PURCHASER

INFORMATION

BOOKLET

FOR

NORTHVIEW

PURCHASER INFORMATION BOOKLET

FOR

NORTHVIEW

PAGE NO.
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CONSOLIDATED MASTER DEED

NORTHVIEW

(Act 59, Public Acts of 1978, As Amended)

THIS CONSOLIDATED MASTER DEED is made and executed on this 18th day of September, 1996, by PETERS BUILDING CO., a Michigan corporation, hereinafter referred to as the "Developer", whose office is situated at 203 W. Michigan Avenue, Saline, Michigan, in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer has established Northview, a condominium, by recording the Master Deed thereof on July 21, 1988, in Liber 2244, Pages 829 through 896, inclusive, as amended by the First Amendment to Master Deed recorded February 9, 1989, in Liber 2295, Pages 173 through 193, inclusive, as amended by the Second Amendment to Master Deed recorded on November 4, 1991, in Liber 2552, Pages 157 through 183, inclusive, as amended by the Third Amendment to Master Deed recorded on March 25, 1993, in Liber 2765, Pages 638 through 670, inclusive, as amended by the Fourth Amendment to Master Deed recorded on May 27, 1994, in Liber 2981, Pages 359 through 395, inclusive, as amended by the Fifth Amendment to Master Deed recorded on July 6, 1994, in Liber 2999, Pages 71 through 87, inclusive, and as amended by the Sixth Amendment to Master Deed recorded on January 27, 1995, in Liber 3075, Pages 214 through 257, inclusive, Washtenaw County Records, and

WHEREAS, the Michigan Condominium Act, as amended, requires that the Developer record a consolidated master deed as the final amended master deed for an expandable condominium project which consolidated master deed fully describes the condominium project as completed, and

WHEREAS, the real property that the Developer has submitted to Northview as established by this Consolidated Master Deed is located in the City of Saline, County of Washtenaw, Michigan, and more particularly described as follows:

Commencing at the W 1/4 Corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence S89°17'34"E 927.78 feet along the E-W 1/4 line of said section and the centerline of Saline-Waterworks Road; thence N1°30'20"W 43.03 feet for a Place of Beginning; thence N89°17'34"W 328.00 feet; thence N0°42'26"E 127.00 feet; thence 10.91 feet along the arc of a circular curve to the right, radius 1467.00 feet, chord bearing N0°55'13"E 10.91 feet; thence S82°47'14"E 57.52 feet; thence 266.56 feet along the arc of a circular curve to the left, radius 1751.86 feet, chord bearing S87°08'47"E 266.31 feet; thence S1°30'20"E 121.51 feet along the west line of Colony Estates as recorded in Liber 21 of Plats, Pages 84-86, Washtenaw County Records, to the Place of Beginning, being a part of the NW 1/4 of said Section 36 and containing 0.94 acres of land more or less (Units 1-3).

Commencing at the W 1/4 Corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence S89°17'34"E 200.00 feet along the E-W 1/4 line of said section and the centerline of Saline-Waterworks Road; thence N1°35'00"E 43.00 feet for a Place of Beginning; thence continuing N1°35'00"E 392.60 feet; thence N89°17'45"W 200.00 feet; thence N1°35'00"E 2006.45 feet along the west line of said Section 36; thence S89°28'10"E 150.00 feet; thence S01°35'00"W 129.39 feet; thence 315.13 feet along the arc of a 444.91 foot radius circular curve to the left, having a chord which bears S18°42'31"E 308.59 feet; thence S39°00'00"E 397.70 feet; thence 3.18 feet along the arc of a 583.00 foot radius circular curve to the left, having a chord which bears S39°09'23"E 3.18 feet; thence non-tangentially S47°26'30"W 113.20 feet; thence 942.00 feet along the arc of a 1035.13 foot radius circular curve to the left, having a chord which bears S21°22'17"W 909.83 feet; thence 471.54 feet along the arc of a 283.00 foot radius circular curve to the left, having a chord which bears S52°25'59"E 418.86 feet; thence N79°50'00"E 46.19 feet; thence 145.58 feet along the arc of a 717.00 foot radius non-tangential circular curve to the right, having a chord which bears S06°11'56"E 145.33 feet; thence 125.67 feet along the arc of a 1467.00 foot radius circular curve to the right, having a chord which bears S02°04'20"WW 125.63 feet; thence 17.54 feet along the arc of a 1533.00 foot radius circular curve to the left, having a chord which bears S04°11'55"W 17.54 feet; thence non-tangentially N82°47'14"W 65.85 feet; thence 51.73 feet along the arc of a 75.00 foot radius circular curve to the right, having a chord which bears N63°01'42"W 50.71 feet; thence 293.87 feet along

