

FIRST AMENDMENT

FIRST AMENDMENT TO PAGE 219

MASTER DEED OF ASHFORD PLACE

ASHFORD PLACE, INC., d/b/a TRI-MOUNT/ASHFORD PLACE, INC., a Michigan corporation, hereinafter sometimes referred to as "Developer" of 41115 Jo Drive, Novi, Michigan 48375, as Developer, has established ASHFORD PLACE, a condominium project pursuant to the Master Deed thereof as recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 129, does hereby execute and declare this First Amendment to the Master Deed of ASHFORD PLACE pursuant to the authority of Article VI, Article VII, Article IX, Article X and Article XVII of the Master Deed.

ARTICLE IV Is Hereby Amended As Follows:

ARTICLE IV

COMMON ELEMENTS

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

A. The General Common Elements are:

1. The land described in Article II hereof, including sidewalks and roadways but specifically excluding the approach and driveways leading from the main roadways into the garage area of each condominium unit.
2. The electrical transmission system throughout the project up to but not including the electric meter for each unit, together with common lighting for the project.
3. The gas distribution system throughout the Project up to but not including the gas meter for each unit.
4. The telephone system throughout the Project up to the point of entry to each unit.
5. The water distribution system throughout the project up to the point of connection where each unit's water line connects with a particular plumbing facility serving a particular condominium unit including that contained within unit walls. Where applicable, the water line (general common element) may pass through a condominium unit other than that served by the particular water line.
6. The sanitary sewer system throughout the project up to the point of connection with a plumbing facility which may be located in an individual condominium unit.
7. The storm drainage systems throughout the project.

8. The foundations, supporting columns, unit roofs, walls, as shown on Exhibit "B" ceilings, floor construction and furnace chimneys which protrude from the roof excluding windows and doors appurtenant to each condominium unit.

9. All elements of the project designated as general common elements in Exhibit "B" to this Master Deed.

10. Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a condominium unit which are not designated as limited common elements in Exhibit "B" or in subsection B of this Article and which are intended for common use or necessary to the existence, upkeep and safety of the project.

11. The telecommunications system, if and when it may be installed, up to but not including connections to provide service to individual units.

12. That area designated on Sheet 3 of Exhibit "B" as "Pond". The Pond is intended to be utilized as a storm water retention basin for the Project.

13. The on-site public street lighting system throughout the Development.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above may be owned by the local public authorities 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 a co-owner's interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above ("utility system") may service single buildings containing more than one condominium 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 condominium units in the subject building.

B. The Limited Common Elements are:

1. Interior surfaces of unit perimeter walls, ceilings, and floors contained within such units all of which shall be subject to the exclusive enjoyment and usage of the co-owner of each such unit.

2. All windows, doors and screens shall be limited in use to the owners of the units to which they are attached.

3. Each individual furnace, air conditioner and compressor shall be limited in use to the co-owner of the individual unit which is served by each such described appliance including all duct work and transmission lines appurtenant thereto.

4. Cooling and heating duct work, electrical wiring, floor and ceilings of each unit shall be limited in use to the co-owner who is served by such cooling and heating duct work.

5. Each building contains a single sump pump which services all of the condominium units in that building. That sump pump is a Limited Common Element limited in use to and applicable to all of the individual condominium units included in the applicable building.

6. Meters for natural gas and electricity shall be Limited Common Elements respectively pertinent to each unit for which they measure such utility service.

7. The driveway approach leading from the private drive ("Maitland Drive") servicing all of the condominium units to the garage entrance of each individual condominium unit, as indicated on Sheet 3 of Exhibit "B" to this Master Deed shall be limited in use to the co-owners whose units are served by such driveway approach.

8. Each porch and patio deck appurtenant to each condominium unit shall be limited in use to the co-owner of the applicable individual condominium unit.

9. The walkway from the driveway approach to the front porch and entranceway of each unit shall be limited in use to the co-owner of the applicable individual condominium unit.

10. Each building contains a single water meter which provides and measures water used by all of the condominium units located in each such building. That water meter is a Limited Common Element limited in use to and applicable to all of the individual condominium units included in the applicable building.

11. Those areas designated as Limited Common Elements in Sheet 3 and Sheets 5 through 10, inclusive of Exhibit "B" hereto.

C. Costs of maintenance, repair and replacement of all general common elements described in sub-paragraph A of this Article shall be borne by the Association except as noted below.

1. The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a limited common element shall be specifically assessed against the condominium unit to which that limited common element was assigned at the time the expenses are incurred. Any other unusual common expenses benefitting 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 the reasonable provisions and as is set forth in Section 69 of the Act.

2. The amount of all common expenses not specifically assessed in accordance with the foregoing shall be assessed against the condominium unit in proportion to the number of votes in the Association of Co-Owners appurtenant to each condominium unit in the manner set forth in Section 69(3) of the Act.

3. The Association shall have the specific responsibility to decorate, maintain, repair and replace the following items; the cost for these items shall be considered expenses of administration:

- a. All landscaped areas.
- b. All sidewalks and private roadways.
- c. The exterior of all buildings including trim and hardware.
- d. Mailbox and mailbox stands, if any.
- e. Rubbish removal systems, if any.
- f. All common lighting.
- g. The underground water sprinkling system.
- h. All other items as set forth in Section A above and referred to as General Common Elements.
- i. All exterior painting including windows and doors.
- j. The on-site public street lighting system throughout the Development.

4. Each co-owner shall have the responsibility to decorate, maintain, repair and replace the following items:

- a. All appliances within a unit and supporting hardware including but not limited to furnace, humidifier, air cleaner, air conditioning and compressor, garbage disposal, dishwasher, range and oven, vent fan, duct work, vent covers and filters and hot water heaters.
- b. Individual unit entry doors, all doors and windows (including door-walls), screens related hardware within the individual unit. Painting and decorating of the exterior of such units shall be the responsibility of the Association in accordance with the provisions of Subparagraph C.3., hereinabove.
- c. All electrical fixtures or appliances within an individual unit including but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. Any modification to the existing electrical system must be approved by the Board of Directors in writing and completed by a licensed electrician.
- d. Any electrical outlets connected to an individual unit's electrical meter but located on the exterior of a unit.
- e. All plumbing fixtures including shut-off valves, wax rings and washers located on or within an individual unit's perimeter walls.
- f. All cabinets, counters, interior doors, closet doors, sinks, tile (either floor or wall) and related hardware.
- g. All improvements or decorations including but not limited to paint, wallpaper, carpeting and trim.
- h. Individual unit drain lines located within the unit perimeter walls.
- i. All limited common elements assigned to an individual condominium unit excluding driveway approaches and driveways.

- j. All other items not specifically enumerated above which may be located within an individual unit's perimeter walls.
- k. The costs of decoration and maintenance of all surfaces referred to in Article IV B.1 shall be borne by the co-owner of each unit to which said Limited Common Elements are appurtenant.

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

ARTICLE V is Hereby Amended as Follows:

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of ASHFORD PLACE as surveyed by ZEIMET-WOZNIAK & ASSOCIATES, INC. and attached hereto as Exhibit "B". Each condominium unit shall include all that space contained within the interior, finished, unpainted walls and ceilings and from the finished sub-floor or basement floor where applicable, and including garage area, all as is shown on the floor plans and sections in Exhibit "B" hereto. The dimensions shown on the perimeter plan in Exhibit "B" have been or will be physically measured. In the event that the dimensions on a measured perimeter plan of any specific unit, including the garage area, differ from the dimensions of the typical foundation or perimeter plan for such unit in Exhibit "B", then the typical upper-floor plan for such unit, including the garage area, shall be deemed to be automatically changed for such specific unit in elevations.

B. The percentage of value assigned to each condominium unit is set forth in subparagraph C below. The percentages of value are computed on the basis of assigning an equal percentage of value for each unit with the resulting percentages reasonably adjusted to total precisely 100%. 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 prospective co-owner in the proceeds and expenses of the administration and the value of each co-owner's vote at meetings of the Association of Co-Owners. The total value of the project is 100%. The percentage of value allocated to each condominium unit may be changed only with the unanimous consent of all co-owners expressed in an amendment to this Master Deed, duly approved and recorded, except that changes may be specifically made in the percentages of value by the Developer without the consent of any co-owners and without the consent of the mortgagee of any co-owner for the purposes of enlarging the condominium development in accordance with the provisions of Article VI so as to increase the number of condominium units and reallocate the percentage of value computed in accordance with the foregoing formula and distributed over the entire condominium development as enlarged shall not exceed and shall equal 100%, or for the purpose of increasing the number of condominium units by converting units designated as "need not be built" to "must be built".

Any increase in the total number of condominium units by such redesignation shall require the Developer, without the consent of the co-owners or their mortgagees, to reallocate the percentage of value set forth below so that the total percentage of value computed in accordance with the foregoing formula and distributed over the entire condominium development as so increased, shall not exceed and shall equal 100%. The Developer's rights to reallocate and reassign percentages of value as set forth in this paragraph shall not be limited and may be exercised by the Developer repeatedly up to but not exceeding the inclusion of the total of Sixty-Six (66) condominium units. Thereafter, the Developer's rights to reassign percentages of value without the consent of the co-owners shall expire.

C. Set forth below are:

- (1) Each condominium unit number as it appears on the Condominium Subdivision Plan.
- (2) The percentage of value assigned to each condominium unit.

<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE</u>
1	.125
2	.125
3	.125
4	.125
5	.125
6	.125
7	.125
8	.125

Each condominium unit shall have an undivided interest in the common elements proportionate to its percentage of value as hereinabove set forth in the manner provided for in Section 37 of the Act.

D. The dimensions of units and/or limited common elements appurtenant to any units described in Exhibit "B" may be modified in the Developer's sole discretion by enlargement or reduction in size by amendment affected solely by the Developer and its successors, without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the project or the view, privacy or other significant attribute or amenity of any unit which adjoins or is proximate to the modified unit of limited common element. Such modified unit shall not be constructed without the prior amendment of the Master Deed. The Developer may in connection with any such amendment, readjust percentages of value for all units in a manner which gives reasonable recognition to such unit or limited common element modification based upon the method of original determination of percentage of value for the project. All of the co-owners and mortgagees of units or other persons interested to become interested in the project from time to time shall be deemed to have unanimately consented to such amendment to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocations of percentages of value of existing units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI Is Hereby Amended As Follows:

ARTICLE VI

EXPANSION OF THE CONDOMINIUM

The condominium project established pursuant to the Master Deed of ASHFORD PLACE consists of Forty Two (42) units. Units 1 through 8, inclusive, have been designated as "Must be Built". Units 9 through 42, inclusive, need not be built. In addition thereto, the Developer has reserved the right to expand the Condominium up to a maximum of Sixty Six (66) condominium units pursuant to the provisions of Article IX providing for the conversion of the convertible area into condominium units or common elements. These additional units need not be built as is set forth in Article VII of the Master Deed, as amended.

Any provisions of this Master Deed notwithstanding, the number of units in the project may at the option of the Developer or its successors or assigns, from time to time be increased by the addition to the condominium of any portion of the future development and the construction of residential units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional units as may be constructed thereon shall be determined by the Developer in its sole discretion, subject only to approval by the City of Ann Arbor. Such increase in size of this condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law. Such amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value as set forth in Article V hereof shall be proportionately readjusted in order to reserve a total value of 100% for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments and percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method or original determination of percentages of value for the project.

Any 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 additional condominium units being added to the project by such amendment. In connection with any such amendment, the Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including but not limited to, the connection of roadways and sidewalks in the project to any roadway and sidewalk that may be located on or planned for the area of future development and to provide access to any unit that is located on or planned for the area of future development from the roadways and sidewalks located in the project.

All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportion or reallocation of percentages of value of existing units which Developer or its successors may determine necessary in conjunction with such amendment or amendments.

All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits hereto; provided, however, that a Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of the development. The Consolidating Master Deed when recorded shall supersede the previously recorded Master Deed and all amendments thereto. The Developer, or its successors and assigns, may in its discretion establish all or a portion of said future development as a rental development, a separate condominium project, or any other form of development. There are no restrictions on the election of the Developer to expand the project other than as explicitly set forth herein. There is no obligation on the part of the Developer to construct those condominium units designated on Exhibit "B" as "Need Not Be Built" all as is set forth in the succeeding Article in this Master Deed.

In no event shall there be any change in the percentage interests in the common elements more than six (6) years after the effective date of this Master Deed.

ARTICLE VII Is Hereby Amended As Follows:

ARTICLE VII

NON-REQUIRED CONSTRUCTION

The land comprising this condominium project has been approved by the City of Ann Arbor for the construction of up to Sixty Six (66) condominium units. As is designated in Exhibit "B", units 1 through 8, inclusive, must be built. Units 9 through 42 need not be built. Additional units which may be constructed in the convertible area indicated in Sheet 3 of Exhibit "B" need not be built. Construction of those buildings and the condominium units contained therein, together with any other condominium units up to and including the total of Sixty Six (66) condominium units as set forth in the site plan approved by the City of Ann Arbor, shall be at the sole option of the Developer and shall be subject to the Developer's uncontrolled discretion. In the event that any condominium unit labeled "need not be built" on Exhibit "B" to this Master Deed shall, at the option of the Developer, be constructed, the Developer shall file an amendment to this Master Deed redesignating such proposed construction as "must be built", and shall thereupon include in that amendment to the Master Deed a reallocation of the percentages of value applicable to the increased number of condominium units and applying a pro-rata application of the percentage of value to each unit in accordance with the formula set forth in Article V so that the resulting total of percentages of value applied over the increased number of condominium units that "must be built" equal 100%, all as is set forth in Article V.

First Amended Exhibit "B"

Sheets 1 through 3, sheets 9 and 10, and sheet 13, inclusive, of Exhibit "B" to this First Amendment to the Master Deed of ASHFORD PLACE shall replace and supersede sheets 1 through

3, sheets 9 and 10, and sheet 13 of Exhibit "B" to the Master Deed, and those original sheets referred to as attached to the Master Deed shall thereupon be of no further force and effect. Exhibit "B" is hereby expanded to include sheet 14.

Ratification of Master Deed

In all other respects, other than as hereinabove indicated, the Master Deed of ASHFORD PLACE, Exhibit "A" thereto and the Condominium Subdivision Plan attached thereto as Exhibit "B", all of which were recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, Washtenaw County Records, and identified as Washtenaw County Subdivision Plan No. 129, are hereby ratified, confirmed and redeclared.

This First Amendment to the Master of ASHFORD PLACE is hereby executed this 31 day of May, 1991.

WITNESSES:

ASHFORD PLACE, INC. d/b/a
TRI-MOUNT/ASHFORD PLACE, INC.,
a Michigan corporation,

Nancy M. Parnell

By: Stanley M. Moffitt
Stanley M. Moffitt, Secretary

KAREN S. SPYDER

State of Michigan)
)ss
County of Oakland)

On this 31 day of May, 1991, before me a Notary Public and for said County, personally appeared STANLEY M. MOFFITT, to me personally known, who being by me duly sworn, did say that he is the person named in and who executed the within instrument, and that said instrument was signed by himself as his free act and deed on behalf of ASHFORD PLACE, INC., d/b/a TRI-MOUNT/ASHFORD PLACE, INC.

Nancy M. Parnell
Notary Public
Oakland County, Michigan
My Commission Expires: 6-30-92

DRAFTED BY AND WHEN RECORDED
RETURN TO:

David S. Snyder, Esq.
SNYDER AND HANDLER, P.C.
1365 American Center
27777 Franklin Road
Southfield, Michigan 48034

SURVEYOR'S CERTIFICATE:
 I, EUGENE P. ZEMMET, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTEENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 379 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS;

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED ON THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978;

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978;

THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1978.

APRIL 19, 1991
 DATE

EUGENE P. ZEMMET
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 9289
 ZEMMET WAZEMAK & ASSOC. INC.
 28156 FRANKLIN ROAD
 SOUTHFIELD, MICHIGAN 48034

POINT OF BEGINNING

M. E. CORNER OF SECTION 15 T.2 S. R.4 E.

CONVERTIBLE AREA

R. = 1250.00
 A. = 241.53
 B. = 17° 41' 15"
 CH. BR. = 384.35

R. = 1250.00
 A. = 241.53
 B. = 11° 04' 16"
 CH. BR. = 241.16

R. = 1250.00
 A. = 241.53
 B. = 80° 37' 03"
 CH. BR. = 577.27

GREEN ROAD 100 FT. WIDE PUBLIC

South line of Green Road 100 Ft. Wide Public 417.75

BENCH MARK

North line of Green Road 100 Ft. Wide Public 417.75

NOTE:

- DENOTES IRON BAR
- DENOTES CONCRETE MONUMENT
- BENCH MARK EXISTING GATE VALVE & WELL RIM ELEVATION 962.10 U.S.G.S. DATUM.
- BEARINGS ARE IN RELATION TO FOREST HILLS SUBDIVISION NO. 2 RECORDED IN LIBER 17, PAGES 12 THRU 14.

LOCATION MAP AND SCALE

GREEN ROAD
 FOREST HILLS SUBDIVISION
 WASHTEENAW COUNTY

PROPOSED

ASHFORD PLACE

SURVEY PLAN

EUGENE P. ZEMMET

APRIL 19, 1991



SCALE: ONE = 40 FEET

0 10 20 30 40

NIXON ROAD (PUBLIC) 520.94

East line of Nixon Rd.

West line of Nixon Rd.

POINT OF BEGINNING

5.09° 34' 10" E. 337.00

8.00° 34' 10" E. 337.00

5.09° 27' 22" E. 125.00

5.09° 27' 22" E. 125.00

5.45° 27' 22" E. 38.00

8.00° 34' 10" E. 400.00

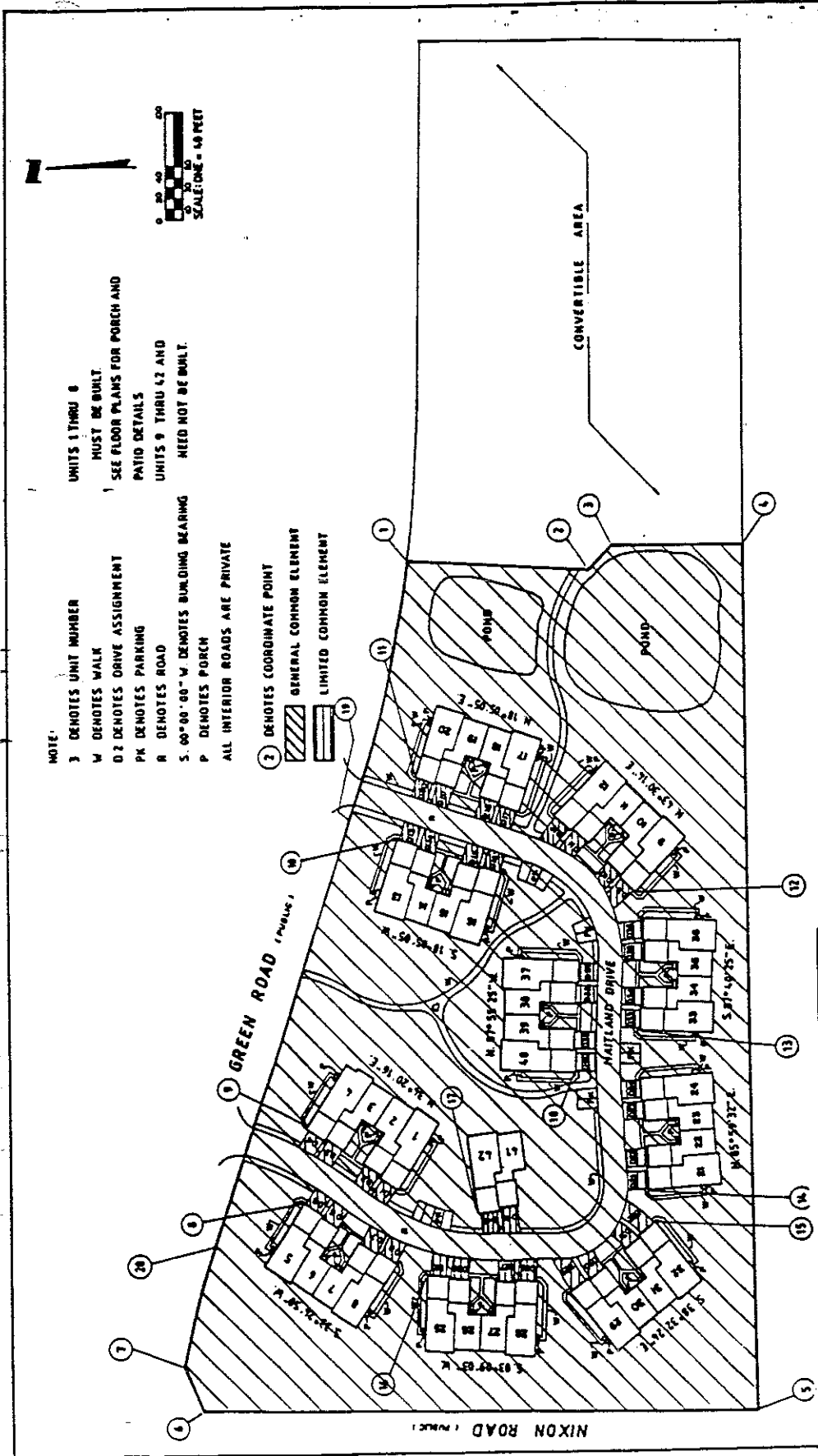
9.00° 30' 30" W. 800.61

1266.61

5.89° 32' 38" W. 800.61

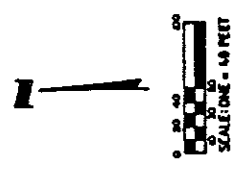
5.09° 37' 38" W.

NORTHBURY CONDOMINIUM



- NOTE:**
- 3 DENOTES UNIT NUMBER
 - W DENOTES WALK
 - DZ DENOTES DRIVE ASSIGNMENT
 - PK DENOTES PARKING
 - R DENOTES ROAD
 - S. 00° 00' 00" W DENOTES BUILDING BEARING
 - P DENOTES PORCH
 - ALL INTERIOR ROADS ARE PRIVATE
- UNITS 1 THRU 8
MUST BE BUILT
SEE FLOOR PLANS FOR PORCH AND
PATIO DETAILS
- UNITS 9 THRU 42 AND
NEED NOT BE BUILT.

