

(i) All interior drywall repair, replacement, maintenance and painting (even though some of these elements may be designated as a General Common Element);

(j) Each garage concrete floor (even though the same may be designated as a General Common Element) and each garage door (but not including exterior painting, which shall be the responsibility of the Association) and its hardware and operating mechanisms, including garage door openers;

(k) ~~Each~~All lower-level Unit step walk-outs, walk-ups or other step-like improvements providing ingress and egress to the lower level of a Unit, and each individual porch, deck and/or patio and the stairs and steps leading to individual decks or patios (but not including the stairs or steps leading to the porches, which shall be the responsibility of the Association);

(l) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.

(2) Utility Charges. All individually metered utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All commonly metered utilities shall be paid by the Association as an expense of administration.

(3) 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 necessitates 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. A Co-owner shall refrain from repairing, altering, replacing, removing, painting, decorating or changing the exterior of a Unit or any exterior appendage, including, without limitation, air conditioning units and Unit entry doors, whether exclusively used by the Unit owner or otherwise, without first obtaining the Association's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws. Any replacement window, door, or other element shall be identical to the original or, if not, approved by the Association prior to installation.

(4) 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 Amended and Restated Condominium Bylaws.

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

B. Association Responsibilities:

(1) Limited Common Elements. The Association shall be responsible for the costs of maintenance, repair and replacement, except in cases of Co-owner fault, of the driveways described in Section 1B(5) above and the stairs or steps leading to the porches described in Section 1B(1) above and the expenses incurred by the Association shall be an expense of administration shared by all Co-owners.

(2) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements (except those assigned to the Co-owners under the various subsections of Section 2A above), shall be borne by the Association, in accordance with the provisions of this Article and the Amended and Restated Condominium Bylaws.

(3) 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.

C. 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 that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Condominium Unit Description. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of Villas at Northville Hills as prepared by Seiber, Keast and Associates, Inc., and Milletics and Associates, which is attached as Exhibit "B" to the original Master Deed. Each Unit shall consist of the interior air space measured from the entire interior surface enveloping the Unit air space, including basement areas, if any, and including (a) interior unpainted surfaces of inside walls, (b) the inside surfaces of windows, doorwalls, doors and access panels, (c) the unpainted interior surfaces of ceilings, and (d) the interior and unfinished surfaces of the subfloors and/or basement floors. In addition to the described air space, each Unit shall also include all items, components, fixtures and mechanisms, from the point of connection inward, which provide the Unit with its plumbing, electrical, waste disposal, water, heating and air conditioning services. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan, which is attached as Exhibit B to the original Master Deed. Building elevations are shown in detail in architectural plans and specifications on file with the Township of Northville.

Section 2. 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, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration (except as modified by the specific assignment of responsibilities for costs contained in Article IV, Section 2 of this Amended and Restated Master Deed), and the value of each Co-owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%). The Developer determined based on the nature of the Condominium and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among the Units that the percentages of value shall be based upon a formula which divides one hundred percent (100%) by the number of Units in the Condominium.

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.

Easements of support shall exist with respect to any Unit wall that 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. To the extent any such streets or utilities are dedicated, upon approval by and affirmative vote of not less than fifty-one percent (51%) of all Co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment by Township or County, as the case may be, of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established as herein provided, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

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 for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Amended and 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 Amended and Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto for which the Co-owner is responsible, the Association shall have the right (but not the obligation), and all necessary easements in furtherance thereof, 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 for which the Co-owner is responsible, 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 that 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 that 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 their monthly assessment next falling due, in accordance with Article II of the Amended and Restated Condominium Bylaws. 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, foreclosure of the lien securing payment and imposition of fines.