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WASHTENAW COUNTY CLERK/REGISTER
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the arc of a 65.00 foot radius circular curve to the left, having a chord which bears S07°12'46"W 100.29 feet; thence 51.73 feet along the arc of a 75.00 foot radius circular curve to the right, having a chord which bears N77°27'14"E 50.71 feet; thence S82°47'14"E 71.13 feet; thence 18.43 feet along the arc of a 1533.00 foot radius non-tangential circular curve to the left, having a chord which bears S01°03'06"W 18.43 feet; thence S00°42'26"W 127.00 feet; thence N89°17'34"W 331.46 feet to the Place of Beginning, being a part of the NW 1/4 of said Section 36, containing 14.12 acres of land, more or less, being subject to easements and restrictions of record, if any. (Units 4-10, 51-55, 154-156, 173-188, 249-252 and private open space.)

Commencing at the W 1/4 Corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence S89°17'34"E 927.78 feet along the E-W 1/4 line of said section and the centerline of Saline-Waterworks Road; thence along the west line of Colony Estates as recorded in Liber 21 of Plats, Pages 84-86, Washtenaw County Records the following 2 courses: N1°30'20"W 164.54 feet and N33°25'40"W 78.36 feet for a Place of Beginning; thence 215.08 feet along the arc of a non-tangential circular curve to the right, radius 1685.86 feet, chord N86°26'32"W 214.94 feet; thence N82°47'14"W 63.05 feet; thence 20.64 feet along the arc of a non-tangential circular curve to the right, radius 1467.00 feet, chord N4°07'24"E 20.64 feet; thence 131.33 feet along the arc of a reverse circular curve to the left, radius 1533.00 feet, chord N2°04'20"E 131.29 feet; thence 156.85 feet along the arc of a compound circular curve to the left, radius 783.00 feet, chord N6°07'15"W 156.59 feet; thence N79°50'00"E 40.78 feet; thence 410.65 feet along the arc of a circular curve to the left, radius 283.00 feet, chord N38°15'48"E 375.56 feet; thence 462.68 feet along the arc of a reverse circular curve to the right, radius 317.00 feet, chord N38°30'23"E 422.69 feet; thence N80°19'10"E 638.86 feet; thence 27.85 feet along the arc of a non-tangential circular curve to the right, radius 767.00 feet, chord S7°40'22"E 27.85 feet; thence 248.57 feet along the arc of a compound circular curve to the right, radius 1685.86 feet, chord S2°24'31"E 248.35 feet; thence 0.75 feet along the arc of a reverse circular curve to the left, radius 1751.86 feet, chord S1°49'41"W 0.75 feet; thence 222.89 feet along the arc of a non-tangential circular curve to the left, radius 1751.86 feet, chord S83°57'51"W 222.74 feet; thence S80°19'10"W 300.92 feet; thence 51.73 feet along the arc of a circular curve to the right, radius 75.00 feet, chord N79°55'18"W 50.71 feet; thence 293.87 feet along the arc of a reverse circular curve to the left, radius 65.00 feet, chord S9°40'50"E 100.29 feet; thence 51.73 feet along the arc of a reverse circular curve to the right, radius 75.00 feet, chord N60°33'38"E 50.71 feet; thence N80°19'10"E 300.92 feet; thence 210.92 feet along the arc of a circular curve to the right, radius 1685.86 feet, chord N83°54'13"E 210.78 feet; thence 109.90 feet along the arc of a non-tangential circular curve to the left, radius 1751.86 feet, chord S2°10'06"E 109.86 feet; thence along the north and west lines of said Colony Estates the following 8 courses: S84°07'30"W 136.53 feet, S43°55'40"W 28.98 feet, S80°41'40"W 185.94 feet, S79°54'00"W 166.26 feet, S76°15'40"W 284.80 feet, S11°59'30"W 294.70 feet, N86°31'45"W 55.00 feet and S0°05'50"E 170.00 feet to the Place of Beginning, being a part of the NW 1/4 of said Section 36 and containing 11.26 acres of land, more or less (Units 11-50).

Commencing at the W 1/4 Corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence N01°35'00"E 2442.03 feet along the West line of said Section 36; thence S89°28'10"E 150.00 feet; thence S01°35'00"W 129.39 feet; thence 315.13 feet along the arc of a 444.91 foot radius circular curve to the left, having a chord which bears S18°42'31"E 308.59 feet; thence S39°00'00"E 397.70 feet; thence 69.22 feet along the arc of a 583.00 foot radius circular curve to the left, having a chord which bears S42°24'05"E 69.19 feet for a Place of Beginning; thence continuing 231.73 feet along the arc of a 583.00 foot radius circular curve to the left, having a chord which bears S57°11'22"E 230.21 feet; thence 166.76 feet along the arc of a 342.00 foot radius non-tangential circular curve to the right, having a chord which bears S34°19'33"W 165.11 feet; thence 746.40 feet along the arc of a 709.00 foot radius reverse circular curve to the left, having a chord which bears S18°08'06"W 712.41 feet; thence S12°01'27"E 122.42 feet; thence non-tangentially S79°50'00"W 44.05 feet; thence 361.57 feet along the arc of a 217.00 foot radius circular compound curve to the right, having a chord which bears N52°25'58"W 321.17 feet; thence 881.94 feet along the arc of a 969.13 foot radius circular curve to the right, having a chord

which bears N21°22'16"E 851.82 feet; thence N47°26'30"E 113.20 feet to the Place of Beginning, being in the NW 1/4 of said Section 36, containing 6.46 acres of land, more or less, being subject to easements and restrictions of record, if any. (Units 56-58, 82-95 and 157-172.)

Commencing at the W 1/4 Corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence S89°17'34"E 200.00 feet along the E-W 1/4 line of said Section 36 and the centerline of Saline-Waterworks Road; thence N01°35'00"E 435.60 feet; thence N89°17'45"W 200.00 feet; thence N01°35'00"E 10.00 feet along the west line of said Section 36; thence N49°21'26"E 270.47 feet; thence N51°47'33"E 66.08 feet; thence N48°36'57"E 126.58 feet; thence S50°40'26"E 36.62 feet; thence S61°37'20"E 46.27 feet; thence N78°49'37"E 57.69 feet; thence N12°01'27"W 7.88 feet; thence N77°58'33"E 66.00 feet for a Place of Beginning; thence 676.92 feet along the arc of a circular curve to the right, radius 643.00 feet, chord bearing N18°08'06"E 646.09 feet; thence 201.45 feet along the arc of a 408.00 foot radius circular curve to the left, chord bearing N34°08'57"E 199.41 feet; thence 248.42 feet along the arc of a 583.00 foot radius non-tangential circular curve to the left, chord bearing S87°16'38"E 246.55 feet; thence N80°30'56"E 234.61 feet; thence 195.13 feet along the arc of a 394.33 foot radius circular curve to the left, chord bearing N66°20'22"E 193.14 feet; thence N52°09'49"E 82.54 feet; thence S37°50'11"E 32.86 feet; thence 323.83 feet along the arc of a 767.00 foot radius circular curve to the right, chord S25°44'29"E 321.43 feet; thence S80°19'10"W 637.14 feet; thence 559.01 feet along the arc of a circular curve to the left, radius 383.00 feet, chord bearing S38°30'23"W 510.70 feet; thence 314.88 feet along the arc of a circular curve to the right, radius 217.00 feet, chord bearing S38°15'48"W 287.98 feet; thence S79°50'00"W 42.92 feet; thence N12°01'27"W 124.56 feet to the Place of Beginning, being a part of the NW 1/4 of said Section 36, containing 9.45 acres of land, more or less, and being subject to easements of record, if any (Units 59-79 and 96-119).

Commencing at the W 1/4 corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence N01°35'00"E 2442.04 feet along the west line of said Section 36; thence S89°28'10"E 216.01 feet; thence S01°35'00"W 130.60 feet; thence 268.38 feet along the arc of a 378.91 foot radius circular curve to the left, chord bearing S18°42'30"E 262.81 feet; thence S39°00'00"E 397.71 feet; thence 545.77 feet along the arc of a 517.00 foot radius circular curve to the left, chord bearing S69°14'32"E 520.78 feet; thence N80°30'56"E 234.60 feet; thence 162.47 feet along the arc of a 328.33 foot radius circular curve to the left, chord bearing N66°20'22"E 160.82 feet; thence N52°09'49"E 148.54 feet; thence S37°50'11"E 66.00 feet for a Place of Beginning; thence N52°09'49"E 104.99 feet; thence 25.02 feet along the arc of a 317.00 foot radius circular curve to the right, chord bearing N54°25'29"E 25.01 feet; thence S36°58'43"E 80.27 feet; thence S32°55'11"E 68.43 feet; thence S28°50'50"E 68.43 feet; thence S24°46'29"E 68.43 feet; thence S20°42'09"E 68.43 feet; thence S16°37'48"E 68.43 feet; thence S75°24'23"W 130.00 feet; thence 337.93 feet along the arc of a 833.00 foot radius circular curve to the left, chord bearing N26°12'54"W 335.61 feet; thence N37°50'11"W 32.86 feet to the Place of Beginning, being a part of the NW 1/4 of said Section 36, containing 1.18 acres of land, more or less, being subject to easements and restrictions of record, if any (Units 80, 81 and 120-123).

Commencing at the W 1/4 corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence N01°35'00"E 2508.04 feet along the west line of said Section 36 for a Place of Beginning; thence continuing N01°35'00"E 129.99 feet along the west line of said Section 36; thence S89°27'23"E 1562.49 feet along the North line of said Section 36; thence S03°15'18"E 623.54 feet; thence S89°27'23"E 561.30 feet; thence S17°02'05"E 125.51 feet along the centerline of Ann Arbor-Saline Road; thence S72°57'50"W 35.06 feet; thence 171.14 feet along the arc of a 242.00 foot radius circular curve to the right, having a chord which bears N86°46'35"W 167.60 feet; thence 409.90 feet along the arc of a 383.00 foot radius reverse curve to the left, having a chord which bears S82°49'24"W 390.61 feet; thence S52°09'49"W 104.99 feet; thence N37°50'11"W 138.97 feet; thence 336.02 feet along the arc of a 667.00 foot radius circular curve to the right, having a chord which bears N23°24'16"W 332.48 feet; thence 538.09 feet along the arc of a 383.00 foot radius reverse curve to the left, having a chord which bears N49°13'15"W 494.92 feet; thence N89°28'10"W 936.09 feet to the Place of

Beginning, being a part of the NW 1/4 of said Section 36, containing 10.84 acres of land, more or less, being subject to the rights of the public over the easterly 60.00 feet as occupied by Ann Arbor-Saline Road, subject to easements and restrictions of record, if any. (Units 124-125, 226-248 and private open space.)

Commencing at the W 1/4 corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence S89°17'34"E 200.00 feet along the E-W 1/4 line of said Section 36 and the centerline of Saline-Waterworks Road; thence N01°35'00"E 435.60 feet; thence N89°17'45"W 200.00 feet; thence N01°35'00"E 2006.45 feet along the West line of said Section 36; thence S89°28'10"E 216.01 feet for a Place of Beginning; thence continuing S89°28'10"E 721.29 feet; thence 445.37 feet along the arc of a 317.00 foot radius circular curve to the right, having a chord which bears S49°13'15"E 409.63 feet; thence 369.27 feet along the arc of a 733.00 foot radius reverse circular curve to the left, having a chord which bears S23°24'16"E 365.37 feet; thence S37°50'11"E 138.97 feet; thence S52°09'49"W 82.54 feet; thence 162.47 feet along the arc of a 328.33 foot radius circular curve to the right, having a chord which bears S66°20'22"W 160.82 feet; thence S80°30'56"W 75.86 feet; thence N09°29'04"W 101.85 feet; thence 144.17 feet along the arc of a 263.00 foot radius circular curve to the left, having a chord which bears N25°11'22"W 142.36 feet; thence 115.22 feet along the arc of a 301.55 foot radius reverse circular curve to the right, having a chord which bears N29°56'46"W 114.52 feet; thence N19°00'00"W 125.40 feet; thence 38.22 feet along the arc of a 50.00 foot radius circular curve to the right, having a chord which bears N02°54'03"E 37.30 feet; thence 303.59 feet along the arc of a 65.00 foot radius reverse circular curve to the left, having a chord which bears S71°00'00"W 93.83 feet; thence 38.22 feet along the arc of a 50.00 foot radius reverse circular curve to the right, having a chord which bears S40°54'03"E 37.30 feet; thence S19°00'00"E 92.40 fee; thence S71°00'00"W 53.93 feet; thence 55.57 feet along the arc of a 50.00 foot radius circular curve to the right, having a chord which bears N77°09'47"W 52.75 feet; thence 276.44 feet along the arc of a 65.00 foot radius reverse circular curve to the left, having a chord which bears S12°50'13"W 110.44 feet; thence N71°00'00"E 158.48 feet; thence 107.39 feet along the arc of a 367.55 foot radius circular curve to the left, having a chord which bears S32°31'18"E 107.01 feet; thence 107.99 feet along the arc of a 197.00 foot radius circular curve to the right, having a chord which bears S25°11'18"E 106.64 feet; thence S09°29'04"E 101.84 feet; thence S80°30'56"W 92.74 feet; thence 545.77 feet along the arc of a 517.00 foot radius circular curve to the right, having a chord which bears N69°14'32"W 520.78 feet; thence N39°00'00"W 267.46 feet; thence N51°00'00"E 143.93 feet; thence 55.57 feet along the arc of a 50.00 foot radius circular curve to the right, having a chord which bears N82°50'13"E 52.75 feet; thence 276.44 feet along the arc of a 65.00 foot radius reverse circular curve to the left, having a chord which bears N07°09'47"W 110.44 feet; thence S51°00'00"W 247.00 feet; thence N39°00'00"W 64.24 feet; thence 268.38 feet along the arc of a 378.91 foot radius circular curve to the right, having a chord which bears N18°42'30"W 262.81 feet; thence N01°35'00"E 130.60 feet to the Place of Beginning, being a part of the NW 1/4 of said Section 36, containing 15.73 acres of land, more or less, and being subject to easements and restrictions of record, if any. (Units 126-153 and 189-225.)

Commencing at the W 1/4 corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence N01°35'00"E 2638.04 feet along the West line of said Section 36; thence S89°28'10"E 1563.33 feet along the North line of said Section 36; thence S03°29'00"E 621.21 feet; thence S89°28'10"E 558.19 feet; thence S17°02'10"E 194.33 feet along the center line of Ann Arbor-Saline Road for a Place of Beginning; thence along the northerly line of Woodland Drive the following 3 courses: S72°57'50"W 36.02 feet, 217.82 feet along the arc of a tangential circular curve to the right, radius 308.00 feet chord bearing N86°46'35"W 213.31 feet and 314.24 feet along the arc of a tangential circular curve to the left, radius 317.00 feet chord bearing S85°05'04"W 301.53 feet; thence S36°58'43"E 80.27 feet; thence S32°55'11"E 68.43 feet; thence S28°50'50"E 68.43 feet; thence S24°46'29"E 68.43 feet; thence S20°42'09"E 68.43 feet; thence S16°37'48"E 68.43 feet; thence S75°24'23"W 130.00 feet; thence along the easterly line of Colony Drive the following 3 courses: 115.74 feet along arc of a tangential circular curve to the right, radius 833.00 feet chord bearing S10°36'47"E 115.65 feet, 258.30 feet along the arc of a tangential circular

curve to the right, radius 1751.86 feet chord bearing S02°24'31"E 258.07 feet and 115.95 feet along the arc of a tangential circular curve to the left, radius 1685.86 feet chord bearing S00°09'18"E 115.92 feet; thence N78°15'10"E 200.00 feet; thence S06°56'15"E 89.14 feet; thence S89°17'45"E 40.02 feet; thence N12°40'10"W 74.60 feet; thence N77°19'50"E 260.60 feet; thence N12°40'10"W 360.00 feet; thence N77°19'50"E 175.00 feet; thence N12°40'10"W 135.36 feet along the center line of Ann Arbor-Saline Road; thence N17°02'10"W 328.89 feet continuing along the center line of Ann Arbor-Saline Road to the Place of Beginning; being a part of the N 1/2 of said Section 36, containing 9.85 acres or land, more or less, being subject to the rights of the public over the easterly 60.00 feet thereof as occupied by Ann Arbor-Saline Road, subject to easements and restrictions of record, if any (private open space).

Also including a Drain Easement for Detention Basin No. 3 as follows: Commencing at the W 1/4 Corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence S89°17'34"E 927.78 feet along the E-W 1/4 line and the centerline of Saline-Waterworks Road; thence along the west line of Colony Estates Subdivision as recorded in Liber 21 of Plats, Pages 84-86, Washtenaw County Records, the following 5 courses: N01°30'20"W 164.54 feet, N33°25'40"W 78.36 feet, N00°05'50"W 170.00 feet, S86°31'45"E 55.00 feet and N11°59'30"E 294.70 feet; thence N02°00'00"W 185.82 feet; thence N08°54'45"E 110.00 feet, thence N51°32'13"E 122.00 feet; thence N80°19'10"E 483.00 feet; thence N83°41'17"E 95.06 feet; thence N86°18'17"E 165.07 feet for a Place of Beginning; thence 121.95 feet along the arc of a non-tangential circular curve to the left, radius 1751.86 feet, chord N04°38'18"W 121.93 feet; thence 115.74 feet along the arc of a circular curve to the left, radius 833.00 feet, chord bearing N10°36'47"W 115.65 feet; thence nontangentially N75°24'23"E 197.21 feet; thence S08°24'54"E 246.83 feet; thence S78°15'10"W 200.00 feet to the Place of Beginning, being a part of the NW 1/4 of said Section 36, containing 1.07 acres of land more or less.

Also including an easement for public utilities as follows: Commencing at the W 1/4 corner of Section 36, T3S, R5E, City of Saline, Washtenaw County, Michigan; thence N01°35'00"E 2442.04 feet along the west line of said Section 36; thence S89°28'10"E 216.01 feet; thence S01°35'00"W 130.60 feet; thence 268.38 feet along the arc of a 378.91 foot radius circular curve to the left, chord bearing S18°42'30"E 262.81 feet; thence S39°00'00"E 397.71 feet; thence 545.77 feet along the arc of a 517.00 foot radius circular curve to the left, chord bearing S69°14'32"E 520.78 feet; thence N80°30'56"E 234.60 feet; thence 162.47 feet along the arc of a 328.33 foot radius circular curve to the left, chord bearing N66°20'22"E 160.82 feet; thence N52°09'49"E 253.53 feet; thence 48.63 feet along the arc of a circular curve to the right, radius 383.00 feet, chord bearing N55°48'03"E 48.59 feet for a Place of Beginning; thence N03°55'51"E 69.15 feet; thence N71°25'51"E 96.24 feet; thence S63°34'09"E 104.39 feet; thence 57.44 feet along the arc of a non-tangential circular curve to the left, radius 383.00 feet, chord bearing S84°54'40"W 57.38 feet; thence N63°34'09"W 43.05 feet; thence S71°25'51"W 63.76 feet; thence S03°55'51"W 30.47 feet; thence 35.33 feet along the arc of a non-tangential circular curve to the left, radius 383.00 feet, chord bearing S62°04'50"W 35.32 feet to the Place of Beginning, being a part of the NW 1/4 of said Section 36, containing 0.14 acres of land, more or less, being subject to easements and restrictions of record, if any.

WHEREAS, the Developer desires, by recording this Consolidated Master Deed, together with the By-Laws attached hereto as Exhibit "A" and together with Replat No. 7 of the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish the real property, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Act:

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

successors, heirs, personal representatives, and assigns. In furtherance of the establishment of said condominium project, it is provided as follows:

FIRST: Certain terms are utilized not only in this Consolidated Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not in limitation, the Articles of Incorporation and Rules and Regulations of the Saline Northview Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of or transfer of interests in Northview as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

(2) "Association" means Saline Northview Condominium Association, the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium documents or the laws of the State of Michigan.

(3) "Building envelope" means the portion of each unit within which the co-owner thereof may construct improvements such as a residence. No structures may be built outside of the building envelope within each unit as shown on Exhibit "B" attached hereto without the advance written approval of the Association and the City of Saline, if applicable.

(4) "By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3(8) of the Act to be recorded as part of the Consolidated Master Deed. The By-Laws shall also constitute the corporate By-Laws of the Association as provided for under the Michigan Non-Profit Corporation Act.

(5) "Common elements", where used without modification, shall mean both the general and limited common elements described in paragraph FOURTH hereof.

(6) "Condominium documents" wherever used means and includes this Consolidated Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation and the Rules and Regulations, if any, of the Association.

(7) "Condominium premises" means and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Northview as described above.

(8) "Condominium", "condominium project" or "project" means Northview established in conformity with the provisions of the Act.

(9) "Condominium Subdivision Plan" means Exhibit "B" hereto.

(10) "Construction and sales period" means, for the purposes of the Condominium documents and the rights reserved to the Developer thereunder, the period commencing with the recording of the initial Master Deed and continuing as long as the Developer owns any unit which it offers for sale.

(11) "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more units in the condominium project. The term "owner", wherever used, shall be synonymous with the term "co-owner". "Co-owner" shall also include a land contract vendee.

(12) "Developer" means Peters Building Co., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

(13) "First annual meeting" means the initial meeting at which nondeveloper co-owners

are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting.

(14) "Transitional control date" means the date on which a Board of Directors of the Association took office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceeded the votes which could be cast by the Developer.

(15) "Unit" means a single condominium unit in Northview, as described in paragraph FIFTH hereof and in Exhibit "B" hereto, and shall have the same meaning as "condominium unit" as defined in the Act.

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

SECOND: The condominium project shall be known as Northview, Washtenaw County Condominium Subdivision Plan No. 93. The engineering and architectural plans for the project (including all dwellings and other improvements to be constructed therein) were or will be approved by, and are or will be on file with, the City of Saline, Washtenaw County, State of Michigan. The condominium project is established in accordance with the Act.

THIRD: The units contained in the Condominium, including the number, boundaries, dimensions, and area of each condominium unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each unit has been created for residential purposes and each unit is capable of individual utilization on account of having its own access to a public street. Each co-owner in the condominium project shall have an exclusive right to his condominium unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the condominium project as are designated by this Consolidated Master Deed.

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

(1). The general common elements are:

(a) The land described in page one hereof (other than that portion thereof described in paragraph FIFTH below and in Exhibit "B" hereto as constituting the condominium units), including improvements not designated as limited common elements and not located within the boundaries of a condominium unit. Those structures and improvements that now or hereafter are located within the boundaries of a condominium unit shall be owned in their entirety by the co-owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Condominium documents, constitute common elements;

(b) The electrical wiring network throughout the project up to, but not including, the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a unit;

(c) The gas line network throughout the project up to, but not including, the gas meter for each residential dwelling that now or hereafter is constructed within the perimeter of a unit;

(d) The telephone and television wiring network throughout the project up to the point of connection with each residential dwelling that now or hereafter is constructed within the perimeter of a unit;

(e) The water distribution system, sanitary sewer system, and storm drainage system throughout the project;

(f) Such other elements of the project not herein designated as general or limited common elements which are not located within the perimeter of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the project.

Some or all of the utility lines (including mains and service leads) and equipment described in paragraph FOURTH (1)(b), (c), (d), and (e) may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines

and equipment shall be general common elements only to the extent of the co-owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

(2). Limited common elements, if any, shall be subject to the exclusive use and enjoyment of the co-owner of the unit or units to which such limited common elements are appurtenant. No limited common elements have been designated as such in this Consolidated Master Deed because there are no limited common elements in this project. If any limited common elements are included in the project at any time hereafter, they shall be shown on amendments to the Condominium Subdivision Plan.

(3). The respective responsibilities for the maintenance, decoration, repair, and replacement of the common elements are as follows:

(a) Association Responsibilities. The responsibility for performing the maintenance, repair and replacement of all walks and driveways in the project, regardless of whether located within or without a condominium unit, shall be borne by the Association; provided, however, that if a majority of all co-owners so agree in writing, the Association's liability with respect to the walks and driveways shall be limited to repair and replacement thereof, and the respective co-owners shall thereafter be responsible for maintenance of the walks and driveways, including snow removal therefrom. In the event a majority of the co-owners do so agree, an affidavit to that effect shall be made by an officer of the Association and recorded in the Office of the Washtenaw County Register of Deeds and a copy thereof delivered to each co-owner. In no event shall any such election be made at any time during which the Developer owns a majority of the units in the project. If such work is performed upon a unit by the Association, the individual co-owner thereof shall reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article II of the By-Laws. The costs of maintenance, repair and replacement of storm drains between and in the rear of units in the project, as shown on Exhibit "B", and all general common elements in the project shall be borne by the Association, subject to any provision of the Condominium documents expressly to the contrary. The Association also shall have the maintenance responsibilities set forth in paragraph NINTH hereof.

(b) Co-Owner Responsibilities. The co-owners individually shall be responsible for the maintenance, repair and replacement of decks and for all decoration, maintenance, repair, or replacement that (i) is expressly assigned to them by any provision of the Condominium documents, or (ii) is not expressly assigned to the Association by any provision of the Condominium documents; but none of the co-owners shall be responsible individually for decoration, maintenance, repair, or replacement of any general common elements except as specifically provided in Article VI, Section 14 of the By-Laws.

FIFTH:

(1). Each unit of the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of Northview as surveyed by Atwell-Hicks, Inc., and attached hereto as Exhibit "B". Each unit shall consist of the land contained within the unit boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

(2). The percentage value assigned to all units shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the project and concluding that there are no material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each co-owner's respective share of the common elements of the condominium project, the proportionate share of each respective co-owner in the proceeds and the expenses of administration and the value of such co-owner's vote at meetings of the Association. The total value of the project is one hundred percent (100%).

SIXTH: Notwithstanding any other provision in this Consolidated Master Deed or the By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a condominium unit of record:

(1) A first mortgagee, at its request, is entitled to written notification from the Association of any default by the co-owner of such condominium unit in the performance of such

co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.

(2) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Condominium documents and shall be free to sell or lease such unit without regard to any such provision.

(3) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged condominium unit).

(4) Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one (1) vote for each mortgage owned) and co-owners (other than the sponsor, developer or builder) of the individual condominium units have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon or terminate the condominium project;

(b) change the pro rata interest or obligations of any condominium unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each unit in the common elements;

(c) partition or subdivide any condominium unit;

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

(5) Each first mortgagee has the right to examine the books and records of the Association and the condominium project.

(6) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(7) Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on thirty (30) days' written notice at any time without cause or payment of a termination fee.

SEVENTH: In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A".

EIGHTH: There shall be easements to, through and over all of the common elements in the project for the continuing maintenance and repair of all utilities in the Condominium. In the event any improvements located on one unit encroach upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance, repair and

replacement thereof following damage or destruction. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Condominium for utility, roadway or safety purposes.

NINTH: There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all units and common elements in the project for access to the units and the exterior of each of the residential dwellings that is constructed within the project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with the terms hereof. Except as otherwise expressly provided herein, and upon the failure of the co-owner to perform such work, the Association shall be responsible for performing the routine decoration and maintenance of the exteriors, including roofs, of all residential dwellings constructed in the project, all fences enclosing or partially enclosing courtyards and patio areas and any portion of a unit that consists primarily of grass and that is not enclosed by a fence or is otherwise inaccessible to lawn maintenance equipment; provided, however, that if a majority of all co-owners so agree in writing, the Association's liability with respect to maintenance responsibilities as set forth hereinabove may be discontinued. In the event a majority of the co-owners do so agree, an affidavit to that effect shall be made by an officer of the Association and recorded in the office of the Washtenaw County Register of Deeds, and a copy thereof delivered to each co-owner. In no event shall any such election be made at any time during which the Developer owns a majority of the units in the project. If such work is performed upon a unit by the Association, the individual co-owner thereof shall reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article II of the By-Laws. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all units and common elements of the project for access to and maintenance of those common elements of the project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a unit to the extent the repair is necessitated on account of any occurrence with respect to which a co-owner is required under the Condominium documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatever with respect to such dwellings or improvements or to perform any maintenance or repair thereon other than routine maintenance and repair of a type generally required on an ongoing basis throughout the project.

TENTH: The Developer further reserves the right at any time to grant easements for utilities over, under and across the condominium premises to appropriate governmental agencies or public utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Consolidated Master Deed and to Exhibit "B" hereto, recorded in the Washtenaw County Records. All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

ELEVENTH: The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under and across the condominium premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Condominium documents may be modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

TWELFTH: The Developer, the Association and all public or private utilities shall have such easements over, under, across, and through the condominium premises, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair, or replacement which they or any of them are required or permitted to perform under the Condominium documents or by law. These easements include, without limitation, the right of the Association to obtain access to the unit during reasonable hours.

THIRTEENTH: Except as provided in preceding paragraphs as set forth above, the condominium project shall not be terminated or any of the provisions of this Consolidated Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

(1) After the first annual meeting of members of the Association, the Association may (acting through a majority of its Board of Directors and without the consent of any co-owner or any other person) amend this Consolidated Master Deed and the plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owners in the project or impair the security of any mortgagee, including, but not limited to, amendments for the purpose of maintaining this Consolidated Master Deed in compliance with the Act and of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal government or the State of Michigan.

(2) If there is a co-owner other than the Developer, then the condominium project shall be terminated only by the unanimous agreement of the Developer, unaffiliated co-owners of condominium units to which all of the votes in the Association appertain and the mortgagees of all of the mortgages covering the condominium units.

(3) Agreement of all of the co-owners and mortgagees to the termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(4) Upon recordation of an instrument terminating a condominium project, the property constituting the condominium project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.

(5) Upon recordation of an instrument terminating a condominium project, any rights the co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.

(6) The Condominium documents may be amended by the Developer, on behalf of itself, and on behalf of the Association, for a proper purpose without the consent of co-owners, mortgagees and other interested parties, including changes deemed necessary to comply with the Act and the modification of sizes of unsold condominium units, as long as the amendments do not materially alter or change the rights of the co-owners, mortgagees or other interested parties.

(7) The Condominium documents may be amended for a proper purpose, other than as set forth above, even if the amendment will materially alter or change the rights of the co-owners, mortgagees or other interested parties, with the prior written consent of sixty-seven percent (67%) of the first mortgagees (based upon one (1) vote for each mortgage owned) and co-owners (other than the Developer) of the individual condominium units. A co-owner's condominium unit dimensions or the nature or extent of any appurtenant limited common elements or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his consent and that of his mortgagee.

(8) A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Board of Director's decision, the costs of which are expenses of administration.

(9) A Master Deed amendment, dealing with the modification of units or other physical characteristics of the project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the project.

(10) During the construction and sales period, paragraphs EIGHTH through this paragraph THIRTEENTH shall not be amended, nor shall the

provisions hereof be modified by any other amendment to this Consolidated Master Deed, without the written consent of the Developer.

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

WITNESSES:

PETERS BUILDING CO.,
Developer

Karl R. Frankena

By: James Haeussler,
Vice President

Nancy A. Pear

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On this 18th day of September, 1996, before me appeared James Haeussler, to me personally known, who, being by me sworn, did say that he is the Vice President of Peters Building Co., a Michigan corporation, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said James Haeussler acknowledged said instrument to be the free act and deed of said corporation.

Karl R. Frankena, Notary Public
Washtenaw County, Michigan
My commission expires: 6/9/99

This document was prepared by
and when recorded return to:
Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

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