- 2 DENOTES COORDINATE POINT
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT



COORDINATE POINTS								
PT	NORTH	EAST	PT.	NORTH	EAST	PT.		
1	4466.39	4517.61	7	4459.13	3772.60	13	4428.87	4086.20
2	4475.16	4588.43	8	4745.85	3925.24	14	4421.13	3936.16
3	4452.01	4532.01	9	4742.83	3995.00	15	4418.20	3886.99
4	4337.01	4533.00	10	4455.96	4261.00	16	4439.03	3888.16
5	4328.66	3732.62	11	4438.42	4318.20	17	4407.87	3914
6	4841.50	3732.85	12	4431.36	4212.04	18	4409.33	4062.23
						19	4498.79	4282.12
						20	4028.57	3885.09

APRIL 18, 1991

REVISIONS

DATE: 04-18-91

BY: [Signature]

PROJECT: ASHFORD PLACE

SITE PLAN

FOR: [Signature]

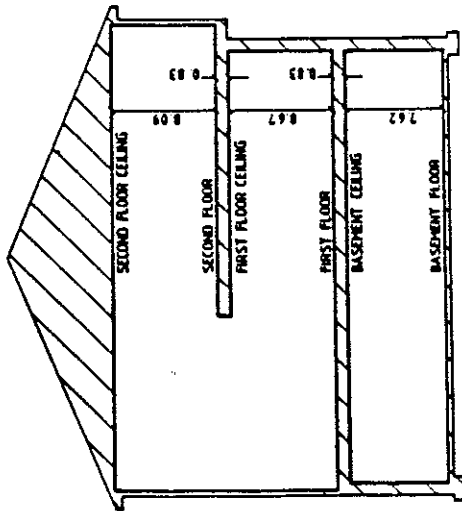
DATE: 04-18-91

SCALE: 1/4" = 10'

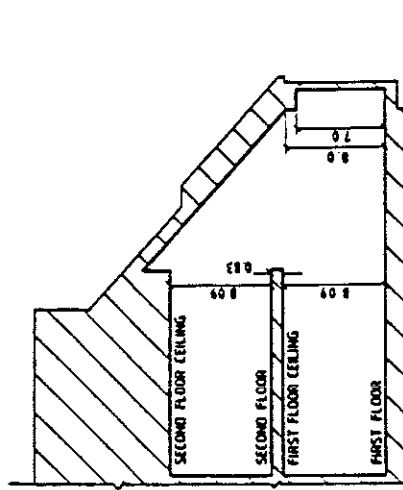


[Signature]




UNIT NO. FIRST FLOOR ELEVATION	
T THRU L	966 97
S THRU 8	967 37



SECTION B - B



SECTION A - A
PART CROSS SECTION FOR UNIT TYPE "A"

-  GENERAL COMMON ELEMENT
 -  LIMITED COMMON ELEMENT
 -  LIMITS OF OWNERSHIP
- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER EXCEPT AS SHOWN.
- SCALE: 1 1/4" INCH = 10.0 FEET
- 0 5 10 15

APRIL 18, 1921

REGISTRATION NO. 1111

PROFESSOR

ASHFORD PLACE

TYPICAL CROSS SECTION FOR UNIT TYPE "A"

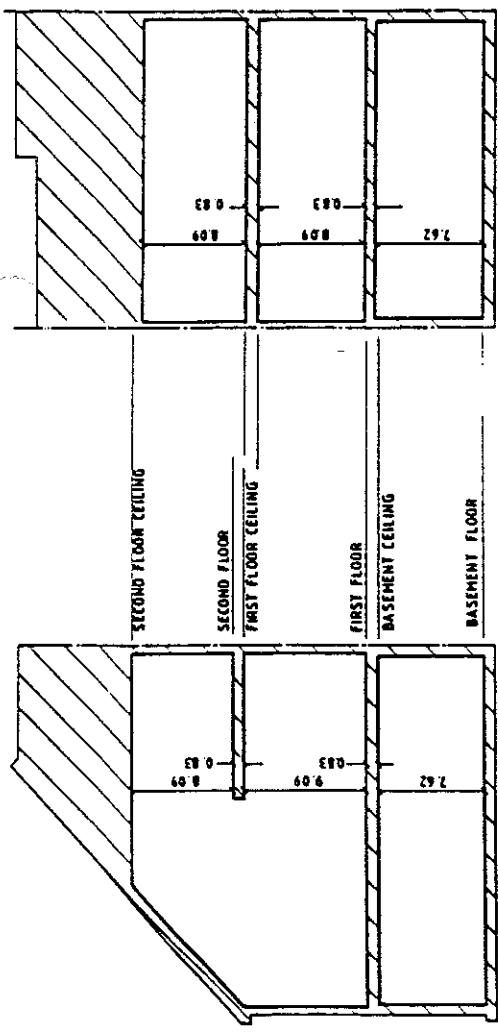
PROPERTY VOLUNTARILY

City, Massachusetts, by and for the Board of Health, under authority of Chapter 141A, Section 141A.01, Act of March 22, 1921, Chapter 141A, Section 141A.01, Act of March 22, 1921.






S. T. Green

UNIT NO.	FIRST FLOOR ELEVATION
1 THRU 4	966.97
5 THRU 8	947.37



SECTION D-D

SECTION C-C

 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP
 ALL OWNERSHIP LINES ARE 90° TO EACH OTHER EXCEPT AS SHOWN

SCALE: 1/4" INCH = 1.0 FOOT



APRIL 14, 1971

PROPOSED

ASHFORD PLACE

TYPICAL CROSS SECTION

PREPARED BY: [Signature]

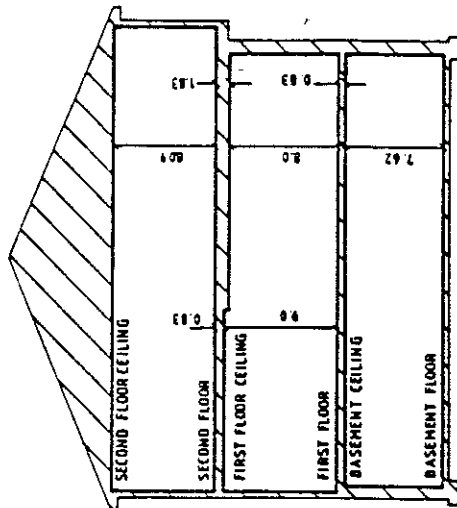
DATE: [Signature]

SCALE: [Signature]



[Signature]

UNIT NO	FIRST FLOOR ELEVATION
1 THRU 4	966.97
5 THRU 8	967.37



GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP
 ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
 SCALE : 1/4" INCH = 1.0 FOOT
 0 5 10 15

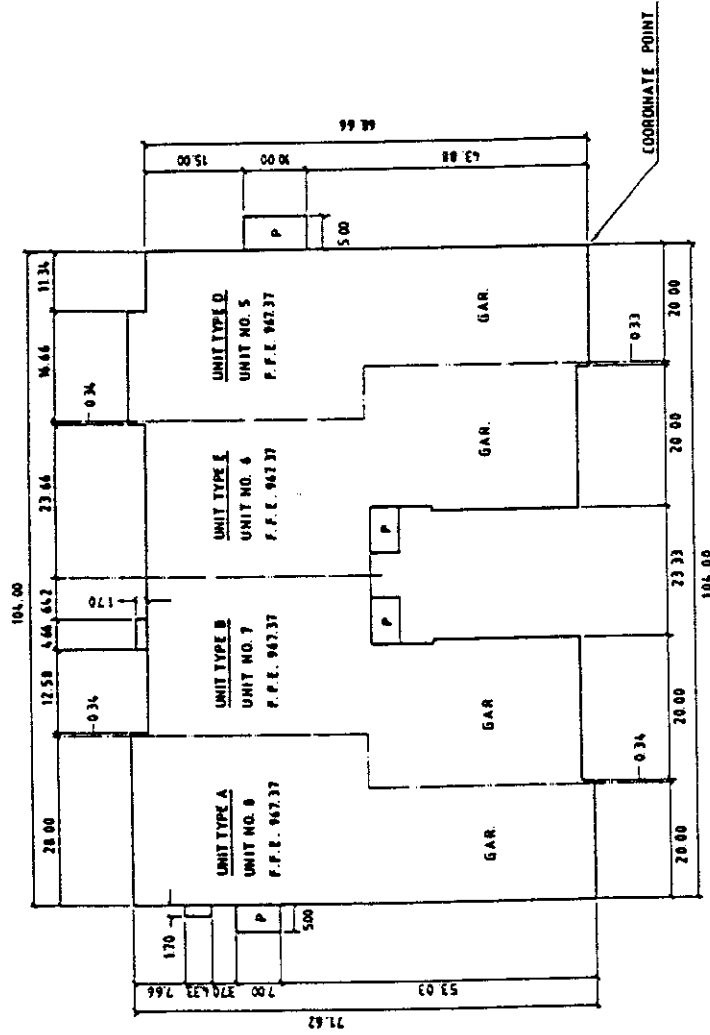
SECTION E-E

PROPOSED
 REVISIONS
 APRIL 19, 1991
 ASHFORD PLACE
 TYPICAL CROSS SECTION
 FOR UNIT 1111
 HERBERT WEISSBERGER
 ARCHITECTS
 1100 BROADWAY
 NEW YORK, N.Y. 10018



Herbert Weissberger

BUILDING BEARING S. 33° 24' 50" W.



GAR DENOTES GARAGE
P.F.E. DENOTES FIRST FLOOR ELEVATION
P DENOTES PORCH—LIMITED COMMON ELEMENT
--- DENOTES CENTERLINE
SCALE: 1/8 INCH = 1.0 FOOT
0 5 10 20 30

APRIL 10 1991

PROPOSED

ASHFORD PLACE

PERMIT PLAN

FOR UNITS 5-8

WINDYBORNE

Genl. Contractor: L. Corp. 1000 ...

16



Signature



SECOND AMENDMENT

dated 0/27/11
Liber 2529
page 540

SECOND AMENDMENT TO
MASTER DEED OF ASHFORD PLACE

ASHFORD PLACE, INC., d/b/a TRI-MOUNT/ASHFORD PLACE, INC., a Michigan corporation, hereinafter sometimes referred to as "Developer" of 41115 Jo Drive, Novi, Michigan 48375, as Developer, has established ASHFORD PLACE, a condominium project pursuant to the Master Deed thereof as recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, as amended by the First Amendment to the Master Deed thereof as recorded on June 4, 1991 in Liber 2500, pages 219 through 234, inclusive, Washtenaw County Records, and designated as Washtenaw County Condominium Sub-division Plan No. 129, does hereby execute and declare this Second Amendment to the Master Deed of ASHFORD PLACE pursuant to the authority of Article VI, Article VII, Article IX, Article X and Article XVII of the Master Deed.

ARTICLE V Is Hereby Amended As Follows:

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of ASHFORD PLACE as surveyed by ZEIMET-WOZNIAK & ASSOCIATES, INC. and attached hereto as Exhibit "B". Each condominium unit shall include all that space contained within the interior, finished, unpainted walls and ceilings and from the finished sub-floor or basement floor where applicable, and including garage area, all as is shown on the floor plans and sections in Exhibit "B" here. The dimensions shown on the perimeter plan in Exhibit "B" : been or will be physically measured. In the event that dimensions on a measured perimeter plan of any specific unit, including the garage area, differ from the dimensions of the typical foundation or perimeter plan for such unit in Exhibit "B", then the typical upper-floor plan for such unit, including the garage area, shall be deemed to be automatically changed for such specific unit in elevations.

B. The percentage of value assigned to each condominium unit is set forth in subparagraph C below. The percentages of value are computed on the basis of assigning an equal percentage of value for each unit with the resulting percentages reasonably adjusted to total precisely 100%. 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 prospective co-owner in the proceeds and expenses of the administration and the value of each co-owner's vote at meetings of the Association of Co-Owners. The total value of the project is 100%. The percentage of value allocated to each condominium unit may be changed only with the unanimous consent of all co-owners expressed in an amendment to this Master Deed, duly approved and recorded, except that changes may be specifically made in the percentages of value by the Developer without the consent of any co-owners and without the consent of the mortgagee of any co-owner for the purposes of enlarging the condominium development in accordance with the provisions of Article VI so as to increase the number of condominium units and reallocate the percentage of value computed in accordance with the foregoing

formula and distributed over the entire condominium development as enlarged shall not exceed and shall equal 100%, or for the purpose of increasing the number of condominium units by converting units designated as "need not be built" to "must be built". Any increase in the total number of condominium units by such redesignation shall require the Developer, without the consent of the co-owners or their mortgagees, to reallocate the percentage of value set forth below so that the total percentage of value computed in accordance with the foregoing formula and distributed over the entire condominium development as so increased, shall not exceed and shall equal 100%. The Developer's rights to reallocate and reassign percentages of value as set forth in this paragraph shall not be limited and may be exercised by the Developer repeatedly up to but not exceeding the inclusion of the total of Sixty-Six (66) condominium units. Thereafter, the Developer's rights to reassign percentages of value without the consent of the co-owners shall expire.

C. Set forth below are:

- (1) Each condominium unit number as it appears on the Condominium Subdivision Plan.
- (2) The percentage of value assigned to each condominium unit.

<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE</u>
1	.0625
2	.0625
3	.0625
4	.0625
5	.0625
6	.0625
7	.0625
8	.0625
9	.0625
10	.0625
11	.0625
12	.0625
13	.0625
14	.0625
15	.0625
16	.0625

Each condominium unit shall have an undivided interest in the common elements proportionate to its percentage of value as hereinabove set forth in the manner provided for in Section 37 of the Act.

D. The dimensions of units and/or limited common elements appurtenant to any units described in Exhibit "B" may be modified in the Developer's sole discretion by enlargement or reduction in size by amendment affected solely by the Developer and its successors, without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the project or the view, privacy or other significant attribute or amenity of any unit which adjoins or is proximate to the modified unit of limited common element. Such modified unit shall not be constructed without the prior amendment of the Master Deed. The Developer may in connection with any such amendment, readjust percentages of value for all units in a manner which gives reasonable recognition to such unit or limited common element modification based upon the method of original determination of percentage of value for the project.

All of the co-owners and mortgagees of units or other persons interested to become interested in the project from time to time shall be deemed to have unanimously consented to such amendment to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocations of percentages of value of existing units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI Is Hereby Amended As Follows:

ARTICLE VI

EXPANSION OF THE CONDOMINIUM

The condominium project established pursuant to the Master Deed of ASHFORD PLACE consists of Forty Two (42) units. Units 1 through 16, inclusive, have been designated as "Must be Built". Units 17 through 42, inclusive, need not be built. In addition thereto, the Developer has reserved the right to expand the Condominium up to a maximum of Sixty Six (66) condominium units pursuant to the provisions of Article IX providing for the conversion of the convertible area into condominium units or common elements. These additional units need not be built as is set forth in Article VII of the Master Deed, as amended.

Any provisions of this Master Deed notwithstanding, the number of units in the project may at the option of the Developer or its successors or assigns, from time to time be increased by the addition to the condominium of any portion of the future development and the construction of residential units there. The location, nature, appearance, design (interior and exterior) and structural components of all such additional units as may be constructed thereon shall be determined by the Developer in its sole discretion, subject only to approval by the City of Ann Arbor. Such increase in size of this condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law. Such amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value as set forth in Article V hereof shall be proportionately readjusted in order to reserve a total value of 100% for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments and percentages of value shall be made within the sole judgment of the 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 project.

Any 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 additional condominium units being added to the project by such amendment. In connection with any such amendment, the Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including but not limited to, the connection of roadways and sidewalks in the project to any roadway and

sidewalk that may be located on or planned for the area of future development and to provide access to any unit that is located on or planned for the area of future development from the roadways and sidewalks located in the project.

All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportion or reallocation of percentages of value of existing units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits hereto; provided, however, that a Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of the development. The Consolidating Master Deed when recorded shall supersede the previously recorded Master Deed and all amendments thereto. The Developer, or its successors and assigns, may in its discretion establish all or a portion of said future development as a rental development, a separate condominium project, or any other form of development. There are no restrictions on the election of the Developer to expand the project other than as explicitly set forth herein. There is no obligation on the part of the Developer to construct those condominium units designated on Exhibit "B" as "Need Not Be Built" all as is set forth in the succeeding Article in this Master Deed.

In no event shall there be any change in the percentage interests in the common elements more than six (6) years after the effective date of this Master Deed.

ARTICLE VII Is Hereby Amended As Follows:

ARTICLE VII

NON-REQUIRED CONSTRUCTION

The land comprising this condominium project has been approved by the City of Ann Arbor for the construction of up to Sixty Six (66) condominium units. As is designated in Exhibit "B", units 1 through 16, inclusive, must be built. Units 17 through 42 need not be built. Additional units which may be constructed in the convertible area indicated in Sheet 3 of Exhibit "B" need not be built. Construction of those buildings and the condominium units contained therein, together with any other condominium units up to and including the total of Sixty Six (66) condominium units as set forth in the site plan approved by the City of Ann Arbor, shall be at the sole option of the Developer and shall be subject to the Developer's uncontrolled discretion. In the event that any condominium unit labeled "need not be built" on Exhibit "B" to this Master Deed shall, at the option of the Developer, be constructed, the Developer shall file an amendment to this Master Deed redesignating such proposed construction as "must be built", and shall thereupon include in that amendment to the Master Deed a reallocation of the percentages of value applicable to the increased number of

condominium units and applying a pro-rata application of the percentage of value to each unit in accordance with the formula set forth in Article V so that the resulting total of percentages of value applied over the increased number of condominium units that "must be built" equal 100%, all as is set forth in Article V.

Second Amended Exhibit "B"

Sheets 1 through 4, sheets 9 and 10, and sheet 13, inclusive, of Exhibit "B" to this Second Amendment to the Master Deed of ASHFORD PLACE shall replace and supersede sheets 1 through 4, sheets 9 and 10, and sheet 13 of Exhibit "B" to the Master Deed, and those original sheets referred to as attached to the Master Deed shall thereupon be of no further force and effect. Exhibit "B" is hereby expanded to include sheets 15, 16 and 17.

Ratification of Master Deed

In all other respects, other than as hereinabove indicated, the Master Deed of ASHFORD PLACE, Exhibit "A" thereto and the Condominium Subdivision Plan attached thereto as Exhibit "B", all of which were recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, as amended by the First Amendment to the Master Deed thereof recorded on June 4, 1991 in Liber 2500, pages 219 through 234, inclusive, Washtenaw County Records, and identified as Washtenaw County Subdivision Plan No. 129, are hereby ratified, confirmed and redeclared.

This Second Amendment to the Master of ASHFORD PLACE is hereby executed this 26 day of August, 1991.

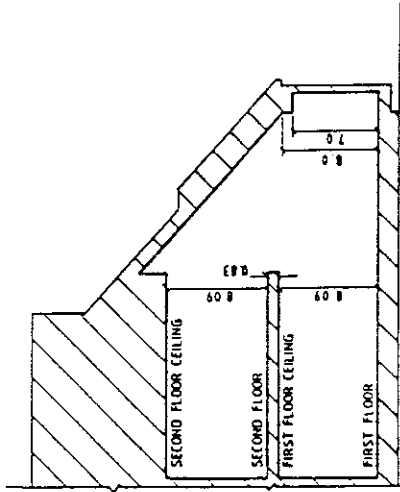
WITNESSES:

ASHFORD PLACE, INC. d/b/a
TRI-MOUNT/ASHFORD PLACE, INC.,
a Michigan corporation,

Nancy M. Parmentier
Nancy M. Parmentier
Karen S. Spier
KAREN S. SPIER




By: Stanley W. Moffitt
Stanley W. Moffitt, Secretary

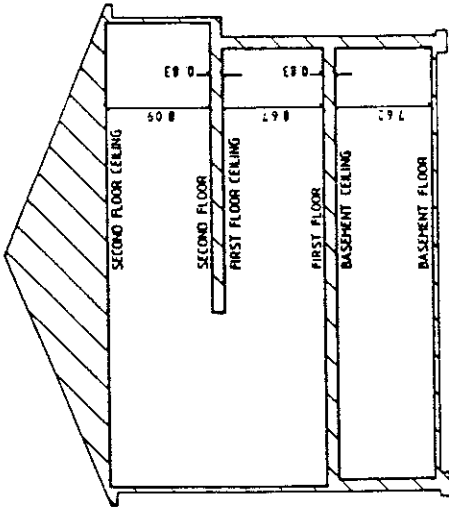
UNIT NO	FIRST FLOOR ELEVATION
1 THRU 4	966.97
5 THRU 8	967.37
9 THRU 12	969.37
17 THRU 20	969.37
19 THRU 16	970.47



SECTION A - A

PART CROSS SECTION FOR UNIT TYPE "A"

-  GENERAL COMMON ELEMENT
 -  LIMITED COMMON ELEMENT
 -  LIMITS OF OWNERSHIP
- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER EXCEPT AS SHOWN.
- SCALE 1/4" INCH = 10 FEET
- 0 5 10 15



SECTION B - B

JUNE 13, 1991

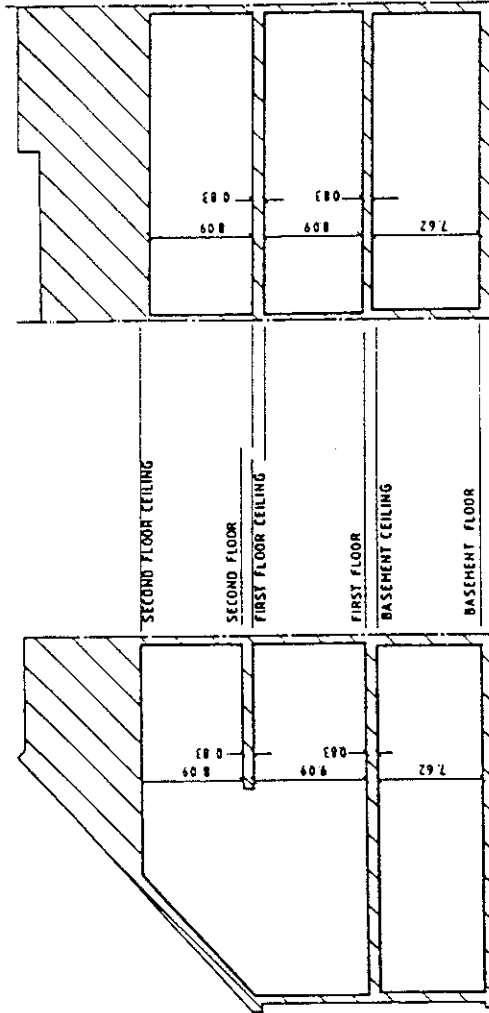
REVISIONS	DATE	BY	DESCRIPTION

ASHFORD PLACE
TYPICAL CROSS SECTION FOR UNIT TYPE "A"

TEAM
ARCHITECT
ENGINEER






UNIT NO.	FIRST FLOOR ELEVATION
1 THRU 4	966.97
5 THRU 8	967.37
9 THRU 12	969.37
17 THRU 20	969.37
23 THRU 40	970.67



SECTION D-D

SECTION C-C

-  GENERAL COMMON ELEMENT
 -  LIMITED COMMON ELEMENT
 -  LIMITS OF OWNERSHIP
- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER EXCEPT AS SHOWN

SCALE: 1/4" INCH = 1.0 FOOT



JUNE 13, 1991

REVISIONS

NO.	DATE	DESCRIPTION

ASHFORD PLACE

TYPICAL CROSS SECTIONS FOR UNIT TYPE B-D

TRINITY HOLDINGS

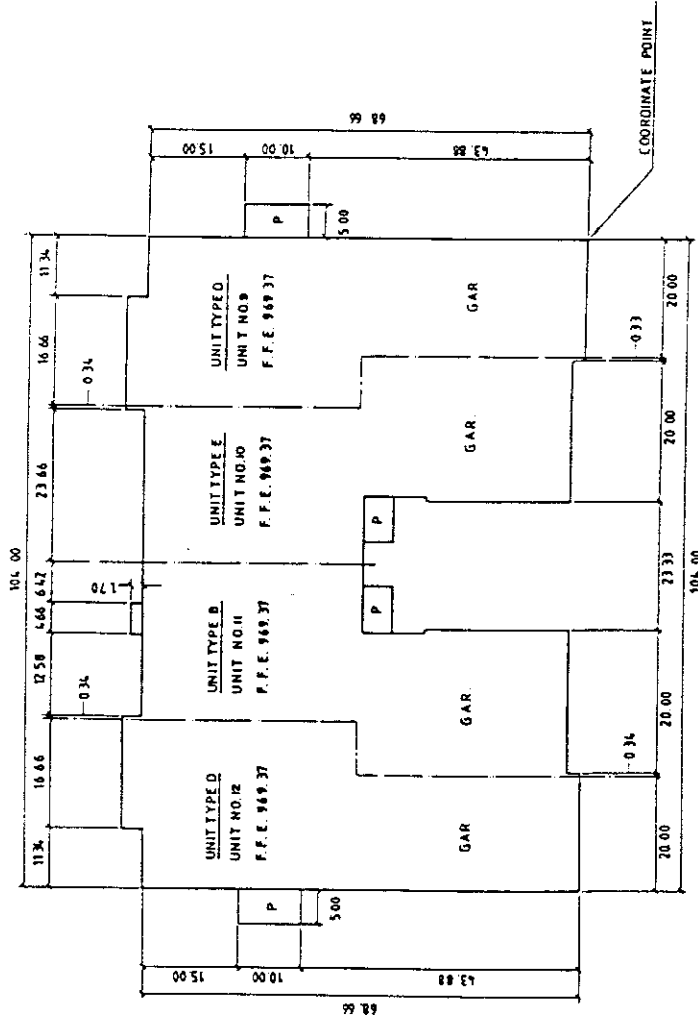
1100 EAST 11TH AVENUE
DENVER, COLORADO 80202

10



E. J. [Signature]

BUILDING BEARING N 43° 30' 14" E



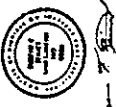
GAR DENOTES GARAGE
 FFE DENOTES FIRST FLOOR ELEVATION
 P DENOTES PORCH-LIMITED COMMON ELEMENT
 --- DENOTES CENTERLINE
 SCALE - 1/8 INCH = 10 FOOT
 0 10 20 30

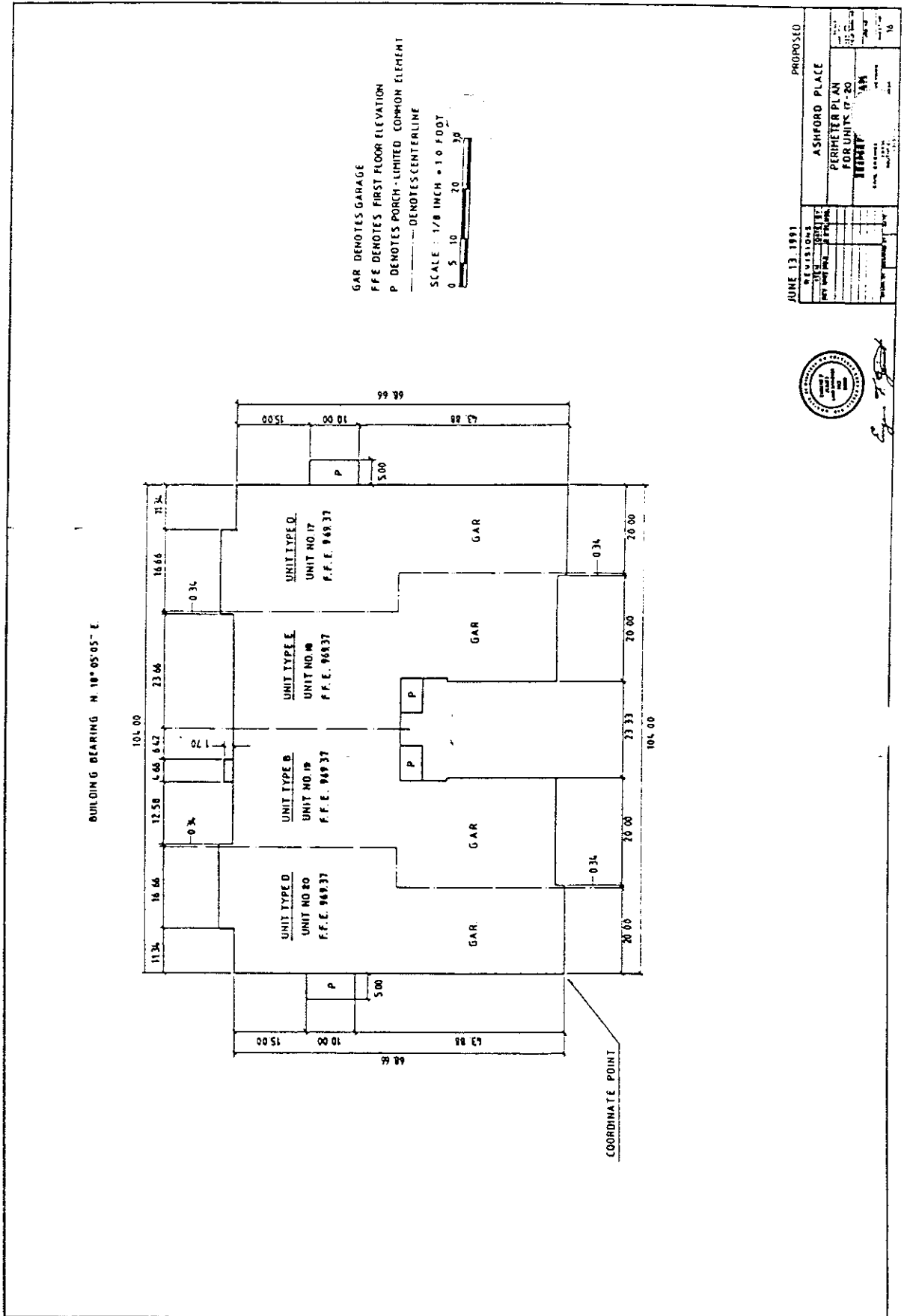
JUNE 13, 1991

REVISIONS	DATE	BY	CHKD BY

PROPOSED

ASHFORD PLACE
 PERIMETER PLAN
 FOR UNITS 9-12
 HENNINGSON
 CIVIL ENGINEERS & ARCHITECTS
 1125 14TH AVE. S.W.
 SEASIDE, CA 94132
 TEL: 415/435-1100
 FAX: 415/435-1101





11

12

13



THIRD AMENDMENT

THIRD AMENDMENT TO
MASTER DEED OF ASHFORD PLACE

ASHFORD PLACE, INC., d/b/a TRI-MOUNT/ASHFORD PLACE, INC., a Michigan corporation, hereinafter sometimes referred to as "Developer" of 41115 Jo Drive, Novi, Michigan 48375, as Developer, has established ASHFORD PLACE, a condominium project pursuant to the Master Deed thereof as recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, as amended by the First Amendment to the Master Deed thereof as recorded on June 4, 1991 in Liber 2500, pages 219 through 234, inclusive, as further amended by the Second Amendment thereof as recorded in Liber 2529, pages 540 through 555, inclusive, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 129, does hereby execute and declare this Third Amendment to the Master Deed of ASHFORD PLACE pursuant to the authority of Article VI, Article VII, Article IX, Article X and Article XVII of the Master Deed.

ARTICLE IV Is Hereby Amended As Follows:

ARTICLE IV

COMMON ELEMENTS

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

A. The General Common Elements are:

1. The land described in Article II hereof, including sidewalks and roadways but specifically excluding the approach and driveways leading from the main roadways into the garage area of each condominium unit.
2. The electrical transmission system throughout the project up to but not including the electric meter for each unit, together with common lighting for the project.
3. The gas distribution system throughout the Project up to but not including the gas meter for each unit.
4. The telephone system throughout the Project up to the point of entry to each unit.
5. The water distribution system throughout the project up to the point of connection where each unit's water line connects with a particular plumbing facility serving a particular condominium unit including that contained within unit walls. Where applicable, the water line (general common element) may pass through a condominium unit other than that served by the particular water line.
6. The sanitary sewer system throughout the project up to the point of connection with a plumbing facility which may be located in an individual condominium unit.
7. The storm drainage systems throughout the project.

8. The foundations, supporting columns, unit roofs, walls, as shown on Exhibit "B" ceilings, floor construction and furnace chimneys which protrude from the roof excluding windows and doors appurtenant to each condominium unit.

9. All elements of the project designated as general common elements in Exhibit "B" to this Master Deed.

10. Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a condominium unit which are not designated as limited common elements in Exhibit "B" or in subsection B of this Article and which are intended for common use or necessary to the existence, upkeep and safety of the project.

11. The telecommunications system, if and when it may be installed, up to but not including connections to provide service to individual units.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above may be owned by the local public authorities 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 a co-owner's interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above ("utility system") may service single buildings containing more than one condominium 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 condominium units in the subject building.

B. The Limited Common Elements are:

1. Interior surfaces of unit perimeter walls, ceilings, and floors contained within such units all of which shall be subject to the exclusive enjoyment and usage of the co-owner of each such unit.

2. All windows, doors and screens shall be limited in use to the owners of the units to which they are attached.

3. Each individual furnace, air conditioner and compressor shall be limited in use to the co-owner of the individual unit which is served by each such described appliance including all duct work and transmission lines appurtenant thereto.

4. Cooling and heating duct work, electrical wiring, floor and ceilings of each unit shall be limited in use to the co-owner who is served by such cooling and heating duct work.

5. Each building contains a single sump pump which services all of the condominium units in that building. That sump pump is a Limited Common Element limited in use to and applicable to all of the individual condominium units included in the applicable building.

6. Meters for natural gas and electricity shall be Limited Common Elements respectively pertinent to each unit for which they measure such utility service.

7. The driveway approach leading from the private drive ("Maitland Drive") servicing all of the condominium units to the garage entrance of each individual condominium unit, as indicated on Sheet 3 of Exhibit "B" to this Master Deed shall be limited in use to the co-owners whose units are served by such driveway approach.

8. Each porch and patio deck appurtenant to each condominium unit shall be limited in use to the co-owner of the applicable individual condominium unit.

9. The walkway from the driveway approach to the front porch and entranceway of each unit shall be limited in use to the co-owner of the applicable individual condominium unit.

10. Each building contains a single water meter which provides and measures water used by all of the condominium units located in each such building. That water meter is a Limited Common Element limited in use to and applicable to all of the individual condominium units included in the applicable building.

11. Those areas designated as Limited Common Elements in Sheet 3 and Sheets 5 through 10, inclusive of Exhibit "B" hereto.

C. Costs of maintenance, repair and replacement of all general common elements described in sub-paragraph A of this Article shall be borne by the Association except as noted below.

1. The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a limited common element shall be specifically assessed against the condominium unit to which that limited common element was assigned at the time the expenses are incurred. Any other unusual common expenses benefitting 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 the reasonable provisions and as is set forth in Section 69 of the Act.

2. The amount of all common expenses not specifically assessed in accordance with the foregoing shall be assessed against the condominium unit in proportion to the number of votes in the Association of Co-Owners appurtenant to each condominium unit in the manner set forth in Section 69(3) of the Act.

3. The rear decks of some of the condominium units may encroach onto an Easement granted to the City of Ann Arbor for the construction and maintenance of water mains and appurtenances thereto, storm sewers and sanitary sewers therein referred to as a Public Utility System. In the event that the City of Ann Arbor should require the removal of some or all of the decks for purposes of construction or maintenance within the utility easement, the cost of removal and replacement of the decks shall be the sole responsibility of the Association.

4. The Association shall have the specific responsibility to decorate, maintain, repair and replace the following items; the cost for these items shall be considered expenses of administration:

- a. All landscaped areas.
- b. All sidewalks and private roadways.
- c. The exterior of all buildings including trim and hardware.
- d. Mailbox and mailbox stands, if any.
- e. Rubbish removal systems, if any.
- f. All common lighting.
- g. The underground water sprinkling system.
- h. All other items as set forth in Section A above and referred to as General Common Elements.
- i. All exterior painting including windows and doors.
- j. Cost of removal or replacement of rear decks in accordance with the provisions of Subparagraph C.3.

5. Each co-owner shall have the responsibility to decorate, maintain, repair and replace the following items:

- a. All appliances within a unit and supporting hardware including but not limited to furnace, humidifier, air cleaner, air conditioning and compressor, garbage disposal, dishwasher, range and oven, vent fan, duct work, vent covers and filters and hot water heaters.
- b. Individual unit entry doors, all doors and windows (including door-walls), screens related hardware within the individual unit. Painting and decorating of the exterior of such units shall be the responsibility of the Association in accordance with the provisions of Subparagraph C.3., hereinabove.
- c. All electrical fixtures or appliances within an individual unit including but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. Any modification to the existing electrical system must be approved by the Board of Directors in writing and completed by a licensed electrician.
- d. Any electrical outlets connected to an individual unit's electrical meter but located on the exterior of a unit.
- e. All plumbing fixtures including shut-off valves, wax rings and washers located on or within an individual unit's perimeter walls.
- f. All cabinets, counters, interior doors, closet doors, sinks, tile (either floor or wall) and related hardware.
- g. All improvements or decorations including but not limited to paint, wallpaper, carpeting and trim.
- h. Individual unit drain lines located within the unit perimeter walls.
- i. All limited common elements assigned to an individual condominium unit excluding driveway approaches and driveways.

- j. All other items not specifically enumerated above which may be located within an individual unit's perimeter walls.
- k. The costs of decoration and maintenance of all surfaces referred to in Article IV B.1 shall be borne by the co-owner of each unit to which said Limited Common Elements are appurtenant.

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

ARTICLE V Is Hereby Amended As Follows:

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of ASHFORD PLACE as surveyed by ZEIMET-WOZNIAK & ASSOCIATES, INC. and attached hereto as Exhibit "B". Each condominium unit shall include all that space contained within the interior, finished, unpainted walls and ceilings and from the finished sub-floor or basement floor where applicable, and including garage area, all as is shown on the floor plans and sections in Exhibit "B" hereto. The dimensions shown on the perimeter plan in Exhibit "B" have been or will be physically measured. In the event that the dimensions on a measured perimeter plan of any specific unit, including the garage area, differ from the dimensions of the typical foundation or perimeter plan for such unit in Exhibit "B", then the typical upper-floor plan for such unit, including the garage area, shall be deemed to be automatically changed for such specific unit in elevations.

B. The percentage of value assigned to each condominium unit is set forth in subparagraph C below. The percentages of value are computed on the basis of assigning an equal percentage of value for each unit with the resulting percentages reasonably adjusted to total precisely 100%. 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 prospective co-owner in the proceeds and expenses of the administration and the value of each co-owner's vote at meetings of the Association of Co-Owners. The total value of the project is 100%. The percentage of value allocated to each condominium unit may be changed only with the unanimous consent of all co-owners expressed in an amendment to this Master Deed, duly approved and recorded, except that changes may be specifically made in the percentages of value by the Developer without the consent of any co-owners and without the consent of the mortgagee of any co-owner for the purposes of enlarging the condominium development in accordance with the provisions of Article VI so as to increase the number of condominium units and reallocate the percentage of value computed in accordance with the foregoing formula and distributed over the entire condominium development as enlarged shall not exceed and shall equal 100%, or for the purpose of increasing the number of condominium units by converting units designated as "need not be built" to "must be built". Any increase in the total number of condominium units by such redesignation shall require the Developer, without the consent of the co-owners or their mortgagees, to reallocate the percentage of value set forth below so that the total percentage of value computed in accordance with the

foregoing formula and distributed over the entire condominium development as so increased, shall not exceed and shall equal 100%. The Developer's rights to reallocate and reassign percentages of value as set forth in this paragraph shall not be limited and may be exercised by the Developer repeatedly up to but not exceeding the inclusion of the total of Sixty-Six (66) condominium units. Thereafter, the Developer's rights to reassign percentages of value without the consent of the co-owners shall expire.

C. Set forth below are:

- (1) Each condominium unit number as it appears on the Condominium Subdivision Plan.
- (2) The percentage of value assigned to each condominium unit.

<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE</u>
1	.3333
2	.3333
3	.3333
4	.3333
5	.3333
6	.3333
7	.3333
8	.3333
9	.3333
10	.3333
11	.3333
12	.3333
13	.3333
14	.3333
15	.3333
16	.3333
17	.3333
18	.3333
19	.3333
20	.3333
21	.3333
22	.3333
23	.3333
24	.3333
25	.3333
26	.3333
27	.3333
28	.3333
29	.3333
30	.3334

Each condominium unit shall have an undivided interest in the common elements proportionate to its percentage of value as hereinabove set forth in the manner provided for in Section 37 of the Act.

D. The dimensions of units and/or limited common elements appurtenant to any units described in Exhibit "B" may be modified in the Developer's sole discretion by enlargement or reduction in size by amendment affected solely by the Developer and its successors, without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the project or the view, privacy or other significant attribute or amenity of any unit which adjoins or is proximate to the modified unit of limited common element. Such modified unit shall not be constructed without the prior amendment of the Master Deed. The Developer may in connection with any such amendment, readjust percentages of value for all units in a manner which gives reasonable recognition to such unit or limited common element modification

based upon the method of original determination of percentage of value for the project. All of the co-owners and mortgagees of units or other persons interested to become interested in the project from time to time shall be deemed to have unanimously consented to such amendment to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocations of percentages of value of existing units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI Is Hereby Amended As Follows:

ARTICLE VI

EXPANSION OF THE CONDOMINIUM

The condominium project established pursuant to the Master Deed of ASHFORD PLACE consists of Forty Two (42) units. Units 1 through 30, inclusive, have been designated as "Must be Built". Units 31 through 42, inclusive, need not be built. In addition thereto, the Developer has reserved the right to expand the Condominium up to a maximum of Sixty Six (66) condominium units pursuant to the provisions of Article IX providing for the conversion of the convertible area into condominium units or common elements. These additional units need not be built as is set forth in Article VII of the Master Deed, as amended.

Any provisions of this Master Deed notwithstanding, the number of units in the project may at the option of the Developer or its successors or assigns, from time to time be increased by the addition to the condominium of any portion of the future development and the construction of residential units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional units as may be constructed thereon shall be determined by the Developer in its sole discretion, subject only to approval by the City of Ann Arbor. Such increase in size of this condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law. Such amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value as set forth in Article V hereof shall be proportionately readjusted in order to reserve a total value of 100% for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments and percentages of value shall be made within the sole judgment of the 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 project.

Any 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 additional condominium units being added to the project by such amendment. In connection with any such amendment, the Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including but not limited to, the connection of roadways and sidewalks in the project to any roadway and

sidewalk that may be located on or planned for the area of future development and to provide access to any unit that is located on or planned for the area of future development from the roadways and sidewalks located in the project.

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 unanimately consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportion or reallocation of percentages of value of existing units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits hereto; provided, however, that a Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of the development. The Consolidating Master Deed when recorded shall supersede the previously recorded Master Deed and all amendments thereto. The Developer, or its successors and assigns, may in its discretion establish all or a portion of said future development as a rental development, a separate condominium project, or any other form of development. There are no restrictions on the election of the Developer to expand the project other than as explicitly set forth herein. There is no obligation on the part of the Developer to construct those condominium units designated on Exhibit "B" as "Need Not Be Built" all as is set forth in the succeeding Article in this Master Deed.

In no event shall there be any change in the percentage interests in the common elements more than six (6) years after the effective date of this Master Deed.

ARTICLE VII Is Hereby Amended As Follows:

ARTICLE VII

NON-REQUIRED CONSTRUCTION

The land comprising this condominium project has been approved by the City of Ann Arbor for the construction of up to Sixty Six (66) condominium units. As is designated in Exhibit "B", units 1 through 30, inclusive, must be built. Units 31 through 42 need not be built. Additional units which may be constructed in the convertible area indicated in Sheet 3 of Exhibit "B" need not be built. Construction of those buildings and the condominium units contained therein, together with any other condominium units up to and including the total of Sixty Six (66) condominium units as set forth in the site plan approved by the City of Ann Arbor, shall be at the sole option of the Developer and shall be subject to the Developer's uncontrolled discretion. In the event that any condominium unit labeled "need not be built" on Exhibit "B" to this Master Deed shall, at the option of the Developer, be constructed, the Developer shall file an amendment to this Master Deed redesignating such proposed construction as "must be built", and shall thereupon include in that amendment to the Master Deed a reallocation of the percentages of value applicable to the increased number of condominium units and applying a pro-rata application of the percentage of value to each unit in accordance with the formula set forth in Article V so that the

resulting total of percentages of value applied over the increased number of condominium units that "must be built" equal 100%, all as is set forth in Article V.

Third Amended Exhibit "B"

Sheets 1 through 4, sheets 9, 10 and 11 and sheets 13 through 17, inclusive, of Exhibit "B" to this Third Amendment to the Master Deed of ASHFORD PLACE shall replace and supersede sheets 1 through 4, sheets 9, 10 and 11 and sheets 13 through 17, inclusive, of Exhibit "B" to the Master Deed, as amended, and those original sheets referred to as attached to the Master Deed, as amended, shall thereupon be of no further force and effect. Exhibit "B" is hereby expanded to include sheets 18 through 22 inclusive.

Ratification of Master Deed

In all other respects, other than as hereinabove indicated, the Master Deed of ASHFORD PLACE, Exhibit "A" thereto and the Condominium Subdivision Plan attached thereto as Exhibit "B", all of which were recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, as amended by the First Amendment to the Master Deed thereof recorded on June 4, 1991 in Liber 2500, pages 219 through 234, inclusive, as further amended by the Second Amendment to the Master Deed thereof recorded in Liber 2529, pages 540 through 553, inclusive, Washtenaw County Records, and identified as Washtenaw County Subdivision Plan No. 129, are hereby ratified, confirmed and redeclared.

This Third Amendment to the Master of ASHFORD PLACE is hereby executed this 7-11 day of December, 1991.

WITNESSES:

ASHFORD PLACE, INC. d/b/a
TRI-MOUNT/ASHFORD PLACE, INC.,
a Michigan corporation,

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

By: Stanley M. Moffitt
Stanley M. Moffitt, Secretary

SURVEYOR'S CERTIFICATE:

I, EUGENE F. ZEIMET, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTEHAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 123 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS:

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978;
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978;
 THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1978.

NOV. 13, 1991
 DATE
 EUGENE F. ZEIMET
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 9209
 ZEIMET WOZNAK & ASSOC. INC.
 28450 FRANKLIN ROAD
 SOUTHFIELD, MICHIGAN 48034

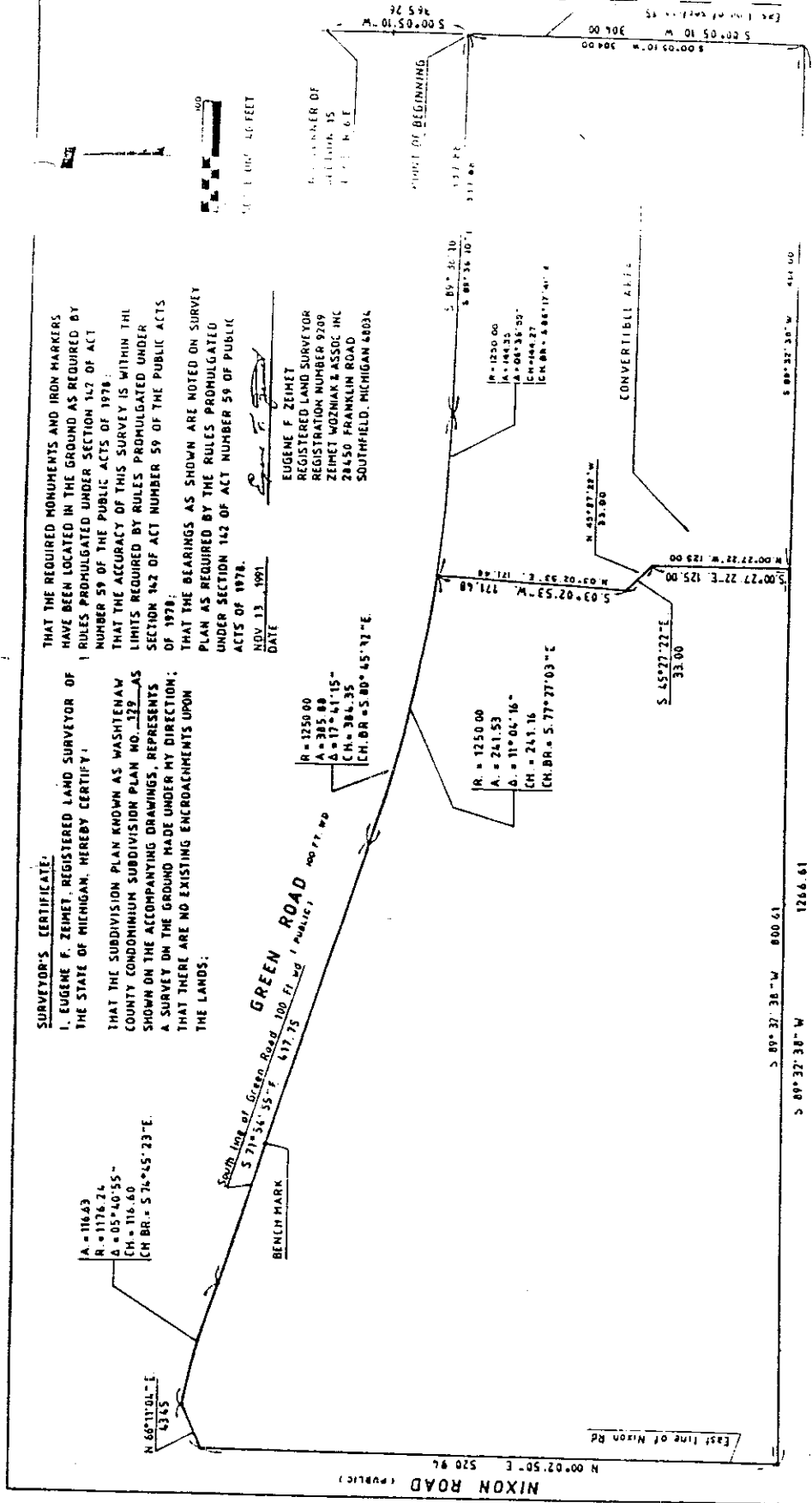
A = 116.43
 R = 1176.24
 Δ = 05°40'55"
 CH = 116.60
 CH.BR. = S 76°45'23"E

GREEN ROAD 100 FT. W.D.
 1 PUBLIC
 S 71°34'55"E
 477.75
 BENCHMARK

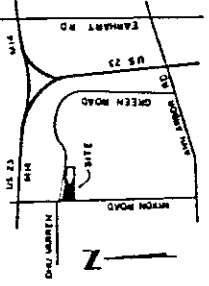
R = 1250.00
 A = 305.88
 Δ = 17°41'15"
 CH = 306.35
 CH.BR. = S 80°45'12"E

R = 1250.00
 A = 241.53
 Δ = 11°04'16"
 CH = 241.16
 CH.BR. = S 77°27'03"E

R = 1250.00
 A = 144.35
 Δ = 04°35'52"
 CH = 144.27
 CH.BR. = S 86°17'41"E



NOTE:
 * DENOTES IRON BAR
 ○ DENOTES CONCRETE MONUMENT
 BENCHMARK EXISTING GATE VALVE & WELL RIM ELEVATION 962.90
 U.S.G.S. DATUM
 BEARINGS ARE IN RELATION TO FOREST HILLS SUBDIVISION NO. 2
 RECORDED IN LIBER 17 PAGES 12 THRU 14



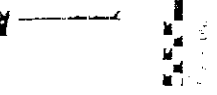
LOCATION MAP
 NO SCALE



NOV. 13, 1991

DATE	NOV. 13, 1991
BY	E.F. ZEIMET
CHECKED BY	
APPROVED BY	
TITLE	SUBDIVISION PLAN
PROJECT	WASHTEHAW
CLIENT	WASHTEHAW

PROPOSED
 ALFORD PLACE



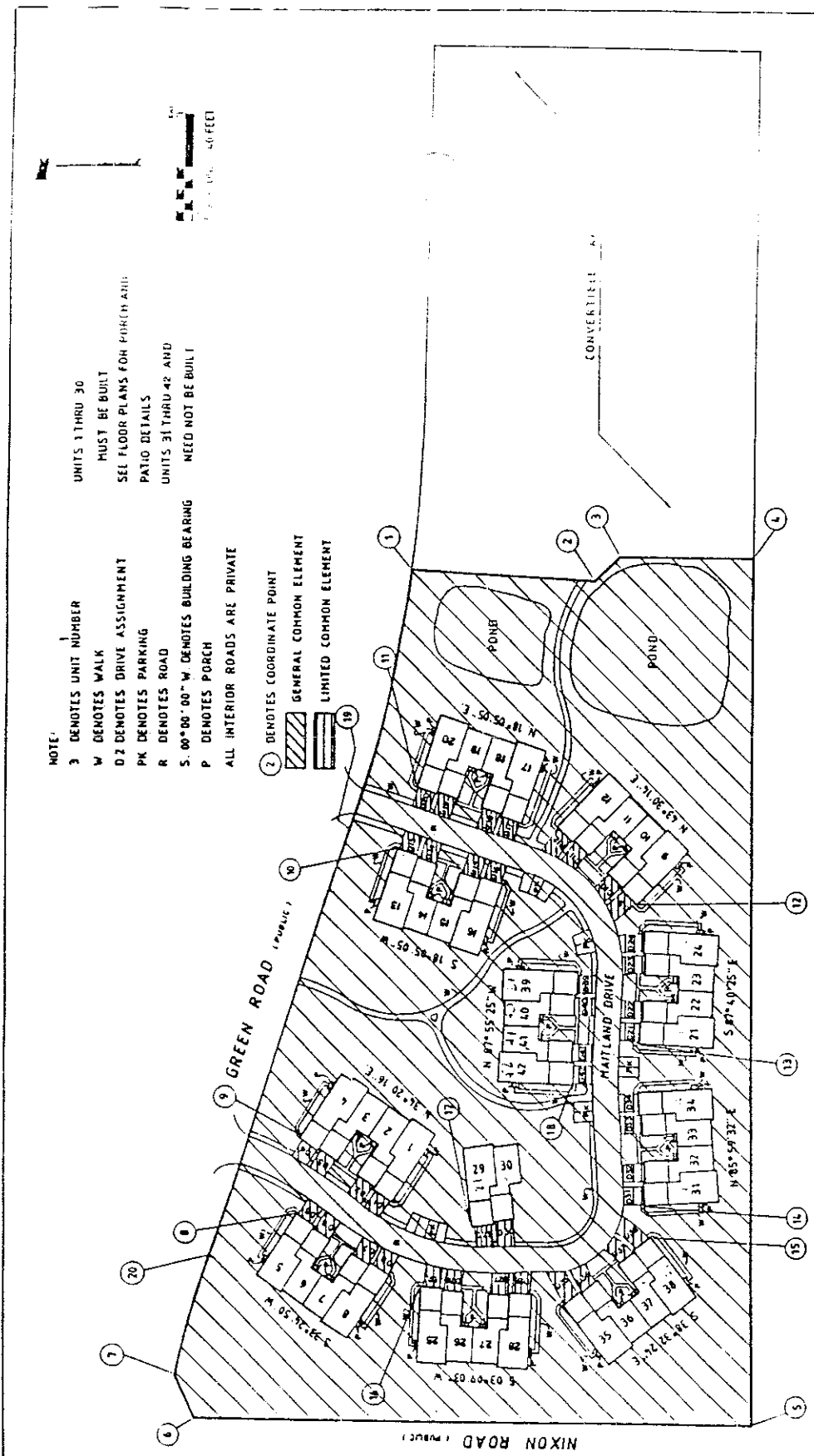
NOTE:

- 3 DENOTES UNIT NUMBER
- W DENOTES WALK
- D2 DENOTES DRIVE ASSIGNMENT
- PK DENOTES PARKING
- R DENOTES ROAD
- S. 00° 00' 00" W DENOTES BUILDING BEARING
- P DENOTES PORCH
- ALL INTERIOR ROADS ARE PRIVATE

UNITS 1 THRU 30
MUST BE BUILT
SEE FLOOR PLANS FOR FURTHER
PATHO DETAILS

UNITS 31 THRU 42 AND
NEED NOT BE BUILT

2 DENOTES COORDINATE POINT
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT



PT	COORDINATE POINTS							
	NORTH	EAST	PT	NORTH	EAST	PT	NORTH	EAST
1	4866.39	4517.61	7	4859.13	3772.60	13	4428.07	4084.20
2	4475.16	4508.49	8	4745.85	3925.24	14	4421.13	3936.16
3	4452.01	4532.01	9	4742.83	3995.88	15	4415.20	3904.99
4	4327.01	4533.00	10	4625.98	4261.90	16	4629.83	3858.18
5	4370.64	3732.42	11	4638.47	4319.29	17		

70 48A



REV 13 1973

PROPOSED

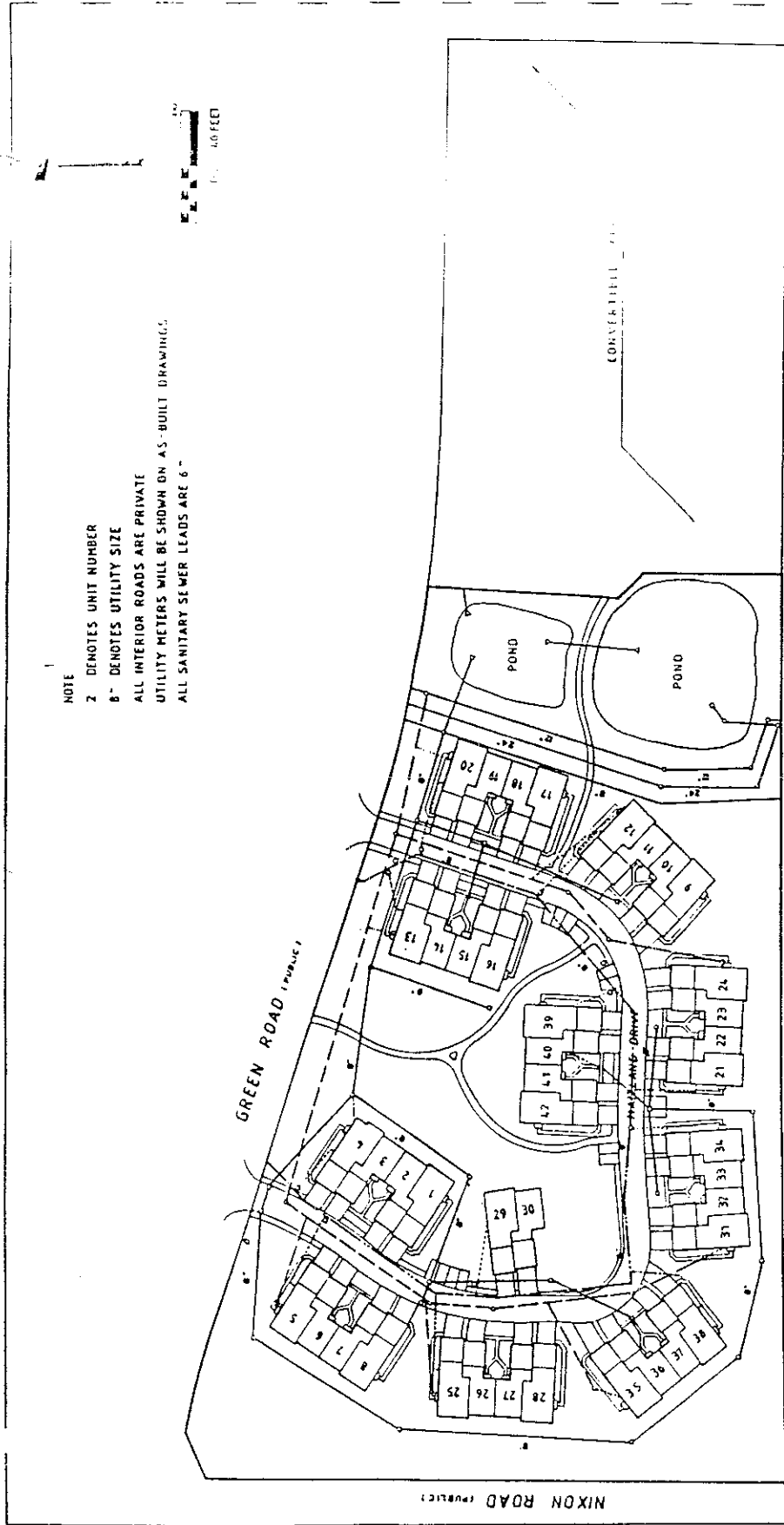
CONTRACT PLACE

PLAN

DATE

SCALE

PROJECT



NOTE
 2 DENOTES UNIT NUMBER
 8" DENOTES UTILITY SIZE
 ALL INTERIOR ROADS ARE PRIVATE
 UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 ALL SANITARY SEWER LEADS ARE 6"



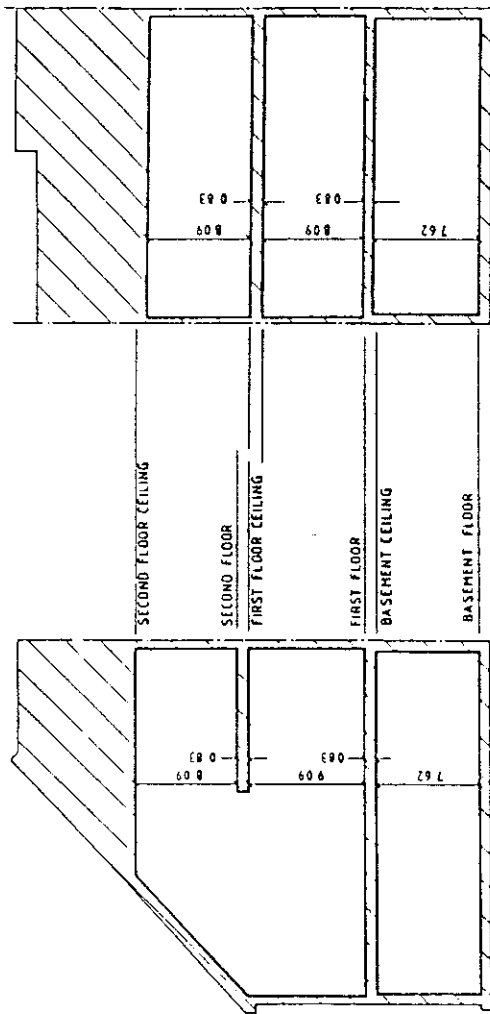
SOURCE OF LOCATION
 ZEIMET WOZNIAK & ASSOC., INC.
 ZEIMET WOZNIAK & ASSOC., INC.
 ZEIMET WOZNIAK & ASSOC., INC.
 CONSUMERS POWER CO.
 DETROIT EDISON CO.
 MICHIGAN BELL TELEPHONE CO.

UTILITY	LEGEND
SANITARY SEWER	---
STORM SEWER	---
WATER MAIN	---
GAS	---
POWER	---
TELEPHONE	---
CABLE	---

FIG. 131-1991
 DATE: 11/11/91
 PROJECT: ZIMMARD PLACE
 TITLE: PLAN
 DRAWN BY: JAMES WOZNIAK

WILL BE SHOWN
 ON AS-BUILT DRAWINGS

UNIT NO.	FLOOR	SECTION
1 THRU 4		
5 THRU 8		
9 THRU 12		
13 THRU 20		
21 THRU 24		
25 THRU 28		
29 THRU 30		
31 THRU 34		
35 THRU 36		
39 THRU 42		



SECTION D-D

SECTION C-C

- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - LIMITS OF OWNERSHIP
- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER EXCEPT AS SHOWN
- SCALE: 1/4" INCH = 1.0 FOOT
- 0 5 10 15

PROPOSED

APPROVED PLACE

TOP OF SECTION

DATE: 11/11/2011

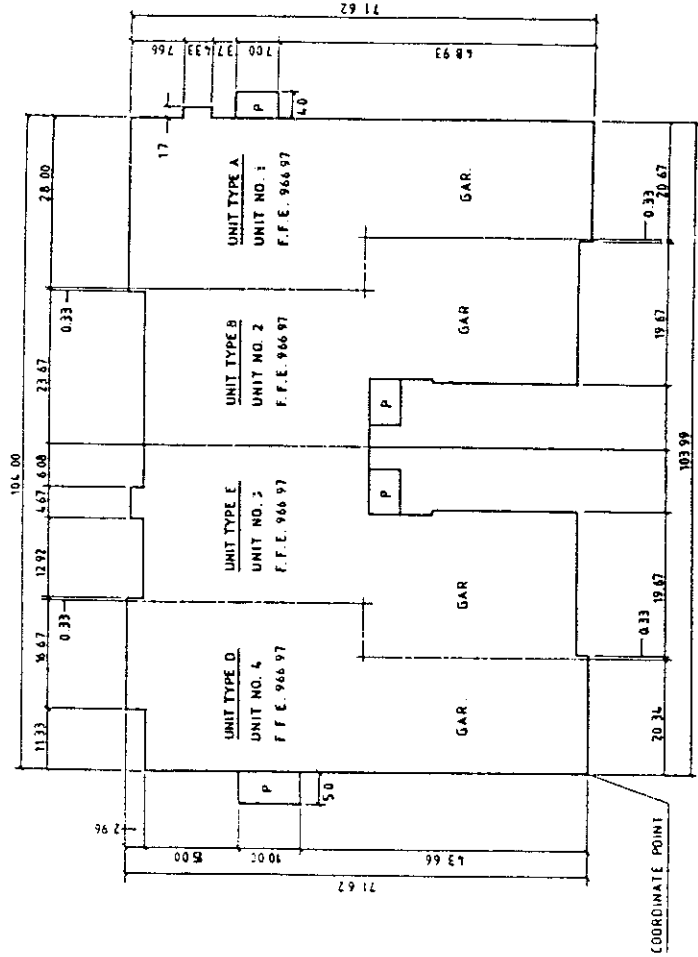
PROJECT: 1111111111

DESIGNER: 1111111111

1111111111



BUILDING BEARING N 34° 20' 16" E



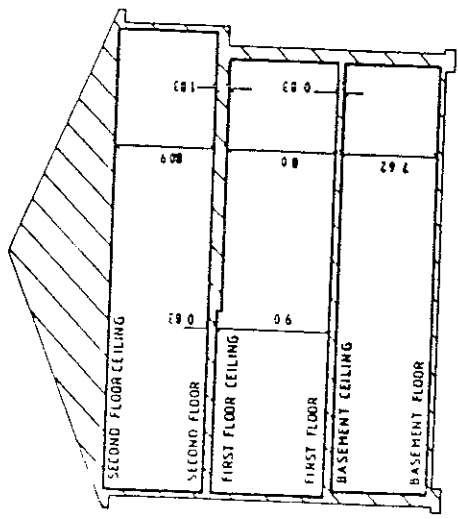
GAR GARAGES
 F.F.E. FINISHED FLOOR ELEVATION
 P. PLANTES POSITION OF PLANTER ELEMENT
 DEC 10 1991

SCALE 1/8" = 1'-0" FOOT
 0 5 10



NOV 13 1991
 PROPOSED
 1000 RICHMOND PLACE
 1ST FLOOR PLAN
 1000 RICHMOND PLACE
 1000 RICHMOND PLACE
 1000 RICHMOND PLACE

UNIT NO	FIN. FLOOR ELEVATION
1 THRU 4	
5 THRU 8	
9 THRU 12	
13 THRU 16	
17 THRU 20	
21 THRU 24	
25 THRU 28	
29 THRU 32	
33 THRU 36	
37 THRU 40	
41 THRU 44	



GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP
 ALL OWNERSHIP LINES ARE 5/8" THICK UNLESS OTHERWISE NOTED
 SCALE: 1/4" INCH = 10 FEET
 0 5 10 15

SECTION E-E

NOV 13 1993

REVISED DATE: _____

PROJECT NUMBER: _____

SECTION: _____

PREPARED BY: _____

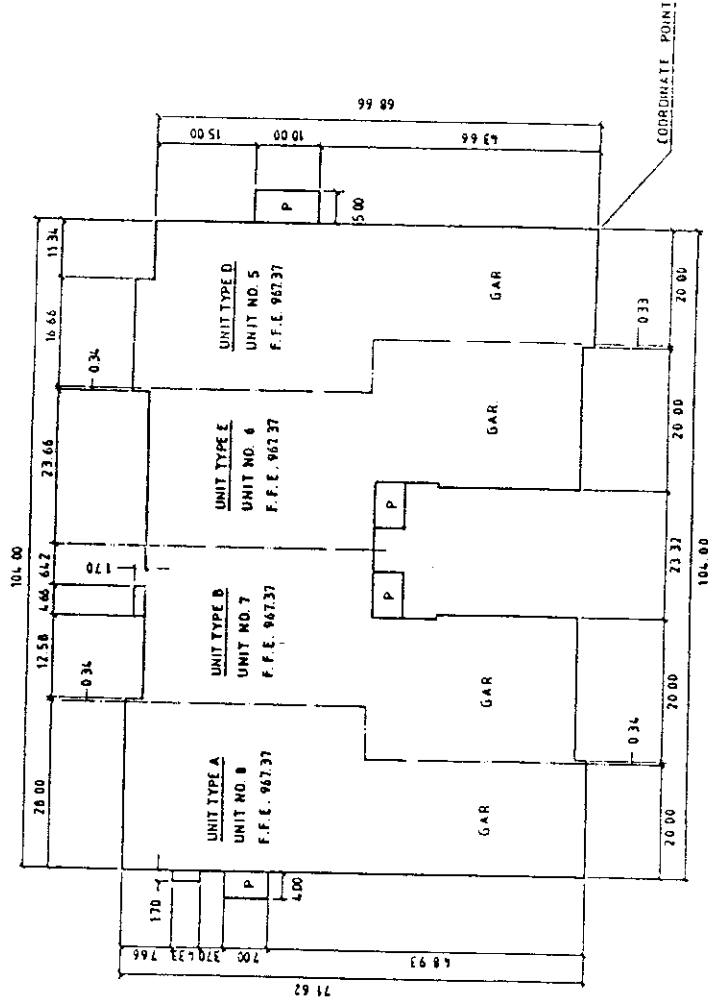
CHECKED BY: _____

DATE: _____

PROPOSED



BUILDING BEARING S 33°24'50"W.



GAR DENOTES GARAGE
 F.F.E. DENOTES FIRE ESCAPE ELEVATION
 P DENOTES PANTRY
 SCALE 1/8" = 1'-0"

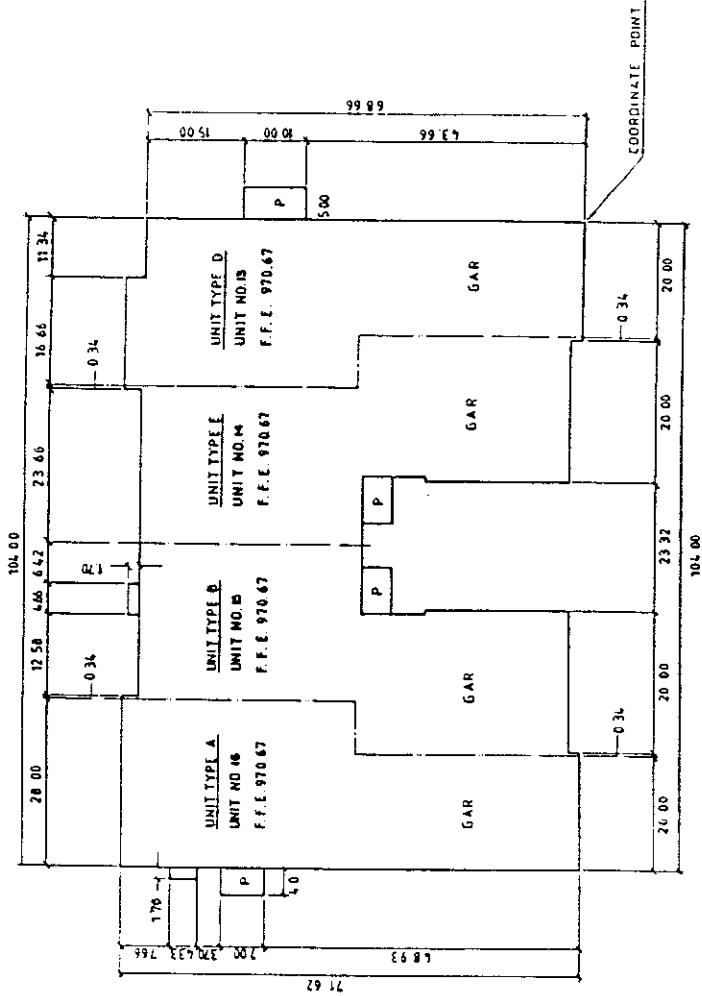
NOV 13 1991

PROPOSED

APPLICANT	APPLICANT PLACE
PROJECT	PROJECT
DATE	DATE
SCALE	SCALE
BY	BY
CHECKED	CHECKED
DATE	DATE



BUILDING BEARING S 18° 05' 05" W



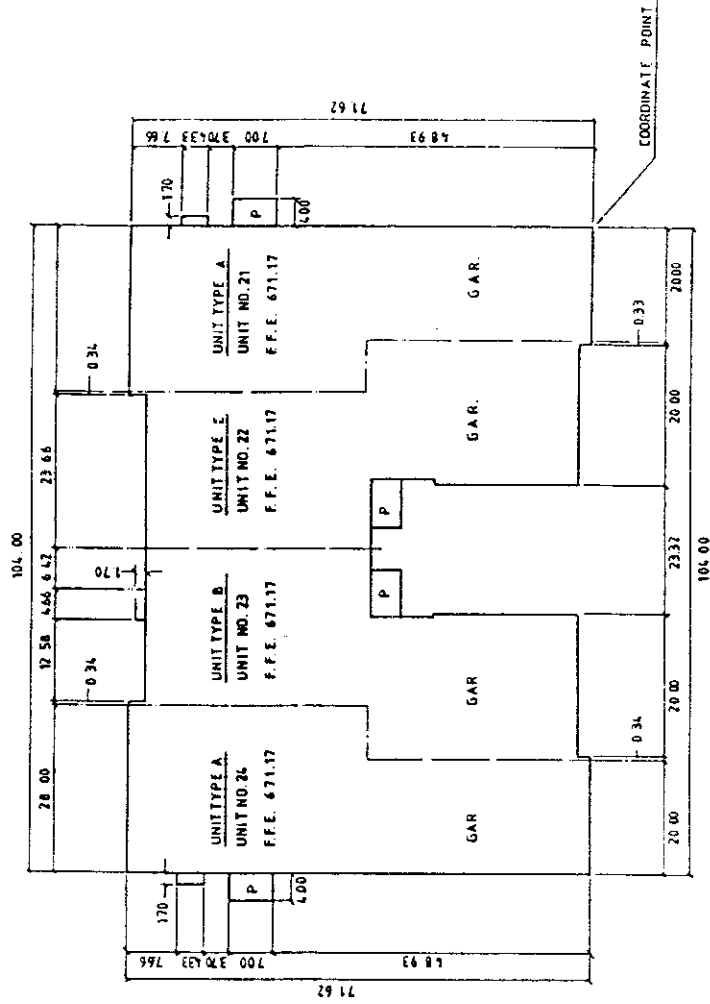
GAR DENOTES GARAGE
F.F.E. DENOTES FIRE ESCAPE EVALUATION
P DENOTES POSITION OF ELECTRICAL ELEMENT
----- DENOTES ELECTRICAL

SCALE 1/8" = 1'-0"
0 5 10



NOV 13 1991
PROPOSED
2501 15th PLACE
FLORIDA PLAN
100 00 00 00
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 12345

BUILDING BEARING S 87°40'25" E.



GAR DENOTES GARAGE
 F.F.E DENOTES FIRST FLOOR ELEVATION
 C DENOTES COMMON LIMITED COMMON ELEMENT
 SCALE 1/8" = 1'-0" (VERTICAL)
 1/4" = 1'-0" (HORIZONTAL)

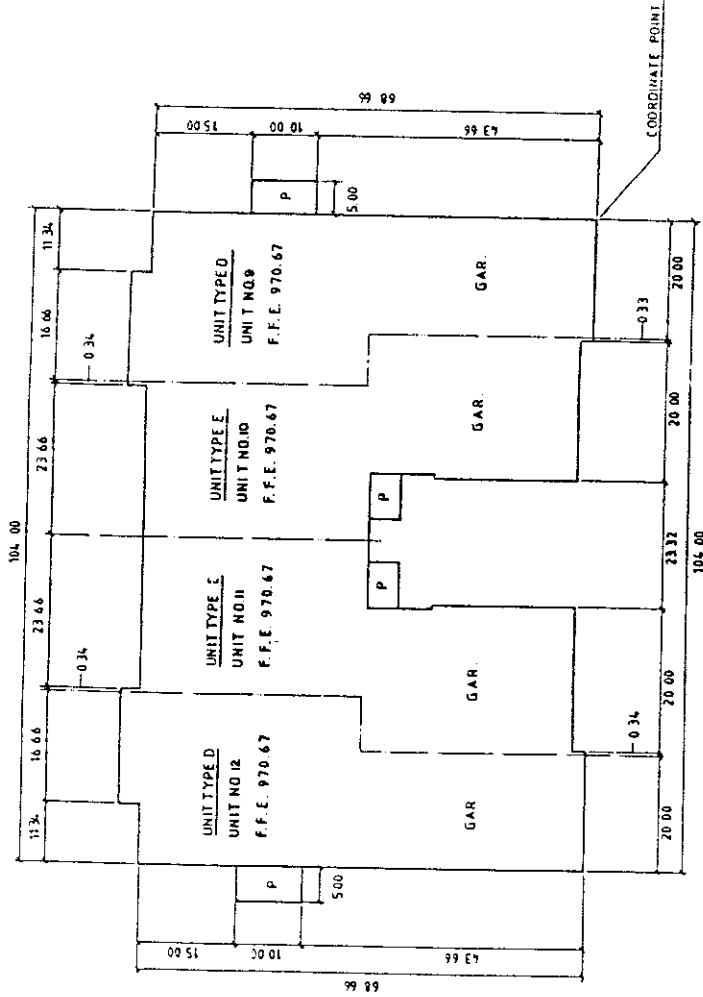
NO. 13 1987



PROJECT NO.	ASHTON PLACE
SHEET NO.	UNIT PLAN
DATE	JULY 21, 87
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	
DATE	

PROPOSED

BUILDING BEARING N 43° 30' 14" E



GAR DETAIL
 F.F.E. BEHIND
 P. DETAIL FROM ELEMENT
 SCALE 1/8" = 1'-0"
 D.C. 10



NOV 13 1993

PROPOSED

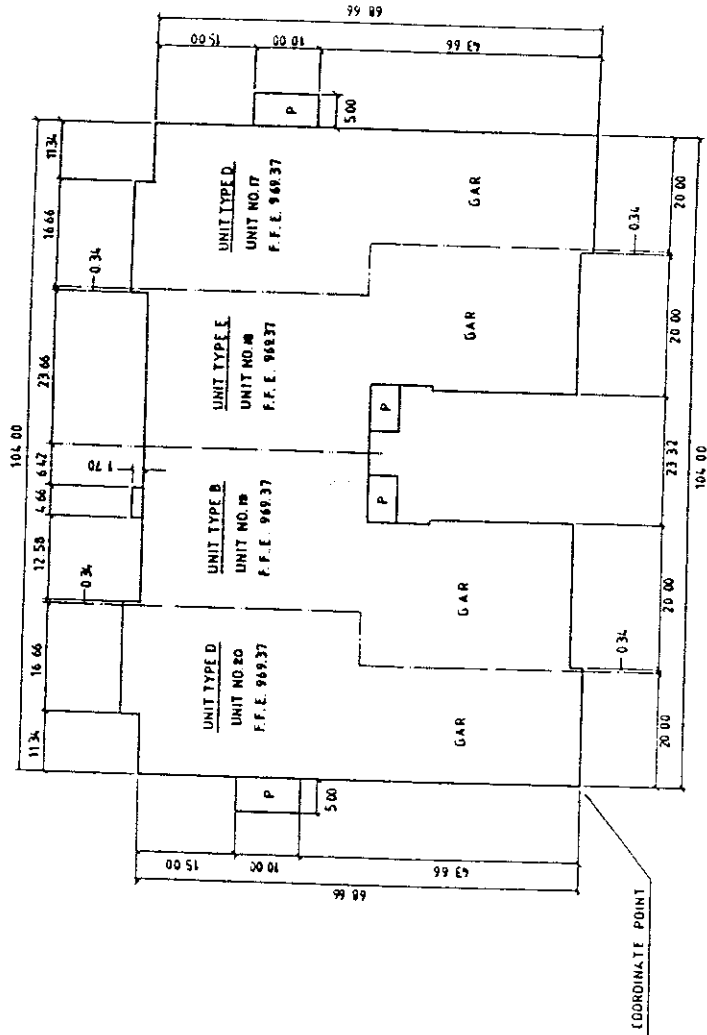
ASHHURD PLACE

PERIMETER PLAN

1/8" = 1'-0"

11/13/93

BUILDING BEARING N 10° 05' 05" E

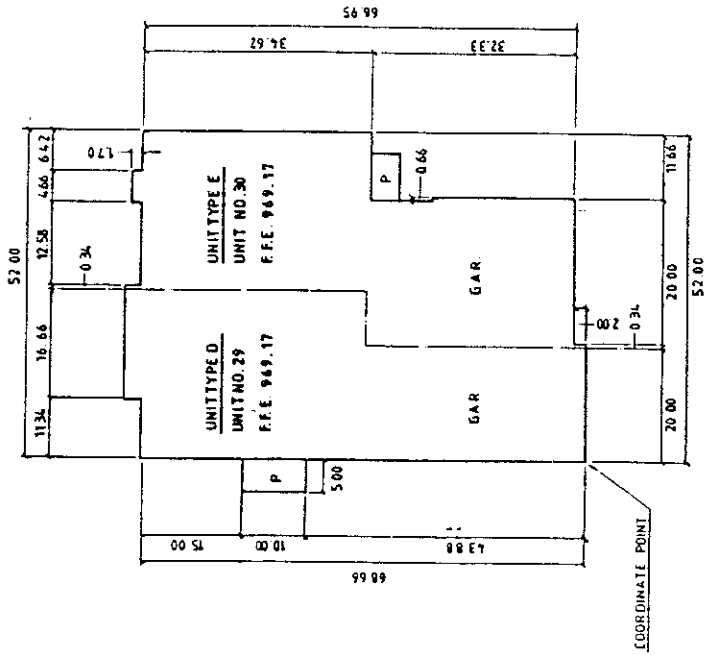


GAR DENOTES GARAGE
 F.F.E. DENOTES FINISHED FLOOR ELEVATION
 P DENOTES PANTRY
 COMMON ELEMENT
 SCALE 1/2" = 1'-0"



NOV 14 1991	PROPOSED
DATE	STATUS
PROJECT NO.	GRID PLACE
OWNER	DATE
DESIGNER	DATE
CHECKER	DATE
APPROVER	DATE

BUILDING BEARING N.06°51'22" W.



GAR DENOTES GARAGE
FFE DENOTES FIRST FLOOR ELEVATION
P DENOTES PORCH FINISH ELEVATION
--- DENOTES CENTER LINE
SCALE : 1/8" INCH = 10 FEET



NOV 13 1991	PROPOSED
DATE	NOV 13 1991
BY	ALMERGE PLACE
CHECKED	
DATE	
PROJECT NO.	
SCALE	
PROJECT NAME	
PROJECT ADDRESS	
PROJECT CITY	
PROJECT STATE	
PROJECT ZIP	

FOURTH AMENDMENT

FOURTH AMENDMENT TO THE

Nov 30 12 51 PM '92

MASTER DEED OF
ASHFORD PLACE

PEGGY D. HARRIS
COUNTY CLERK/REGISTRAR

(Act 59 of the Public Acts of 1978 as amended)

ASHFORD PLACE, INC., d/b/a TRI-MOUNT/ASHFORD PLACE DEVELOPMENT CO., INC., a Michigan corporation, hereinafter sometimes referred to as "Developer", of 41115 Jo Drive, Novi, Michigan 48375, as Developer, has established ASHFORD PLACE, a condominium project established pursuant to the Master Deed thereof as recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, as amended by the First Amendment to the Master Deed as recorded on June 4, 1991 in Liber 2500, pages 219 through 234, as amended by the Second Amendment to the Master Deed as recorded in Liber 2529, pages 540 through 555, inclusive as further amended by the Third Amendment to the Master Deed recorded on January 9, 1992 in Liber 2572, pages 216 through 242, inclusive, Washtenaw County Records and designated as Washtenaw County Condominium Subdivision Plan No. 129, does hereby execute and declare this Fourth Amendment to the Master Deed of ASHFORD PLACE pursuant to the authority of Article VI, Article VII, Article IX, Article X and Article XVII of the Master Deed.

Article V is Hereby Amended as Follows:

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of ASHFORD PLACE as surveyed by ZEIMET-WOZNIAK & ASSOCIATES, INC. and attached hereto as Exhibit "B". Each condominium unit shall include all that space contained within the interior, finished, unpainted walls and ceilings and from the finished sub-floor or basement floor where applicable, and including garage area, all as is shown on the floor plans and sections in Exhibit "B" hereto. The dimensions shown on the perimeter plan in Exhibit "B" have been or will be physically measured. In the event that the dimensions on a measured perimeter plan of any specific unit, including the garage area, differ from the dimensions of the typical foundation or perimeter plan for such unit in Exhibit "B", then the typical upper-floor plan for such unit, including the garage area, shall be deemed to be automatically changed for such specific unit in elevations.

B. The percentage of value assigned to each condominium unit is set forth in subparagraph C below. The percentages of value are computed on the basis of assigning an equal percentage of value for each unit with the resulting percentages reasonably adjusted to total precisely 100%. 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 prospective co-owner in the proceeds and expenses of the administration and the value of each co-owner's vote at meetings of the Association of Co-Owners. The total value of the project is 100%. The percentage of value allocated to each condominium unit may be changed only with the unanimous consent of all co-owners expressed in an amendment to this Master Deed, duly approved and recorded, except that changes may be specifically made in the percentages of value by the Developer without the consent of any co-owners and without the consent of the mortgagee of any co-owner for the purposes of enlarging the condominium development in accordance with the provisions of Article VI so as to increase the number of

condominium units and reallocate the percentage of value computed in accordance with the foregoing formula and distributed over the entire condominium development as enlarged shall not exceed and shall equal 100%, or for the purpose of increasing the number of condominium units by converting units designated as "need not be built" to "must be built". Any increase in the total number of condominium units by such redesignation shall require the Developer, without the consent of the co-owners or their mortgagees, to reallocate the percentage of value set forth below so that the total percentage of value computed in accordance with the foregoing formula and distributed over the entire development as so increased shall not exceed and shall equal 100%. The Developer's rights to reallocate and reassign percentages of value as set forth in this paragraph shall not be limited and may be exercised by the Developer repeatedly up to but not exceeding the inclusion of the total of Sixty-Six (66) condominium units. Thereafter, the Developer's rights to reassign percentages of value without the consent of the co-owners shall expire.

C. Set forth below are:

- (1) Each condominium unit number as it appears on the Condominium Subdivision Plan.
- (2) The percentage of value assigned to each condominium unit.

<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE</u>
1	2.3809
2	2.3809
3	2.3809
4	2.3809
5	2.3809
6	2.3809
7	2.3809
8	2.3809
9	2.3809
10	2.3809
11	2.3809
12	2.3809
13	2.3809
14	2.3809
15	2.3809
16	2.3809
17	2.3809
18	2.3809
19	2.3809
20	2.3809
21	2.3809
22	2.3809
23	2.3809
24	2.3809
25	2.3809
26	2.3809
27	2.3809
28	2.3809
29	2.3809
30	2.3809
31	2.3809
32	2.3809
33	2.3809
34	2.3809
35	2.3809
36	2.3809
37	2.3809
38	2.3809
39	2.3809
40	2.3809
41	2.3809
42	2.3831

Each condominium unit shall have an undivided interest in the common elements proportionate to its percentage of value as hereinabove set forth in the manner provided for in Section 37 of the Act.

D. The dimensions of units and/or limited common elements appurtenant to any units described in Exhibit "B" may be modified in the Developer's sole discretion by enlargement or reduction in size by amendment affected solely by the Developer and its successors, without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the project or the view, privacy or other significant attribute or amenity of any unit which adjoins or is proximate to the modified unit of limited common element. Such modified unit shall not be constructed without the prior amendment of the Master Deed. The Developer may in connection with any such amendment, readjust percentages of value for all units in a manner which gives reasonable recognition to such unit or limited common element modification based upon the method of original determination of percentage of value for the project. All of the co-owners and mortgagees of units or other persons interested to become interested in the project from time to time shall be deemed to have unanimously consented to such amendment to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocations of percentages of value of existing units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI Is Hereby Amended As Follows:

ARTICLE VI

Expansion of the Condominium

The condominium project established pursuant to the Master Deed of ASHFORD PLACE consists of Forty Two (42) units, all of which have been designated as "Must be Built". In addition thereto, the Developer has reserved the right to expand the Condominium up to a maximum of Sixty Six (66) condominium units pursuant to the provisions of Article IX providing for the conversion of the convertible area into condominium units or common elements. These additional units need not be built as is set forth in Article VII of the Master Deed, as amended.

Any provisions of this Master Deed notwithstanding, the number of units in the project may at the option of the Developer or its successors or assigns, from time to time be increased by the addition to the condominium of any portion of the future development and the construction of residential units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional units as may be constructed thereon shall be determined by the Developer in its sole discretion, subject only to approval by the City of Ann Arbor. Such increase in size of this condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law. Such amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value as set forth in Article V hereof shall be proportionately readjusted in order to reserve a total value of 100% for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments and percentages of value shall be made within the sole judgment of the 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 project.

Any 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 additional condominium units being added to the project by such amendment. In connection with any such amendment, the Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including but not limited to, the connection of roadways and sidewalks in the project to any roadway and sidewalk that may be located on or planned for the area of future development and to provide access to any unit that is located on or planned for the area of future development from the roadways and sidewalks located in the project.

All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportion or reallocation of percentages of value of existing units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits hereto; provided, however, that a Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of the development. The Consolidating Master Deed when recorded shall supersede the previously recorded Master Deed and all amendments thereto. The Developer, or its successors and assigns, may in its discretion establish all or a portion of said future development as a rental development, a separate condominium project, or any other form of development. There are no restrictions on the election of the Developer to expand the project other than as explicitly set forth herein. There is no obligation on the part of the Developer to construct those condominium units designated on Exhibit "B" as "Need Not Be Built" all as is set forth in the succeeding Article in this Master Deed.

In no event shall there be any change in the percentage interests in the common elements more than six (6) years after the effective date of this Master Deed.

Article VII is Hereby Amended As Follows:

ARTICLE VII

NON-REQUIRED CONSTRUCTION

The land comprising this condominium project has been approved by the City of Ann Arbor for the construction of up to Sixty Six (66) condominium units. As is designated in Exhibit "B", units 1 through 42, inclusive, must be built. Additional units which may be constructed in the convertible area indicated in Sheet 3 of Exhibit "B" need not be built. Construction of those buildings and the condominium units contained therein, together with any other condominium units up to and including the total of Sixty Six (66) condominium units as set forth in the site plan approved by the City of Ann Arbor, shall be at the sole option of the Developer and shall be subject to the Developer's uncontrolled discretion.

In the event that any condominium unit labeled "need not be built" on Exhibit "B" to this Master Deed shall, at the option of the Developer, be constructed, the Developer shall file an amendment to this Master Deed redesignating such proposed construction as "must be built", and shall thereupon include in that amendment to the Master Deed a reallocation of the percentages of value applicable to the increased number of condominium units and applying pro-rata application of the percentage of value to each unit in accordance with the formula set forth in Article V so that the resulting total of percentages of value applied over the increased number of condominium units that "must be built equal 100%, all as is set forth in Article V.

Fourth Amended Exhibit "B"


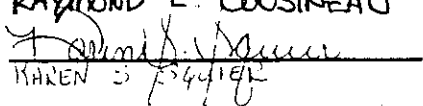
Sheets 1 through 4, inclusive, of Exhibit "B" to this Fourth Amendment of ASHFORD PLACE shall replace and supersede to the Master Deed sheets 1 through 4, inclusive, of Exhibit "B" to the Master Deed, as amended, and those original sheets referred to as attached to the Master Deed, as amended, shall thereupon be of no further force and effect.

Ratification of Master Deed

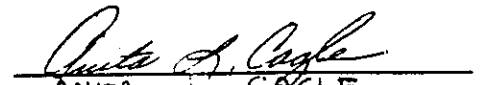
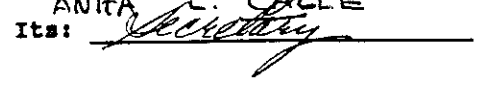
In all other respects, other than as hereinabove indicated, the Master Deed of ASHFORD PLACE, Exhibit "A" thereto and the Condominium Subdivision Plan attached thereto as Exhibit "B", all of which were recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, as amended by the First Amendment to the Master Deed thereof recorded on June 4, 1991 in Liber 2500, pages 219 through 234, inclusive, as further amended by the Second Amendment to the Master Deed thereof recorded in Liber 2529, page 540 through 555, inclusive, as further amended by the Third Amendment to the Master Deed thereof recorded in Liber 2572, pages 216 through 242, inclusive, Washtenaw County Records, and identified as Washtenaw County Subdivision Plan No. 129, are hereby ratified, confirmed and redeclared.

This Fourth Amendment to the Master Deed of ASHFORD PLACE is hereby executed this 7th day of OCTOBER, 1992.

WITNESSED BY:


RAYMOND L. COUSINEAU

KAREN S. F. 44182

ASHFORD PLACE, INC., d/b/a
TRI-MOUNT/ASHFORD PLACE, Development
INC., a Michigan corporation,

By: 
ANITA L. CAGLE
Its: 

State of Michigan)
County of Oakland) ss

On this 7th day of SEPTEMBER, 1992, before me, a notary public in and for said county, personally appeared ANITALC'AGLE secretary, to me personally known, who being by me duly sworn, did say that he is the person named in and who executed the within instrument, and that said instrument was signed by himself as his free act and deed on behalf of ASHFORD PLACE, INC., d/b/a TRI-MOUNT/ASHFORD PLACE/ INC. Development Co.

[Signature]
Notary Public, Washtenaw County
Mich. My commission expires: OAKLA
COUN

KAREN S. SQUIER
Notary Public, Livingston County, MI
My Commission Expires June 7, 1995
Acting in Washtenaw County
OAKLAND COUNTY

DRAFTED BY AND
WHEN RECORDED, RETURN TO:
David S. Snyder, Esq.
Sullivan, Ward, Bone, Tyler & Asher
25800 Northwestern Highway
P.O. Box 222
Southfield, Michigan 48037-0222

SURVEYOR'S CERTIFICATE:

I, **EUGENE F. ZEIMET**, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTEENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 129, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS:

THAT THE ADJACENT MUNICIPALITY AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 162 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 147 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978;

THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1978.

JUNE 26, 1992
DATE

EUGENE F. ZEIMET
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 9709
ZEIMET WOZNAK & ASSOC. INC.
28450 FRANKLIN ROAD
SOUTHFIELD, MICHIGAN 48034

A = 116.63
R = 1374.24
Δ = 05° 10' 55"
CH BR = 5.74° 45' 23" E
434.5

BENCH MARK
South line of Green Road 100 Ft. Wd. (Public)
S 71° 54' 55" E 417.75

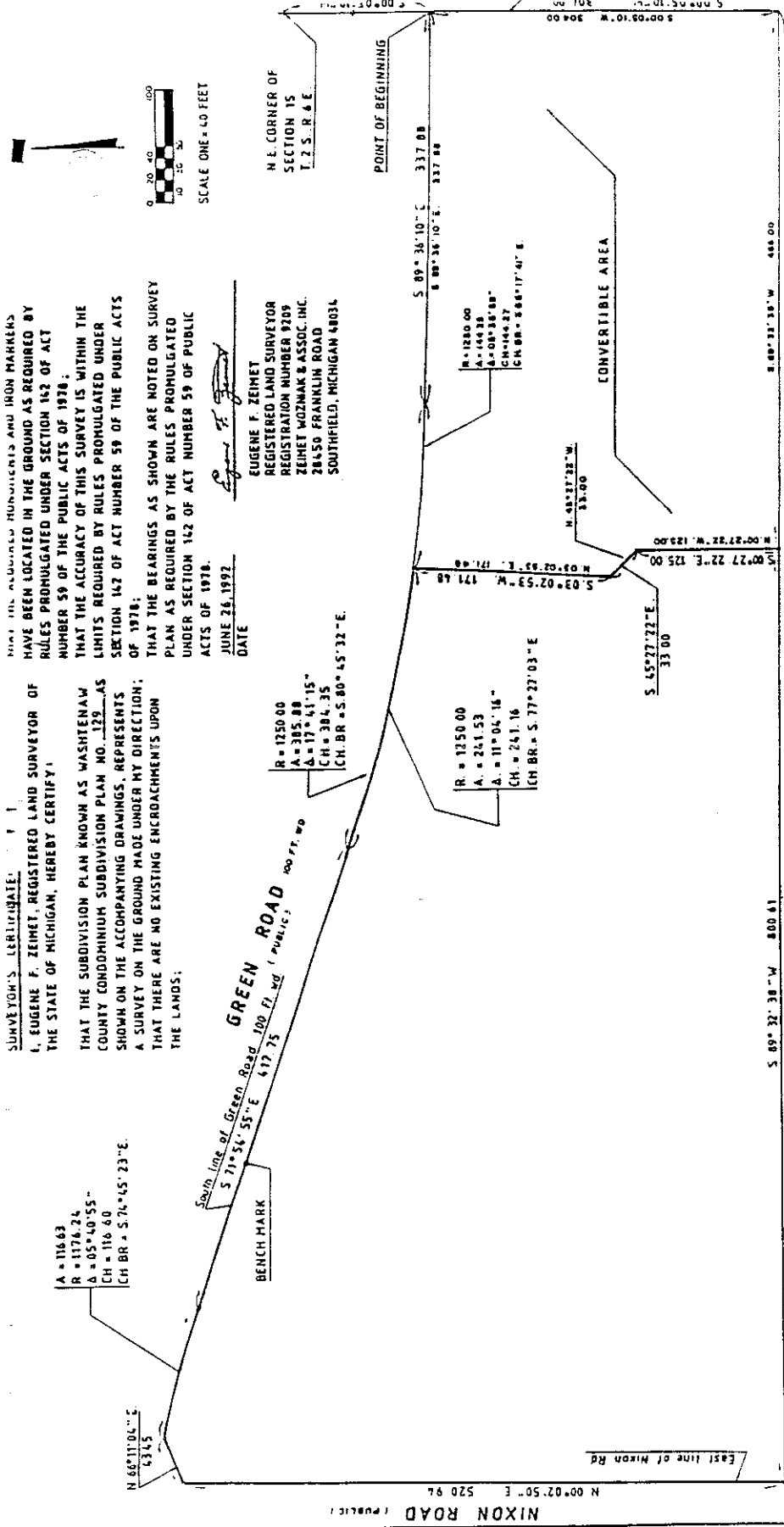
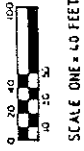
R = 1250.00
A = 305.89
Δ = 17° 41' 15"
CH = 384.35
CH BR = 5.80° 45' 32" E

R = 1250.00
A = 241.53
Δ = 11° 04' 16"
CH = 241.16
CH BR = 5.77° 27' 03" E

R = 1250.00
A = 144.38
Δ = 08° 38' 00"
CH = 144.27
CH BR = 5.68° 17' 41" E

N.E. CORNER OF SECTION 15
T.2S. R.6E

POINT OF BEGINNING



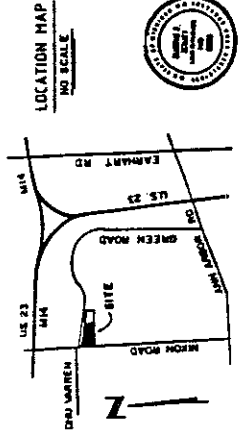
S 89° 32' 38" W 800.61

S 89° 32' 38" W 1266.61

NORTHBURY CONDOMINIUM:

NOTE:

- DENOTES IRON BAR
 - DENOTES CONCRETE MONUMENT
 - BENCH MARK EXISTING GATE VALVE & WELL RIM ELEVATION 962.98 U.S.G.S. DATUM.
- BEARINGS ARE IN RELATION TO FOREST HILLS SUBDIVISION NO. 2 RECORDED IN LIBER 17, PAGES 12 THRU 14.



LOCATION MAP
NO. SCALE



JUNE 26, 1992

REVISIONS

TAB. DATE

NO.

DATE

DESCRIPTION

ASHFORD PLACE

SURVEY PLAN

EIMTWOPIAN

DATE

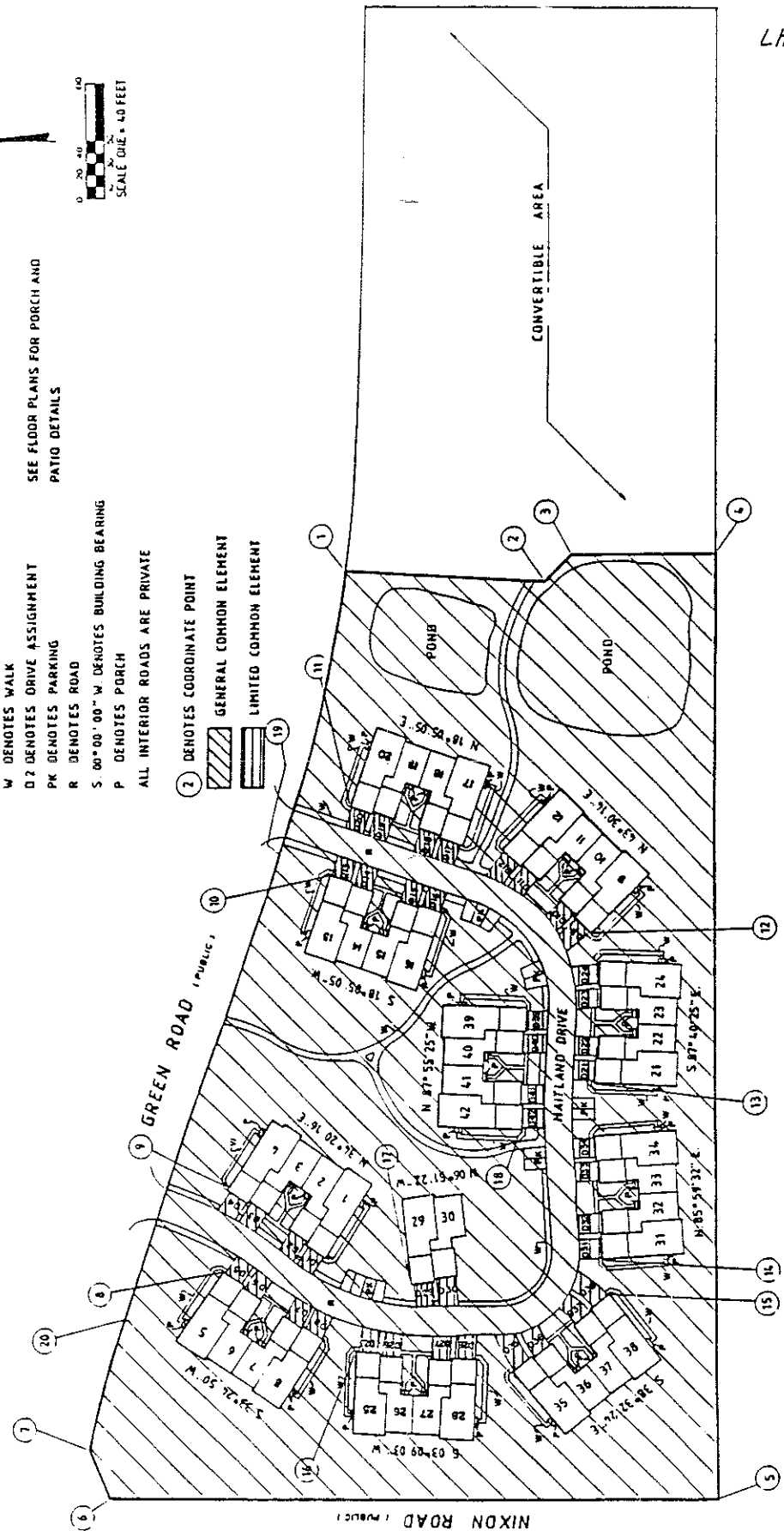
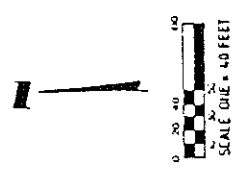
BY

DATE

DESCRIPTION

871

NOTE:
 3 DENOTES UNIT NUMBER
 W DENOTES WALK
 D2 DENOTES DRIVE ASSIGNMENT
 PK DENOTES PARKING
 R DENOTES ROAD
 S. 00°-00'-00" W DENOTES BUILDING BEARING
 P DENOTES PORCH
 ALL INTERIOR ROADS ARE PRIVATE



COORDINATE POINTS								
PT	NORTH	EAST	PT	NORTH	EAST	PT	NORTH	EAST
1	4444.39	4517.61	7	4859.13	3772.60	13	4428.07	4084.20
2	4475.16	4508.49	8	4745.85	3925.24	14	4421.13	3936.16
3	4452.01	4532.01	9	4742.83	3995.88	15	4415.20	3906.99
4	4377.01	4533.00	10	4655.98	4261.90	16	4429.83	3858.18
5	4320.64	3732.62	11	4438.42	4319.29	17		
6	4841.58	3732.05	12	4431.34	4217.04	18	4489.33	4045.23
			19			20	41	3885.09
								4282.21

JUNE 26, 1992

ASHFORD PLACE

SITE PLAN

PREPARED BY: [Signature]

REVISIONS

DATE

DESCRIPTION

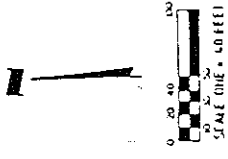
BY

DATE

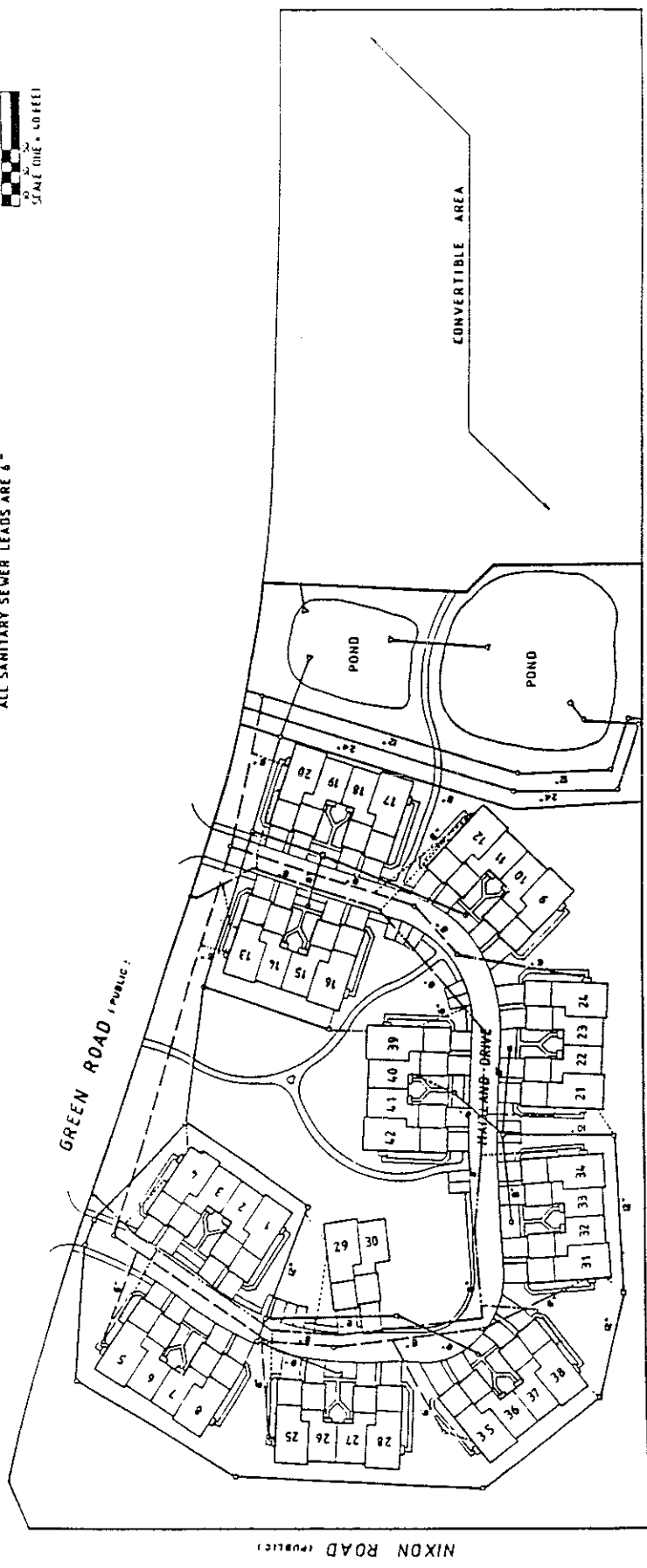
PROJECT: [Signature]



Lh1



NOTE
 2 DENOTES UNIT NUMBER
 0" DENOTES UTILITY SIZE
 ALL INTERIOR ROADS ARE PRIVATE
 UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWINGS
 ALL SANITARY SEWER LEADS ARE 6"



9/7/1

JUNE 26, 1982

PROJ: 81-0043

FILE: 81-0043

DATE: 6/26/82

PROJECT: ASHFORD PLACE

UTILITY PLAN

ZEIMET WOZNIAK

ENGINEERS & ARCHITECTS

2115 W. WOODRIDGE ST. DETROIT, MI 48202

WILL BE SHOWN ON AS-BUILT DRAWINGS

CONSUMERS POWER CO.
 DETROIT EDISON CO.
 MICHIGAN BELL TELEPHONE CO.

LEGEND	UTILITY	SOURCE OF LOCATION
---	SANITARY SEWER	ZEIMET WOZNIAK & ASSOC., INC.
---	STORM SEWER	ZEIMET WOZNIAK & ASSOC., INC.
---	WATER MAIN	ZEIMET WOZNIAK & ASSOC., INC.
---	GAS	CONSUMERS POWER CO.
---	POWER	DETROIT EDISON CO.
---	TELEPHONE	MICHIGAN BELL TELEPHONE CO.
---	CABLE	
---	SERVICE LEAD	



FIFTH AMENDMENT

ASHFORD PLACE

(Act 59 of the Public Acts of 1978 as amended)

ASHFORD PLACE, INC., d/b/a TRI-MOUNT/ASHFORD PLACE DEVELOPMENT CO., INC., a Michigan corporation, hereinafter sometimes referred to as "Developer", of 41115 Jo Drive, Novi, Michigan 48375, as Developer, has established ASHFORD PLACE, a condominium project established pursuant to the Master Deed thereof as recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, as amended by the First Amendment to the Master Deed as recorded on June 4, 1991 in Liber 2500, pages 219 through 234, as amended by the Second Amendment to the Master Deed as recorded in Liber 2529, pages 540 through 555, inclusive as amended by the Third Amendment to the Master Deed recorded on January 9, 1992 in Liber 2572, pages 216 through 242, inclusive, as further amended by the Fourth Amendment to the Master Deed as recorded in Liber 2716, pages 304 through 313, inclusive, Washtenaw County Records and designated as Washtenaw County Condominium Subdivision Plan No. 129, does hereby execute and declare this Fifth Amendment to the Master Deed of ASHFORD PLACE pursuant to the authority of Article VI, Article VII, Article IX, Article X and Article XVII of the Master Deed.

Article V is Hereby Amended as Follows:

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of ASHFORD PLACE as surveyed by ZEIMET-WOZNIAK & ASSOCIATES, INC. and attached hereto as Exhibit "B". Each condominium unit shall include all that space contained within the interior, finished, unpainted walls and ceilings and from the finished sub-floor or basement floor where applicable, and including garage area, all as is shown on the floor plans and sections in Exhibit "B" hereto. The dimensions shown on the perimeter plan in Exhibit "B" have been or will be physically measured. In the event that the dimensions on a measured perimeter plan of any specific unit, including the garage area, differ from the dimensions of the typical foundation or perimeter plan for such unit in Exhibit "B", then the typical upper-floor plan for such unit, including the garage area, shall be deemed to be automatically changed for such specific unit in elevations.

B. The percentage of value assigned to each condominium unit is set forth in subparagraph C below. The percentages of value are computed on the basis of assigning an equal percentage of value for each unit with the resulting percentages reasonably adjusted to total precisely 100%. 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 prospective co-owner in the proceeds and expenses of the administration and the value of each co-owner's vote at meetings of the Association of Co-Owners. The total value of the project is 100%. The percentage of value allocated to each condominium unit may be changed only with the unanimous consent of all co-owners expressed in an amendment to this Master Deed, duly approved and recorded, except that changes may be specifically made in the percentages of value by the Developer without the consent of any co-owners and without the consent of the mortgagee of any co-owner for the

purposes of enlarging the condominium development in accordance with the provisions of Article VI so as to increase the number of condominium units and reallocate the percentage of value computed in accordance with the foregoing formula and distributed over the entire condominium development as enlarged shall not exceed and shall equal 100%, or for the purpose of increasing the number of condominium units by converting units designated as "need not be built" to "must be built". Any increase in the total number of condominium units by such redesignation shall require the Developer, without the consent of the co-owners or their mortgagees, to reallocate the percentage of value set forth below so that the total percentage of value computed in accordance with the foregoing formula and distributed over the entire development as so increased shall not exceed and shall equal 100%. The Developer's rights to reallocate and reassign percentages of value as set forth in this paragraph shall not be limited and may be exercised by the Developer repeatedly up to but not exceeding the inclusion of the total of Sixty-Six (66) condominium units. Thereafter, the Developer's rights to reassign percentages of value without the consent of the co-owners shall expire.

C. Set forth below are:

- (1) Each condominium unit number as it appears on the Condominium Subdivision Plan.
- (2) The percentage of value assigned to each condominium unit.

<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE</u>
1	1.515
2	1.515
3	1.515
4	1.515
5	1.515
6	1.515
7	1.515
8	1.515
9	1.515
10	1.515
11	1.515
12	1.515
13	1.515
14	1.515
15	1.515
16	1.515
17	1.515
18	1.515
19	1.515
20	1.515
21	1.515
22	1.515
23	1.515
24	1.515
25	1.515
26	1.515
27	1.515
28	1.515
29	1.515
30	1.515
31	1.515
32	1.515
33	1.515
34	1.515
35	1.515
36	1.515
37	1.515
38	1.515
39	1.515
40	1.515

41	1.515
42	1.515
43	1.515
44	1.515
45	1.515
46	1.515
47	1.515
48	1.515
49	1.515
50	1.515
51	1.515
52	1.515
53	1.515
54	1.515
55	1.515
56	1.515
57	1.515
58	1.515
59	1.515
60	1.515
61	1.515
62	1.515
63	1.515
64	1.515
65	1.515
66	1.525

Each condominium unit shall have an undivided interest in the common elements proportionate to its percentage of value as hereinabove set forth in the manner provided for in Section 37 of the Act.

D. The dimensions of units and/or limited common elements appurtenant to any units described in Exhibit "B" may be modified in the Developer's sole discretion by enlargement or reduction in size by amendment affected solely by the Developer and its successors, without the consent of any other person so long such modifications do not unreasonably impair or diminish the appearance of the project or the view, privacy or other significant attribute or amenity of any unit which adjoins or is proximate to the modified unit of limited common element. Such modified unit shall not be constructed without the prior amendment of the Master Deed. The Developer may in connection with any such amendment, readjust percentages of value for all units in a manner which gives reasonable recognition to such unit or limited common element modification based upon the method of original determination of percentage of value for the project. All of the co-owners and mortgagees of units or other persons interested to become interested in the project from time to time shall be deemed to have unanimously consented to such amendment to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocations of percentages of value of existing units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI Is Hereby Amended As Follows:

ARTICLE VI

Expansion of the Condominium

The condominium project established pursuant to the Master Deed of ASHFORD PLACE, as amended, consists of Sixty Six (66) units. Units 1 through 42 have been designated as "must be

built". The Developer has reserved the right to expand the Condominium pursuant to the provisions of Article IV providing for the conversion of the convertible area into condominium units or common elements. Accordingly, the convertible area as designated on Sheet 3 of the Fourth Amendment to the Master Deed is hereby converted by the expansion of the Condominium to contain Sixty Six (66) units, all of which are hereby designated as "must be built".

Any provisions of this Master Deed notwithstanding, the number of units in the project may at the option of the Developer or its successors or assigns, from time to time be increased by the addition to the condominium of any portion of the future development and the construction of residential units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional units as may be constructed thereon shall be determined by the Developer in its sole discretion, subject only to approval by the City of Ann Arbor.

Any 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 additional condominium units being added to the project by such amendment. In connection with any such amendment, the Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including but not limited to, the connection of roadways and sidewalks in the project to any roadway and sidewalk that may be located on or planned for the area of future development and to provide access to any unit that is located on or planned for the area of future development from the roadways and sidewalks located in the project.

All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportion or reallocation of percentages of value of existing units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits hereto; provided, however, that a Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of the development. The Consolidating Master Deed when recorded shall supersede the previously recorded Master Deed and all amendments thereto. The Developer, or its successors and assigns, may in its discretion establish all or a portion of said future development as a rental development, a separate condominium project, or any other form of development. There are no restrictions on the election of the Developer to expand the project other than as explicitly set forth herein. There is no obligation on the part of the Developer to construct those condominium units designated on Exhibit "B" as "Need Not Be Built" all as is set forth in the succeeding Article in this Master Deed.

In no event shall there be any change in the percentage interests in the common elements more than six (6) years after the effective date of this Master Deed.

Article VII is Hereby Amended As Follows:

ARTICLE VII

NON-REQUIRED CONSTRUCTION

The land comprising this condominium project has been approved by the City of Ann Arbor for the construction of up to Sixty Six (66) condominium units. As is designated in Exhibit "B", units 1 through 66, inclusive, must be built.

Fifth Amended Exhibit "B"

Sheets 1 through 4, inclusive of Exhibit "B" to this Fifth Amendment of ASHFORD PLACE shall replace and supersede to the Master Deed sheets 1 through 4, inclusive, as amended by the Fourth Amendment. In addition thereto, Exhibit "B" is hereby expanded to include Sheets 5 through 25 as attached to this Fifth Amendment to the Master Deed of ASHFORD PLACE.

Ratification of Master Deed

In all other respects, other than as hereinabove indicated, the Master Deed of ASHFORD PLACE, Exhibit "A" thereto and the Condominium Subdivision Plan attached thereto as Exhibit "B", all of which were recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, as amended by the First Amendment to the Master Deed thereof recorded on June 4, 1991 in Liber 2500, pages 219 through 234, inclusive, as further amended by the Second Amendment to the Master Deed thereof recorded in Liber 2529, pages 540 through 555, inclusive, as amended by the Third Amendment to the Master Deed thereof recorded in Liber 2572, pages 216 through 242, inclusive, as further amended by the Fourth Amendment to the Master Deed thereof as recorded in Liber 2716, pages 304 through 313, inclusive, Washtenaw County Records, and identified as Washtenaw County Subdivision Plan No. 129, are hereby ratified, confirmed and redeclared.

This Fifth Amendment to the Master Deed of ASHFORD PLACE is hereby executed this 21st day of FEBRUARY, 1994.

WITNESSED BY:

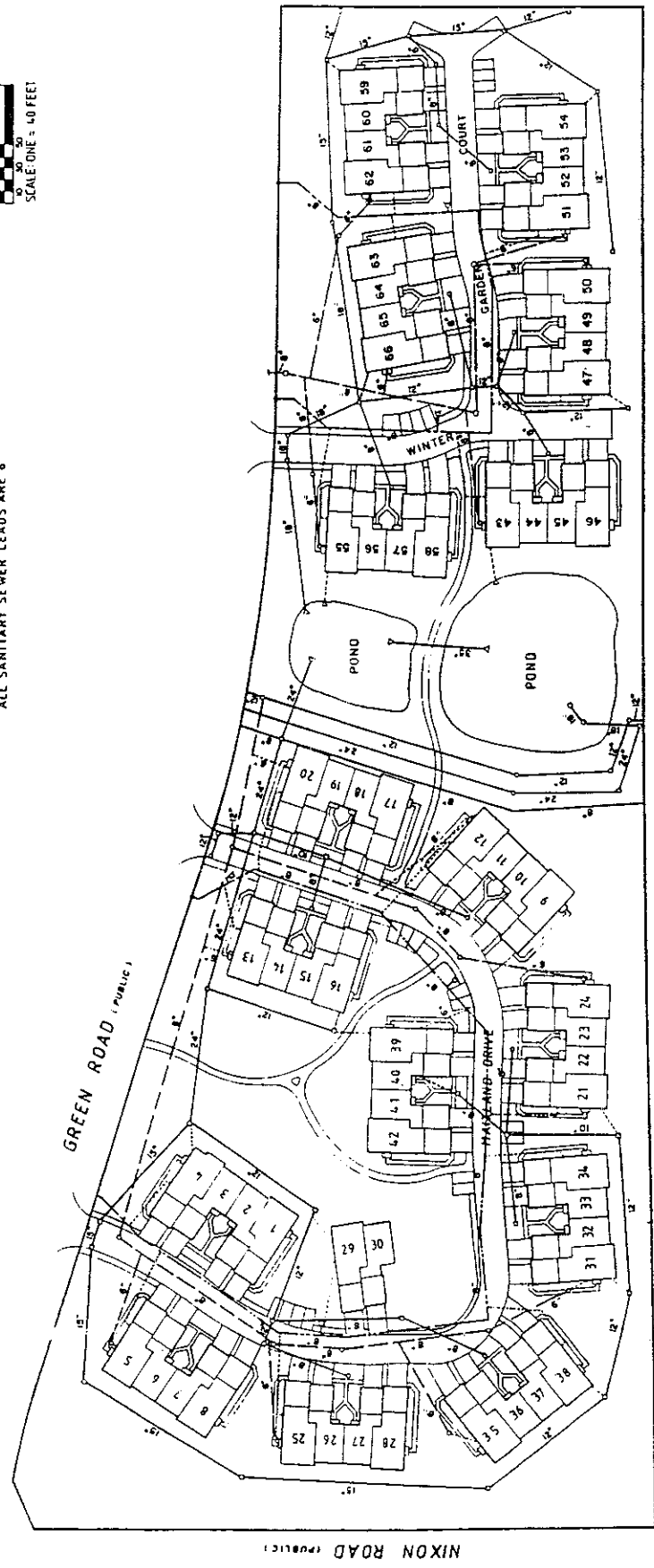
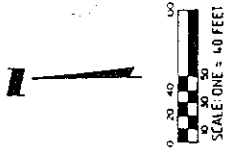
Nancy M. Parmentier
NANCY M. PARMENTIER
* Patricia A. Vogel
PATRICIA A. VOGEL

ASHFORD PLACE, INC., d/b/a
TRI-MOUNT/ASHFORD PLACE,
INC., a Michigan corporation,

By:

Raymond L. Cousinetti
RAYMOND L. COUSINETTI
Its: VICE PRESIDENT

NOTE
 2 DENOTES UNIT NUMBER
 8" DENOTES UTILITY SIZE
 ALL INTERIOR ROADS ARE PRIVATE
 UTILITY METERS WILL BE SHOWN ON A.S.-BUILT DRAWINGS.
 ALL SANITARY SEWER LEADS ARE 6"



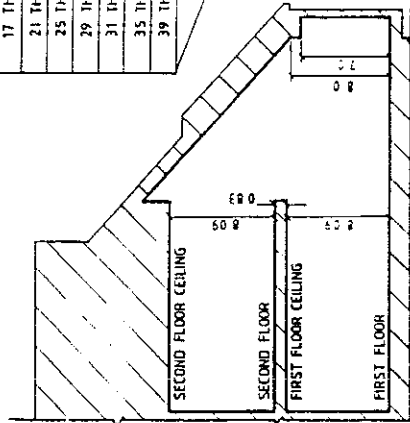
LEGEND	UTILITY	SOURCE OF LOCATION
---	SANITARY SEWER	ZEIMET WOZNIAK & ASSOC., INC.
---	STORM SEWER	ZEIMET WOZNIAK & ASSOC., INC.
---	WATER MAIN	ZEIMET WOZNIAK & ASSOC., INC.
---	GAS	CONSUMERS POWER CO
---	POWER	DETROIT EDISON CO
---	TELEPHONE	MICHIGAN BELL TELEPHONE CO
---	CABLE	



PROPOSED
 ASHFORD PLACE
 UTILITY PLAN
 ZEIMET WOZNIAK
 ENGINEER
 DECEMBER 6, 1893

WILL BE SHOWN
 ON A.S.-BUILT DRAWINGS

UNIT NO.	FIRST FLOOR ELEVATION
1 THRU 4	966.97
5 THRU 8	967.37
9 THRU 12	970.67
17 THRU 20	969.37
13 THRU 16	969.37
17 THRU 20	969.37
21 THRU 24	971.17
25 THRU 28	968.57
29 THRU 30	969.17
31 THRU 34	970.57
35 THRU 38	969.77
39 THRU 42	971.17
43 THRU 46	962.30
47 THRU 50	962.80
51 THRU 54	963.00
55 THRU 58	981.00
59 THRU 62	982.70
63 THRU 66	983.00

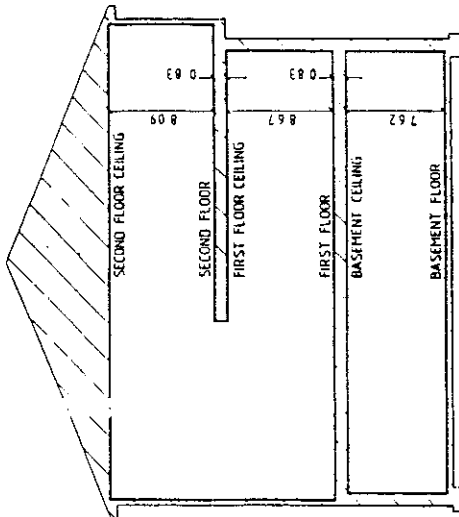


- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

SECTION A-A
PART CROSS SECTION FOR UNIT TYPE "A"

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER EXCEPT AS SHOWN.

SCALE: 1/4" INCH = 1.0 FOOT



SECTION B-B

DECEMBER 8, 1993

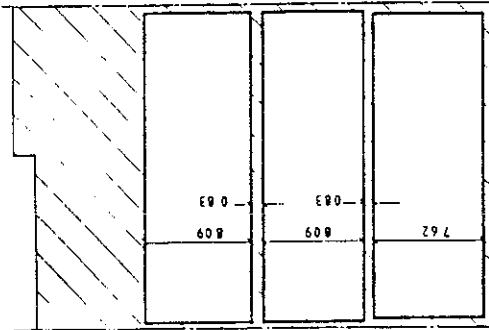
PROPOSED

NO.	DATE	BY	REVISION
1			TYPICAL CROSS FOR UNIT TYPE
2			
3			

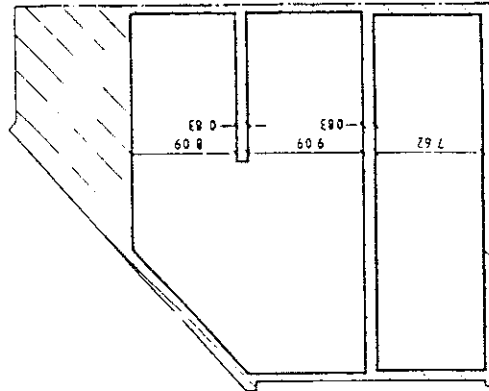


ASHFORD PLACE
TYPICAL CROSS FOR UNIT TYPE




UNIT NO.	FIRST FLOOR ELEVATION
1 THRU 4	966.97
5 THRU 8	967.37
9 THRU 12	970.67
17 THRU 20	969.37
13 THRU 16	969.37
17 THRU 20	969.37
21 THRU 24	971.17
25 THRU 28	968.57
29 THRU 30	969.17
31 THRU 34	970.57
35 THRU 38	969.17
39 THRU 42	971.17
43 THRU 46	962.30
47 THRU 50	962.80
51 THRU 54	963.00
55 THRU 58	961.00
59 THRU 62	962.70
63 THRU 66	963.00




SECTION D-D



SECTION C-C

-  GENERAL COMMON ELEMENT
 -  LIMITED COMMON ELEMENT
 -  LIMITS OF OWNERSHIP
- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER EXCEPT AS SHOWN

SCALE: 1/4" INCH = 1.0 FOOT



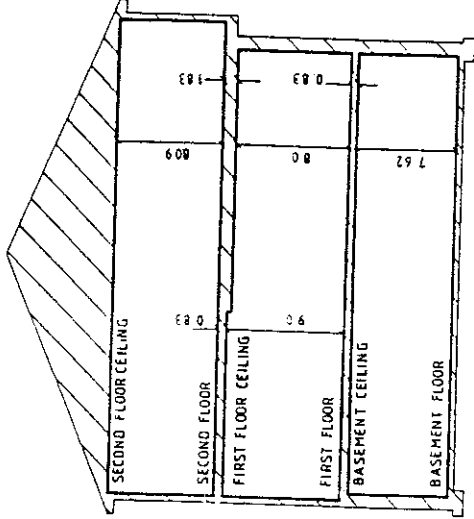

PROPOSED

DECEMBER 8, 1983

ASHFORD PLACE

TYPICAL CROSS SECTIONS FOR UNIT TYPE B-D

ELIYAH WOJCIK



SECTION E - E

UNIT NO.	FIRST FLOOR ELEVATION
1 THRU 4	966.97
5 THRU 8	967.37
9 THRU 12	970.67
17 THRU 20	969.37
13 THRU 16	969.37
17 THRU 20	969.37
21 THRU 24	971.17
25 THRU 28	968.57
29 THRU 30	969.17
31 THRU 34	970.57
35 THRU 38	969.77
39 THRU 42	971.17
43 THRU 46	962.30
47 THRU 50	962.80
51 THRU 54	963.00
55 THRU 58	961.00
59 THRU 62	962.70
63 THRU 66	963.00

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER

SCALE : 1/4" INCH = 1.0 FOOT



DECEMBER 6, 1983

REVISIONS

NO.	DATE	DESCRIPTION

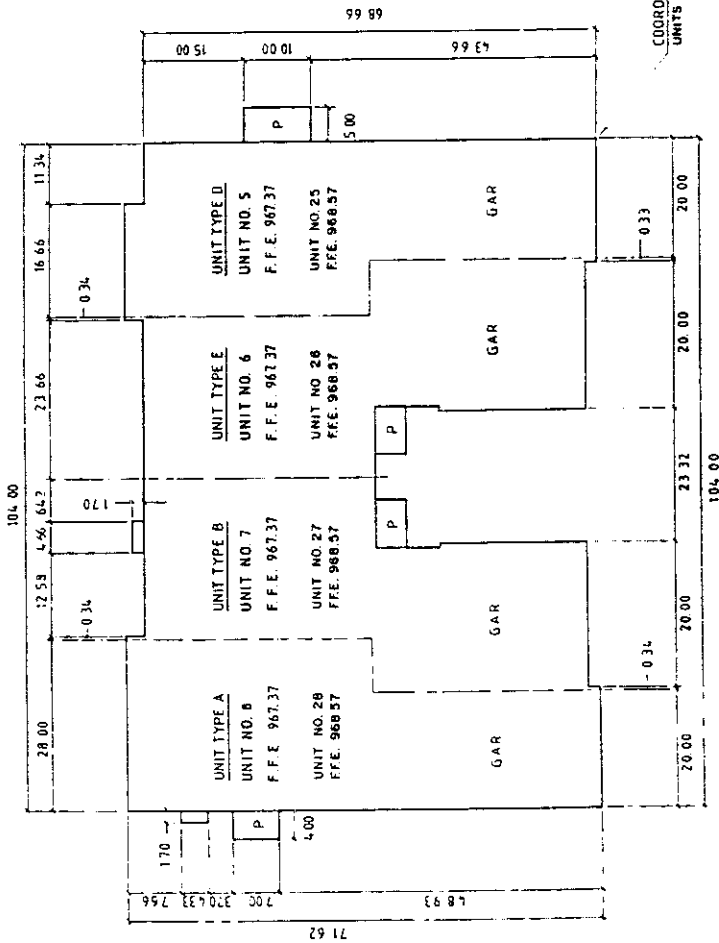
ASHFORD PL...

TYPICAL CROSS SECTION FOR UNIT TYPE

TRIMTY VOZNIKIAN

PROPOSED

BUILDING BEARING S 33° 24' 50" W. UNITS 5 THRU 8
BUILDING BEARING S 03° 09' 03" W. UNITS 25 THRU 28



GAR DENOTES GARAGE
 F.F.E. DENOTES FIRST FLOOR ELEVATION
 P DENOTES PORCH - LIMITED COMMON ELEMENT
 --- DENOTES CENTERLINE

SCALE 1/8 INCH = 10 FEET
 0 5 10 20 30

COORDINATE POINT
 UNITS 5-8 & 25-28

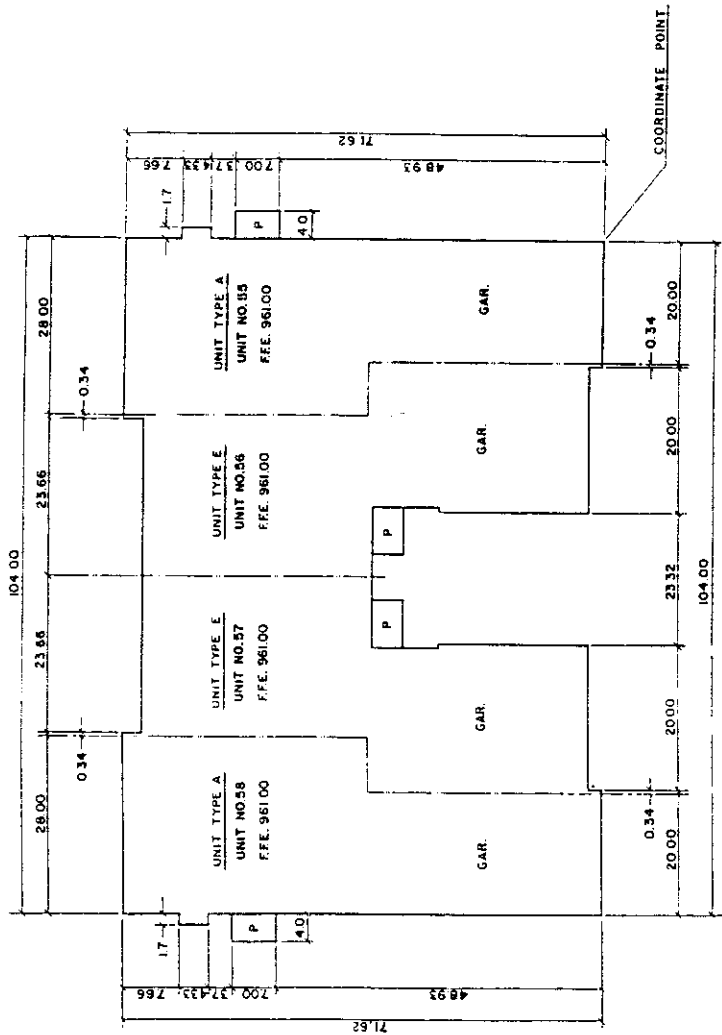
DECEMBER 8, 1993

REVISIONS	DATE	BY	REASON

ASHFORD PLACE
 PERIMETER PLAN FOR UNITS
 5 - 8 & 25 - 28
REITMAN
 1100 P STREET, N.W. WASHINGTON, D.C. 20004



BUILDING BEARING S 03°02'53"W.



GAR DENOTES GARAGE
 FFE DENOTES FIRST FLOOR ELEVATION
 P DENOTES PORCH - LIMITED COMMON ELEMENT
 --- DENOTES CENTERLINE

SCALE: 1/8 INCH = 10 FOOT
 0 5 10 20 30



DECEMBER 8, 1983

PROPOSED

NO.	REVISIONS	DATE	BY	CHKD.
1	ASB			
2				
3				
4				
5				
6				
7				
8				
9				
10				

ASHFORD PLACE

PERIMETER PLAN FOR UNITS 55 - 58

JEFFREY VOIT

STATE OF MICHIGAN

PROFESSIONAL ENGINEER

NO. 10000

EXPIRES 12/31/84

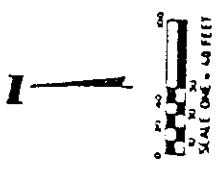
SIXTH AMENDMENT TO THE
MASTER DEED OF
ASHFORD PLACE

(Act 59 of the Public Acts of 1978 as amended)

ASHFORD PLACE, INC., d/b/a TRI-MOUNT/ASHFORD PLACE DEVELOPMENT CO., INC., a Michigan corporation, hereinafter sometimes referred to as "Developer", of 41115 Jo Drive, Novi, Michigan 48375, as Developer, has established ASHFORD PLACE, a condominium project established pursuant to the Master Deed thereof as recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, as amended by the First Amendment to the Master Deed as recorded on June 4, 1991 in Liber 2500, pages 219 through 234, as amended by the Second Amendment to the Master Deed as recorded in Liber 2529, pages 540 through 555, inclusive as amended by the Third Amendment to the Master Deed recorded on January 9, 1992 in Liber 2572, pages 216 through 242, inclusive, as amended by the Fourth Amendment to the Master Deed as recorded in Liber 2716, pages 304 through 313, inclusive, as further amended by the Fifth Amendment to the Master Deed as recorded in Liber 2948, pages 675 through 691, inclusive, Washtenaw County Records and designated as Washtenaw County Condominium Subdivision Plan No. 129, does hereby execute and declare this Sixth Amendment to the Master Deed of ASHFORD PLACE for the purpose of amending and restating the Condominium Bylaws, Exhibit "A" hereto, pursuant to the authority of Article VI, Article VII, Article IX, Article X and Article XVII of the Master Deed.

Ratification of Master Deed

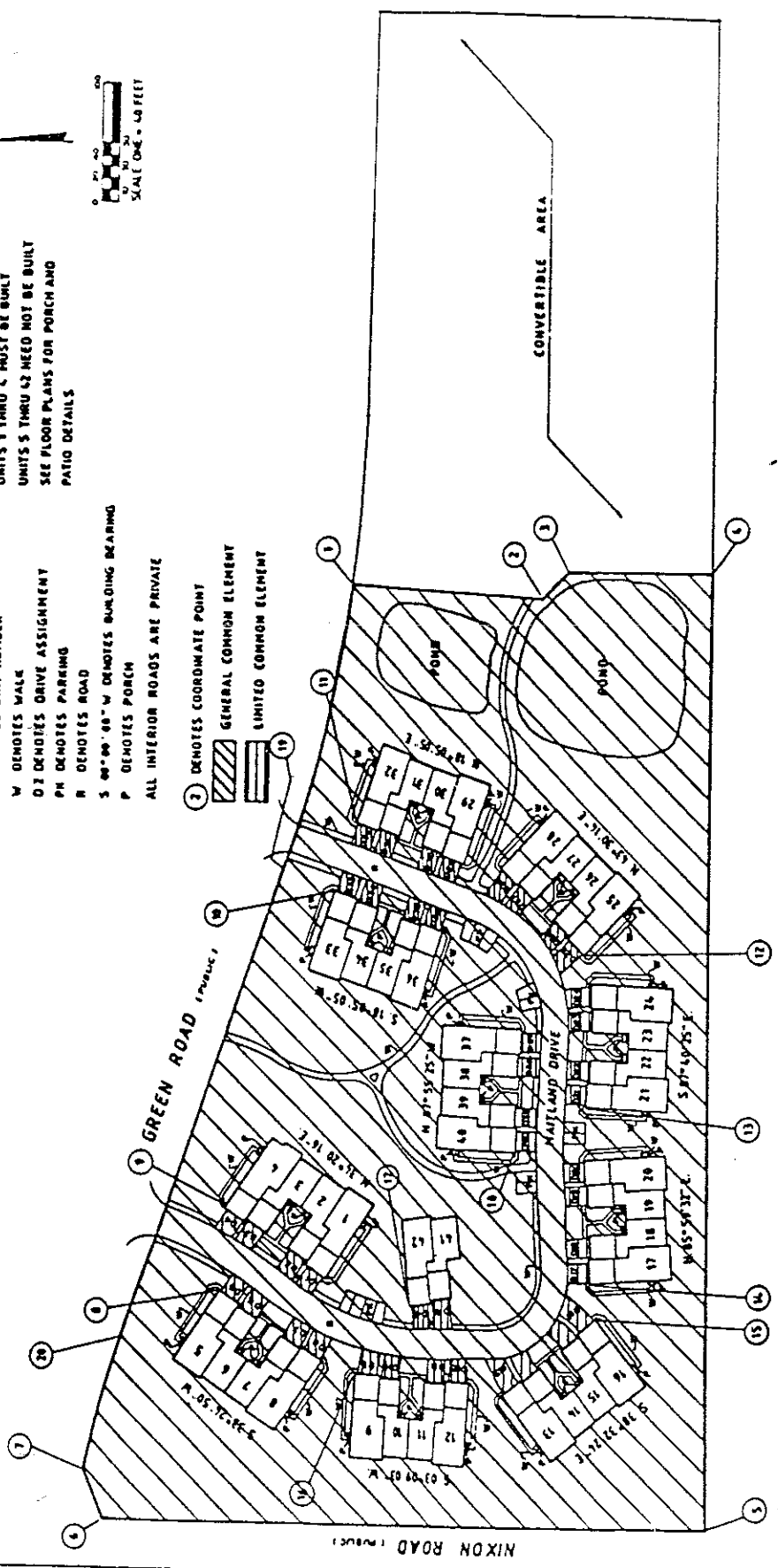
In all other respects, other than as hereinabove indicated, the Master Deed of ASHFORD PLACE, the Condominium Bylaws, Exhibit "A" thereto and the Condominium Subdivision Plan attached thereto as Exhibit "B", all of which were recorded on May 29, 1990 in Liber 2408, pages 379 through 444, inclusive, as amended by the First Amendment to the Master Deed thereof recorded on June 4, 1991 in Liber 2500, pages 219 through 234, inclusive, as further amended by the Second Amendment to the Master Deed thereof recorded in Liber 2529, pages 540 through 555, inclusive, as amended by the Third Amendment to the Master Deed thereof recorded in Liber 2572, pages 216 through 242, inclusive, as amended by the Fourth Amendment to the Master Deed thereof as recorded in Liber 2716, pages 304 through 313, inclusive, and as further amended by the Fifth Amendment to the Master Deed thereof recorded in Liber 2948, pages 675 through 691, inclusive, Washtenaw County Records, and identified as Washtenaw County Subdivision Plan No. 129, are hereby ratified, confirmed and redeclared.



NOTE

- 1 DENOTES UNIT NUMBER
- W DENOTES WALK
- OZ DENOTES DRIVE ASSIGNMENT
- PH DENOTES PARKING
- R DENOTES ROAD
- S 00°00'-00" W DENOTES BUILDING BEARING
- P DENOTES PORCH
- ALL INTERIOR ROADS ARE PRIVATE

2 DENOTES COORDINATE POINT
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT



PT	COORDINATE POINTS				
	NORTH	EAST	PT	NORTH	EAST
1	6466.39	6317.61	7	6459.13	3772.60
2	6475.16	6500.69	8	6745.05	3925.26
3	6452.01	6532.01	9	6762.83	3995.88
4	6327.01	6533.00	10	6655.88	4261.98
5	6320.64	3732.42	11	6438.62	4319.29
6	4861.58	3732.85	12	6431.31	4393.01
			13	6428.07	4484.28
			14	6431.13	3936.16
			15	6615.20	3986.99
			16	6429.83	3856.18
			17		
			18	4828.67	3085.09

PROPOSED

FEB 1, 1970

ASHFORD PLACE

SITE PLAN

REVISIONS

DATE

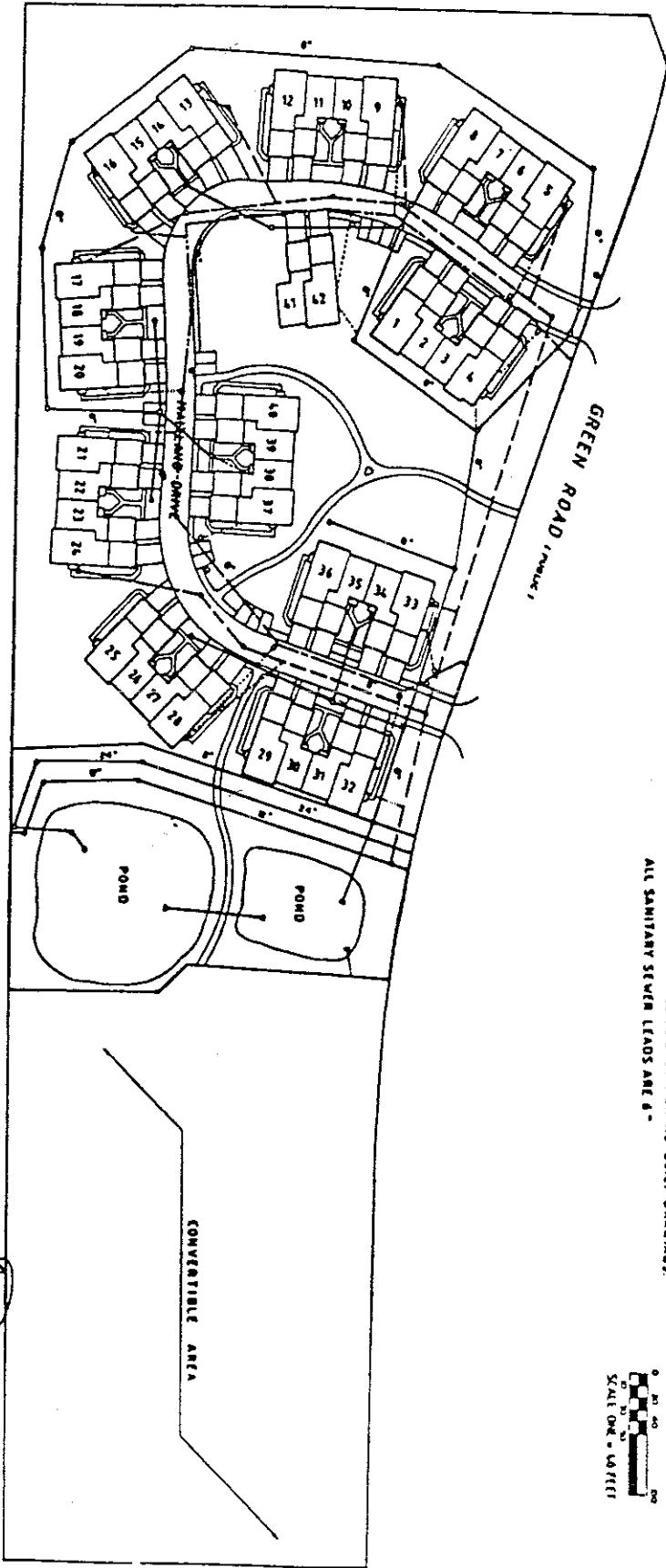
BY

APP'D

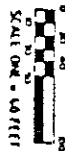
DATE



NIXON ROAD (PUBLIC)



NOTE
 2 DENOTES UNIT NUMBER
 6" DENOTES UTILITY SIZE
 ALL INTERIOR ROADS ARE PRIVATE
 UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 ALL SANITARY SEWER LEADS ARE 6"



LEGEND

UTILITY	SOURCE OF LOCATION
Sanitary Sewer	ZEMET WOZNIAK & ASSOC., INC.
Storm Sewer	ZEMET WOZNIAK & ASSOC., INC.
Water Main	ZEMET WOZNIAK & ASSOC., INC.
Gas	CONSUMERS POWER CO.
Power	DETROIT Edison CO.
Telephone	MICHIGAN Bell TELEPHONE CO.
Cable	

[Handwritten Signature]

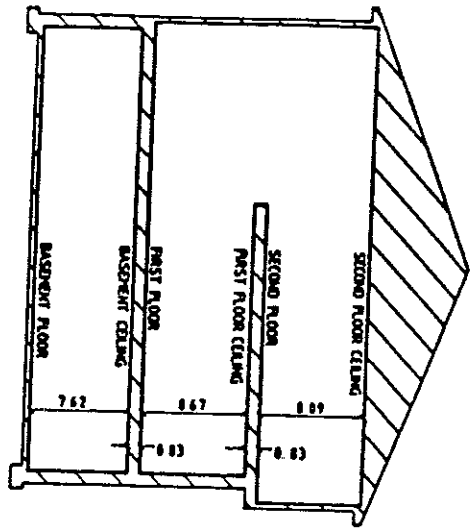
PREPARED BY

ASHFORD PLACE

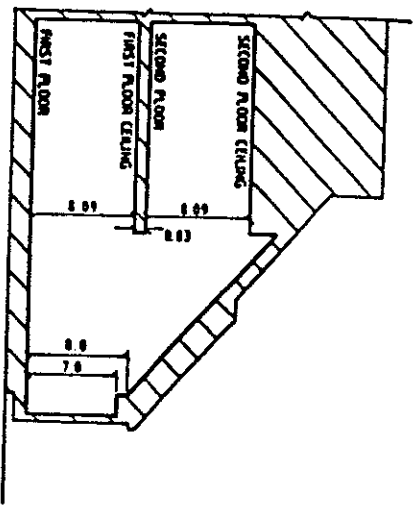
UTILITY PLAN

PROPOSED

UNIT NO.	FIRST FLOOR ELEVATION
1 THRU 5	714.97






SECTION B - B



SECTION A - A

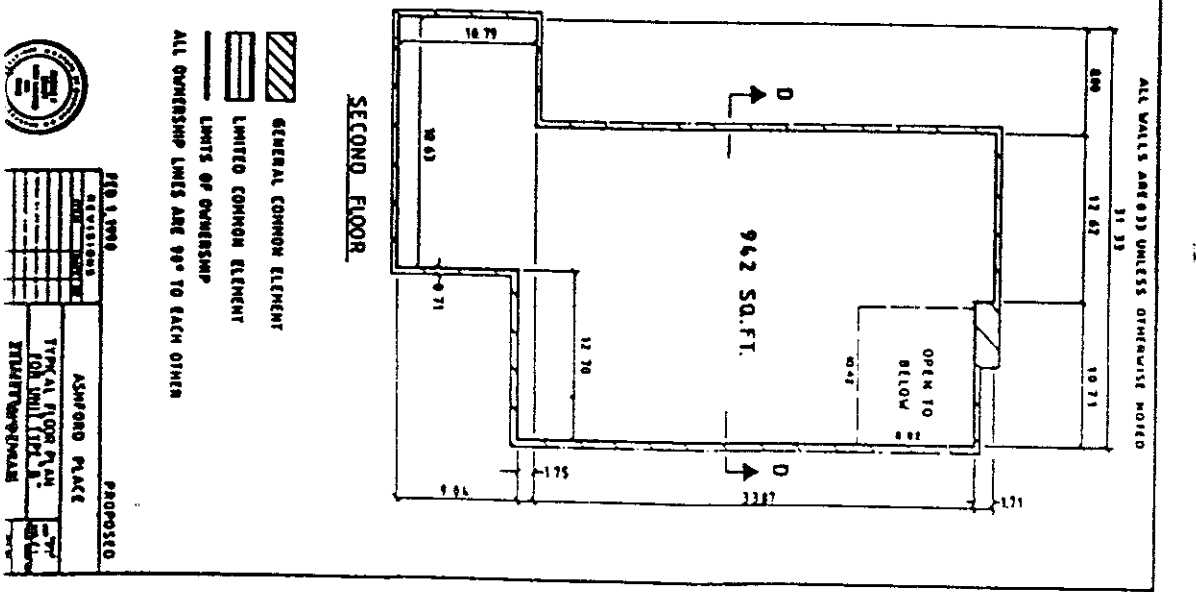
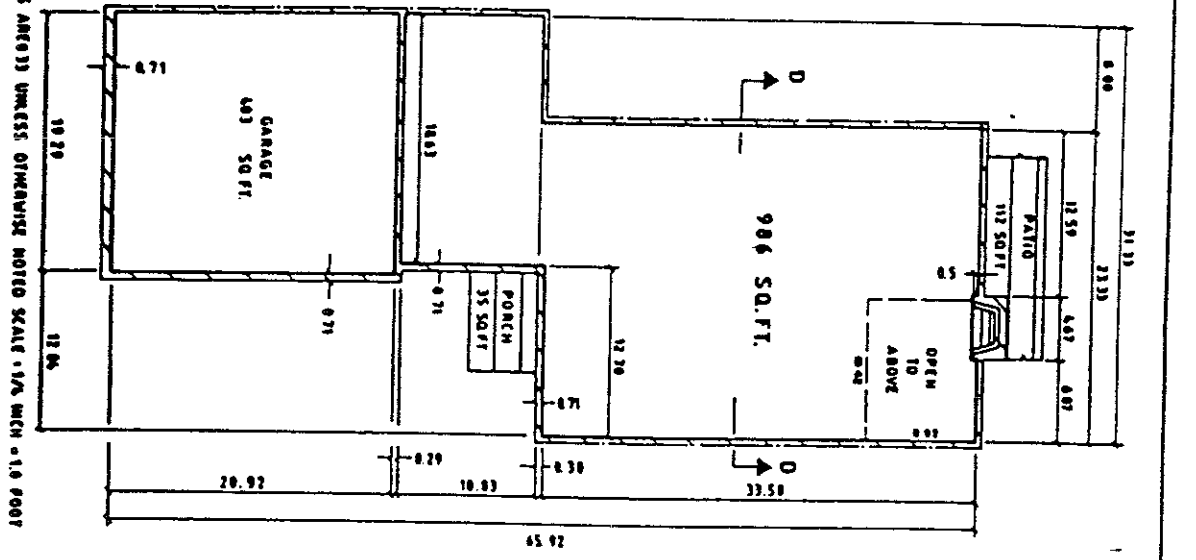
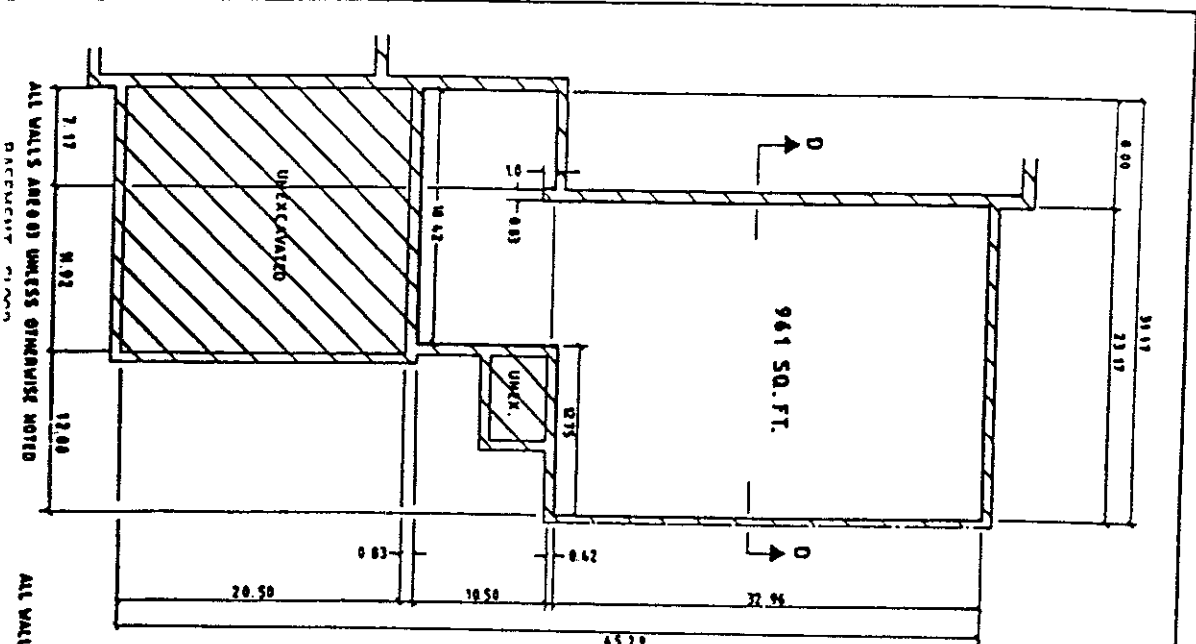
PART CROSS SECTION FOR UNIT TYPE 'A'




-  GENERAL COMMON ELEMENT
 -  LIMITED COMMON ELEMENT
 -  LIMITS OF OWNERSHIP
- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER EXCEPT AS SHOWN.
- SCALE - 1/4" INCM = 1.0 FOOT
- 0 5 10 15


NO.	REVISIONS	DATE	BY	CHKD.

ASPHOND PLACE
 TYPICAL CROSS SECTION
 FOR UNIT TYPE 'A' & 'B'
 EFT/10/17/18



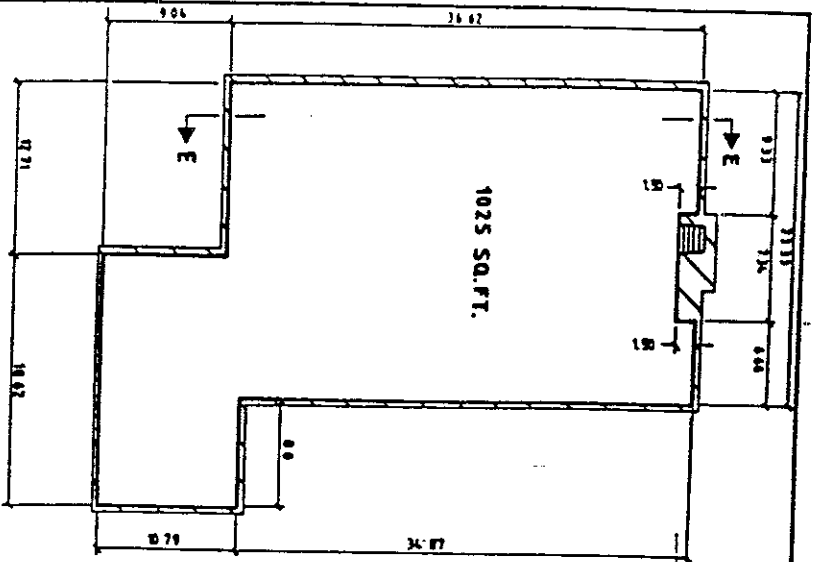


-  GENERAL COMMON ELEMENT
 -  LIMITED COMMON ELEMENT
 -  LIMITS OF OWNERSHIP
- ALL OWNERSHIP LIMITS ARE 90° TO EACH OTHER



 FEB. 1, 1990

PROJECT NO.	ASHFORD PLACE
CLIENT	STUBBINS
DATE	TYPICAL FLOOR PLAN
SCALE	FOR WALL LINE
DESIGNED BY	STUBBINS
CHECKED BY	
APPROVED BY	

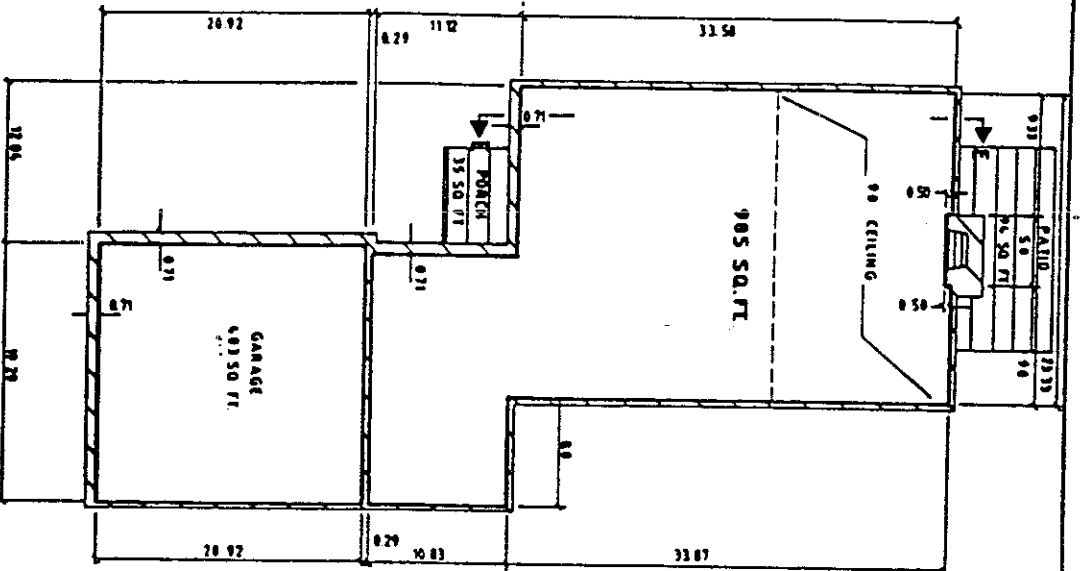


SECOND FLOOR PLAN

ALL WALLS ARE 0.31 UNLESS OTHERWISE NOTED

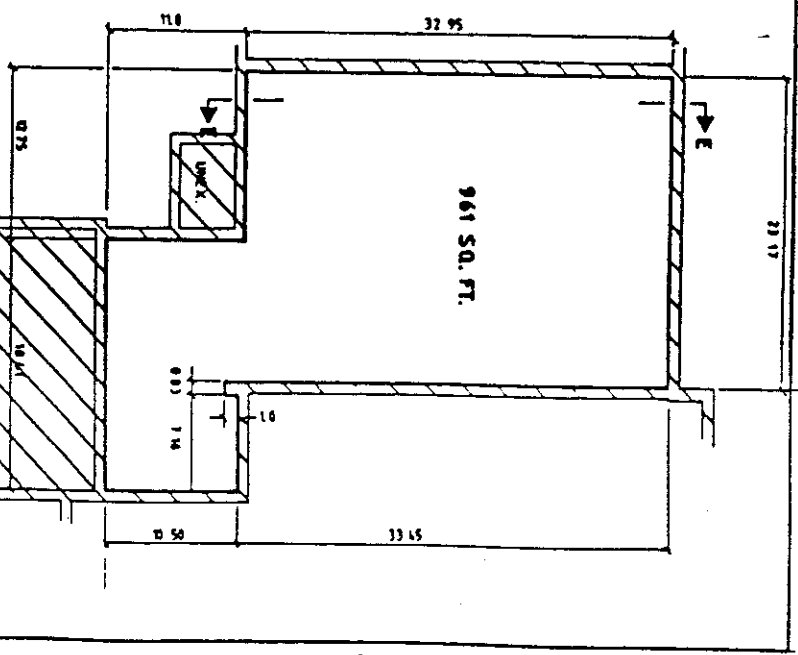
- SLOPED CEILING
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
 SCALE: 1/4" INCH = 10' FOOT
 0 5 10 15



FIRST FLOOR PLAN

ALL WALLS ARE 0.31 UNLESS OTHERWISE NOTED



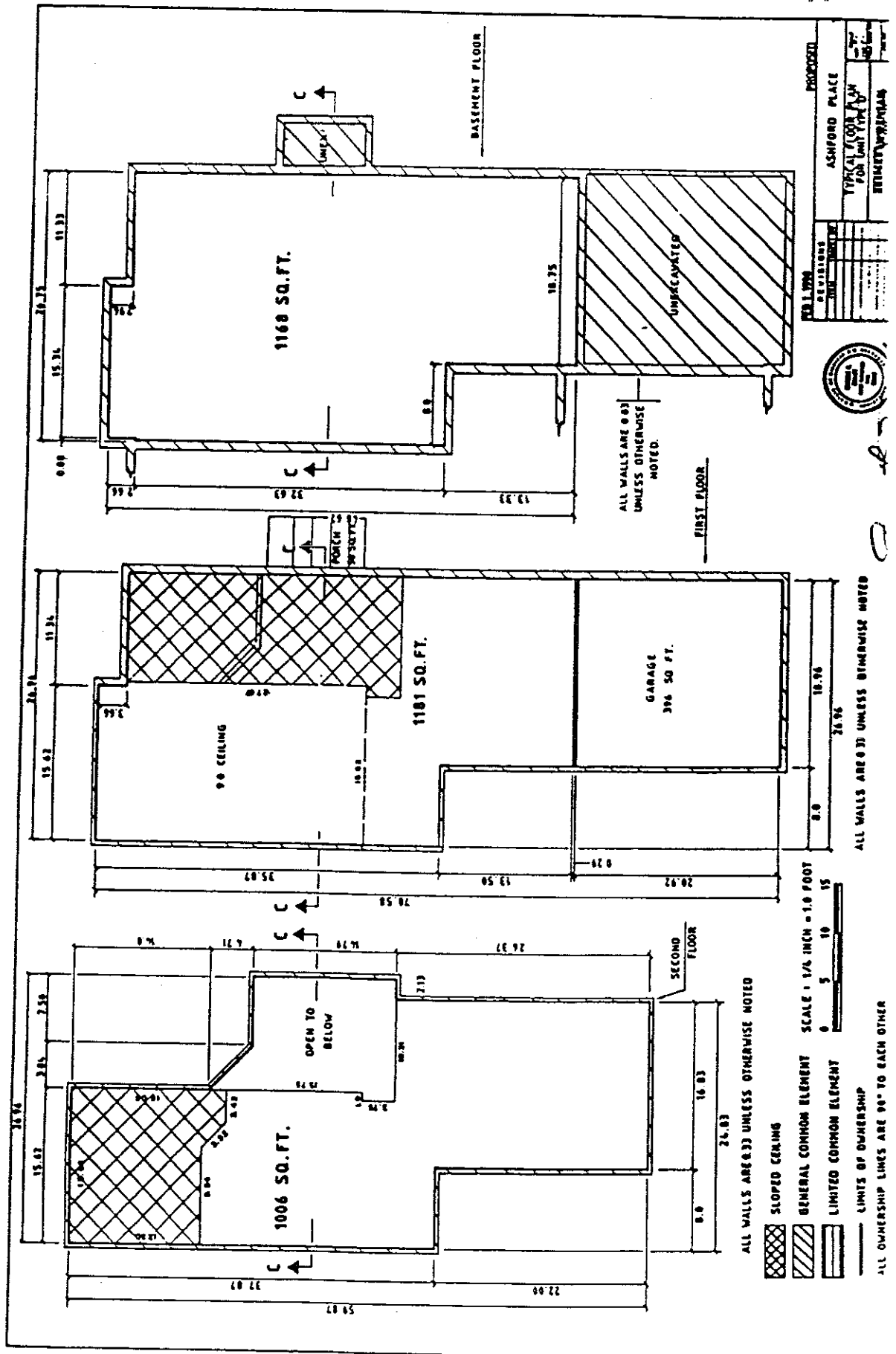
BASMENT PLAN

ALL WALLS ARE 0.31 UNLESS OTHERWISE NOTED



NO.	REVISIONS	DATE	BY

ASHLAND PLACE
 TYPICAL FLOOR PLAN
 FOR UNIT 117
 PROPOSED



NO.	DATE	REVISIONS	BY	CHKD.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



PROPOSED
 ASHFORD PLACE
 TYPICAL FLOOR PLAN
 FOR UNIT 1006

- ALL WALLS ARE 0.03 UNLESS OTHERWISE NOTED
- SLOPED CEILING
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER

SCALE: 1/4" = 1'-0"

0 5 10 15

ALL WALLS ARE 0.03 UNLESS OTHERWISE NOTED

FIRST FLOOR

BASEMENT FLOOR

UNRECOVERED

ALL WALLS ARE 0.03 UNLESS OTHERWISE NOTED.

1168 SQ. FT.

1181 SQ. FT.

GARAGE
396 SQ. FT.

1006 SQ. FT.

OPEN TO BELOW

OCT 22 3 32 PM '97

PEGGY M. HAINES
COUNTY CLERK/REGISTER

SEVENTH AMENDMENT TO MASTER DEED
OF ASHFORD PLACE

Ashford Place Association, a Michigan non-profit corporation, whose address is 3131 Professional Drive, Ann Arbor, Michigan 48104, being charged with the management and administration of Ashford Place, a condominium project established pursuant to the Master Deed thereof recorded on May 29, 1990, in Liber 2408, Pages 379 through 444, inclusive, as amended, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 129, hereby amends the Master Deed of Ashford Place pursuant to the authority reserved in Article XVII, B.(2) thereof, and with the affirmative vote of more than two-thirds of the co-owners in Ashford Place, for the purpose of amending Section 4 of Article VI of the Condominium By-Laws which are attached to said Master Deed as Exhibit "A." Upon recording of this Seventh Amendment in the Office of the Washtenaw County Register of Deeds, Section 4 of Article VI of the Condominium By-Laws shall be amended to read henceforth as follows:

ARTICLE VI

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. Organized sports activities may not take place on the General Common Elements as described in Exhibit B of the Master Deed. Children supervised by a parent or responsible adult may engage in such activities as tossing a baseball, football, frisbee, etc., on the General Common Elements. The ponds,