Section 4. Telecommunication Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring 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, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Project 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 other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 5. Emergency and Public Service Vehicle Access Easement. There shall exist for the benefit of the Township of Northville or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress

and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

Section 6. Easement Agreement for Use of Tennis Courts. An Easement Agreement for Use of Tennis Courts is recorded in Liber 39533, Pages 613 et seq., Wayne County Records (the "Tennis Court Easement Agreement"). The Tennis Court Easement Agreement provides a permanent, non-exclusive easement for the benefit of all Co-owners and their guests, tenants and invitees for access to and the use of those certain tennis courts constructed on the golf course land located at the northwest corner of the Condominium and as shown on the Condominium Subdivision Plan. Pursuant to the terms of the Tennis Court Easement Agreement, the Association is responsible for the maintenance, repair and replacement of the tennis courts and the pedestrian walkway that extends from the Condominium to the tennis courts and the cost of such maintenance, repair and replacement is included in the administrative expenses of the Association that determine the amount of assessments to be imposed on Units pursuant to Article II of the Amended and Restated Condominium Bylaws. The Tennis Court Easement Agreement grants to the Association and its contractors and agents such access over and to the site of the tennis courts as is reasonably necessary and beneficial for the maintenance, repair and replacement of the tennis courts by the Association. The Tennis Court Easement Agreement reserves to Toll Northville Limited Partnership the right to revise the Tennis Court Easement Agreement to permit the use of the tennis courts by the owners of lots in Northville Hills Golf Club Subdivision and their guests, tenants and invitees; provided that if such greater use of the tennis courts is permitted, the beneficiaries of that right of usage shall be required to share in the cost of the maintenance, repair and replacement of the tennis courts which shall nevertheless be administered by the Association.

Section 7. Planned Unit Development Agreement. The land included in the Condominium is subject to a certain Planned Unit Development Agreement (the "PUD Agreement") dated April 17, 1997 by and among the Economic Development Corporation of the Charter County of Wayne, the Charter County of Wayne and the Charter Township of Northville and recorded at Liber 29691, Page 417 et. seq., Wayne County Records, and the First and Second Amendments to the aforesaid PUD Agreement. The PUD Agreement established a planned unit development encompassing nearly 900 acres within Northville Township. Pursuant to the PUD Agreement and the amendments to that document, the planned unit development includes a public golf course, public recreation areas and facilities, single family and multifamily housing, neighborhood commercial development, and an area for office and research and development use. The PUD Agreement includes certain specific standards, including design standards, that govern the development of the Condominium, including a requirement for the establishment of a 100-foot wide wooded/landscape greenbelt along the portion of the Condominium bordered by Sheldon Road.

Section 8. Declaration of Storm Sewer Easement. The land included in the Condominium is subject to a certain Declaration of Storm Sewer Easement (the "Declaration") recorded at Liber 30196, Pages 6852 et seq., Wayne County Records, as amended. That document provides for the allocation of the costs of maintaining certain storm water drainage facilities, including three retention ponds, among property subject to the PUD Agreement described in paragraph (l) above. Any and all charges imposed on the Condominium and the Units therein with respect to the aforesaid Declaration of Storm Sewer Easement shall be included in the administrative expenses of the Association. The Declaration provides for an easement for storm water drainage for the benefit of the Condominium onto land located north and west of the Condominium and for the maintenance of certain storm water drainage facilities thereon, including storm water drainage lines and storm water detention ponds as shown on the Condominium Subdivision Plan. The Declaration provides for the allocation of the costs of maintaining the storm water drainage facilities, including three retention ponds, among property subject to the PUD Agreement described in Section 7 above. Any and all charges imposed on the Condominium and the Units therein with respect to the Declaration shall be included in the administrative expenses of the Association.

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 51 of the Act.

Common Elements can be assigned and reassigned only in accordance with Section 39 of the Act. Units may be consolidated as provided in Section 48 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.

VILLAS AT NORTHVILLE HILLS
CONDOMINIUM ASSOCIATION, a Michigan
nonprofit corporation.

By: _____
Name: _____
Its: President

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this ____ day of _____, ~~2012~~2013, the foregoing Amended and Restated Master Deed was acknowledged before me by _____, President of Villas at Northville Hills Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

Drafted by and when
recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate PLLC
30140 Orchard Lake Road
Farmington Hills, MI 48334

_____, Notary Public
_____ County, Michigan
Acting in _____ County, MI
My commission expires:

